ipsa
Independent Parliamentary Standards Authority

Property Rental Form

Purpose of this form

This form will guide you through the set-up process for renting a property (either residential accommodation or a constituency office) for the purpose of carrying out your parliamentary duties. Once you have completed this form, it will ensure that you receive the funding support you need to secure the property and will instruct us to make regular rental payments directly to your landlord. **Before completing and signing please read our terms and conditions at the end.**

This form covers:

1. Registering your property with IPSA to claim for rent and associated expenditure – **SECTION 3;**
2. Applying for a deposit loan to secure the property – **SECTION 4;** and
3. Setting up a regular rental payment directly to your landlord – **SECTION 5**

When we receive your completed Property Rental Form, we will contact you to let you know the name of the person who will be managing your set-up process and your case ID reference. Please ensure when contacting us that you quote your case ID reference. This will help us locate your correspondence and direct your communication to the right person.

IF THERE ARE ANY CHANGES TO YOUR PROPERTY DETAILS AND/OR CIRCUMSTANCES YOU MUST INFORM IPSA OF THE CHANGE IN WRITING SUPPORTED BY APPROPRIATE EVIDENCE, FOR EXAMPLE A LETTER FROM YOUR LANDLORD, NO LATER THAN TWO WEEKS BEFORE YOUR RENT IS DUE.

Please complete all mandatory sections marked with (*) and optional sections marked with (**) below and send your completed form to IPSA (see address at the end of this form) together with a copy of your lease agreement.

Section 1 - Your Details *

Your name.	
Your constituency.	

Section 2 – Property details *

Type of property you are renting/ planning to rent.	Please tick: ☐ Residential accommodation ☐ Constituency office	*If you are registering more than one property with IPSA please use a separate form for each property.* *Please refer to the MPs' Scheme of Business Costs and Expenses for full details of the rules, including eligibility criteria.*
Property address, including postcode.	*Please insert address:*	*The address must match the details on your lease agreement.* *The first part of the postcode for all offices and residential accommodation that IPSA has funded is published on our publication website.*

Section 3 – Registering your property with IPSA *

Have you signed the lease agreement?	☐ Yes – Please enclose the signed version of your lease with this form. ☐ No – please see guidance ☛	*If you do not have a signed lease, you can continue to complete this form and send the draft lease to us without the signature. However, once you receive the signed lease you **must send** this to us so that we can continue with the registration process that will enable you to claim for rental and associated costs.*
What is the notice period in the lease?	Please state your notice period here: _____	*We advise that you negotiate a notice period of no more than two months. When you leave Parliament, you can claim expenses for up to two months. Any costs incurred after this period will be your responsibility.*
What is the start and end date of your tenancy agreement?	Start date:_____/_____/_____ End date:_____/_____/_____ ☐ Ongoing	*If your tenancy is ongoing, please tick. We will continue to pay for costs for up to two months after you cease to be an MP, or when you inform us of the date you vacate your property, whichever is the earlier.* *Please ensure you inform us of any change to your lease agreement as soon as you are aware and no later than two weeks before your next rent payment is due.*
Does this property replace any existing registrations you have with IPSA?	☐ Yes – Please answer next question ☐ No	
What is the address of your previous property and the date you ended your tenancy?	Address of previous property: Date you vacated this property: ____/____/_____	*As soon as you are aware, you must notify IPSA, (and no later than two weeks before your next rental payment is due), of the date you vacated your property. You must also repay any outstanding deposit loans. We will contact you if there are any amounts outstanding.*
The following questions only apply to constituency office rentals		
Is the landlord a political party or association?	☐ Yes – please see guidance ☛ ☐ No	*If you are renting from a political party you must submit a valuation of the contract, prepared by a member of the Royal Institute of Chartered Surveyors (RICS). This is to confirm that the rent paid under the lease is within the market rate. IPSA will not reimburse rent which is more than the independent valuation.*
Are you sharing your office with another tenant?	☐ Yes – Please indicate percentage share of the costs below: Percentage share of costs: **……%** ☐ No	*If you are sharing the property with another tenant you must only claim the costs that are proportionate to your share of the property.*

