

# Partnership UK property notes

Tax year 6 April 2014 to 5 April 2015 (2014-15)

These notes will help you to complete the 'Partnership UK property' pages of your Partnership Tax Return.

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# **1** Helpsheets

Helpsheet 251 gives more detailed information about the tax rules for land and property and is available from our website.

Go to www.hmrc.gov.uk/ helpsheet251 or go to www.gov.uk/businesstax/capital-allowances for more information about capital allowances.

# Filling in the 'Partnership UK property pages

The 'Partnership UK property' pages apply both to rental businesses with numerous properties, and to partnerships with 1 property to rent.

Please gather together your records of rent received and expenses.

Complete these pages if the arthership has

- rental income and other recents from land and property in the UK
- chargeable premiums along from leases of land in the UK
- furnished holiday lettings in the UK or EEA
- a reverse premium

Use the 'Partnership foreign' pages for income from land or property overseas except for furnished holiday lettings income from properties in the European Economic Area (EEA). Go to www.hmrc.gov.uk/forms/sa802.pdf for the Partnership foreign' pages or phone the Self Assessment Orderline for a cop.

here are certain receipts that arise out of the use of land that should not be it luded in these pages. If the partnership runs the following type of business, you must fill in the 'Partnership trading' pages.

- Canals, inland navigations and docks
- Mines and quarries, including sandpits, gravel pits and brickfields
- Rights of markets and fairs, tolls, bridges and ferries

This list is not comprehensive. If you do not know whether to include a particular sum, ask us or your tax adviser.

If the partnership owns property which is let as a furnished holiday letting in the UK or EEA, follow the guidance starting on page PLN 2. If the partnership lets property other than furnished holiday lettings, you should follow the guidance starting on page PLN 6 about other taxable income from land and property in the UK. Everyone who fills in the 'Partnership UK property' pages should read the general guidance on page PLN 2.

# 1 Need help?

Go to our website at www.gov.uk/oer/antax/self-assessment

#### Phone

The remuser print of on sur tax.

SA Help ine

0 200 3310

3A Orderline **0300 200 3610.** 

# Return period

#### Boxes 1.1 and 1.2

For all partnerships (except investment partnerships other than 'CT Partnerships', see below) the 'Partnership UK property' pages should be completed for the profits of the partnership's rental business for its accounting period(s) ended in the tax year 2014–15. In these circumstances, the dates shown in boxes 1.1 and 1.2 should be the same as those you have entered in boxes 3.4 and 3.5 on page 2 of the Partnership Tax Return.

### Return period for investment partnerships

Where, exceptionally, a partnership does not carry on a trade or profession, the 'Partnership UK property' pages should be completed for the profits of the rental business in the period 6 April 2014 to 5 April 2015, unless the partnership is a 'CT Partnership' (see page PTRG 5 of the Partnership Tax Return Guide).

If accounts are made up for any other period, you should apportion figures in the sets of accounts that between them cover the period 6 April 2014 to 5 April 2015 (if apportionment gives a reasonable approximation of the actual figures for that period), or provide the actual figures themselves.

Enter '6/4/2014' in box 1.1 and '5/4/201 in box 1.2.

# More than 1 accounting period

Where a Partnership Tax Return is required for the accounting period end of the period 6 April 2014 to 5 April 2015 and there is more than 1 such accounting period, you may have to complete more than 1 sec of 'Partnership UK property' pages. The theorets on page PTRG 9 of the Partnership Tax Return Guide.)

# Providing deails of income and expenditure

Accounts re prepared for a variety of reasons and it a variety of ways. It may not be immediately obtained where you should enter some of your figures. The notes which follow are designed to give guidance in the most difficult areas but they are not intended to be hard and fast rules.

In some instances you may need to combine or apportion your figures to fit the Partnership Tax Return. If you include an expense under one heading where another may be equally appropriate, you should be consistent from one year to the next.

Make sure that you transfer all the entries in your accounts and that you include them once only.

If the partnership does not have accounts, you should fill in the pages bearing in mind that the taxable profit should be worked out using generally accepted accounting practice. If you need help, ask us or your tax adviser.

If the partnership has been told that they are within the Managing Deliberate Defaulters (MDD) programme you should complete all applicable boxes on pages PL 1 and PL 2 If the partnership has been told that they subject of the additional reporting requi you must also send the detailed par accounts, balance sheet an computation the Partnership Tax Return. Ventify and explain the nature and amount v fixes contained in those accounts that cannot be vouched by physical or electronic reco the time that the ction took place, or written underlying tran confirmation that o such figures are included.

