

# Consent to let conditions 2023

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**YOUR HOME MAY BE REPOSSESSED IF YOU DO NOT KEEP UP REPAYMENTS  
ON YOUR MORTGAGE**

# Letting your property

**You need our written permission if you want to let your property. If you don't get permission, or you don't meet the conditions below, this is called 'in default'. Your mortgage conditions explain our rights if you default. If you don't meet the conditions, we won't accept an arrangement that you make with any tenant.**

If we give permission, we aren't confirming that your tenancy agreement or the conditions of our permission are suitable or appropriate. You must be satisfied that any tenancy or other agreement you enter into is suitable for your needs.

## Section 1: The interest rate

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A condition of your mortgage was that your property was used as your home which means our residential interest rates and terms apply to your mortgage.

If you ask for our permission to let your property and we give you this, we'll normally let you keep the existing residential interest rate on your mortgage until that deal ends. Whilst the property is let, if you want to take a new deal when your existing deal ends, we'll offer you our Buy to Let mortgage deals. Your mortgage offer explains what type of mortgage you have. If you have a Santander staff mortgage, please call us on **0800 783 9738**.

## Section 2: Consent to let fee

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If we give you permission to let your property, we may charge you a fee. This fee is shown in our latest tariff of mortgage charges.

If you're a member of the UK Armed Forces, you don't need to pay the fee. We'll ask for proof of this if we don't already have it.

## Section 3: Insuring your property

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Let your home insurer know if you plan to let your property. If you don't, your insurer might not pay out if you make a claim. You also need to get written permission from them. This must confirm that the insurance will remain valid after you let your property.

If you have your home insurance through us, please call us on **0345 030 7767**.

We can ask for details of your home insurance at any time. If we do, you need to provide these.

## Section 4: Paymentcare

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If you have mortgage payment protection cover with us, please call us on **0800 158 2339**.

## Section 5: Conditions for giving you permission

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You must meet the conditions below for us to give you permission.

You must make sure that:

- the tenancy agreement meets our requirements. We explain these in the sections below:
  - Requirements for the tenancy agreement, and
  - Acceptable types of tenancy.
- a single tenancy agreement covers the whole property. You must not allow separate tenancies over separate rooms or parts of your property
- your property is not lived in by more than 4 people. If your property is affected by licensing regulations related to houses in multiple occupation, you should seek legal advice from an estate agent or solicitor

- if there's more than one tenant, all tenants:
  - must sign the tenancy agreement, and
  - are responsible together for the rent.
- the tenancy is:
  - legally enforceable, and
  - allows us to recover possession of your property if we become entitled to under your mortgage. For example, we might be entitled to if you miss your payments
- you satisfy the laws relating to holding tenants' rent deposit monies in an approved Tenant Deposit Scheme. An estate agent or solicitor will be able to give you more information on this
- you continue to look after your property. This includes meeting all the obligations under the agreement with us for your mortgage
- you get all third party permissions you need before you let the property. We explain some of these below:
  - **If your property is leasehold and your lease requires it** – get your landlord's written permission before you let your property. You must meet any of their requirements and the conditions of the lease
  - **If you've used your property as security for a loan with another lender** – get the lender's written permission before you let your property
  - **If you've bought your property as a Right to Buy or Right to Acquire within the last 5 years** – get your local authority's or Housing Association's written permission before you let your property
  - **If you have a Shared Ownership or shared equity property** – get your Housing Association's written permission before you let your property and
  - **If there is a local authority requirement** – get a 'private rented property licence'. You must send us a copy of this if we ask you to.

If we ask, you must give us a copy of the tenancy agreement or any related documents.

## Section 6: Requirements for the tenancy agreement

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The tenancy agreement must:

- if the tenant is a company, have the rent paid quarterly in advance
- if the tenant isn't a company, have the rent paid monthly in advance
- state that your property is only to be used for residential purposes
- end the tenancy and get vacant possession of your property either:
  - at the end of the tenancy or
  - earlier, if the tenant breaches the tenancy agreement.

The tenancy agreement must not, and you must not:

- allow the tenant to assign, sub-let, charge or otherwise part with possession or share occupation of all or any part of your property, either with or without your permission
- charge any premium or upfront payment, other than a rent deposit
- accept payment of more than 3 months' rent in advance
- agree to delay the payment of any rent, or
- let the property to anyone who holds diplomatic immunity.

## Section 7: Acceptable types of tenancy

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The type of tenancy you must enter into depends on:

- who the tenant is
- where your property is in the UK, and
- the value of the tenancy.

Below, we set out the different types of tenancy and when you must use them. You must use the type of tenancy that applies. This applies to both new tenancies and renewals.

## Letting to individuals

We refer below to the Housing Acts. Depending on where in the country your property is, these mean:

- in England – the Housing Act 1988 (as amended by the Housing Act 1996)
- in Wales – the Renting Homes (Wales) Act 2016
- in Scotland - the Private Housing (Tenancies) (Scotland) Act 2016
- in Northern Ireland
  - the Rent (Northern Ireland) Order 1978
  - the Housing (Northern Ireland) Order 1983, and
  - the Private Tenancies (Northern Ireland) Order 2006.

