



# **LC-5 Compliance Check**

Date of Report: 19.10.2020 Date Range: From 01.08.2020 to 19.10.2020

Time of Report: 12:43 Ref: SAMPLEREPORT

Lender: accord buy to let Report 1

The results below show **THERE HAS BEEN A CHANGE** in the Lenders Handbook Part 2 requirements for the above lender between the date range shown, as listed on the UK Finance website since your last report on [ 01.08.2020 ]. The changes can be seen below.

Note: Detailed changes if any shown from the 18th August 2020.

### Part 2 Only

### **Part 2 Summary of Changes**

1.7 Contact point to see if the lender will lend when borrower and mortgagor are not one and the same.

### **Previous Wording**

We will not lend when borrower and mortgagor are not one and the same.-- testing testing

### **New Wording**

We will not lend when borrower and mortgagor are not one and the same.

5.15.2a If different from 1.11, contact point if there are apparent problems with the management company:

Produced by Navro

Order No. 20201019185

### **Previous Wording**

**IMPORTANT** NOTICE -**RENTCHARGES** (INCLUDING ESTATE RENTCHARGES): Our legal adviser should make all reasonable enquiries to ascertain whether the property is subject to rentcharges (especially, but not only, where the property is a recently built freehold property). Where a property is subject to a rentcharge: • ["The first requirement"] Where either: (i) the statutory remedies for non-payment contained in Section 121 of the Law of Property Act 1925 will apply, or (ii) the rentcharge instrument provides for powers of re-entry or other enforcement powers, then the collector/recipient of the rentcharge must be obliged to give both the property owner and any lender written notice of the arrears together with at least 2 months' written notice to remedy the breach. In addition, should further action be proposed regarding non-payment the collector/recipient must be obliged to notify any lender, in writing, of such action; • ["The second requirement"] In addition, the current annual amount payable under any rentcharge (or, if the property is affected by more than one rentcharge, the total amount payable under all of them) must not exceed £500 in present value and must not be capable of escalating such that the amount more than doubles every 25 years; • ["The third requirement"] In addition, any rentcharge must, in return for the rentcharge payments, contain covenants on behalf of the rentcharge owner to perform or provide services in respect of common areas/facilities. • If the existing, or proposed, rentcharge agreement does not meet the first requirement, the second requirement or the third requirement, a deed of variation will be required. An indemnity policy will not be an acceptable alternative except where the charge relates to an historic rentcharge which: (a) is not related to services being provided; and (b) has not been collected for 12 years or more – in which case you should obtain a suitable indemnity policy to protect our position. • The rentcharge must contain covenants on behalf of the management company to maintain the common areas/facilities of the estate, in return for the rentcharge payments.

#### **New Wording**

As 1.11a IMPORTANT NOTICE - RENTCHARGES (INCLUDING ESTATE RENTCHARGES): Our legal adviser should make all reasonable enquiries to ascertain whether the property is subject to rentcharges (especially, but not only, where the property is a recently built freehold property). Where a property is subject to a rentcharge: • ["The first requirement"] Where either: (i) the statutory remedies for non-payment contained in Section 121 of the Law of Property Act 1925 will apply, or (ii) the rentcharge instrument provides for powers of re-entry or other enforcement powers, then the collector/recipient of the rentcharge must be obliged to give both the property owner and any lender written notice of the arrears together with at least 2 months' written notice to remedy the breach. In addition, should further action be proposed regarding non-payment the collector/recipient must be obliged to notify any lender, in writing, of such action; • ["The second requirement"] In addition, the current annual amount payable under any rentcharge (or, if the property is affected by more than one rentcharge, the total amount payable under all of them) must not exceed £500 in present value and must not be capable of escalating such that the amount more than doubles every 25 years; • ["The third requirement"] In addition, any rentcharge must, in return for the rentcharge payments, contain covenants on behalf of the rentcharge owner to perform or provide services in respect of common areas/facilities. • If the existing, or proposed, rentcharge agreement does not meet the first requirement, the second requirement or the third requirement, a deed of variation will be required. An indemnity policy will not be an acceptable alternative except where the charge relates to an historic rentcharge which: (a) is not related to services being provided; and (b) has not been collected for 12 years or more - in which case you should obtain a suitable indemnity policy to protect our position. • The rentcharge must contain covenants on behalf of the management company to maintain the common areas/facilities of the estate, in return for the rentcharge payments.

