

# GUIDE TO LANDLORDS

## DIRECTORY

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## SECTION A: TENANT FIND SERVICE

This service ends when the legal documentation has been completed, the first month's rent has been received by the landlord and for the Tenant we have introduced to take occupation of the property. Our fees are due and payable after referencing has been completed and approved. All obligations for the Management of the Tenancy including the tenant taking up occupation of the property will be the responsibility of the Landlord. The obligation to arrange the inventory check out (should one be required) will also be the responsibility of the Landlord. BLPM can arrange this for the Landlord subject to the appropriate fee being paid.

### 1. Market Appraisal

A visit to the property and a discussion, which includes a market appraisal, advice and information on letting and related services.

### 2. Marketing & Advertising

- Advertising the availability of the property, from time to time, through whichever means in our opinion are appropriate.
- Erecting a "To Let" board.
- Advertising on relevant property portals and social media.
- Please note that from time to time we may use external and internal pictures of properties we have let in general marketing campaigns stating the rental level achieved

### 3. Tenant

Finding and introducing a Tenant

### 4. Negotiation

- Negotiating an acceptable rent for the Tenancy period, being the length of the term.
- Negotiating special terms or pre-Tenancy conditions in the Tenancy Agreement.
- Where you instruct us to negotiate the rent, we highlight to you that pursuant to the legislation you are not permitted to increase the rent, if the amount of rent payable in one period is more than the amount of rent payable in any later period, where this is the case this would be a prohibited payment under the legislation.

### 5. Consideration of References & holding fee

- We will take 1 weeks rent as a holding fee prior to referencing.
- We will hold the fee in accordance with the tenant fee act and in the event that the tenants fail referencing we will keep 100% of the total amount.
- We reference all candidates through a reputable 3<sup>rd</sup>. party referencing agency and, as appropriate, references from an employer, an accountant, a solicitor, a previous landlord or lender, and a personal reference. (additional £25 per tenant).
- Appropriate references are taken for company lets including reviewing the company's trading position, the last set of filed accounts and, if required, a trading reference. These will be presented to the Landlord so that the Landlord can decide if the profile of the applicant(s) meets the Landlord's requirements.
- If insufficient information has been obtained to satisfy a landlord of a tenants applicants ability to meet the tenants responsibilities under a tenancy agreement it may be necessary to nominate a Guarantor who will act as security for the percentage rent of the named tenant within the tenancy agreement for the term of the Tenancy Agreement (including any extension or renewal and any further period of occupation not specified in the Agreement extension or renewal agreements).
- The Guarantor must be a UK based Property owner and will be referenced in the same way as the proposed Tenant. (additional £25 per guarantor)
- A guarantor guaranteeing a specific sharer tenants percentage rent will still be jointly and severally liable for all of the other tenant's obligations set out in the tenancy agreement.

### 6. Legal Formalities

- Drafting the Tenancy Agreement and other legal relevant documentation
- Executing and exchanging the Tenancy documents.
- Abiding by the rules of the Property Redress Scheme and The deposit protection scheme and agreeing with any dispute resolution made by the Property Redress Scheme and indemnifying BLPM for any outstanding monies or costs

resulting from that decision.

## **7. Deposit Holding – See section C for more details.**

Where we have been instructed not to hold the deposit the Landlord is responsible for ensuring that the Tenant is notified of the deposit protection within 30 days of the start of the tenancy, and within 30 days of each and every renewal or extension of the fixed term tenancy. This includes the provision to the Tenant of the Deposit Protection certificate where applicable plus the Prescribed Information and information booklet for the relevant deposit protection scheme. The Landlord is responsible for ensuring that the deposit is protected for the duration of the tenancy including re-protection on all renewals and extensions of the original term and that the Tenant receives notification of this.

If we, the Agent, are instructed by the Landlord to hold the Deposit, the Agent shall do so under the terms of the deposit protection scheme where the Tenancy is an Assured Shorthold Tenancy. The interest upon the Deposit is retained by the Landlord's Agent. We do require a 3<sup>rd</sup> party Inventory/check in report to be carried out in order for us to hold the deposit.

## **8. Rent**

The rent will be paid to you by the tenant directly and BLPM will send an invoice for the tenant find fee which is made payable within 5 working days once referencing has been approved and completed.

You accept a Tenancy is created at the point the Tenancy Agreement is completed (being the point at which the Tenancy Agreement has been exchanged and you, the landlord, or we have completed the checks required by the Immigration Act 2014 and verified that each Prospective Tenant has a "Right To Rent" in the UK).

## **9. Prompt Accounting.**

- All invoices will be sent to you via a secure e-mail address, unless you instruct us otherwise.
- You must set your e-mail address to a secure setting to enable this to happen.
- In the case of joint Landlords, we will communicate with one party at one contact point and it will be the responsibility of the nominated Landlord to keep other Landlords informed

## **10. Renewals, Extensions & Re-Lets**

We will review and negotiate, on the Landlord's behalf; the rent, deposit, special terms and length of a new, renewed or extended Tenancy including producing the paperwork for a fee of £150.

## **11. Refund of Fees**

No refunds are payable where the term of the Tenancy Agreement ends before the end date specified in the Tenancy Agreement, whether as a result of an early termination by the agreement of the parties or one party serving a proper notice under a break clause (save where expressly agreed in writing). Where the term of the Tenancy Agreement ends before the end date specified in the Tenancy Agreement, and you instruct us to re-let the Property and new fees are paid for the letting and/or property management, the amount of the original fee that is "duplicated" will be credited to your account with us.

## **12. Right to Rent: Immigration Act 2014**

Landlords, or agents appointed on their behalf, must check that a tenant or lodger can legally rent in their residential property in England if a tenancy starts on or after 1 February 2016.

### The Required Checks

Landlords, or agents appointed on their behalf, must:

- check which adults will live at the property as their only or main home – we will assume that it will be a tenant's only or main home unless appropriate and acceptable evidence that complies with the law is provided that demonstrates otherwise
- see the original documents that allow the applicant to live in the UK;
- check that the documents are genuine and belong to the applicant, with the applicant present; and
- make and keep copies of the documents and record the date the check was made. Which original documents are acceptable?  
There are different categories of acceptable documents
- List A – Groups 1 and 2: non time-limited documents.
- List B – time-limited documents.

The documents that make up this list can be found in the Home Office Code of Practice:

[www.gov.uk/government/publications/right-to-rent-landlords-code-of-practice](http://www.gov.uk/government/publications/right-to-rent-landlords-code-of-practice)

For the avoidance of doubt, if you provide a time-limited document that expires before the start date of the tenancy for which you are applying it will not be acceptable.