# Fornished Poliday lettings (FHL) in the CK of EEA

Ropert s that are let as 'furnished holiday letters' are treated differently from other let properties for tax purposes and have certain tax advantages. For more about this, read Helpsheet 253, 'Furnished holiday lettings'. Go to www.hmrc.gov.uk/helpsheet253

If the partnership has furnished holiday lettings, start by filling in the first of the 'Partnership UK property' pages. Then fill in the second page. Details of other rental and business income and expenses go on the second page (see the notes on page PLN 6).

### What is a furnished holiday letting?

We normally regard a letting as a furnished holiday letting if it is a property in the UK or EEA that is:

- furnished, and
- available for holiday letting to the public on a commercial basis for 210 days or more during the year (the availability condition), and
- actually let commercially as holiday accommodation for 105 days or more during the year (the letting condition)

There are other rules on long-term lets. If you think your property may qualify as a furnished holiday letting, please read Helpsheet 253.

#### **EEA** businesses

If you have an FHL business in the EEA, complete boxes 1.3 to 1.20 following the guidance below and put an 'X' in box 1.19.

If you have both a UK FHL business and an EEA FHL business, complete a separate page for each business and put an 'X' in box 1.19 for the EEA business.

## Box 1.3 Income from furnished holiday lettings

Enter the gross amount of income arising from properties that qualify as holiday lettings in the UK or EEA in box 1.3. This includes all the rents that relate to the year ended 5 April 2015 and any monies obtained from the provision of any services to tenants. Non-resident landlords should show income here before deduction of tax. The tax will be included at box 1.22.

# **Expenses**

If the partnership's total property income in the year, including furnished holiday letting income, before expenses is less than £81,000 annually, you do not have to list expenses separately. Instead, put total expenses in box 1.9.

The following guidelines give an indication of the main types of expenses likely to arise from holically lettings and what usually cannot or on be claimed as a deduction.

#### Non-allowable expenses

A partner's personal expenses (see the notes about box 1.12 on page PLN 4).

Capital costs, such as expensive relating to the purchase of the land or property of intends to let, or the cost of purchasing that here, furnishings or furniture.

Any loss made of the sale of a property.

### Allo vable expenses

seners, any costs incurred for the sole purpose of arning business profits.

You may be able to claim capital allowances on the cost of buying a capital asset.

The expenses must be allocated to the correct return period and it may be necessary to apportion certain expenses to arrive at the correct amount. If you include any expenses in boxes 1.4 to 1.9, make sure that you do not include them again in boxes 1.25 to 1.30 on page PL 2.

#### Box 1.4 Rent, rates, insurance, ground rents, etc

Any rent paid under a lease of a property let to someone else as a furnished holiday letting can be deducted in working out business profits.

Other expenses connected with the property such as business rates, Council Tax, water rates, or ground rents are also allowable. Enter the total of these expenses incurred in the period in respect of all properties in the business in box 1.4.

Include any expenses the partnership dust cur as landlord to insure the furnished olday letting and its contents in box 1.4.

Insurance against loss of rents is a coon allowable cost but you must include in box 1.3 any income you receive as a result of taking out such an insurance. Insurance s that extend beyond the lettings business, such as rersonal policies or those insuring the partner's private belongings, are not allowable cost.

#### Box Pepairs and maintenance

Expenses that prevent the property from erroring can be deducted as a repair. Examples include exterior and interior painting, tore-cleaning, damp treatment, roof repairs, furniture repairs and repairs to lifts and other machines that form part of the property.

You cannot deduct the cost of capital expenditure incurred on improvements, additions and alterations to the property. Nor can you claim a deduction for the cost of notional repairs that are no longer required as a result of this capital expenditure.

If you are in doubt whether any work on the property is a repair or maintenance, ask us or your tax adviser.

#### Renewals

You can claim the renewal of small items such as knives and forks.