### Lender Handbook Part 2 Entries as of 19.10.2020

Contact point to see if the lender will lend when borrower and mortgagor are not one and the same.  We will not lend when borrower and mortgagor are not one and the same.  1.11a Contact point for standard documents. Accord Buy to Let, PO Box 869, Newport, NP20 9GY, Fax No. 0345 848 0305.  1.11b Contact point if standard documents are inappropriate. As 1.11a, Please note that no pre-existing second charges are permitted to remain at completion. Any existing mortgage must be repaid and the Charge cancelled at the Land Registry.  1.14 May your firm act if the person dealing with the transaction or a member of his immediate family is the seller? Yes, provided that: * there is no conflict of interest and none arises during the transaction * the firm is a partnership * the conveyancer acting is not the seller or a member of the seller's immediate family is the borrower? Yes, provided that: * there is no conflict of interest and none arises during the transaction * the firm is a partnership * the conveyancer acting is not the borrower or a member of the borrower's immediate family is the borrower? Yes, provided that: * there is no conflict of interest and none arises during the transaction * the firm is a partnership * the conveyancer acting is not the borrower or a member of the borrower's immediate family  3.1.3 Does the lender require notification of the name and address of the solicitors firm or licensed conveyancers firm acting for the seller?  3.1.4 If different from 1.11, contact details if the lender needs to be notified when the seller does not have legal representation.  3.2.3 Does the lender require notification of the name and address of the solicitors firm or licensed conveyancers firm acting for the seller? Yes.  3.2.4 If different from 1.11, contact details if the lender needs to be notified when the seller does not have legal representation.  As 1.11a.  1.5 there a valuation report and if so, does the lender provide it? Yes. A copy of the valuation report will be supplied along with a copy of the mortg		
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4.3	If different from 1.11, contact point if assumptions stated by the valuer are incorrect.  As 1.11a.
4.5a	If different from 1.11, contact point if re-inspection required.  As 1.11a.
4.5b	Where should the certificate of title be sent? As 1.11a.
5.1.1	If different from 1.11, the contact point if the seller has owned the property for less than 6 months:  As 1.11a. Please note that sub-sales, back to back transactions, assignable contracts or irrevocable powers of attorney in favour of intervening sellers are not acceptable.
5.2.1	If different from 1.11, the contact point if the seller is not the owner or registered proprietor and is not listed in the exceptions above:  As 1.11a.
5.4.4	Does the lender want to receive environmental or contaminated land reports?
5.4.5	Does the lender accept personal searches and, if yes, what are the lender's requirements?  Yes, subject to the requirements listed in Part 1 and provided you give an unqualified Certificate of Title. You must ensure that the search firm subscribes to the Search Code maintained by the Council of Property Search Organisations and monitored by the Property Codes Compliance Board.
5.4.6	Does the lender accept search insurance and, if yes, what are the lender's specific requirements?
	Yes, subject to the requirements in Part 1 and provided you give an unqualified Certificate of Title.
5.5.3a	If different from 1.11, contact point for reporting if evidence of breach and all outstanding conditions will not be satisfied by completion:  As 1.11a.
5.5.3b	Does the lender require an original/copy of the planning permission?
	No, but you must retain a copy of your file.
5.5.3c	Does the lender require an original/copy of the building regulation consents?
	No, but you must retain a copy of your file.
5.5.3d	Does the lender require certificates of lawful use or development/established use certificate?
	No, but you must retain a copy of your file.
5.5.4	If different from 1.11, contact point if the property is subject to restrictions which may affect its value or marketability.  As 1.11a.

### 5.7.1a Does the lender lend on flying freeholds?

No.

#### 5.7.1b Does the lender lend on freehold flats?

No

### 5.7.1c If the lender is prepared to accept a title falling within 5.7 and the property is a freehold flat or flying freehold, to which contact point must this be reported?

Not Applicable.