#### Further checks

If an applicant's permission to stay in the UK is time limited (for example, their visa expires during the tenancy), landlords, or agents appointed on their behalf, must make a further check on that person to make sure they can still stay in the UK. This further check must be made within 28 days before:

- the expiry date of the tenant's right to stay in the UK; or
  - 12 months after your previous check, whichever is the later.
- No further check is required if an applicant does not have any time restrictions on their right to stay in the UK. For the avoidance of doubt, if a landlord, or agent appointed on their behalf:
- conducts a further check and discovers that the applicant no longer has a "Right to Rent" in the UK; or
  - seeks to conduct a further check and the applicant does not provide the relevant original documents required to conduct the check; or
  - seeks to conduct a further check and the applicant does not provide the relevant original documents required to conduct the check but the applicant claims to have an ongoing application or appeal with the Home Office to vary or extend their leave in the UK, or that their documents are with the Home Office, the landlord, or agent appointed on their behalf, must request a right to rent check from the Landlords Checking Service and if the Landlords Checking Service informs the landlord, or their agent, that the applicant no longer has a right to rent, by way of a "no" response, the landlord, or agent appointed on their behalf, must make a report to the Home Office.

#### Where an Applicant fails to provide Right to rent documents

If an applicant has returned a signed copy of their Tenancy Agreement to us and fails to enable the landlord or us to undertake the checks required by the Immigration Act 2014 and verify that each applicant has a "Right To Rent" in the UK before the tenancy start date set out in the signed Tenancy Agreement, the Tenancy Agreement will not complete (meaning that it will never, unless expressly agreed by the landlord, come into force) and shall be treated as null and void. The applicant will forego the holding fee and we will seek to deduct such fee from any monies paid to us by the applicant(s) prior to the tenancy start date with the remaining balance being returned to the applicant(s) on the basis that the Tenancy Agreement cannot proceed.

#### Our Appointment

Where you have instructed us to provide our Tenancy Find service, we agree to carry out the relevant "Right to Rent" checks on your behalf.

Furthermore, we will only carry out "further checks" after the tenancy start date if you have instructed us to provide our Tenancy Management service.

If we have agreed, in accordance with the above to carry out the relevant "Right to Rent" checks on your behalf, and you do not want us to carry out these checks, you must inform us in writing that you wish to carry out the relevant checks.

### **13. Communications & Instructions**

- Until the property is tenanted all communications will be to and from the letting's office.
- Once a Tenancy has started communication will be to our letting's office.
- E-mail: [Nicole@barrattlettings.com](mailto:Nicole@barrattlettings.com)

### **14. Your Information and Other Services**

We will use the information we collect from you to carry out this agreement and for statistical, administration and marketing purposes. We will disclose the information to our service providers and agents for these purposes.

We will offer a full range of services to you, potential tenants and actual tenants including The Reposit Scheme, Insurance services, and utilities from which we may get commission or fees.

- Subsequent communications will be from head office.
- Whilst we are acting as your Agent, we will communicate with you primarily by e-mail. We will regard any correspondence to or from you which is in writing, or by e-mail as being binding correspondence.
- We will accept instructions from you as being binding instructions if they are received in writing, or by e-mail. We will only accept oral instructions when they are followed up in writing.

### **15. Sole Agency**

- The Landlord agrees to appoint us as Sole Agents for an agreed period from the date of our instruction, and thereafter until terminated by either party giving 2 weeks' written notice.
- While we are the sole agent of the property the landlord will be liable to pay remuneration to us, in addition to any other costs or charges, as agreed, if at any time unconditional contracts for the letting of the property are executed: -
  - With a tenant introduced by us during the period of sole agency;
  - With a tenant with whom we have held negotiations during the period of sole agency;
  - With a tenant introduced by another agent during the period of sole agency

### **16. Payment terms for tenant find service**

We will issue an invoice once referencing is complete and tenants have passed, and this is made payable within 7 days on the date of the invoice.

## **DEFINITIONS & INTERPRETATIONS FOR THE TENANT FIND & FULLY MANAGED SERVICES**

### **Sole Agency**

While we are the sole agent for the letting of the property the Landlord will be liable to pay our fixed fee, or for fully managed is calculated as a percentage of the Gross Rent, at the relevant rate. Our fees are due upon execution of a Tenancy Agreement with a Tenant in any of the following circumstances: -

- A Tenant introduced directly or indirectly by us during our period of soleagency;
- A Tenant with whom we have held negotiations during our period of soleagency.
- A Tenant introduced by another Agent during our period of soleagency

Please note that any applicable Charges will become due upon execution of contracts.

### **Multiple Agency**

While we are instructed as multiple agent for the letting of the property the Landlord will be liable to pay our fixed fee, or for fully managed is calculated as a percentage of the Gross Rent, at the relevant rate. Our fees are due upon execution of a Tenancy Agreement with a Tenant in any of the following circumstances: -

- A Tenant introduced directly or indirectly by us during our period of multipleagency;
- A Tenant with whom we have held negotiations during our period of multiple agency. Please note that any applicable Charges will become due upon execution of contracts.

### **Fees and Charges**

Our landlords' fees schedule detail the circumstances when our fees become payable in relation to the letting of a property. The contract is therefore event-driven i.e. when an event as stated in the contract occurs our fee becomes payable. The right to the fees in relation to the letting of a property therefore cannot ever have any connection with any service-related matter. These must be dealt with via our complaint's procedure.

Please be advised that where fees are outstanding, for whatever reason, 28 days after the due date we reserve the right, with or without notice, to take legal action to recover any sums properly due along with interest from the due date on the outstanding balance as well as any costs associated with our claim.

### **Deemed Renewal or Extension of the Tenancy**

Where a Tenant remains in the property beyond the agreed Tenancy period, but has not renewed or extended the Tenancy Agreement, the Tenancy will be deemed to be renewed as a Periodic Tenancy or extended for the same period as the original Tenancy and our fees and any other charges will be as for a new let.

### **Introduction of Other Parties by the Tenant**

If during the course of, or at the end of the Tenancy Agreement, a new Tenancy Agreement for the same property is entered into by the Landlord with any party who was introduced to the Landlord, either directly or indirectly by the Tenant who we introduced to the Landlord, our fees will become payable in respect of that new letting and for each and every time an actual or deemed renewal or extension takes place. The fees and any other charges will be as for a new let.

### **Abortive Costs**

If basic terms of a Tenancy have been agreed with the Landlord and we are instructed to proceed with the formalities and the Landlord then withdraws from the transaction, there will be an additional charge on the Landlord, of £250. The Landlord will also be due to reimburse the Tenant(s) for any administration charges they have incurred.

### **Cancellation Costs**

If you sign your contract with us off-premises and we convey the contract to our offices, and you wish to cancel your contract within the 14-day cooling off period you will be charged for the activities up to the date of cancellation.

### **Property Availability**

It is our policy unless agreed or instructed otherwise to continue to market properties until a bespoke tenancy agreement has been produced.

### **Client Money Protection**

BLPM is a member of the National Federation of Property Professionals Client Money Protection Scheme.

### **Fee Increases**

BLPM reserve the right to increase the fully managed fees and will give the Landlord one month's written notice if we intend to do so.

## SECTION B: FULLY MANAGED SERVICE

This service includes all the tenant find service plus property management

### 1. Market Appraisal

- A visit to the property and a discussion, which includes a market appraisal, advice and information on letting and related services.

