

DELAWARE MANSIONS

Rules for Leaseholders and Residents

These regulations and guidelines help ensure that our buildings remain a safe, pleasant and comfortable place to live for everyone.

Please take a moment to read and follow them.

Your co-operation makes a real difference in the quality of life at Delaware Mansions (DM).

1) Rubbish Disposal

Please follow these guidelines to prevent pests, avoid council fines and ensure that the bin areas remain clean and orderly for residents:

- Dispose of your rubbish in the correct designated bin;
 - **Household Waste** (all black bin) for general trash
 - **Recycling** (green lid bin) for recyclable materials. Recycling must be contained in see through bags provided by Westminster City Council (WCC)
 - A list of recyclable materials is printed on every recycling bag. Bags can be collected from Maida Vale Library (Sutherland Avenue) or order them online <https://webforms.westminster.gov.uk/order-recycling-bags/>
- No rubbish bags to be left outside the bins
- If the DM bins are full please take your waste to the nearest WCC bin with capacity
- No building materials allowed
- No loose items – all waste must be bagged and securely tied
- No furniture or large items to be left in the bin areas – please contact the caretaker for assistance.

DM Household waste and Recycling bins can be found at either end of the mansions block.

Residents not following these guidelines will be responsible for any fines or costs arising.

2) Key Cutting

Residents can request up to 2 front door keys and 2 flat door keys per annum free of charge.

All key requests must be made via RMD who will arrange for the keys to be made. All keys are laser cut precision made to avoid damage to the locks. Please do not have unauthorised keys cut by an external provider.

Flat door keys have an 8 digit code engraved which is required to order a new one. Make a note of the code and keep in a safe place.

3) Renovation Works

Any internal works need to be presented to and authorised by the building managers RMD prior to commencement. Depending on the extent of works a deposit may be required and contractors need to be appropriately insured.

Working hours should be strictly adhered to:

Monday to Friday	08:00 – 17:00
Saturday	09:00 – 13:00
Sunday	No working allowed

- No tools or materials to be stored even temporarily in the common areas
- Entrance door to be kept closed at all times
- Common areas must be protected with dust sheets daily
- Common areas must be dusted and vacuumed at the end of each day
- Use of the common area electricity supply is not allowed
- If excessively noisy or disruptive work is to be carried out, please ensure that the caretaker and residents of the block (and adjacent blocks) are informed in advance
- Ensure that flats are always accessible to the caretaker in case of emergencies.
- Provide your contact details to the Caretaker before work starts
- Any damage not remedied by a contractor will be the responsibility of the leaseholder
- Breaches of the above rules may lead to works being stopped and/or contractor banned from site.

Layout Alteration Policy

Any alterations to the internal layout of flats are strictly not allowed under the covenants of your lease.

The landlord retains the right to require the reinstatement of unauthorised layout changes.

Flooring

All floors of flats must be carpeted except for kitchen and bathroom/toilet.

The landlord reserves the right to require the reinstatement of carpets in place of unauthorised floor coverings.

4) **Balconies**

Balconies are not to be used for drying clothes or for general storage (cleaning or builders materials, bin bags, **bicycles**, household items etc..)

Please do not throw rubbish or cigarette ash or ends from balconies or out of windows.

The use of BBQ's on flat balconies is prohibited due to the risk of fire and smoke damage.

5) **Sub letting**

Leaseholders must obtain prior approval from the landlord via RMD and the company's lawyer for sub-lettings. Lessees must register each new tenancy.

A formal Licence to Sublet will be required to be executed.

See 'Key Information' section for sub-letting application proforma.

Failure to notify and obtain approval is treated as a serious breach of leasehold terms.

6) **Short-term letting and House in Multiple Occupation (HMO) Policy**

Short-term letting (less than 12 months) whether through online platforms or private arrangements is not allowed. Any key box discovered on the premises will be removed without notice. The contents will be inspected and may be used as evidence of a lease violation.

HMO arrangements are similarly not permitted under the terms of the lease. Any licence or permission issued by Westminster City Council does not override the lease and is subordinate to the lease terms.

Any leaseholder found operating an Airbnb, Spareroom, HomeAway, Gumtree or similar or facilitating an HMO will be considered in serious breach of their lease.

7) Noise and Disturbance Policy

All residents must be allowed to enjoy their flats free from noise or disturbance.

No noise should be audible from outside any demised premises and certainly no noise between:

Monday – Saturday 23:00 – 07:00

Sundays 23:00 – 08:00

Please report nuisance to the Caretaker and/or RMD who will act. Persistent anti-social behaviour may lead to enforcement action and is a breach of lease terms.

Westminster City Council will also investigate noise problems that may be causing a 'statutory nuisance'. This means noise that is interfering with the use or enjoyment of a person's home or affecting a person's health.

- Loud shouting
- Musical instruments
- Loud music, television or radio
- The unreasonable use of washing machines and vacuum cleaners (for example late at night)

If you need to report a problem please use the link below or telephone WCC (24hr):

T. 020 7641 2000

W. <https://mywestminster.westminster.gov.uk/report-it/noise>

8) Pet Policy

Pets are not allowed to be kept in flats.

