

**MORTGAGE CONDITIONS FOR BUY TO LET MORTGAGES WITH LEEK  
UNITED BUILDING SOCIETY TRADING AS LEEK BUILDING SOCIETY  
(Periodic Tenancy Framework)**

**Security Address:** .....

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Leek Building Society ("the Society") consent to the letting of the property on which a mortgage in its favour is secured provided that the following conditions are satisfied.

1. Any Tenancy Agreement must be:
  - (i) A tenancy agreement which complies with all applicable landlord and tenant legislation in force at the time of letting, including but not limited to the Housing Act 1988 (as amended) and any subsequent legislation introduced under the Renters' Reform framework (commonly referred to as the Renters' Rights Act) and where applicable the Renting Homes (Wales) Act 2016.
  - (ii) Be created in writing.
  - (iii) The tenancy must be granted as a statutory periodic tenancy or such other tenancy structure as permitted under applicable legislation in force at the time of letting.
  - (iv) In the case of more than one borrower be granted by all borrowers in favour of all tenants of the property.
  - (v) Contain covenants prohibiting the Tenant from:
    - (a) Assigning, subletting, mortgaging, charging or parting with possession or sharing possession of all or part of the property.
    - (b) Causing or permitting any nuisance upon the Property or any annoyance to the occupiers of adjoining properties.
    - (c) Causing or permitting the Property to be used for any purpose other than a private dwelling.
    - (d) Cutting or maiming any part of the Property or causing or permitting alterations to the property whether internal or external.
  - (vii) Impose upon the Tenant obligations to keep the interior of the Property in a clean and tidy condition.
  - (viii) Contain provisions enabling the Landlord to seek possession of the Property strictly in accordance with the statutory grounds for possession and legal procedures in force at the relevant time, and not otherwise.
  - (ix) Not contain any provision, impose any obligation, or confer any right which may adversely affect the security granted or to be granted by the Borrower to the Society, including (without limitation) any provision which restricts the Landlord's ability to recover possession in accordance with applicable law.



- (x) Contain an express declaration that the tenancy is granted subject to the rights of a mortgagee in possession and the statutory grounds for possession available to a lender under applicable landlord and tenant legislation, as amended from time to time.

2. Administrative Arrangements:

- (i) The Borrower will at all times keep the Society informed of an address in England and Wales at which Notices may be served upon the Borrower including for the purposes of proceedings.
- (ii) The Borrower will at the commencement of each tenancy serve upon the Tenant a written notice giving an address in England and Wales at which the Borrower may be served with Notices including Notices for the purposes of proceedings.
- (iii) Insofar as there may be any legal proceedings between the Borrower and the Tenant of the Property the Borrower will serve upon the Society forthwith copies of such proceedings.
- (iv) Where the Borrower fails to make a payment due under the Mortgage in full or on the due date or the Borrower breaches any other obligation under the Mortgage or a petition is presented or an order made for the bankruptcy of the Borrower or any step is taken in respect of a voluntary arrangement of the Borrower's affairs or any composition or arrangement is made with or for the benefit of the Borrower's creditors or the Borrower or any person or joint owner shall die then the Society may by written Notice to the borrower withdraw the rights of the Borrower to grant any tenancy agreement over the property.
- (v) At any time during the duration of the mortgage the Society may demand to see a copy of the tenancy agreement by serving a notice on the Borrowers address for service and the borrower must within 28 days of the service of such notice produce a copy of the tenancy agreement.

3. Deposit Protection Scheme:

If a deposit is to be paid by the tenant, the Borrower must comply with all statutory tenancy deposit protection requirements and register the deposit with an approved scheme recognised under applicable legislation (including any successor schemes):

We the undersigned assign to the Society all of our title and interest in and to the rent arising under any tenancy agreement relating to the property to be mortgaged. We will execute any further assignment in whatever form decided by the Society if we are required to do so.

We undertake to comply with the above conditions. We acknowledge that any breach of these conditions is a breach of the terms of the mortgage.

**Account Number:** .....

| Customer Name(s): | Signature(s) | Date  |
|-------------------|--------------|-------|
| 1.....            | .....        | ..... |
| 2.....            | .....        | ..... |
| 3.....            | .....        | ..... |
| 4.....            | .....        | ..... |

**Please return this document to: completionsteam@leekbs.co.uk**