### 2. Marketing & Advertising

- Advertising the availability of the property, from time to time, through whichever means in our opinion are appropriate.
- Erecting a "To Let" board.
- Advertising on relevant property portals and social media.
- Please note that from time to time we may use external and internal pictures of properties we have let in general marketing campaigns stating the rental level achieved

### 3. Tenant

- Finding and introducing a Tenant

### 4. Negotiation

- Negotiating an acceptable rent for the Tenancy period, being the length of the term.
- Negotiating special terms or pre-Tenancy conditions in the Tenancy Agreement.
- Where you instruct us to negotiate the rent, we highlight to you that pursuant to the legislation you are not permitted to increase the rent, if the amount of rent payable in one period is more than the amount of rent payable in any later period, where this is the case this would be a prohibited payment under the legislation

### 5. Consideration of References & holding fees

- We will take 1 weeks rent as a holding fee prior to referencing.
- We will hold the fee in accordance with the tenant fee act and if the tenants fail referencing, we will keep 50% of the total amount.
- We reference all candidates through a reputable 3<sup>rd</sup> party referencing agency and, as appropriate, references from an employer, an accountant, a solicitor, a previous landlord or lender, and a personal reference. Appropriate references are taken for company lets including reviewing the company's trading position, the last set of filed accounts and, if required, a trading reference. These will be presented to the Landlord so that the Landlord can decide if the profile of the applicant(s) meets the Landlord's requirements.
- If insufficient information has been obtained to satisfy a landlord of a tenants applicants ability to meet the tenants responsibilities under a tenancy agreement it may be necessary to nominate a Guarantor who will act as security for the percentage rent of the named tenant within the tenancy agreement for the term of the Tenancy Agreement (including any extension or renewal and any further period of occupation not specified in the Agreement extension or renewal agreements).
- The Guarantor must be a UK based Property owner and will be referenced in the same way as the proposed Tenant.
- A guarantor guaranteeing a specific sharer tenants percentage rent will still be jointly and severally liable for all of the other tenant's obligations set out in the tenancy agreement.

### 6. Legal Formalities

- Drafting the Tenancy Agreement and other legal relevant documentation
- Executing and exchanging the Tenancy documents.
- **NOTE:** For key release purposes we only recognise monies as Cleared Funds
- Abiding by the rules of the Independent Housing Ombudsman Scheme and the Tenancy Deposit Scheme and agreeing with any dispute resolution made by the Ombudsman and indemnifying BLPM for any outstanding monies or costs resulting from that decision.

### 7. Deposit Holding – See section C for more details

Where we have been instructed not to hold the deposit the Landlord is responsible for ensuring that the Tenant is notified of the deposit protection within 30 days of the start of the tenancy, and within 30 days of each and every renewal or extension of the fixed term tenancy. This includes the provision to the Tenant of the Deposit Protection certificate where applicable plus the Prescribed Information and information booklet for the relevant deposit protection scheme. The Landlord is responsible for ensuring that the deposit is protected for the duration of the tenancy including re-protection on all renewals and extensions of the original term and that the Tenant receives notification of this. The

above applies where the Landlord holds the deposit and where Barratt Lettings also holds the deposit (DPS Custodial Scheme).

If we, the Agent, are instructed by the Landlord to hold the Deposit, the Agent shall do so under the terms of the deposit protection scheme where the Tenancy is an Assured Shorthold Tenancy. The interest upon the Deposit is retained by the Landlord's Agent.

## **8. Receiving Initial Monies**

- Receiving Monies
- Receiving settlement of the initial account.
- Collecting and holding the Tenant's deposit.
- Deposit disbursement will be in accordance with our standard procedures and those of the deposit protection scheme, unless otherwise agreed.

### Note: Cleared Funds

The banking system has a number of safeguards in place to ensure that the intentions of payers of monies are properly met. These include the ability of the banks to "claw back" monies credited to an account within certain timeframes known as Clearance Periods. Only after the Clearance Period has passed can the monies credited to an account be said to be "cleared funds". Our policy set out below can result in, in certain special circumstances, a "claw back" of monies after we have accounted to a client for the monies.

BACS transfers:	3 working days
CHAPS/EFT/Faster Payment transfer:	Same day

### Initial Monies in Escrow

Any initial monies paid to Barratt Lettings & Property Management Ltd (including those intended to be used for rent and deposit) must be paid in cleared funds to us at the time of signing the Tenancy Agreement. These monies (less any payments for documentation fees due to BLPM, which shall be immediately released to BLPM) will be held in escrow in a client account to the order of the prospective Tenant.

You accept a Tenancy is created at the point the Tenancy Agreement is completed (being the point at which the Tenancy Agreement has been exchanged and you, the landlord, or we have completed the checks required by the Immigration Act 2014 and verified that each Prospective Tenant has a "Right To Rent" in the UK). Immediately a Tenancy is exchanged, these monies will be used as rent and deposit (Where appropriate). If the Tenancy Agreement does not then complete then the monies will be returned to the prospective Tenant, less any administration and Commitment fees.

## **9. Prompt Accounting**

- We will remit funds to the Landlord within 3-5 working days of them being allocated to the Landlord's account subject to reserve funds being available.
- All Statements of rent received, and associated transactions will be sent to you via a secure e-mail address, unless you instruct us otherwise.
- You must set your e-mail address to a secure setting to enable this to happen.
- In the case of joint Landlords, we will communicate with one party at one contact point and it will be the responsibility of the nominated Landlord to keep other Landlords informed.
- The Anti Money Laundering Legislation and HMRC rules state that we must only remit to the parties who are named as Landlords on the Tenancy Agreement.

## **10. Rent Processing**

- If requested, issuing demands before the rent due dates.
- Issuing reminders.
- Notifying Landlords when rent is more than 7 days overdue so that Landlords can take appropriate steps to recover monies due

## **11. Debtor Management Service**

For our Debtor Management Service, please see Section F.

## **12. Renewals, Extensions & Re-Lets**

We will review and negotiate, on the Landlord's behalf; the rent, deposit, special terms and length of a new, renewed or extended Tenancy.



### 13. Refund of Fees

No refunds are payable where the term of the Tenancy Agreement ends before the end date specified in the Tenancy Agreement, whether as a result of an early termination by the agreement of the parties or one party serving a proper notice under a break clause (save where expressly agreed in writing). Where the term of the Tenancy Agreement ends before the end date specified in the Tenancy Agreement, and you instruct us to re-let the Property and new fees are paid for the letting and/or property management, the amount of the original fee that is “duplicated” will be credited to your account with us.

### 14. Right to Rent: Immigration Act 2014

Landlords, or agents appointed on their behalf, must check that a tenant or lodger can legally rent in their residential property in England if a tenancy starts on or after 1 February 2016.