# 5.8.1 Does the lender accept security which comprises a building converted into not more than four flats where the borrower occupies one of those flats and the borrower or another flat owner also owns the freehold of the building and the other flats are subject to long leases?

Yes, we require our security to be the leasehold flat to be occupied by the borrower, and for that security to have separate leasehold title. Where the borrower also owns the freehold then our security should also include the freehold title. We will only lend on one flat in a building of this nature.

5.8.5 Does the lender accept security which comprises one of two leasehold flats in a building where the borrower also owns the freehold reversion of the other flat and the other leaseholder owns the freehold reversion in the borrower's flat? If so, are there any specific requirements?

No, so cross leasehold arrangements such as, for example, Tyneside flats are not acceptable.

#### 5.9.1 Does the lender lend on commonhold?

No.

### 5.10.1 If different from 1.11, contact point if there is a restriction on use.

As 1.11a.

5.13.1 If different from 1.11, contact point if borrower is not providing balance of purchase price from funds/proposing to give second charge.

As 1.11a.

### 5.14.1 What minimum unexpired lease term does the lender accept?

85 years from the date of completion of the mortgage. Please ensure that you explain the implications of a short term lease to the borrower.

### 5.14.9 If different from 1.11, contact point for matters connected with the lease:

As 1.11a. With regard to ground rent, please note that we have the following additional requirements to those set out in Part 1 of Section 5.14.9: \* the maximum ground rent at the start of the lease term must not exceed £1000 a year; \* the ground rent must not be capable of being increased during the first 21 years of the lease, and not more frequently than every 21 years during the rest of the lease term; \* when the ground rent is reviewed, any increase must not exceed the higher of i) 100% of the ground rent payable immediately before the date of the rent review: ii) a figure increased in accordance with the equivalent percentage change in the Index of Retail Prices since the date of the previous rent review.

### 5.14.10 If different from 1.11, contact for service charge matters:

As 1.11a.

### 5.14.11 Does the lender accept indemnity insurance where the terms of the lease are unsatisfactory?

Yes, provided you are satisfied that such insurance is a solution to the difficulty identified and you can give an unqualified Certificate of Title. You must retain a copy of any insurance policy on your file.

### 5.14.12 Does the lender require a clear ground rent/service charge receipt to be sent to you?

No, but you must retain a copy on your file

### 5.14.13 Does the lender require a receipted copy of notice or evidence of service to be sent to you?

No, but you must retain a copy on your file

### 5.14.15a If different from 1.11, contact point if there is an absentee/insolvent landlord:

As 1.11a, but see also next response.

### 5.14.15b Does the lender accept indemnity insurance if the landlord is absent or insolvent?

Yes, provided you are satisfied that such insurance is a solution to the difficulty identified and you can give an unqualified Certificate of Title. You must retain a copy of any insurnace policy on your file.

### 5.15.2a If different from 1.11, contact point if there are apparent problems with the management company:

As 1.11a IMPORTANT NOTICE - RENTCHARGES (INCLUDING ESTATE RENTCHARGES): Our legal adviser should make all reasonable enquiries to ascertain whether the property is subject to rentcharges (especially, but not only, where the property is a recently built freehold property). Where a property is subject to a rentcharge: • ["The first requirement"] Where either: (i) the statutory remedies for non-payment contained in Section 121 of the Law of Property Act 1925 will apply, or (ii) the rentcharge instrument provides for powers of re-entry or other enforcement powers, then the collector/recipient of the rentcharge must be obliged to give both the property owner and any lender written notice of the arrears together with at least 2 months' written notice to remedy the breach. In addition, should further action be proposed regarding non-payment the collector/recipient must be obliged to notify any lender, in writing, of such action; • ["The second requirement"] In addition, the current annual amount payable under any rentcharge (or, if the property is affected by more than one rentcharge, the total amount payable under all of them) must not exceed £500 in present value and must not be capable of escalating such that the amount more than doubles every 25 years; • ["The third requirement" In addition, any rentcharge must, in return for the rentcharge payments, contain covenants on behalf of the rentcharge owner to perform or provide services in respect of common areas/facilities. • If the existing, or proposed, rentcharge agreement does not meet the first requirement, the second requirement or the third requirement, a deed of variation will be required. An indemnity policy will not be an acceptable alternative except where the charge relates to an historic rentcharge which: (a) is not related to services being provided; and (b) has not been collected for 12 years or more - in which case you should obtain a suitable indemnity policy to protect our position. • The rentcharge must contain covenants on behalf of the management company to maintain the common areas/facilities of the estate, in return for the rentcharge payments.