The renewals allowance for the cost of replacing furniture, furnishings and machinery is no longer available for 2013–14 and following. See PIM3230 in the Property Income Manual for more information on the background to this change. Go to www.hmrc.gov.uk/manualsa-z

### Box 1.6 Finance charges, including interest

Include expenses that relate to the financial side of the rental business in box 1.6. Costs incurred in obtaining a loan or an alternative finance arrangement to buy a property that is let are allowable as a deduction. So is any interest incurred on the loan or alternative finance payments under an alternative finance arrangement. An alternative finance payment is the charge made by your finance provider over and above the original cost of the asset in the alternative finance arrangement. If you are unsure whether any financial cost is allowable as a deduction, ask us or your tax adviser.

### Box 1.7 Legal and professional costs

Below are some examples of expenses you cannot deduct and those you can.

# Non-allowable expenses

Expenses in connection with the first letting or subletting of a property for more than 1 year. These include, for example, legal expenses (such as the cost of drawing up the lease), agents' and surveyors' fees and commission.

Any proportion of the legal, etc costs that relates to the payment of a premium on the renewal of a lease.

Fees incurred in obtaining planning permission, or on the registration of title when buying a property.

#### Allowable expenses

Expenses for the let of a year or less.

Management fees relating to the angling costs of letting (for example, rent collection, etc).

The normal legal and professions far incurred on the renewal of a lease, if the least is for less than 50 years.

Professional fees of free victing an unsatisfactory tenant, with a view to selecting, or those on an appeal against a compulsory processase order.

Professicial it is in a awing up accounts.

I volume under whether any legal or professional fewer allowable as a deduction, ask us or your tax dviser.

# Box 1.8 Cost of services provided, including wages

If, in addition to letting a property, the partnership provides any service to the tenant (such as gardening, porterage, cleaning or even something like communal hot water) that requires a degree of maintenance and thus expense, you

can claim the cost of these services to the extent that they are provided wholly and exclusively for the purposes of the letting.

You should include the total of any expenses for all properties and their associated services in box 1.8. If the partnership receives any income for any service it provides, you should include this in box 1.3.

#### Box 1.9 Other expenses

Enter all expenses incurred wholly and exclusive for the purpose of the rental business that are not already included in boxes 1.4 to 1.8 in black 2.9. Examples include the costs of rent collection, advertising for tenants, travelling sclely for business purposes, stationery, phone all and other miscellaneous expenses. If you are a non-resident FHL landless banks the tax taken off your income at box 1. 2.

However, partners, personal expenses are not allowable. If the partnership spends money on something only partly used for the property, you must only enter the amount expended for business purposes in box 1.9. Alternatively, enter the whole amount and a duct in box 1.12 the proportion of the continual represents personal use.

#### Le se remium relief

Where the partnership (or an earlier tenant) paid a premium to the landlord when the lease was granted, and the partnership is subletting the property in the property business, you may be able to claim a deduction for part of the premium paid. The relief for premiums paid is only due on amounts taxable on the landlord as income (or would be if the landlord were liable to tax).

If you think you are entitled to a deduction for a premium paid, ask us or your tax adviser. The amount of the allowable deduction should be entered in box 1.9. The notes for box 1.21 on page PLN 6 explain how to calculate the part of the premium taxable on the landlord as income.

# Tax adjustments

To arrive at the partnership's income (or the allowable loss) for tax purposes you need to make certain adjustments to the net profit or loss arising in the year.

#### Box 1.12 Private use

Private and personal expenses are not allowable. If the partnership spends money on something used only partly for its rental business and partly for a non-business reason you must either:

- enter the amount expended for business purposes in boxes 1.4 to 1.9, or
- enter the whole expenses in those boxes and in box 1.12 deduct the proportion of the cost that represents the personal use or the non-business element

For example, if the partnership lets a property for only 8 months in a year and it is used by the partners in the other 4 months, you can put the full annual cost of insuring the property in box 1.4. If you do, you should add back one third of that cost in box 1.12.

If you are in any doubt whether a particular expense needs to be apportioned between business and private use, ask us or your tax adviser.

# Boxes 1.13 and 1.15 Capital allowances and balancing charges

In working out the profit from furnished holiday lettings you must not deduct:

- the cost of buying, altering, building, installing or improving fixed assets, or
- depreciation or any losses that arise when you sell them

Instead, the partnership may be able to claim capital allowances in box 1.15. These reduce a profit or increase a loss. An adjustment, known as a balancing charge, may arise when the partnership sells an item, gives it away or stops using it in the business. Enter the arrows to of balancing charges in box 1.13. The e increase profits or reduce a loss.