#### The Required Checks

Landlords, or agents appointed on their behalf, must:

- check which adults will live at the property as their only or main home – we will assume that it will be a tenant’s only or main home unless appropriate and acceptable evidence that complies with the law is provided that demonstrates otherwise
- see the original documents that allow the applicant to live in the UK;
- check that the documents are genuine and belong to the applicant, with the applicant present; and
- make and keep copies of the documents and record the date the check was made

#### Which original documents are acceptable?

There are different categories of acceptable documents

- List A – Groups 1 and 2: non time-limited documents.
- List B – time-limited documents.

The documents that make up this list can be found in the Home Office Code of Practice:

[www.gov.uk/government/publications/right-to-rent-landlords-code-of-practice](http://www.gov.uk/government/publications/right-to-rent-landlords-code-of-practice)

For the avoidance of doubt, if you provide a time-limited document that expires before the start date of the tenancy for which you are applying it will not be acceptable.

#### Further checks

If an applicant’s permission to stay in the UK is time limited (for example, their visa expires during the tenancy), landlords, or agents appointed on their behalf, must make a further check on that person to make sure they can still stay in the UK. This further check must be made within 28 days before:

- the expiry date of the tenant’s right to stay in the UK; or
- 12 months after your previous check, whichever is the later.

No further check is required if an applicant does not have any time restrictions on their right to stay in the UK.

For the avoidance of doubt, if a landlord, or agent appointed on their behalf:

- conducts a further check and discovers that the applicant no longer has a “Right to Rent” in the UK; or
- seeks to conduct a further check and the applicant does not provide the relevant original documents required to conduct the check; or
- seeks to conduct a further check and the applicant does not provide the relevant original documents required to conduct the check but the applicant claims to have an ongoing application or appeal with the Home Office to vary or extend their leave in the UK, or that their documents are with the Home Office, the landlord, or agent appointed on their behalf, must request a right to rent check from the Landlords Checking Service and if the Landlords Checking Service informs the landlord, or their agent, that the applicant no longer has a right to rent, by way of a “no” response, the landlord, or agent appointed on their behalf, must make a report to the Home Office.

#### Where an Applicant fails to provide Right to Rent documents

If an applicant has returned a signed copy of their Tenancy Agreement to us and fails to enable the landlord or us to undertake the checks required by the Immigration Act 2014 and verify that each applicant has a “Right To Rent” in the UK before the tenancy start date set out in the signed Tenancy Agreement, the Tenancy Agreement will not complete (meaning that it will never, unless expressly agreed by the landlord, come into force) and shall be treated as null and void, and the applicant will forego the holding fee and we will seek to deduct such fee from any monies paid to us by the applicant(s) prior to the tenancy start date with the remaining balance being returned to the applicant(s) on the basis that the Tenancy Agreement cannot proceed.

### Our Appointment

Where you have instructed us to provide our Tenancy Find service, we agree to carry out the relevant "Right to Rent" checks on your behalf.

Furthermore, we will only carry out "further checks" after the tenancy start date if you have instructed us to provide our Tenancy Management service.

If we have agreed, in accordance with the above to carry out the relevant "Right to Rent" checks on your behalf, and you do not want us to carry out these checks, you must inform us in writing that you wish to carry out the relevant checks.

### **15. Inventories & Schedules of Condition and Check-In**

- Where selected when signing the Terms of Business, arranging the preparation on your behalf of a professional Inventory by an Independent Inventory Company
- Arranging Tenant Check-in.

### **16. Inventory and schedule of condition**

It is a condition of our Fully Managed Service that the Landlord provides an independent and professionally prepared Inventory and Schedule of Condition. We can arrange this on the Landlord's behalf.

It is a practical requirement of the deposit protection scheme that an Independent Inventory and Schedule of Condition be available to enable them to make a proper adjudication. Without such an Inventory, the Landlord will be unable to prove to the satisfaction of the DPS that any damage to the Property is the responsibility of the Tenant (See Section C below).

### **17. Check Out Arrangements**

- Serving the appropriate notices to terminate the fixed term of an Assured Shorthold Tenancy.
- Arranging Inventory Check-out.
- Dispersing the deposit as agreed between the parties in accordance with our standard procedures and the deposit protection scheme (DPS).

### **18. Utilities, Council Tax and Water Supply**

The Landlord agrees that the letting agent may pass the Landlord's name and contact details to the relevant company at the point of instruction to let the property for the purposes of:

- Registering the gas and electricity meters at the property in the Landlord name
- Registering the Landlord with the relevant local authority for the payment of council tax; and utilities.
- Registering the Landlord with the incumbent water supplier to the property. The water supplier may contact the Tenant in order to provide further information about its services and products and include an agreement with the Tenant for those services and products.

### **19. Communications & Instructions**

- Until the property is tenanted all communications will be to and from the letting's office.
- Once a Tenancy has started communication will be to our letting's office.
- E-mail: [Nicole@barrattlettings.com](mailto:Nicole@barrattlettings.com)

### **20. Your Information and Other Services**

We will use the information we collect from you to carry out this agreement and for statistical, administration and marketing purposes. We will disclose the information to our service providers and agents for these purposes.

We will offer a full range of services to you, potential tenants and actual tenants including The Reposit Scheme, Insurance services, and utilities from which we may get commission or fees.

- Subsequent communications will be from head office.
- Whilst we are acting as your Agent, we will communicate with you primarily by e-mail. We will regard any correspondence to or from you which is in writing, or by e-mail as being binding correspondence.
- We will accept instructions from you as being binding instructions if they are received in writing, or by e-mail. We will only accept oral instructions when they are followed up in writing.

### **21. Sole Agency**

- The Landlord agrees to appoint us as Sole Agents for an agreed period from the date of our instruction, and thereafter until terminated by either party giving 2 weeks' written notice.
- While we are the sole agent of the property the landlord will be liable to pay remuneration to us, in addition to any other costs or charges, as agreed, if at any time unconditional contracts for the letting of the property are executed: -

- With a tenant introduced by us during the period of sole agency;
- With a tenant with whom we have held negotiations during the period of sole agency;
- With a tenant introduced by another agent during the period of sole agency.

## 22. Section 21 notices (The right to obtain possession of a Landlords property)

In order for a Landlord to have the right to commence possession procedures against their tenant a 'section 21' notice must have been served upon the tenant.

In order to preserve a Landlords right to commence possession procedures at the earliest opportunity (should this be necessary) we will:

- Serve a Section 21 notice on the Tenants should the renewal documents not have been exchanged 70 (seventy) days before the end date of the tenancy.
- Serve a Section 21 notice to the Tenants if either party has indicated they do not wish to renew.
- NOTE: from 1 October 2015, notice can no longer be given to tenants in the first 4 months of a new Assured Shorthold Tenancy (Deregulation Act 2015).
- NOTE: from 1 October 2015, notices must now be enforced within 4 months of the date specified in the notice as the date the tenants are required to vacate.

This notice does not preclude the Tenancy subsequently formally or informally being renewed. Where served it does act a 'insurance policy' to ensure the landlord can take action to gain possession in the Courts where for whatever reason the landlord has decided possession is required and the Tenant refuses to leave.

