

**Certificate of Title  
to a House or Flat<sup>(1)</sup>**

(For use on a grant of a lease to a qualifying person under the preserved right to buy where the landlord does not own the freehold).

**Land Registry  
Housing Act 1985**

(as applied by the Housing (Preservation of Right to Buy) Regulations

**PSD15**

**IMPORTANT:** *Please read the notes on the back of this form.*

Underlease of the house/flat known as \_\_\_\_\_

\_\_\_\_\_ (“the property”)

by \_\_\_\_\_ (“the landlord”)

to \_\_\_\_\_

for a term of \_\_\_\_\_ years from \_\_\_\_\_

at a rent of £ \_\_\_\_\_ OR at a variable rent.

pursuant to section 154(2) and (3) of the Housing Act 1985 as applied by the Housing (Preservation of Right to Buy) Regulations [1993][1989] *(If the tenant served notice before 11 October 1993 the 1989 Regulations apply. Please delete the inappropriate alternative).*

I, \_\_\_\_\_

the \_\_\_\_\_<sup>(2)</sup> of the landlord hereby certify as follows:

(i) The landlord holds the property under a lease particulars of which are set out in schedule 1 overleaf and is entitled to grant the above-mentioned underlease of the property (including any rights granted as appurtenant thereto) free from any charge, rentcharge, easement, restrictive covenant or other incumbrances or adverse right or interest affecting the landlord’s leasehold interest except as stated in schedule 2 overleaf.

(ii) On the grant of the lease of which particulars are set out in schedule 1 (“the landlord’s lease”)

\* the lessor’s title was not investigated.

OR

\* the lessor’s title (including the title of any superior lessor up to and including the freehold title) was investigated in the usual way and the landlord’s lease validly demised the term of years thereby created free from any adverse rights or incumbrances (including restrictive covenants) except as stated in schedule 3 overleaf.

OR

\* the lessor’s title is registered with absolute title under title number \_\_\_\_\_

(iii) The property is shown [edged] [coloured] \_\_\_\_\_ on a plan of sufficient scale<sup>(3)</sup> which is annexed [to the underlease] [to this certificate].

Date \_\_\_\_\_ 20 \_\_\_\_\_ Signature<sup>(2)</sup> \_\_\_\_\_

Schedule 1

Particulars of lease under which the landlord holds the property

Term

Date

Parties

Years

From

Schedule 2 <sup>(4)</sup>

Incumbrances affecting the landlord's leasehold interest

Schedule 3 <sup>(4)</sup>

Adverse rights and incumbrances (including restrictive covenants) affecting the freehold and any intermediate leasehold interests

## NOTES

- (1) This certificate is in the form approved by the Chief Land Registrar under section 154(4) of the Housing Act 1985 as applied by regulation 3 of the Housing (Preservation of Right to Buy) Regulations 1989 S.I. 1989/368 or regulation 2(2) of the Housing (Preservation of Right to Buy) Regulations 1993 S.I. 1993/2241 for use on the grant of a underlease of a house or flat under the preserved right to buy provisions for sale to a qualifying person where the landlord does not own the freehold but has an interest sufficient to grant a lease for a term exceeding 21 years (house) or 50 years (flat) at the date on which the tenant's notice claiming to exercise the right to buy is served.

It may not be used for any other purpose. Form PSD13 must be used where the landlord conveys a freehold house. Form PSD14 must be used where the landlord owns the freehold and grants a lease in similar circumstances.

Form PSD17 must be used when the house or flat is conveyed subject to the preserved right to buy.

- (2) This certificate is the responsibility of the landlord and an inaccurate or incomplete certificate may give rise to a claim for indemnity (see Housing Act 1985, section 154(5)). It must be signed by the solicitor of the landlord or a chairman or director of the landlord or some other officer approved by the Chief Land Registrar.
- (3) Under the provisions of the Land Registration Rules 2003, all applications for registration must include sufficient particulars to enable the land to be fully identified on the Ordnance Survey Map. The lease should therefore normally incorporate a plan of the property which should, if possible, be based on an extract from the latest Ordnance Survey Map. Alternatively, a plan based on a site survey and drawn to an appropriate scale may be found to be suitable. If the property includes separate parts (e.g. a garage or a storage area) in addition to the house or flat itself, each part must be clearly identified.
- (4)
  - (i) In the schedules 2 and 3 the nature of each incumbrance should be stated and particulars of the deed or deeds creating it should be given; such deeds or certified copies or examined abstracts thereof should be handed over to the lessee or his solicitor with this certificate.
  - (ii) Reference should be made in schedule 3 to any restrictive covenants or other incumbrances affecting the freehold or any intermediate leasehold interest, to which the lease will be subject, including incumbrances which may not be binding on the landlord but will, nevertheless, become binding on the land in the hands of any successor in title of the landlord.
  - (iii) The entire amount (and not merely the informal apportionment) of any rentcharge should be stated.