From April 2012, if you purc or ell a property which contains fixtures, (such a le then fittings, electrical or heating systems you must agree the part of the purchase pice to be attributed to those fixture with er party to the sale. Normally, you hould ix your mutual agreement Ta johr election (called a 'Section 198' or 'Section' 199' lection) which you must notify in 2 years of the date of transfer. to HARC From A yil 2014, if you buy or sell a property the nev wher will not be able to claim allowances fixtures if the past owner did not pool their alifying expenditure on the fixtures. Pooling includes making a claim for First Year Allowance or Annual Investment Allowance in respect of the expenditure. It is not necessary for the last owner to claim writing down allowances. As a rule, the past owner is the last person who was entitled to claim capital allowances on the fixtures.

Your tax adviser, if you have one, will tell you how to calculate capital allowances and balancing charges. If you do not have a tax adviser, go to www.gov.uk/business-tax/capital-allowances for more information.

#### **Box 1.15A**

Tick box 1.15A if box 1.15 includes enhanced capital allowances for spending on designated environmentally beneficial plant and machinery Go to www.gov.uk/business-tax/capital allowator more information.

#### Losses

#### Box 1.15B

For 2014–15 the losses to be catered in this box will have been allocated between the partners in the previous year. Please eview your records and add the allocated losses back together and enter them in this box up to the level of the FHL profits for the year.

#### **Pox** 18

The will be the figure in box 1.17 together with any osses for earlier years not set against this year's profits.

#### Box 1.19 EEA business

If you are filling in the page for an EEA property business put an 'X' here. If you have several properties in different EEA states you need only complete 1 EEA form – you don't have to use a separate page for each state.

### Box 1.20 Period of grace election

If any property qualified as an FHL property in 2013–14 but does not reach the occupation threshold in 2014–15 put an 'X' in box 1.20. See page 4 of Helpsheet 253, 'Furnished holiday lettings'.

# Transferring information to the Partnership Statement

Transfer the amount of the profit at box 1.16 to box 20 in the Partnership Statement. If you want to allocate this figure between the partners at the same time, read pages 15 to 17 of the Partnership Tax Return Guide. Otherwise finish filling in the rest of the 'Partnership UK property' pages.

# Other property income

If the partnership owns land or property in the UK and enters into any transaction which produces rents or other receipts from the land or property, it is treated as operating a rental business.

The concept of a rental business is broad. The rental profit or loss takes account of all rental and similar income, and related expenses, resulting from the exploitation of land or property in the UK. All activities by which the partnership derives income from land and property in the same capacity are treated as activities of the one business. It does not matter whether the partnership has a single property or numerous properties. All form a single business.

If the partnership receives income from way leaves and also receives rents from some or all of the land to which the way leaves relate, include the way leaves in box 1.21. If the partnership is carrying on a trade or profession, include the way leaves as part of the trading or professional income of the partnership at box 3.50 ('Partnership trading and professional income' pages). Otherwise, include the way leaves as 'Other partnership income' at box 7.44 ('Partnership savings, investments and other income' pages).

The guidance below tells you what income and what expenses should be included in the profits or losses of the rental business.

#### Income

# Box 1.21 Rents and other income from UK property

Enter the total of all income arising to the partnership business from any land and property you have in the Ukwexcept income arising from holiday lettings, chargeable premiums and reverse premium (see note) on boxes 1.23 and 1.23A) in box 1.1.

I condincted les receipts in cash or in kind. It is talled when it is earned, even if the partnership doe not receive the money or goods until later. Include in box 1.21 any rent the partnership receives (or will receive) after 5 April 2015 which is payment for the year ended 5 April 2015 (because it is paid in arrears). Exclude any rent received which relates to any period after 5 April 2015 (because it is paid in advance).

It must be included in the income for the year to which it relates. Make sure you do not count money you received in this year if it was included in an earlier year.

Generally, most income will be rental income from a tenancy, leasing, or licensing agreements over the land or property. Rental income from furnished, unfurnished, commercial and domestic accommodation, and from any land, should all be included in the overall total. If the property is let furnished, any sums that a tenant may part for the use of furniture will be taxable as income the business. All this income should be added to the and entered in box 1.21.

### Receipts other than rent

Receipts other than rents are a o taxable. Some of the main categories ar

- rent charges and ground repts
- income arising from the grant of sporting rights
- income arising from letting others tip waste on the land
- income from letting someone use the land when to let se or beence is created; for example, receipts from a film crew who pay to film on the land
- received from local authorities towards the cost of repairs of a property – see the notes for box 1.26 on page PLN 8 for guidance on claiming relief for expenses on repairs

This list is not comprehensive. If you do not know whether to include a particular sum, ask us or your tax adviser.

