**Leasehold Letter Templates**

The following templates are a guide only. The items in the square brackets are to assist case management administrators in programming the document for inclusion in case management systems.

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# LPE1 Cover letter

[Lease administrator name]

[Lease Administrator Address Line 1]

[Lease Administrator Address Line 2]

[Lease Administrator Address Line 3]

[Lease Administrator Address Line 4]

[Lease Administrator Postcode]

 [today’s date]

[Your Ref: [Lease Administrator Ref] Our Ref: [Case Reference]

Dear Sirs

**Leasehold Property Enquiries**

**Sale of: [sale property address line 1] [sale property address line 2] [sale property address line 3] [sale property address line 4] [sale property postcode]**

**Landlord: [Landlord name]**

We understand that you administer the Lease for the above property.

We act for the Leaseholder in connection with the sale of the property and we enclose the Leasehold Property Enquiry Form (LPE1) in this respect.

Please complete the information contained therein. We would respectfully ask that you use the format provided; you will note that the format has been approved by the Leasehold and Legal Trade Associations so the use of it reduces the need for additional enquiries.

Please answer the questions in full, rather than by reference to other documents. This is to ensure that the incoming Leaseholder is fully aware of their liabilities.

Finally, if you will be making charge for the completion of the form, please contact us immediately with the amount required, and your bank details, so that we can arrange payment without delay. Please ensure we are notified of the sum required before you respond to our enquiries.

We would respectfully remind you of the requirements of the Commonhold & Leasehold Reform Act 2002 and the trade codes of conduct that any such charges should be reasonable and proportionate, and that there is no obligation on the Leaseholder to pay an unreasonable amount.

Yours faithfully

[Law Firm Name]

# Letter regarding unreasonable LPE1charges

[Lease administrator name]

[Lease Administrator Address Line 1]

[Lease Administrator Address Line 2]

[Lease Administrator Address Line 3]

[Lease Administrator Address Line 4]

[Lease Administrator Postcode]

 [today’s date]

[Your Ref: [Lease Administrator Ref] Our Ref: [Case Reference]

Dear Sirs

**Leasehold Property Enquiries**

**Sale of: [sale property address line 1] [sale property address line 2] [sale property address line 3] [sale property address line 4] [sale property postcode]**

**Landlord: [Landlord name]**

Thank you for your recent communication regarding the completion of the Leasehold Property Enquiries.

We note that the fee you require for the completion of the form is unreasonably high given the work involved in the provision of this information.

We would respectfully remind you that the Leaseholder is under no obligation to pay an unreasonably high fee, under the Commonhold & Leasehold Reform Act 2002.

[If Lease Administrator is a member of a trade association or Ombudsman Scheme]We also note that you are a member of a redress scheme and would refer you to the Code of Conduct under the scheme which requires that all charges should be proportionate and transparent ad that information should be provided in a timely fashion.

If you fail to provide the replies to the Leasehold Property Enquiries in a timely fashion and for a reasonable fee then we will have no alternative but to report you to the redress scheme.[Else] We note that, as you are providing a service, you are required under European Directive to provide Alternate Dispute Resolution, please therefore provide us with the details of your redress scheme.[end]

A proportionate and reasonable fee for the provision of the information would be £[LPE1 fee] in our view and we are making payment in this respect. Please ensure that you provide the completed Leasehold Property Enquiries within 10 working days or we will have no alternative but to take action via your redress scheme.

Yours faithfully

[Law Firm Name]

# Letter regarding unreasonable charges for Deed of Covenant

[Lease administrator name]

[Lease Administrator Address Line 1]

[Lease Administrator Address Line 2]

[Lease Administrator Address Line 3]

[Lease Administrator Address Line 4]

[Lease Administrator Postcode]

 [today’s date]

[Your Ref: [Lease Administrator Ref] Our Ref: [Case Reference]

Dear Sirs

**Deed of Covenant**

**Re: [property address line 1] [property address line 2] [property address line 3] [property address line 4] [property postcode]**

**Landlord: [Landlord name]**

We write with regard to the Deed of Covenant required for the transfer of the above property to a new Leaseholder.

We note that your fee stated in connection with the Deed of Covenant is unreasonable and would like to draw your attention to the following in respect of the requirements for reasonable fees laid down.

