

Buying a flat or maisonette

Flats generally cost less than the equivalent accommodation in houses, but be prepared for the legal paper work to be more complicated. This is because unlike houses flats cannot be freehold unless they are part of a “commonhold” scheme which so far is very rare.

Freehold ownership is not only of the land itself but anything above or below it so if someone lives below you, you cannot be a freeholder. The overall owner of the building in which flats are situated is the freeholder or landlord and he will grant leases to each flat owner.

A lease is a lengthy document specific to the building concerned. Details need to be checked carefully including the plan (are you buying the right flat?).

A typical long lease will be at least 99 years and may be 999 years.

Rights of tenants will include rights of way over any common areas (do check that you have the right to get to your front door!) and rights to use any common facilities such as washing, drying, use of garden and services e.g. drainage.

Payments due under the lease may include rent, service charge and contributions to insurance for the building. Rent may be subject to review to keep pace with inflation. If there are common parts maintained for example by a management company a service charge will be payable to the company for maintaining the grounds, stairways, lighting etc.

A tenant will have repairing obligations. The landlord may be entitled to carry out repairs if the tenant does not do so and then charge them to the tenant.

A pitfall to be aware of is where one tenant causes damage to another’s flat e.g. by allowing leaks into the neighbour’s flat. The tenant does not have a direct cause of action against his neighbour and relies on the landlord to enforce the repairing covenants against the tenant. An obligation by the landlord to do this should be included in the lease.

There may be restrictions on transferring the lease including fees to be paid to the landlord.

There will normally be several covenants, i.e. conditions which the tenant must observe while occupying the flat. These can cover pets, advertisements, noise (this includes music!), illegal activities. Use of the flat is often restricted to residential and not trade, nuisance is disallowed and generally anything which will diminish the value of the property as a whole or affect other occupants’ rights is banned.

For more information about leases and pitfalls to look out for feel free to contact our office:

Alison Fielden & Co
The Gatehouse
Dollar Street
Cirencester
Glos GL7 2AN

T: 01285 653261

F: 01285 885372

www.alisonfielden.co.uk

alison@alisonfielden.co.uk