#### Box 1.22 Tax deducted

Certain income from property is received after tax has been taken off and accounted to us. The main type of income from which tax may be taken off is rental income received by a landlord whose usual place of abode is outside the UK. Include any FHL tax taken off such income here – see box 1.9.

If the income in box 1.21 includes payments to the partnership from which tax has been taken off, you should enter in box 1.22 the amount of tax taken off.

You should make sure that the amount of income entered in box 1.21 includes any tax taken off. In other words, it should be the total amount received plus the tax that has been taken off. It should not be just the amount received after the tax has been taken off.

# Transferring information to the Partnership Statement

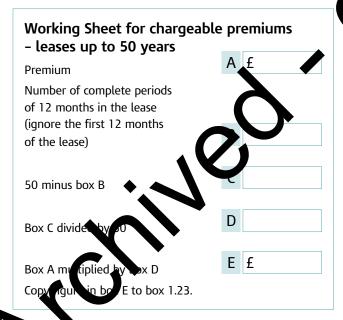
Transfer the amount of tax taken off entered in box 1.22 to box 25 in the Partnership Statement (full). If you want to allocate this figure between the partners at the same time, read pages 15 to 17 of the Partnership Tax Return Guide. Otherwise finish filling in the rest of the 'Partnership UK property' pages.

# Box 1.23 Chargeable premiums

The income of the rental business may include premiums paid for the grant of a lease and certain other lump sum payments, and other forms of consideration given in connection with the right to possession of a property. These premiums are taxable on a special basis.

Broadly, for leases over 50 years the entire premium is treated as a capital receipt and so does not form part of the business's income. For leases of up to 50 years the premium is treated as partly capital and partly rent; only the rent is taxable.

Use the Working Sheet below to arrive at the taxable amount.



In a part in doubt whether any payment you have received constitutes a premium, ask us or our tax adviser. There can be a premium charge where you have assigned a lease but not required the payment of a premium. If you have assigned a lease and are not sure of all the consequences of that assignment, ask us or your tax adviser for advice.

#### Box 1.23A Reverse premiums

If the partnership receives a payment or other benefit as an inducement to take an interest in property for letting, that receipt will be chargeable as income from property. If the partnership receives an inducement in respect of premises from which it is to trade, see the note for box 3.50 on page PTRG 16 of the Partnership Tax Return Guide. If you are in any doubt about the proper tax treatment of a reverse premium, ask us your tax adviser.

# **Expenses**

If the total property income in the sea, including furnished holiday letting scome, before expenses is less than £81,000 annual, you do not have to list expenses separately Instead, put total expenses in box 1.3

The following guid lines give an indication of the main types of spenses that are likely to arise in a rental business and what usually cannot or can be claimed as a deduction.

# N n-allowable expenses

A partner's personal expenses (see the notes about box 1.33 on page PLN 9).

Capital costs, such as expenses relating to the purchase of the land or property it intends to let, or the cost of purchasing machinery, furnishings or furniture.

Any loss made on the sale of a property.

### Allowable expenses

In general any costs incurred for the sole purpose of earning business profits.

You may be able to claim capital allowances on the cost of buying a capital asset, or a wear and tear allowance for furnished lettings.

The expenses must be allocated to the correct return period and it may be necessary to apportion certain expenses to arrive at the correct amount.

Make sure you do not enter in boxes 1.25 to 1.30 any expenses you have already included in the entries for boxes 1.4 to 1.9.

# Box 1.25 Rent, rates, insurance, ground rents, etc

Any rent paid under a lease of a property that is let to someone else can be deducted in working out the partnership's profits.

Other expenses connected with the property such as business rates, Council Tax, water rates, or ground rents are also allowable. Enter in box 1.25 the total of any such expenses incurred in the period in respect of all properties comprised in the business.

Include any expenses the partnership must incur as landlord to insure any let property and its contents in box 1.25. Insurance against loss of rents is also an allowable cost but you must include in box 1.21 any income received as a result of taking out such an insurance. Insurances that extend beyond the partnership's rental business, such as partners' personal policies or those insuring private belongings, are not allowable costs.