### 5.15.2b Does the lender need to be sent the management company share certificate?

No.

5.15.2c	Does the lender need to be sent the signed blank stock transfer form?  No.
5.15.2d	Does the lender need to be sent the management company's memorandum and articles of association?  No.
5.16.2	If different from 1.11, contact point if unable to certify search entry does not relate: As 1.11a.
5.17.5a	Does the lender need to be sent the power of attorney?  No.
5.17.5b	Does the lender need to be sent the statutory declaration of non-revocation of power of attorney?  No.
5.19.1	If different from 1.11, contact point for lending on affordable housing, shared equity and shared ownership and where relevant your requirements:
	We do not lend where the transaction involves affordable housing, key worker, shared equity or shared ownership.
5.20.1	Does the lender require me to report to them where the lease does not meet the UK Finance minimum requirements for leases of roof space for solar PV panels?  Yes. As 1.11a. For details of additional requirements, see paragraph 5.20.3 below.
5.20.3	Does the lender have additional requirements relating to leases of roof space for solar PV panels, and if so, what are they?
	Yes. Please ensure that the requisite break clause includes a provision that, where the lender terminates the lease, the costs of removing the solar PV panels and making good any damage are expressly the responsibility of the solar PV provider.
5.20.4	Does the lender require you to disclose the details of any existing Green Deal Plan(s) on a property?
	Yes. Please provide details of any Green Deal plans - see 1.11a for contact details.
6.1.3	If different from 1.11, contact point if borrower is not taking up the mortgage offer: As 1.11a.
6.2.1	If different from 1.11, contact if any discrepancies in property's description: As 1.11a.
6.3.1	If different from 1.11, contact point for any issues relating to purchase price: As 1.11a.
6.4.4	Does the lender require me to report incentives?  Yes. If the purchase price does not reflect the cashback, incentives or discount then we may have to reconsider the basis of our lending.

6.4.5 If different from 1.11, contact point if we will not have control over the payment of all the purchase money:

As 1.11a.

6.5.1 If different from 1.11, contact point if vacant possession is not being given:

As 1.11a.

6.6.1 If different from 1.11, contact point if property is let/to be let and to check you lend on buy-to-let:

As 1.11a. Where the loan is explicitly identified in the Mortgage Offer as a Buy to Let purchase or remortgage, you do not need to inform us that the transaction is for Buy to Let purposes.

6.6.2 If different from 1.11, contact point when you do not have details of current letting or letting to take place at completion:

As 1.11a. Where the loan is explicitly identified in the Mortgage Offer as a Buy to Let purchase or remortgage, the Mortgage Offer will set out our specific requirements for any letting of the property.

- 6.6.3 Does the lender require counterpart/certified copy tenancy agreement to be sent to you?

  No. But you must retain a copy for your file.
- 6.6.4 Does the lender lend where the property comes within the definition of a house in multiple occupation? If yes, what are your requirements?

We do not lend where a mandatory licence for the property must be obtained from the Local Authority. We do lend where the property is or will be an unlicensed house in multiple occupation or a house, whether or not a house in multiple occupation, which is subject to additional licensing, selective licensing or any other form of discretionary licensing which is not mandatory licensing. In all cases where a licence for the property is required, you must ensure that the licence is in place on or before completion of the loan.