## If your property is in England

**Where the rent will be £100,000 or less per year you must:**

- draw up an Assured Shorthold Tenancy agreement under the Housing Acts
- give the tenant(s) written notice before the tenancy starts. This needs to tell them that you can recover possession of your property under either 'Ground 1' or 'Ground 2' of Schedule 2 of the Housing Acts. You can incorporate this in the tenancy agreement
- satisfy the Housing Acts when you create the tenancy. For example, if there is a new tenant, you need to give notice to the new tenant before the start of the new tenancy, and
- not agree a tenancy with a term of more than 3 years.

**Where the rent will be more than £100,000 per year you must:**

- draw up a Non-Housing Act Tenancy agreement with similar conditions to an Assured Shorthold Tenancy. It must also include:
  - a notice to the tenant telling them that Santander are the mortgagee, and
  - include a requirement that the tenant must pay the rent directly to Santander and vacate your property if Santander gives them notice to, and
- not agree a tenancy with a term of more than 3 years.

## If your property is in Wales

You must draw up a Standard Tenancy under the Housing Acts for a maximum term of 3 years. You must serve any appropriate pre-tenancy notices on the tenant.

## If your property is in Scotland

You must draw up a Private Residential Tenancy agreement under the Housing Acts. You must serve any appropriate pre-tenancy notices on the tenant, including that:

- the tenancy is a private residential tenancy, and
- possession of your property may be recovered under Schedule 3 of the Housing Acts.

## If your property is in Northern Ireland

You must draw up an Uncontrolled Tenancy agreement under the Housing Acts. The tenancy should have a maximum term of 3 years. The notice period specified in the tenancy agreement must be 4 weeks or more. The tenancy agreement must be drafted in accordance with the Housing Acts.

## Holiday only lettings

If we give you permission to let your property as a holiday let, you agree to the following conditions:

- The tenancy agreement must only allow the tenant to stay in your property for the purpose of a holiday
- The tenancy should have a maximum term of 4 weeks
- The tenancy agreement must not give the tenant any right to stay in it as a residence. In particular, it must not create, in each case, under the relevant Housing Acts:

- in England - an Assured or Assured Shorthold Tenancy
- in Wales - a Standard Tenancy
- in Scotland - an Assured or Short Assured Tenancy or a Private Residential Tenancy, or
- in Northern Ireland - an Uncontrolled Tenancy.

## Letting to a company

In some situations, you can ask us for permission to let your property to a company.

The company must want to rent your property:

- in its own name, and
- to accommodate its employees. For example, for overseas staff to live in who are on temporary assignment in the UK.

If we give you our permission to let your property to a company, you agree to the conditions explained below.

You must:

- draw up a non-Housing Act tenancy
- give the tenant a notice telling them that Santander are the mortgagee
- include a requirement in the agreement that they must pay the rent directly to Santander and vacate your property if Santander gives them notice to, and
- not agree a tenancy with a term of more than 3 years.

The tenancy agreement must, and you must:

- only allow your property to be lived in by an employee of the company. Your property must not be lived in by a shareholder or director of the company, even if they are an employee, and
- state that the company can only allow the employee to live in your property under a personal licence. This means the employee only lives there with the company's permission. The company can withdraw it at any point.

## Letting to a local authority or a registered social landlord

In some situations, you can ask us for permission to let your property to a local authority or registered social landlord:

- You, the proposed tenant and Santander first need to enter into a separate agreement together. This is not the tenancy agreement. You can ask us for a copy of this.
- You need to arrange for the proposed tenant to sign this. We won't organise this or communicate with the proposed tenant.
- We won't agree to any changes to the separate agreement. If the proposed tenant won't agree to it, we won't give you our permission.

Once we receive the signed separate agreement, we may give you our permission to let your property. We'll let you know once we receive it. The tenancy must not be for more than 3 years.

## Section 8: Renewing tenancies

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If we haven't withdrawn our permission, you can renew a tenancy:

- with the same tenants or new ones, or
- on a different basis. For example, if an Assured Shorthold Tenancy ends, you can let your property as a holiday let.

When you renew, any tenancy agreement you allow must meet the conditions of our permission explained above.

## Section 9: Withdrawing our consent

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If you break any of the conditions of our permission or the agreement with us for your mortgage, we can:

- withdraw our permission for you to let your property, or
- vary the terms on which you let your property.

If we withdraw our permission, we'll usually tell you in advance. Normally, we'll also let any existing tenancy carry on until it expires.

## Section 10: Some recommendations

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We recommend that you:

- get an estate agent or solicitor to draft the tenancy agreement
- investigate proposed tenants to check they are suitable. For example, you might ask for references from a previous landlord
- instruct an estate agent to manage your property.