## Box 1.26 Repairs and maintenance

Expenses that prevent the property from deteriorating can be deducted as a repair. Examples include exterior and interior painting, stone-cleaning, damp treatment, roof repairs, furniture repairs and repairs to lifts and other machines that form part of the propert

You cannot deduct the cost of capital expenditure incurred on improvements, additions and alterations to the property. Nor can but ham a deduction for the cost of notice alterations that are no longer required as a reality of this capital expenditure.

If you are in doubt whether any work on the property is a repair of pain nance, ask us or your tax adviser.

#### Renewals

The reneval of call items such as knives and this may be included here.

The rate of allowance for the cost of replacing functure, furnishings and machinery is no long ravailable for 2013–14 and following. See PIM3230 in the Property Income Manual for more information on the background to this change. Go to www.hmrc.gov.uk/manualsa-z

### Box 1.27 Finance charges, including interest

Include expenses that relate to the financial side of the rental business in box 1.27. Costs incurred in obtaining a loan or an alternative finance arrangement to buy a property that is let are allowable as a deduction. So is any interest incurred on the loan or alternative finance payments under an alternative finance arrangement.

An alternative finance payment is the charge me by your finance provider over and above the original cost of the asset in the alternative man earrangement. If you are unsure whether my financial cost is allowable as a deduction, ask us or your tax adviser.

# Box 1.28 Legal and professional costs

Below are some examples of kpenses the partnership cannot be added and those it can.

#### Non-allowable expenses

Expenses in annection with the first letting or subletting f a property for more than 1 year. These include, for expenses (such as the cost of drawing up the level), agents' and surveyors' fees and commission.

payment of a premium on the renewal of a lease.

Fees incurred in obtaining planning permission, or on the registration of title when buying a property.

#### Allowable expenses

Expenses for the let of a year or less.

Management fees relating to the ongoing costs of letting (for example, rent collection, etc).

The normal legal and professional fees incurred on the renewal of a lease, if the lease is for less than 50 years.

Professional fees incurred evicting an unsatisfactory tenant, with a view to reletting, or those on an appeal against a compulsory purchase order.

Professional fees in drawing up accounts.

If you are unsure whether any legal or professional fee is allowable as a deduction, ask us or your tax adviser.

# Box 1.29 Cost of services provided, including wages

If, in addition to letting a property, the partnership provides any service to the tenant (such as gardening, porterage, cleaning or even something like communal hot water) that requires a degree of maintenance and thus expense, you can claim the cost of these services to the extent that they are provided wholly and exclusively for the purposes of the letting.

You should include the total of any expenses for all properties and their associated services in box 1.29. If the partnership receives any income for any service provided, you should include this in box 1.21.

# Box 1.30 Other expenses

Enter in box 1.30 all expenses incurred wholly and exclusively for the purpose of the rental business that are not already included in boxes 1.25 to 1.29. Examples include the costs of rent collection, advertising for tenants, travelling solely for business purposes, stationery, phone calls and other miscellaneous expenses.

However, partners' personal expenses are not allowable. If the partnership spends money on something used only partly for the property, you must enter only the amount expended for business purposes in box 1.30. Alternatively, enter the whole amount and in box 1.5 deduct the proportion of the cost that represents personal use.

### Lease premium relief

Where the partnership (or an earner tenant) paid a premium to the lardlore, then the lease was granted and the partnership is subletting the property in the property business, it may be able to claim a deduction for part of the premium paid. The relief for premiums paid is only due on amounts which are chargeable on the landlord as income (or would be if the landlord was taxable).

It, with k the partnership is entitled to a distribution for a premium paid, ask us or your ix adviser. The amount of the allowable deduction should be entered in box 1.30. The notes for box 1.23, on page PLN 7, explain how to calculate the part of the premium which is taxable on the landlord as income.

# Tax adjustments

To arrive at the partnership's income (or the allowable loss) for tax purposes, you need to make certain adjustments to the net profit or loss arising in the year in box 1.32. The main adjustments are listed below.

#### Box 1.33 Private use

Private and personal expenses are not allow ofe If the partnership spends money on somethic used only partly for the rental business and partly for a non-business reason you must enter.

- enter the amount expended for but per purposes in boxes 1.25 to 1.35 or
- enter the whole expenses in those taxes and in box 1.33 deduct the proportion of the cost that represents to per earl use or the non-business element

For example, if the part 7ship lets a property for only 8 month in a part and a partner uses it for the other 4 months, you can put the full annual cost of insuring the property in box 1.25. If you do, you should add back one third of that cost in ox 33.