6.7.1 What new home warranty schemes are acceptable to the lender?

Where the loan is explicitly identified in the Mortgage Offer as a Buy to Let purchase or remortgage, we do not accept properties classified as newly built and the property must have been occupied for a minimum period of 2 years prior to completion of our mortgage. In these cases we will accept the following: \* NHBC \* Premier Guarantee \* LABC \* Building Life Plans (BLP). These policies are underwritten by Allianz Global but written by BLP. \* Checkmate/Castle 10 (nb. where out buildings such as a detached garage are also being constructed an endorsement to include these in cover is required). \* Build-Zone \* Build Assure (New Home Structural Defects Insurance) \* Global Home Warranties (Structural Defects Insurance) \* The Q Policy for Residential Properties \* The Q Policy for Bespoke Properties (detached only) \* Protek \* Advantage (Insurer:Elite Insurance Company) There must be no more than 10 units in any complete structure \* International Construction Warranties (ICW) \* Ark Residential New Build Latent Defects Insurance. Where a detached garage/outbuilding has been constructed at the same time as the main building, the policy must include an endorsement confirming cover for the detached garage/outbuilding \* Aedis (nb. There must be no more than 20 units in the structure) \* One Guarantee

6.7.2 What new home warranty documentation should be sent to the lender?

None, but you must retain on your file a copy of all documentation designated as being for the Lender.

### 6.7.3 Should any assignments of building standards indemnity schemes be sent to us? No, but you must retain a copy on your file.

### 6.7.4 Will the lender proceed if the property does not have the benefit of a new home warranty scheme?

Yes, if the building work has been monitored by a professional consultant and provided any certificate given by a professional consultant meets the requirements of 6.7.4 and the appendix to the Handbook. We do not have our own form of certificate.

### 6.7.6 Does the lender need to be sent the professional consultant's certificate?

No, but you must retain a copy on your file.

### 6.8.1 If different from 1.11, contact point if no agreement and bond for an unadopted road or sewer:

We do not insist on any such agreement and bond being in place nor on you making a retention and so we do not need to be made aware of such circumstances. You, however, should ensure all applicants are aware of their potential liability.

### 6.9.1 If different from 1.11, contact point if necessary easements are absent:

As 1.11a. If the defect in title cannot be rectifed by appropriate documentation we will require indemnity insurance to be in place at completion. You must retain a copy of any insurance policy on your file.

### 6.10.2 Who will the lender release any retentions (or instalments of the advance) to?

Any retention will be released to the borrower, unless we have written authority from the borrower to release it elsewhere. Instalments of the advance will be released to you.

# 6.11.1 If different from 1.11, contact point if property is affected by redevelopment or road proposals: As 1.11a.

## 6.12.1 If different from 1.11, contact point if pre-emption rights, resale restrictions, options etc will affect the lender's security:

As 1.11a.

### 6.13.1 If different from 1.11, contact point if property is affected by improvement/repair grant which will not be discharged:

As 1.11a.

### 7.3 Does the lender require a consent to mortgage from all occupants aged 17 or over?

Where the loan is explicitly identified in the Mortgage Offer as a Buy to Let purchase or remortgage, we will not require a consent to mortgage but we do require compliance with our tenancy conditions. One of these conditions is that a letting to a member of the borrower's family is not permitted.

### 7.4 If different from 1.11, contact point if doubts about accuracy of information disclosed:

As 1.11a.

### 8.1 Does the lender allow me to advise any of the specified third parties?

Yes, provided you are satisfied that: \* there is no conflict of interest in giving such advice and \* by doing so the document being signed will not be open to challenge.

### 9.1 Does the lender need to be sent the indemnity insurance policy?

No, but you must retain a copy on your file.

### 9.2 What limit of indemnity insurance does the lender require?

An amount at least equal to the amount of the mortgage advance. Any indemnity insurance policy must protect the borrowers, any successors in title and any mortgagee.

### 10.2a Will the mortgage advance be paid electronically or by cheque?

Electronically. Please refer to our CHAPS Payments Service Terms and Conditions included with your mortgage instructions.

### 10.2b What is the minimum number of days notice lenders require?

We must receive your Certificate of Title and Request for Advance (the "Certificate") at least six working days before completion. The advance monies will be sent to your client account (you must provide details in the Certificate) on the last working day prior to the completion date. Occasional delays in transmitting advance monies can occur as a result of a breakdown in the external CHAPS system. No responsibility can be accepted for losses arising from any such delays.

### 10.3 What are the standard deductions made from the mortgage advance?

Please check the mortgage offer to see whether any deductions such as a Higher Lending Charge are to be made. Any such deductions will be shown on the mortgage offer which will also show the net amount to be sent to you.

