**RELEVANT CLAUSES (Lessee's Covenants)**

Clause 2 (i)







**ANALYSIS**

**1. The first clause above stipulates that the property may not be sublet during the last seven years of the term. This is clear and not in question. It would imply, however, that the property can be sublet in the period before then**

**2. The second clause requires that any sublease of more than seven years must be notified to the Lessor's solicitors within 21 days for registration with a fee payable for registration. It does not say that permission is required from the Lessor, but only that the sublease must be registered. Again, by implication, it can be assumed that subleases of less the seven years do not require to be notified to the Lessor, except in the case of Clause 1 (last 7 years of the term)**

**3. The third clause above states that the premises may only be used as a single family dwellinghouse by the Lessee only. This is the clause that is causing the problem as I believe the purpose of this clause is simply to regulate the use of the premises and would apply to any occupant of the house, including an under-lessee. The correct wording would have been to replace the word Lessee with "Occupant" or add the word "or underlessee" after "Lessee"**