If y hare in any doubt whether a particular expense needs to be apportioned between business and private use, ask us or your tax adviser.

# Boxes 1.34 and 1.36 Capital allowances and balancing charges

In working out the rental business profits you must not deduct:

- the cost of buying, altering, building, installing or improving fixed assets, or
- depreciation or any losses that arise when you sell them

Instead, the partnership may be able to claim capital allowances in box 1.36. These reduce a profit or increase a loss. An adjustment, known as a balancing charge, may arise when it sells an item, gives it away or stops using it in the business.

Enter the amount of balancing charges in box 1.34. These increase the profits or reduce a loss.

However, if the partnership lets a property as a dwelling house in the UK (other than as furnished holiday accommodation), capital allowances are not available on any fixtures, machines, furniture, furnishings or other items for use in the property. However, see the notes on box 1.37 (10% wear and tear) on page PLN 10.

From April 2012, if you purchase or sell a property which contains fixtures, (such as kitchen fittings, electrical or heating systems) you must agree the part of the purchase price to be attributed to those fixtures with the other party to the sale. Normally, you should fix your mutual agreement by means of a joint election (called a 'Section 198' or 'Section 199' election) which you must notify to HMRC within 2 years of the date of transfer. From April 2014, if you buy or sell a property the new owner will not be able to claim allowances for fixtures if the past owner did not pool their qualifying expenditure on the fixtures. Pooling includes making a claim for First Year Allowance or Annual Investment Allowance in respect of the expenditure. It is not necessary for the last owner to claim writing down allowances. As a rule, the past owner is the last person who was entitled to claim capital allowances on the fixtures.

Your tax adviser, if you have one, will tell you how to calculate capital allowances and balancing charges. If you do not have a tax adviser, or want more information on capital allowances including Business Premises Renovation Allowance, go to www.gov.uk/business-tax/capital-allowances for more information.

#### Box 1.36A

Tick box 1.36A if box 1.36 includes enhanced capital allowances for spending on design ted environmentally beneficial plant and machinesy. Go to www.gov.uk/business-tax/capital allowances for more information.

### Box 1.36B Landlord's energy saling allowance

Enter in box 1.36B the amount he partnership is claiming for installing.

- loft, floor, callty was or solid wall insulation
- draughtproofing and insulation for hot water systems

in resider ial property which it lets. You cannot claim the allowance for any property which is 1 for furnished holiday lettings. The maximum about 2, as can claim for the total expenditure on takes items is £1,500 for each property.

If the partnership has installed the insulation or draughtproofing in a single building which only partly comprises let residential property, you should only claim for the part of the expenditure

incurred (or of £1,500 if the total expenditure exceeded that amount) which relates to the let residential property in the building.

If the partnership owns the building with other persons (or it and other persons have different interests or rights in the same building), you should only claim for the partnership's share of the expenditure which has been incurred in respect of the let residential property in the building (or for its share of the part of the £1,5 maximum which relates to the let residential property in the building).

#### Box 1.37 10% wear and tear

If the partnership lets any residential accommodation (such as a cruse or flat) in the UK (other than as formisk chholiday accommodation), capital allo vances are not available on expenditure on assets in the dwelling house.

Instead, it may make an election for an allowance amounting to 10% of the rent received (including any pronium or reverse premiums received) less that was of services that would normally be horned at tenant but which are, in fact, borned to the partnership (for example, Council Tax). This allowance, which is known as wear and tear allowance, is accepted as broadly covering the cost of normal renewals of furniture. The election is made by making an entry in box 1.37.

Capital allowances can be claimed if the partnership let furnished, but not residential, accommodation. If capital allowances can be claimed, you cannot claim the 10% wear and tear allowance.

# Transfer of information to the Partnership Statement (full)

You should transfer any profit figure in box 1.39 to box 19 in the Partnership Statement (full). Similarly, if you have not already done so, you should transfer any figure in box 1.22 to box 25.

Remember, you will need to complete more than 1 Partnership Statement if you have completed more than 1 set of 'Partnership UK property' pages for this tax return.

If you want to allocate these amounts between the partners now, read pages PTRG 24 to PTRG 27 of the Partnership Tax Return Guide.

These notes are for guidance only and reflect the position at the time of writing. They do not affect the right of appeal.