The following questions only apply to residential accommodation rentals		
Is the landlord for this property an MP?	☐ Yes – please state name of MP below: ☐ No	
Are you sharing your accommodation with another MP?	☐ Yes – Please indicate percentage share of the costs below: Percentage share of costs: **……%** ☐ No	*If you are sharing the property with another MP you must only claim the costs that are proportionate to your share of the property.*
Do you have a dependant that will routinely reside with you?	☐ Yes – please see guidance ☛ ☐ No	*For each dependant you will need to submit a registration form on the online expenses system. Once this has been processed, you will have your accommodation budget limit increased by up to £2,425 per dependant in any financial year.* *Please see paragraphs 4.22 – 4.24 of the MPs' Scheme of Business Costs and Expenses for full details.*

Section 4 – Do you require a deposit loan for this property? **

Do you require a deposit loan?	☐ Yes ☐ No – **Go to SECTION 5**	*To apply for a deposit loan you will need to submit a copy of your lease agreement. This can be a draft rental agreement.*
Amount of deposit loan required.	*Enter amount required below:* £……	*The amount requested must not exceed the amount of deposit stated on your lease agreement.*
Please note *Before applying for the deposit loan you must read our terms and conditions at the end of this form* *The deposit loan will be paid into the same account as your parliamentary salary.* ***Within one month of vacating your property or when you cease to be an MP you must repay to IPSA the full amount of the deposit loan paid.***		

Section 5 – Would you like us to pay rent to your landlord directly? **

SECTION 5A – Direct rental payment details		
Would you like us to pay rent to your Landlord/Agent directly?	☐ Yes ☐ No – **Go to SECTION 6**	*In order for us to set up a direct payment arrangement with your landlord we need a lease that has been signed by you and your landlord.* *If you decide not to arrange a direct rental payment, you can claim your rent through reimbursement from IPSA.*
Frequency of payment	*Please tick:* ☐ Monthly ☐ Bi-annually ☐ Quarterly ☐ Annually	*Frequency must match your lease agreement.*
Amount of rent to be paid directly to your Landlord/Agent.	£……	*The amount stated must not exceed the rental amount stated in your lease agreement.* ***Be aware –*** *When setting up a regular direct payment you must ensure you have sufficient money in your budget and that you monitor your expenditure on a regular basis to avoid overspending.* *Any overspends will need to be repaid to IPSA. If at the time of setting up your direct rental payment we realise the amount requested will take you over your budget we will contact you to let you know and advise you of the options available.*
Date of first payment under this arrangement.	*This is the date when your first payment under this arrangement should reach your landlord.* ……/……../…….	*Payment date must match the rent due date as stated in your lease agreement.* *Please ensure you do not submit any claims for reimbursement of rent that relate to a period after this date.*
When would you like this payment arrangement to end?	☐ When I notify you, which will be no later than two weeks before my rental payment is due. ☐ Lease end date: _____/_____/_____ ☐ Another date which does not go beyond my tenancy lease end date____/____/____	
Would you like the direct payment to your landlord to quote a reference?	*If so, please state reference below:*	

SECTION 5B – Landlord details		
To whom is the rent being paid?	☐ Landlord ☐ Agent	
Landlord/Agent name to whom the rent is being paid	*Please enter name:*	*The names of all MPs' landlords for office and residential accommodation are published on our publication website.*
Landlord/Agent address	*Please enter address:*	
Landlord/Agent email address	*Please enter email address:*	
Landlord/Agent telephone		
Landlord/agent bank details where rent is to be paid. Account name Bank/building society name Sort code Account number Roll number (if applicable)	*Please enter bank details:*	
Please note *Before applying for a direct rental payment arrangement you must read our terms and conditions at the end of this form.*		

Section 6 – Any other information you would like to tell us about?

Please provide any additional information here:

Section 7 – Declaration – To be completed by the MP

I certify that:

I understand that by signing this form I am entering into a legally binding agreement with IPSA.

I have read and understood the terms and conditions as instructed at the beginning of this document and confirm that I will abide and comply with them; and that the information I have supplied on this form is, to the best of my knowledge, true and complete and complies with the *MPs' Scheme of Business Costs and Expenses.*

MP signature: ……..

Name (please print): …….

