
STATUTORY INSTRUMENTS

2004 No. 1829

The Commonhold Regulations 2004

PART III

COMMONHOLD UNIT

Requirements of a plan defining the extent of a commonhold unit

8. A plan referred to in a commonhold community statement for the purposes of defining the extent of a commonhold unit must delineate the boundaries of the commonhold unit with any adjoining property.

Definition of a commonhold unit

- 9.—**(1) In defining the extent of a commonhold unit a commonhold community statement—
- (a) may exclude, from the definition, the structure and exterior of a self-contained building, or of a self-contained part of a building, which only contains one commonhold unit or part of one commonhold unit; and
 - (b) must exclude, from the definition, the structure and exterior of a self-contained building, or of a self-contained part of a building, in any other case.
- (2) In this regulation—
- “self-contained building” means a building which is structurally detached;
- “self-contained part of a building” means a part of a building—
- (a) which constitutes a vertical division of the building;
 - (b) the structure of which is such that it could be redeveloped independently of the rest of the building; and
 - (c) in relation to which the relevant services provided for occupiers are provided independently of the relevant services provided for the occupiers of the rest of the building, or could be so provided without involving the carrying out of works likely to result in a significant interruption in the provision of any relevant services for occupiers of the rest of the building;
- “relevant services” are services provided by the means of pipes, cables or other fixed installations; and
- “structure and exterior” includes the relevant services in or to the building but does not include those which are within and exclusively to one commonhold unit.

Requirement to notify Registrar

10.—(1) This regulation applies to an amendment of a commonhold community statement which redefines the extent of a commonhold unit over which there is a registered charge.

(2) The unit-holder of a commonhold unit over which there is a registered charge must give notice of the amendment to the Registrar in Form COE.

(3) On receipt of such notification the Registrar must alter the register to reflect the application of section 24(4) or (5).

Leasing of a residential commonhold unit

11.—(1) A term of years absolute in a residential commonhold unit or part only of a residential commonhold unit must not—

- (a) be granted for a premium;
- (b) subject to paragraph (2), be granted for a term longer than 7 years;
- (c) be granted under an option or agreement if—
 - (i) the person to take the new term of years absolute has an existing terms of years absolute of the premises to be let;
 - (ii) the new term when added to the existing term will be more than 7 years; and
 - (iii) the option or agreement was entered into before or at the same time as the existing term of years absolute;
- (d) contain an option or agreement to renew the term of years absolute which confers on the lessee or on the lessor an option or agreement for renewal for a further term which, together with the original term, amounts to more than 7 years;
- (e) contain an option or agreement to extend the term beyond 7 years; or
- (f) contain a provision requiring the lessee to make payments to the commonhold association in discharge of payments which are due, in accordance with the commonhold community statement, to be made by the unit-holder.

(2) A term of years absolute in a residential commonhold unit or part only of a residential commonhold unit may be granted for a term of not more than 21 years to the holder of a lease which has been extinguished by virtue of section 7(3)(d) or 9(3)(f) if the term of years absolute—

- (a) is granted of the same premises as are comprised in the extinguished lease;
- (b) is granted on the same terms as the extinguished lease, except to the extent necessary to comply with the Act and these Regulations and excluding any terms that are spent;
- (c) is granted at the same rent as the rent payable under, and including the same provisions for rent review as were included in, the extinguished lease as at the date on which it was extinguished;
- (d) is granted for a term equivalent to the unexpired term of the lease immediately before it was extinguished or, if the unexpired term of the lease immediately before it was extinguished is more than 21 years, for a term of 21 years;
- (e) takes effect immediately after the lease was extinguished; and
- (f) does not include any option or agreement which-
 - (i) may create a term or an extension to a term which, together with the term of the term of years absolute, would amount to more than 21 years; or
 - (ii) may result in the grant of a term of years absolute containing an option or agreement to extend the term.