* We would respectfully remind you that the Leaseholder is under no obligation to pay an unreasonably high fee, under the Commonhold & Leasehold Reform Act 2002 and that all administration fees of this nature must be reasonable.
* We would refer you to the case of Spencer Wade v Orchidbase Ltd [2014] where the Tribunal found that payment for a standard form Deed of Covenant should be no more than £80 and the Lease Administrator was ordered to refund the excess.
* [If Lease Administrator is a member of a trade association or Ombudsman Scheme]We note that you are a member of a redress scheme and would refer you to the Code of Conduct under the scheme which requires that all charges should be proportionate and transparent and that information should be provided in a timely fashion.

If you fail to agree to a reasonable and proportionate fee, or to provide deal with the Deed of Covenant in a timely fashion, then we will have no alternative but to report you to the redress scheme.[Else] We note that, as you are providing a service, you are required under European Directive to provide Alternate Dispute Resolution, please therefore provide us with the details of your redress scheme.[end]

Given the above, we calculate that a proportionate and reasonable fee for your work involved with the Deed of Covenant should be £[Deed of Covenant Fee]. Please confirm that, given the above, you agree to our proposal within the next 10 working days, or we will have no alternative but to make application to your redress scheme on the above grounds.

Yours faithfully

[Law Firm Name]

# Notice of Assignment & Charge

[Lease administrator name]

[Lease Administrator Address Line 1]

[Lease Administrator Address Line 2]

[Lease Administrator Address Line 3]

[Lease Administrator Address Line 4]

[Lease Administrator Postcode]

**SENT BY RECORDED/TRACKED DELIVERY**

 [today’s date]

[Your Ref: [Lease Administrator Ref] Our Ref: [Case Reference]

Dear Sirs

**Notice of Transfer [If Mortgage]and Charge[End]**

**Property: [property address line 1] [property address line 2] [property address line 3] [property address line 4] [property postcode]**

**Landlord: [Landlord Name] Our Client: [Client first name][client last name][if number of clients >1][if number of clients = 2]and[else], [end][Client 2 first name] [Client2 last name] [if number of clients = 3]and[else], [end][Client 3 first name] [Client3 last name] [if number of clients = 4]and [Client 4 first name] [Client4 last name][end].**

In accordance with the requirements of the Lease of the above property, we hereby give you notice of the transfer of the leasehold title of the above property to our client [client first name] [client lastname] on [completion date].

[If Mortgage]On the same date the property was charged to [Lender Name], please notify their interest to the buildings insurer.[End]

All future correspondence to the Leaseholder should be addressed to our client at [If client address=property address]the property address[Else][client address line 1], [client address line 2], [client address line 3], [client address line 4], [client address line 5].

[If Lease stipulates notice fee]We enclose our payment of £[notice fee], being the fee stipulated under the lease. We would respectfully point out that as this fee is set in the lease it is binding, and therefore no further payment is required to satisfy our client’s obligations under the Lease in this respect.[End]

[If Lease does not stipulate notice fee]We enclose our payment of £[notice fee], we consider this to be a reasonable fee as required by the trade codes of conduct and the Commonhold and Leasehold Reform Act 2002. Any further payment would be unreasonable and under the Act there is no obligation on a Leaseholder to pay an unreasonable fee. [End]

This notice has been legally served using Recorded/Tracked to satisfy our client’s obligations under the Lease in this respect.

Yours faithfully

[Law Firm Name]

# Letter regarding the transfer of a share

[Lease administrator name]

[Lease Administrator Address Line 1]

[Lease Administrator Address Line 2]

[Lease Administrator Address Line 3]

[Lease Administrator Address Line 4]

[Lease Administrator Postcode]

 [today’s date]

[Your Ref: [Lease Administrator Ref] Our Ref: [Case Reference]

Dear Sirs

**Property: [property address line 1] [property address line 2] [property address line 3] [property address line 4] [property postcode]**

**Management Company: [Management Company name]**

**Our Client: [Client first name][client last name]**

We at on behalf of the purchaser of the above property who has recently completed the purchase of the above property and therefore is required to become a member of the Management Company.

The signed Stock Transfer From is enclosed and we look forward to receiving the new Share Certificate within the two month time frame set down in the Companies Act 2006, which we note prohibits any charge from being levied for the transfer of a Share.

Yours faithfully

[Law Firm Name]