### 10.7 On a delayed completion, when and how is advance to be returned?

Return the funds electronically to our bank account within one working day of completion date in Certificate. Details of our bank are: Bank: National Westminster Bank Plc Branch: Bradford Network, contact number 0870 240 3366 Sort Code: 56-00-36 Account No: 29562805 If not returned as above, or you do not quote correctly the borrower's name and account number, interest will be charged.

#### 10.9 If different from 1.11, contact point if completion is delayed?

As 1.11a.

### 10.10 How long can you hold the mortgage advance before returning it?

See 10.7.

### 10.11 What, if any interest does the lender charge if return of the advance is delayed?

Interest will be charged at the rate payable by the borrower under the terms of the mortgage.

### 12.3.1 If different from 1.11, contact point for release of retentions/mortgage advance instalments:

As 1.11a.

### 14.1.4 Does the lender require me to make a form CH2 application?

Yes, if it is an instalment mortgage or where a retention is being made.

### 14.1.5 Does the lender need to be sent the original mortgage deed and/or any other original title documents?

If you are using the Land Registry's e-Document Registration Service, yes we need the original mortgage deed but you must also keep a certified copy on your file. If you are not using the Land Registry's e-Document Registration Service, no but please lodge the original mortgage deed (not a certified copy) with your application for registration to the Land Registry.

#### 14.2.1 Where should the title deeds and documents be sent?

Only those documents (if any) specified under these responses should be sent to: Customer Service, Accord Buy to Let, PO BOX 869, Newport, NP20 9GY.

### 14.2.2 Which documents must I send after completion?

Official copy of the register entries, any filed plan and either the original or a certified copy of the completed mortgage deed.

### 16.1.1 If different from 1.11, contact point for title documents:

Not applicable as we will not retain any title deeds and documents.

### 16.3.1 Does the lender have a standard form of transfer/deed of covenant?

As to a standard form of transfer - no. As to a standard deed of covenant - yes, for use where there is a change in the parties to the mortgage. We will not be a party to any transfer deed, but where appropriate, will issue a separate form of release on request.

### 16.3.2 If different from 1.11, contact point for finding out the debt amount:

Accord Buy to Let, PO Box 869, Newport, NP20 9GY. Tel No. 0345 848 0224.

### 16.3.4 Does the lender need to be sent the transfer of equity?

You must retain a certified copy of the completed transfer on your file where the transfer includes a covenant by a new borrower or the release of a borrower or guarantor from obligations under the mortgage.

### 16.3.7a If different from 1.11, contact point for obtaining execution of transfer equity:

Customer Services Team, Accord Buy to Let, PO BOX 869, Newport, NP20 9GY

#### 16.3.7b What form of attestation clause does the lender use?

"Executed as a deed by affixing the Common Seal of Accord Mortgages Limited in the presence of: By Authority of the Board of Directors".

### 16.4.1 If different from 1.11, contact point for application for consent to letting:

Not applicable as these instructions relate to a Buy to Let mortgage application.

### 16.4.2 Does the lender need to be sent a copy of the proposed tenancy?

Not applicable as these instructions relate to a Buy to Let mortgage application.

### 16.5.2 If different from 1.11, contact point for confirming proposed deed or agreement will not adversely affect the lender:

Customer Services Team, Accord Buy to Let, PO BOX 869, Newport, NP20 9GY. It ay be necessary for us to refer any proposals contained in the proposed deed/agreement to our valuer.

16.5.3a	Where should the deed of variation be sent? As 16.5.2.
16.5.3b	Where should the deed of rectification be sent? As 16.5.2.
16.5.3c	Where should the deed of easement be sent? As 16.5.2.
16.5.3d	Where should the option agreements be sent? As 16.5.2.
17.1.1	If different from 1.11, contact point for redemption statements:  Customer Services Team, Accord Buy to Let, PO BOX 869, Newport, NP20 9GY
17.2.1a	Where do you send the discharge and repayment remittance? In accordance with the details in the redemption statement.
17.2.1b	Does the lender send the discharge via a DS 1 form or direct with the Land Registry?  Via a DS1 Form.