

### **3.8. Subletting**

37. If stipulated in the lease, leaseholders are required to seek consent from the Group prior to subletting. For all leasehold sub-lets the leaseholder remains solely responsible for any charges levied by the Group under the terms of their lease.

38. Leaseholders requesting consent will be asked to ensure that their service charge account is in credit and that there is an automated payment arrangement in place to cover future charges.

39. The leaseholder is also responsible for the behaviour of their sub-tenant and must ensure that the terms of their lease with the Group are adhered to in their absence.

40. The Group will hold the leaseholder responsible for any breaches of the lease caused by their sub-tenant, their sub-tenant's household, or visitors to the property.

41. The Group will require the leaseholder to ensure that they comply with all statutory legislation and good practice in relation to their sub-tenant. This will include the annual servicing and certification of any gas appliances, the periodic inspection and certification of the leased premises' electrical installation and the provision of specific fire safety advice relating to the leased premises. The leaseholder also accepts the responsibility for confirming that any sub-tenant has the right to rent, and where necessary, obtains the necessary consent from their mortgage company, as well as any statutory agency, to sub-let the leased premises before doing so.

42. Under a shared ownership lease the leaseholder is not permitted to sublet. In extreme exceptional circumstances the Group will consider consenting to a short term (12 months or less) sublet of a shared ownership property where circumstances are creating a negative financial impact on the leaseholder and/or placing the property at risk of repossession. This is seen as good practice by the Ombudsman and includes where the leaseholder is unable to re-mortgage, staircase or sell their home as a result of Government guidance certification being unavailable to satisfy

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mortgage lender's/valuer's requirements. In these cases, the leaseholder will need to demonstrate that all reasonable efforts have been made to sell the property on the open market. The other circumstances for the Group agreeing a short term sublet include; where individuals are requested, for work purposes, to move temporarily

(secondment) to a different location, where individuals need to move temporarily to care for a relative, as the next of kin or a sole full-time carer or where individuals are serving members of the armed forces and are required to serve away. The Group would review and agree such cases on an individual basis.

43. In the cases of all sublets the Group requires the leaseholder to supply alternative contact details for their main residence. These contact details will be used in addition for all correspondence, including Section 20 consultations (see section 3.15).