Date: _____/_____/20_____

Please post <u>this form and a copy of your signed or un-signed lease agreement</u> to:

IPSA
4th floor
30 Millbank
London SW1P 4DU

Or email:info@parliamentarystandards.org.uk

Data Protection IPSA will process the personal information you provide, and the personal information it obtains, for the purposes of exercising its statutory functions and as set out in the IPSA Freedom of Information and Data Protection Policy. IPSA may disclose information to third parties where it is required or permitted to do so by law. IPSA is a public authority under the Freedom of Information Act 2000 (FOIA). The information it holds may be disclosable under FOIA. Under the Data Protection Act 1998, you have a right to request a copy of the personal information which IPSA holds on you. To make a request, please contact IPSA's Data Protection Officer. IPSA may charge the statutory fee for access. For further information about how IPSA processes your personal information, please contact IPSA's Data Protection Officer at IPSA, 4th floor, 30 Millbank, London SW1P 4DU.

Office use only

All details checked and form completed correctly	☐	Case owner (checked by) …….
Rent advance payment requested?	☐	Date…….
Outstanding deposit loans checked	☐	IRIS case number……

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Property Rental Form Terms and Conditions – YOUR COPY TO KEEP PLEASE DO NOT SEND TO IPSA

Please read the terms and conditions set out below before completing the Property Rental Form.

Please refer to the current edition of the *MPs' Scheme of Business Costs and Expenses* (available on IPSA's website: www.parliamentarystandards.org.uk) for full details about the rules, budgets and eligibility criteria for renting a property.

If you have any questions or are unsure about any of the wording below please do not hesitate to contact our MP Support team on 020 7811 6400 or by email at info@parliamentarystandards.org.uk.

Purpose

1. The Property Rental Form must be completed and submitted to IPSA when entering into a new property lease agreement for the purpose of undertaking your parliamentary functions and for which you are claiming rent from IPSA.

2. The form enables you to register your property, instruct IPSA to make regular payments to the landlord on your behalf and apply for a deposit loan.

3. A new Property Rental Form must be completed for each property you are registering with IPSA.

Accuracy of information

4. It is your responsibility to ensure that all information supplied to IPSA in support of this agreement is accurate.

Informing IPSA of any changes

5. You must inform IPSA of any changes to your rental arrangement as soon as you are aware and no later than two weeks before your next payment is due.

6. Where there has been an overpayment to the landlord or letting agent, unless this is due to an IPSA error, it is your responsibility to ensure the overpayment is recovered and repaid to IPSA within 30 days of IPSA informing you of the amount due.

Registering your property with IPSA

7. To register your property with us you will need to send us a copy of your signed lease agreement and your completed Property Rental Form.

8. No expenses may be claimed relating to the rental of a property where you, or a connected party, are the owner of the property in question. For the avoidance of doubt, in these circumstances, "expenses" includes any deposit that the tenancy agreement may require you to pay. For a definition on connected parties please refer to the MPs' Scheme of Business Costs and Expenses under section 3.15.

Negotiating a break clause in your tenancy agreement

9. You must ensure you have negotiated a break clause in your tenancy agreement so that you can extricate yourself from the contract within two months in case of a change in circumstances such as loss of your seat at a general election. The winding up budget permits former MPs to claim for expenses incurred for a maximum of two months after they cease to be MPs.

Advance rent payment

10. If you require a first month's advance rent payment to secure the property but do not at this point have a signed lease agreement, we may in exceptional circumstances allow you to claim for an advance rental payment. If you require an advance rent payment please state this in section 6 of this form.

11. You must submit to IPSA a signed copy of your lease agreement no later than two weeks before your next rental payment is due.

12. If we do not receive your signed lease agreement in the period specified under para 11, we will write to you to seek repayment of any monies paid to you for the property in question.

Applying for a deposit loan

13. If at the time of completing this form you do not have a signed lease agreement and you require a deposit loan, please complete this form and send your draft lease agreement to us.

14. If you have submitted a draft version of your lease agreement, you must send us your signed lease agreement as soon as practicable after you have signed it and no later than two weeks before your next rent payment is due.

15. You may only use a loan issued under these arrangements to pay for the initial deposit that you are required to pay under the terms of your lease at the commencement of a tenancy on qualifying rented residential or constituency office accommodation.

Amount of the loan

16. The amount of the loan applied for must not exceed:
    - the deposit loan amount stated on your lease agreement; or
    - one quarter of the appropriate annual Accommodation Expenditure budget for the location,

    whichever is the lower.