It should be noted that to secure local authority housing a tenant needs to have been served with an eviction order. If tenants have voluntarily made themselves homeless the local authority are not required to provide them with accommodation.

### Retaliatory evictions

The Deregulation Act 2015 provides tenants with protection from eviction where they complain to a landlord about the condition of their property. In respect of all tenancy starting on or after 1 October 2015 (and for all tenancies from 1st October 2018):

- where a tenant complains in writing to the landlord regarding the condition of the property (this includes the common parts of a shared building that affect the
- tenant's enjoyment of the property or which they are entitled to use and for which the Landlord holds a controlling interest);
- the landlord does not, within 14 days, provide an adequate response to the complaint – being a response that:
- provides a description of the action that the landlord proposes to take to address the complaint, and
- sets out a reasonable timescale within which that action will be taken;
- the tenant has complained to the relevant local housing authority about the same, or substantially the same, subject matter as the complaint to the landlord; and
- the relevant local housing authority serves a relevant notice in relation to the dwelling-house in response to the complaint, a section 21 notice may not be given, or will be invalid, for six months after the tenant has complained beginning with the day of service of a relevant notice by the local housing authority.

A "relevant notice" is an improvement notice served under the Housing Act 2004 (relating to category 1 or 2 hazards) or an emergency remedial action notice served under that act.

Local authority determines what is a Category 1 or 2 hazard based on the tenant and property. In general terms, Category 1 hazards represent an immediate threat to the health or safety of a tenant such as the property not having adequate heating. Category 2 hazards signify less urgent threats to the health or safety of a tenant.

## 23. Property Management

As long as we hold sufficient of the Landlord's funds to meet on demand the resulting invoices and charges, the Property Management Service includes:

- Arranging Gas safety, portable appliance and Electrical Installation Safety Certificate as necessary.
- Arranging any cleaning and garden maintenance necessary to put the property in order before or after a Tenancy. Often these costs are apportioned between Landlord and Tenant.
- Liaising with utility companies and arranging settlement of final accounts.
- Regular outgoings such as Ground Rent, Service Charges, and Maintenance Charges are the landlord's responsibility.
- Periodic inspections of the property and the provision of a report on its general condition. The inspection will be limited to the property as stated in the Tenancy Agreement. In the case of flats, it will not include the common parts or structure of the building nor the external condition of the windows and frames or any part of the building that is normally the responsibility of block managers. Obvious defects or disrepair will be noted, but these inspections are not building surveys and they are not intended to identify or investigate latent or structural defects.

## 24. Repairs

### Out of Hours Repairs

Outside of our office hours, Tenants calling us to report an emergency repair will be directed to our tenant mobile phone which will provide the Tenant with our next steps with fixing the issue.

In the event that an emergency repair is required we will notify the Landlord and the resultant invoice will be paid from the Landlord's management reserve or incoming rent. Where rent is not due, we will request an adhoc payment be created and shall be made payable within 7 days of the invoice date.

Should the Landlord hold a maintenance contract for the property or any of the fixtures and this covers emergency repairs e.g. a British Gas Homecare agreement, the landlord is responsible for ensuring that the Tenant and BLPM are provided with full details of the policy. BLPM will **not** be liable for an emergency call out invoice where the Landlord cannot demonstrate that the Landlord has provided the Tenant with full information of a maintenance contract or any alternative arrangements. Should the Tenant not follow instructions provided and call out ANOTHER contractor contrary to these, BLPM will not be liable for any resultant invoice. The Landlord undertakes to pay the contractor for services supplied and may wish to seek to reclaim this sum from the Tenant via a payment from them or via the deposit at the end of the tenancy.

In the event that a Tenant in a non-managed property calls out one of BLPM, the landlord will be provided with a copy of the invoice and will be responsible for the charge. We will either deduct from incoming rent or ask that the landlord send the required funds.

### Reactive Repairs

When contacted by the Tenant about repairs to the property, or the contents belonging to the Landlord, we will arrange for repairs to be carried out.

Once we have a quotation we will make contact with you and outline the issue and costs involved or with your permission act in your best interests and make a decision based on the nature and urgency of the works and potential costs e.g. it is often financially beneficial to allow a contractor to proceed whilst on site rather to incur the cost of multiple visits.

When repairs are needed, the estimated/quoted cost of the work will be deducted from the next incoming rental. Where the landlord collects the rent directly or rental payments are not monthly or are insufficient to cover the cost of the work, the landlord will be asked to provide us with funds prior to a contractor being instructed.

Where a landlord requires us to contact them for authorisation before arranging appropriate repairs, we will do so providing we have been provided with this instruction in writing. BLPM will not accept responsibility for any delays in fixing faults and subsequent action from the Tenant as a result of this. This does not include repairs which fall under Agent of Necessity as defined.

### Non-Reactive Repairs/Planned Maintenance

Where planned maintenance, improvements or non-reactive repairs are required, a quote can be obtained for the work needed and a comparison quote if required. Given the nature of these repairs and their likely cost, in most cases funds will be requested from the client and need to be in place before the contractor is instructed.

## 25. Keys

The Landlord agrees to provide us with complete sets of keys to all external locks in the property. If we are required to arrange for keys to be cut there will be a charge in accordance with The Lettings Terms of Business.

## 26. Contractors

All contractors, whether arranged by us or by the Landlord are engaged on behalf of the Landlord. The resulting contract is between the Landlord and the Contractor. BLPM is not a party to that contract. If the Landlord requires us to engage contractors, full details must be provided. These contractors must be suitably qualified. BLPM is in no way responsible for contractors meeting their obligations.

We reserve the right to use our own contractors if, after reasonable enquiry, the Landlord's preferred contractors are unavailable, or in cases of emergency where we have to act as Agent of Necessity.

Electrical Contractors will be NICEIC qualified and authorised to provide a certificate under Building Regulations (Electrical Safety in Dwellings) Part P. They will provide an Electrical Installation Safety Certificate.

The Landlord also undertakes to ensure that any D.I.Y electrical work at the property which is notifiable under Part P is certificated by the Local Authority under the above Electrical Safety in Dwellings Part P Regulations. Gas Contractors will be Gas Safe registered and authorised to issue Gas Certificates under the Gas Safety (Installation and Use Regulations) 1998 and as amended or replaced.

If we are instructed to deal with any Landlord “preferred contractors”, rather than BLPM approved contractors, we will ensure that the Landlord receives copies of all correspondence with that contractor.

As we have no control over Landlord preferred contractors, we will undertake to contact them twice by e-mail. If after the second e-mail they fail to respond, we will advise the Landlord and it will become the Landlord’s responsibility to instigate further communications with their preferred contractor.

We can accept no responsibility for any private arrangements made between the Landlord and their preferred contractor, or their failure to undertake works.

### **27. Notification of Defects**

Our offices, or emergency contractors, are on standby all year. This ensures that, when a Tenant reports an emergency, it will be dealt with promptly and in accordance with any pre-agreed instructions from the Landlord. Out of hours emergency contractors will gauge the seriousness of the situation and act to protect the property and its occupants.