9) Fire Safety in Communal Areas

Entrance halls, staircases, porches, passages, landings, paths and any areas used in common with other lessees or tenants must be always kept clear.

Storage (including temporary) of bicycles, e-bikes/scooters, prams/strollers, shoes/shoe racks, furniture, doormats, plants, boxes, deliveries etc. is not permitted.

Please contact the caretaker or RMD to report any breaches. Items will be removed if not removed by the resident.

10) Aerials

Fixing of wireless or television aerials or satellite dishes on any external part of the building is not permitted.

11) Front Door and Parcels Policy

For the safety of all residents please only allow access via the front door to known individuals.

Please do not allow strangers into the blocks, regardless of claims about deliveries or meter reading. **Anyone you allow into the building is your responsibility.**

If you are expecting a parcel, please go to the front door to collect it. Couriers must not be allowed to enter the building freely nor should parcels be left in the entrance hall.

Delaware Mansions will. Not be responsible for any losses.

Be vigilant about who is in and around the building. If you see anything suspicious, please call the Police.

12) Electric Bikes and Scooters Policy

The board is aware of instances of catastrophic fire outbreak due to the storage and charging of battery-operated vehicles.

It is therefore strictly forbidden to bring any electrical/ battery operated vehicle into the building or to charge or leave one anywhere in the premises/ common parts even temporarily.

Leaseholders will be held liable for breaches.

13) Front Gardens

The front gardens are maintained by the Caretaker, who is responsible for all planting, design and vegetation in accordance with Westminster City Council guidelines.

Residents are not allowed to plant flowers, shrubs or other vegetation without prior consultation with the Caretaker.

14) Hanging Baskets and Flowerpots

Securely fastened hanging baskets are permitted on front railings only.

Flowerpots are permitted on the windowsills of the ground and lower ground floor flats only and must be securely fastened.

Flats on all other floors are not permitted to place any items on windowsills or balconies under any circumstances.

15) Rear of the buildings

Access to the rear of the blocks is restricted to the Caretaker, who may escort contractors or residents when necessary.

- Residents – even those with doors to this area – are not allowed to access this area
- The rear is not part of the authorised fire escape route for residents.
- Placing of furniture or any items outside flats, in the rear area is not permitted. Items will be removed if not removed by the owner.
- Builders and contractors are not allowed to access this area without prior authorisation.
- No storage of buildings materials or equipment is permitted.

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Should you have any questions or need clarification about anything related to the building, please contact:

Robert Michaels (RMD)

T. 020 7723 2111

E. rmichaels@rmdproperties.co.uk

Mark Michaels (RMD)

T. 020 7723 2111

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Carlo Spiga (Caretaker)

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These rules should be read in conjunction with the lease agreements relating to your property and does not override them. In the event of a conflict arising between the terms of this document and the terms of the lease, the lease terms will prevail. Please take time to read and understand these rules and regulations, as failure to follow them may result in a breach of the lease, which can lead to serious legal consequences.

Subletting Procedure – Important Information for Leaseholders

Pursuant to paragraph 14(3) of the 5th Schedule of your lease, you must obtain the written consent of the Lessors before subletting or parting with possession or occupation of your flat. This consent must be obtained in advance of any subletting arrangement, and you will be responsible for all associated costs.

All subletting applications are to be handled by the company's solicitors, Gunnercooke LLP. Please direct your initial enquiry to:

Jon Finebaum

Email: jon.finebaum@gunnercooke.com

Telephone: 07398 700 344

Before Gunnercooke LLP can present your proposed subletting to the Board for consideration, you must provide the following:

1. Identity and Right to Occupy Documentation

- Valid passports or driving licences for all proposed tenants/occupiers
- Written confirmation that all tenants will form a single household/family (flats may not be used as Houses in Multiple Occupation under any circumstances)
- Where applicable, copies of any relevant visa and/or evidence of Right to Rent in the UK

2. Draft Tenancy Agreement

- A copy of the proposed Assured Shorthold Tenancy Agreement (AST)
- All proposed occupiers must be named in the AST, either as tenants or as children/permitted guests
- You (the leaseholder) must be named as the landlord in the AST

3. Legal Fees

- Gunnercooke LLP's fee for preparing the (i) Licence to Sublet and (ii) Deed of Covenant is £1,257 plus VAT. This is a fixed fee based on the estimated time required to process a standard subletting application. In the event that additional work is required due to complications or deficiencies in the documentation provided, additional costs may be payable on an hourly basis.
- Both documents must be executed by you and the proposed tenants before the tenancy commences
- This fee is payable once all of the above requirements have been satisfactorily addressed

Important Notes

- The Board will only consider consent once all of the above requirements have been met

- This procedure applies to all new tenancies and any renewals or changes of tenant. From 1 May 2026, the law will change so that all residential tenancies will be periodic (rolling) rather than fixed-term. Fresh consent under this procedure is required for any new tenancy or change of tenant, but not for the automatic continuation of an existing approved tenancy with the same tenant on a periodic basis.
- No subletting may commence without the Lessors' prior written consent

If you have any questions regarding this procedure, please contact Gunnercooke LLP in the first instance.