Number of loans

17. If the property is a constituency office you can apply for a deposit loan for each property that you are occupying.

18. If the property is a residential property you can only have one deposit loan outstanding at any one time. Where you require a loan for a new property, but have a previous residential loan outstanding that is still within the repayment period, you can apply for a second loan on condition that you will repay the previous loan before the due date which will be 30 days from the date you vacate your previous property.

Paying back the loan

19. You must notify IPSA and pay back the full amount of any loan issued to you by IPSA no later than 30 days after the date on which the tenancy came to an end or, where you leave Parliament, no later than one month after the end of the Winding Up period as set out in paragraph 8.6 of the *MPs' Scheme of Business Costs and Expenses* (whichever is earlier).

20. You are responsible for securing the return of the deposit and for repaying the loan in full to IPSA. Any shortfall between the loan and the amount returned to you shall be your sole responsibility.

21. IPSA will require repayment of the loan within one month following any event or circumstance (or IPSA becoming aware of any event or circumstance) which in IPSA's opinion (acting reasonably) (i) is contrary to the terms of the *MPs' Scheme of Business Costs and Expenses* or (ii) materially changes the basis or understanding on which IPSA originally approved the loan.

22. You will be required to pay back any loan you hold within one month under these arrangements in the event that it becomes illegal for IPSA to issue such loans or if there are any changes in circumstances requiring IPSA to repay the funds.

Tax implications

23. Please note there may be tax implications if the combined outstanding value of all loans to you is more than £10,000 at any time during the tax year. Please refer to relevant guidance on loans on HMRC's website or contact HMRC if you have any queries.

Outstanding amounts

24. If you do not repay IPSA the full amount of deposit loan due within the timescales specified in paras 19, 21 and 22, this will become a debt and IPSA will seek to recover the full amount due in accordance with our debt recovery policy.

Publication

25. IPSA will publish all deposit loans that you may hold under this agreement in accordance with our publication policy.

26. IPSA will also publish any repayments made for outstanding deposit loans in accordance with our publication policy.

Setting up a direct rental payment arrangement

Landlord and tenant relationship

27. Please note under this arrangement IPSA will pay rent as an agent on your behalf and this arrangement does not create any tenant relationship between IPSA and the landlord. You are responsible for informing your landlord of this arrangement prior to setting up the direct rental payment.

Tenancy end date

28. IPSA will not set up a payment arrangement beyond the end date of your tenancy agreement. If your tenancy is extended, you must send IPSA confirmation from your landlord of the new lease end date no later than two weeks before your next rental payment is due.

29. If your tenancy is ongoing we will continue to pay for costs incurred up to the end of the winding up period when you cease to be an MP or when you inform us of the date you vacate your property, whichever is the earlier. Please ensure you inform us of any change to your lease agreement as soon as you are aware and no later than two weeks before you next rent payment is due.

Informing IPSA of any changes

30. You must inform IPSA of any changes to your rental arrangement as soon as you are aware and no later than two weeks before your next payment is due.

31. If you do not inform IPSA of the changes to your lease arrangement in good time, any error caused by late notification will be your responsibility.

Circumstances in which your direct payment may stop

32. IPSA will continue to make payments directly to your landlord/letting agent and will only cease payment in the following circumstances:

    - If you have instructed us to cease payment.

    - If, after monitoring your expenses, we feel there is a risk your direct payment will take you over your budget. If we decide to stop your payment we will write to you in advance to inform you of when your payment will stop. You are responsible for making sure that you remain within your budget and any amounts overspent are recoverable by IPSA.

    - If we have not received information required from you to continue the payment arrangement, for example an updated copy of your lease or a letter from your landlord confirming your lease has been extended .

Overpayments

33. Where there has been an overpayment to the landlord or letting agent, unless this is due to an IPSA error, it is your responsibility to ensure the overpayment is recovered and repaid to IPSA within 30 days of IPSA informing you of the amount due.

34. If we do not receive the amount due within 30 days our Finance Team will contact you to recover the amount outstanding.

Budget Overspends

35. If, at financial year end, you have overspent on your accommodation and/or office budget(s) we will write to you to inform you of the amount overspent and options of how you can repay this to IPSA.