### **28. Appliances**

All appliances, including central heating, burglar and smoke/heat alarms, should be checked and serviced before the Tenant occupies the property. Whenever possible maintenance contracts should be taken out and given to our Property Management department if you are using our Property Management Service, otherwise they should be provided to the Tenant. Operating Manuals and Guarantee Cards must also be made available in the property.

### **29. Deposit Disbursal**

Tenant’s Deposits are held as with the DPS Custodial Scheme and Disbursal will be carried out in accordance with our standard procedures and those of the DPS. More details regarding this matter can be found in Section C below. We do require a 3<sup>rd</sup> party Inventory/check in report to be carried out in order for us to hold the deposit

### **30. End of Property Management Service**

Our Property Management Service will not continue beyond the end of the tenancy. For other services refer to Section D “Vacant Property Services”. The fee for this is £100 per month.

During the term of a Tenancy, the Property Management Service can be terminated by either the Landlord or us by giving the other party three months’ notice, in writing.

### **31. Insurance Claims**

There will be a charge as set out for the service if we are instructed by the Landlord to deal with the administration, negotiation or settlement of insurance claims. We are however prohibited by law from assisting in the actual performance of a Landlord’s insurance contract by, for example, notifying the insurer of the claim or assisting in the management of the claim.

### **32. Communications & Instructions**

Whilst we are acting as your Managing Agent, we will seek to communicate with you primarily by e-mail. While we would ordinarily request an instruction to be provided in writing there may be occasions where we are required to act quickly in order to address an urgent request or to avoid damage to your property; in such instances we will accept a verbal instruction having first discussed the matter with you. In those rare cases when we are required to act as an Agent of Necessity, we will do so without requiring your authority, written or otherwise.

### **33. Fees & Charges for The Property Management Service (single lets)**

Our fees for the Property Management Service are calculated as a percentage of the Gross Rent and are due on the rent payment dates as specified in the Tenancy Agreement and are payable irrespective of whether the Rent is paid.

Each and every time the Tenancy is renewed or extended beyond the initially agreed period, or if an option to renew is exercised, our Property Management fee will be charged at the same rate for the further agreed period or periods.

### **HMO Fully Managed Payment Terms**

Payment is made payable upon the agreed start date of the commencement of our fully managed service (*in advance*) and once all compliance documentation is in place. Payment is required on the 01<sup>st</sup> of each month and the first payment could be pro rata if the start date does not fall on the 01<sup>st</sup>.

#### **34. Safety Checks**

- We will arrange Gas Safety, Portable Appliance and Electrical Installation Safety Certificate for each new let and re-let.
- If we are not asked to arrange any or all of the above, Landlords must supply and keep us supplied with current certificates.
- We will require a valid replacement certificate no later than 48 business hours prior to the expiry of the current certificate. Should we not be in possession of a replacement certificate, including from British Gas, we will act under Agent of Necessity and order a replacement via our Approved Contractors. In the event that the landlord arranges the certificate directly and has provided contact details for their preferred contractor we will attempt to place the order with them. If they are unresponsive or unavailable, we will proceed with booking our Approved Contractors without reference.
- Please see Section H: Landlord Responsibilities relating to Legionella, Smoke Alarms and Carbon Monoxide Detectors. We can arrange risk assessments, installations of alarms or detectors and/or tests to be carried out on your behalf via our approved supplier.

#### **35. Agent of Necessity**

- If the Landlord is unavailable, or have not met their obligations under the Tenancy Agreement or any Act of Parliament or regulation, or, if after reasonable enquiry we are unable to contact the Landlord, we reserve the right to arrange works without notice to ensure that the property meets statutory requirements and Health and Safety regulations and complies with best practice. If we are required to act as Agent of Necessity, the Landlord undertakes to fully reimburse us upon demand for all costs so incurred.
- Please note that in the case of emergency repairs we cannot guarantee to instruct any of the Landlord's preferred contractors.

#### **36. Notice period**

The notice period for our single let & HMO fully managed service is 3 months.

## SECTION C: DEPOSIT GUIDELINES

### 1. Deposit Amount and Interest

A deposit equivalent to 5 weeks (6 weeks if the rent is equal to or over £50,000 pa) rent is held for the duration of the Tenancy to offset any costs required to remedy the failure of the Tenant to fulfil the conditions of the Tenancy Agreement. If we, the Agent (BLPM), are instructed by the Landlord to hold the Deposit, the Agent shall do so under the terms of the deposit protection scheme where the Tenancy is an Assured Shorthold Tenancy. The interest upon the Deposit is retained by the Landlord's Agent.

### 2. The Tenancy Deposit

Barratt Lettings & Property Management Ltd is a member of the deposit protection scheme, which is administered by:

The DPS,  
The Pavilions,  
Bridgwater Road,  
Bristol,  
BS99 6AA.

Phone: 0330 3030030

Web: <https://www.depositprotection.com/>

'DPS' means Deposit Protection Scheme

'ICE' means the Independent Case Examiner of The Dispute Service Ltd.

'Agent' means a person who is authorized to act on behalf of another, in this instance the 'Landlord' Member means the Landlord's Agent who is also a member of the deposit protection scheme.

'Stakeholder' means that the person holding the tenancy deposit during the tenancy between the parties (landlord and tenant) should obtain the agreement of both sides before making any deductions for damage, cleaning etc.

### 3. How we hold Deposits

The deposit is held in the DPS custodial scheme. These Deposits will be disbursed in accordance with our standard procedures as documented in this guide and, where the Tenancy is an Assured Shorthold Tenancy, the requirements of the deposit protection scheme.

At the end of the Tenancy, we will arrange a Check-out and an Inventory/Schedule of Condition/ Check-out Report will be produced by an independent inventory company. The Inventory/Schedule of Condition/Check-out Report will be returned to our Property Management department. The cost will be borne by the Landlord.

### 4. At the End of a Tenancy Covered by The Deposit Protection Scheme

If there is no dispute, we will request amounts agreed as deductions where expenditure has been incurred on behalf of the Landlord or repay the whole or the balance of the Deposit according to the conditions of the Tenancy Agreement with the Landlord and Tenant. Payment of the deposit will be made within 10 calendar days of written consent from both parties.

At the end of a Tenancy covered by the deposit protection scheme where there is a dispute, if the Tenant has not received the deposit 10 calendar days after asking for its return, the Tenant may apply to the DPS for the adjudication. A Landlord can also refer a dispute to the DPS.

The statutory rights of either the Landlord or the Tenant(s) to take legal action against the other party remain unaffected.

It is not compulsory for the parties to refer the dispute to the DPS for adjudication. The parties may, if either party chooses to do so, seek the decision of the Court. However, this process may take longer and may incur further costs. Judges may, because it is a condition of the Tenancy Agreement signed by both parties, refer the dispute back to the DPS for adjudication. If the parties do agree that the dispute should be resolved by the DPS, they must accept the decision of the DPS as final and binding.

If there is a dispute, we must remit to DPS the full deposit, less any amounts already agreed by the parties and paid over to them. This must be done within 10 calendar days of being told by the DPS that a dispute has been registered whether you or we want to contest it. Failure to do so will not delay the adjudication but the DPS will take appropriate action to recover the deposit and discipline BLPM.

We must co-operate with the DPS in the adjudication of the dispute and follow any recommendations concerning the method of the resolution of the dispute.

## **5. Incorrect Information**

The Landlord warrants that all information he has provided to BLPM is correct to the best of his knowledge and belief. In the event that the Landlord provides incorrect information to BLPM which causes us to suffer loss or causes legal proceedings to be taken the Landlord agrees to reimburse and compensate us for all losses suffered.

BLPM do not make any charge to landlords or tenants for access to the DPS dispute resolution facility. There are no costs for the actual adjudication process save where we are required to provide information following a tenant's notification and we consider a landlord's claim is un-commercial and or frivolous.

When the amount in dispute is over £5,000 the Landlord and the Tenant will agree by signing the Tenancy Agreement to submit the dispute to formal arbitration through the engagement of an arbitrator appointed by the ICE although, with the written consent of both parties, the ICE may at his discretion accept the dispute for adjudication. The appointment of an arbitrator will incur an administration fee, to be fixed by the Board of The Dispute Service Ltd from time to time, shared equally between the Landlord and the Tenant. The liability for any subsequent costs will be dependent upon the award made by the arbitrator.

## **6. Please Note: Other Deposit Protection Schemes**

If the Landlord decides to hold the deposit for an Assured Shorthold Tenancy under the rules of deposit protection scheme and BLPM are to collect the deposit, we will forward the deposit to the Landlord within 5 working days of the production of a Registration Certificate from Tenancy Deposit Solutions for the deposit. If the Certificate is not received within 30 days of receipt of the deposit by BLPM we will register the deposit with the deposit protection scheme as above.

If the Landlord decides to hold the deposit for an Assured Shorthold Tenancy under the rules of the Deposit Protection Service (a custodial scheme) and BLPM are to collect the deposit, we will forward the deposit to the Deposit Protection Service within 5 working days of the receipt of the appropriate registration details. If the details are not received within 30 days of receipt of the deposit by BLPM we will register the deposit with the deposit protection scheme as above and the appropriate DPS charge will be applied as per our Terms of Business.

In the event that BLPM submit the deposit to the DPS Custodial scheme as per the account details provided by the landlord and the funds are returned to us by the DPS as unsuccessfully allocated, BLPM will register the deposit with the deposit protection scheme and the appropriate charge will be applied as per our Terms of Business. If we are subsequently instructed by the Landlord to re-submit the deposit to the DPS we will facilitate this but a second rejection by the DPS will result in the deposit remaining registered with the DPS for the duration of the tenancy and the DPS charges will apply.

Where we have been instructed not to hold the deposit the Landlord is responsible for ensuring that the Tenant is notified of the deposit protection within 30 days of the start of the tenancy, and within 30 days of each and every renewal or extension of the fixed term tenancy. This includes the provision to the Tenant of the Deposit Protection certificate where applicable plus the Prescribed Information and information booklet for the relevant deposit protection scheme. The Landlord is responsible for ensuring that the deposit is protected for the duration of the tenancy including re-protection on all renewals and extensions of the original term and that the Tenant receives notification of this. The above applies where the Landlord holds the deposit and where Chancellors hold the deposit as Stakeholder.

If the Landlord fails to meet the initial requirement to protect the deposit the Tenant can take legal action against the Landlord in the County Court. The Court can make an order stating that the Landlord must pay the Deposit back to the Tenant or lodge it with the custodial scheme which is known as the deposit protection scheme.

In addition, a further order may be made requiring the Landlord to pay compensation to the Tenant of an amount equal to three times the Deposit. The Landlord will be unable to serve a Section 21 Notice on the Tenant until compliance with the above conditions and the Court will not grant the Landlord a possession order.

The Agent has no liability for any loss suffered if the Landlord fails to comply.

For Non-Assured Shorthold Tenancies (ASTs) the relationship between the Landlord and Tenant is a contractual one and any dispute would be settled by the courts or an adjudicator agreed by both parties.

## **7. Deposit Disbursal Procedure for Properties Not Managed By BLPM**

- Where it is available to us, we will send a copy of the Check-out report to both Landlord and Tenant with a letter stating that they should discuss any dilapidations with each other and come to an agreement as to dilapidation costs.



#### **Where BLPM hold the Deposit:**

- When Landlord & Tenant reach agreement we need written confirmation from both parties that this is so before we arrange deposit dispersal. When written agreement is received, we will arrange deposit release.
- If after receiving the check-out the report Landlord and Tenant have failed to agree on the dispersal of the deposit either party can refer the dispute to the DPS within 3 months of the end of the tenancy, where the deposit is protected by the DPS. The Tenant may make referral to the DPS 10 calendar days after asking for the return of the deposit.
- If the DPS, Landlord and Tenant want to refer the case to the Courts or other external adjudication body, they must inform us in writing of their intention.
- Either Landlord or Tenant can independently submit the dispute to the DPS for resolution. Details and Application Forms are on <https://www.depositprotection.com/>

#### **8. Deposit Disbursal Procedure for Properties Managed By BLPM**

- Where it is available to us, we will send a copy of the Check-out report to the Landlord and Tenant asking for their comments in writing. If dilapidations have been costed these may be included with the Check-out Report. The Landlord's and Tenant's comments, when received, will be sent to the other party.
- When the Tenant's comments on any Landlord's comments are received and if there are no issues BLPM will request the deposit in line with the Check-out Report findings. When written agreement is received from both parties, we will arrange deposit release
- If there are differences between the Landlord's and Tenant's comments, we will write to both requesting further observations. If, when the respective comments are received the Landlord and Tenant are now in agreement, BLPM will disperse the deposit accordingly.
- If after receiving the check-out report the Landlord and Tenant have failed to agree on the dispersal of the deposit either the Landlord or the Tenant can independently submit the dispute to the DPS for resolution within 3 months of the end of the tenancy. Details and Application Forms are on <https://www.depositprotection.com/> The Tenant can make a referral to the DPS 10 calendar days after asking for the return of the deposit.

#### **9. Monies Properly Owed to BLPM**

Any monies properly owed to BLPM by the Landlord will be deducted from the deposit amount due to the Landlord and any monies properly owed to BLPM (and/or any unpaid costs to third parties incurred on the Tenant's behalf by the Landlord or Agent) by the Tenant will be deducted from the deposit amount due to the Tenant and/or deposit monies being paid to the Landlord.

#### **10. Use of Deposit Monies**

The tenant's agreement, an adjudication or a court order is required before deposit monies are available to a landlord to pay for works, purchase missing items or receive as compensation. Landlords will be required to make funds available before orders are placed for works or replacement items that are detailed on the check-out report or otherwise required as a result of a tenant's occupation

#### **11. Costs of Notification of a Dispute and Providing Information About A Dispute to An Adjudicator**

Notification of a dispute to an adjudicator and the supplying of information at the request of an adjudicator does not form part of our management service. Where we are instructed by a landlord to submit a notification on behalf of a landlord or where an adjudicator requests information following a tenant's notification and we consider a landlord's claim is un-commercial and or frivolous we will make charge at the standard hourly rate.

## SECTION D: VACANT PROPERTY SERVICES

### 1. General

Our Vacant Property Services ensures that the property is looked after wherever the Property Owner may be. The service is available for properties vacant prior to letting, between Tenancies, following Tenancies, or in circumstances where the property is empty for any period of time.

The provision of this service will only be arranged following the Landlord's formal written instructions.

Please note that if we are requested to provide any of the services detailed below, the Landlord must provide us with sufficient funds to cover invoices from contractors, utility providers and our charges.

### 2. Vacant Property Service

**£100 per month.**

#### **Winter Weather Protection:**

In the winter months we will arrange for the heating system to be switched on, however, we cannot be responsible for the effectiveness of the system. Alternatively, we can arrange for the heating system to be drained.

**Garden Maintenance:**

We can arrange regular garden maintenance. We will require the Landlord to provide exact written requirements, e.g. cut grass, weed borders; do not touch shrubs/trees etc.

#### **Utility Charges:**

We can arrange for utility invoices to be sent to us. We will arrange settlement of these invoices out of funds provided by you. This does not include mortgage and insurance premium payments.

This service provides visits to the property, during which we will clear post, marketing materials, newspapers etc. The frequency of the visits will be determined by the client, who must provide us with a schedule of required visits to enable us to diarise these in advance.

A short report will be produced and e-mailed to you.

Most household insurance policies are invalid unless the property is visited at least once a fortnight. The insurance company must be informed if the property is to be vacant for more than 21 consecutive days.

This notification is strictly the Landlord's responsibility.

Any tasks additional to those outlined above will incur additional charges.

We reserve the right to increase these charges and will give the Landlord one month's written notice if we intend to do so.

## **SECTION E: REFURBISHMENT SERVICE**

Both major and minor works are sometimes necessary to maintain or enhance a property's capital value and its rental value. We offer a flexible service, appropriate to the works and the extent of involvement required. Our depth of experience enables us to advise what will enhance rental value in a cost-effective way. Our service includes:

### **1. Refurbishment Advice**

Identifying suitable local trades' people and arranging the provision of their goods and services.

### **2. Sourcing Service**

Identifying sources and arranging the purchase of furnishings, furniture, goods and equipment.

### **3. Refurbishment Service**

The co-ordination of resources and trades people to successfully fulfil a detailed specification of works and provision of goods embodied in a detailed refurbishment contract.

### **4. Significant Repairs**

Overseeing works for which the total invoices amount to more than £750.

### **5. Fees for the Refurbishment Service**

Our fees for the refurbishment's services are calculated as 12% of the value of invoices raised to the client by suppliers/trades companies for works undertaken or goods provided to the client where BLPM was the effective source of introduction between the Client and the supplier.

### **6. Direct Landlord Instructions to Contractors**

If a Landlord directly instructs a contractor introduced to the Landlord by BLPM then BLPM's standard fees for Property Refurbishment / Goods Supply shall immediately become payable based on the value of the works being ordered or goods supplied.

## SECTION F: DEBTOR MANAGEMENT

The Debtor Management Service listed below is included within our Property Management Service at no extra charge except for the cost of any disbursements or fees paid to third parties such as for example Solicitors.

This service is only available for Tenancies for which we collect rent and includes:

- Telephone and/or email communication with Tenants to prompt payment.
- Attempting to discover the reason for non-payment i.e. Tenant circumstances (redundancy etc).
- Attempting to locate the Tenant where appropriate but not the cost of search agent's fees.
- Maintaining notes of all conversations for use in Court if necessary
- Keeping you the Landlord informed of all communications with Tenant.
- Advise Landlord on legal position and recommended actions.
- Instructing a solicitor on the Landlords behalf to pursue Tenant for debts and possession of the property as appropriate.
- The benefit of agreed rates for legal costs with our recommended solicitors. These are available upon request.
- Providing Landlord with file information to allow legal proceedings to progress
- Attend court as a witness when required - £100 per hour.

We will not be liable for the outcome of any court proceedings resulting from an inability, for whatever reason, of our debtor management service to recover some or all outstanding monies owed to the Landlord or possession of the property.

### **Please Note:**

All Tenancies for which we collect rent have included within our Tenancy Management Fee our Rent Reminder service which is part of our Rent Processing Service. This includes:

- The sending of 3 reminder letters to Tenants at 7, 14 and 21 days informing them that they are in arrears, the amount of their arrears and reminding them of their obligations under the terms of the tenancy agreement
- Copy letters to Landlords informing them of the current status of the arrears.

## SECTION G: ADDITIONAL COSTS

### 1. Tasks Outside our Lettings or Management Services – please refer to the landlord fees schedule

There will be a charge if: -

- We are asked to carry out property management tasks on non-managed properties such as organising cleaning, gardening, key cutting etc.
- We are required to undertake tasks such as provide information for a court case, provide a witness statement, court appearances, fair rent assessment, or other tribunals.
- We are asked for post tenancy assistance or information.
- You will be advised of these charges when the service is requested.

### 2. Houses in Multiple Occupation – Licence Applications

Barratt Lettings & Property Management Ltd is able to apply for a licence on behalf of a client. The fee for this service is: -

- £200 on initial application for a tenancy to the Local Authority plus any fees charged by them.
- £150 on renewal of a tenancy plus any fees charged by the Local Authority.

We can also refer clients to surveyors who are able to advise in this specialist area.

### 3. Sale of the Let Property

In the event that the Landlord decides to sell the property to the tenant, BLPM will be pleased to act as the landlords selling agent to assist in achieving the best price in line with meeting any other requirements. Our fees will be 0.75% of the full asking price.

### 4. Outstanding Fees

The Landlord is responsible for our Fees for the term of the Tenancy. If fees are not paid within fourteen days of the date of an Invoice, we reserve the right to charge interest at a rate of 3% above the National Westminster Bank base rate and this will be calculated from the fifteenth day after the date of an Invoice up until the date fees are fully paid.

## SECTION H: LANDLORD'S RESPONSIBILITIES

### 1. Material Information

We will ask you to complete a Fact Find that will provide us with Material Information that tenants will need to be able to make an Informed Decision about making your property their next home. In making a full disclosure you will help the transaction precede at the required pace and help prevent the tenant being surprised later in the process that can lead to disappointments all round. We will agree with you when is the appropriate time to make the information available, with the full information being made available no later than when a potential tenant is identified, and we confirm the offer details of a prospective let.

### 2. The Inventory & Schedule of Condition

An inventory of household and garden effects compiled by a professional, independent inventory company will be provided at the Landlord's cost. The inventory should also contain comments on condition.

The costs of the inventory are dependent on the size and content of the property and we cannot accept liability for any errors or omissions on the part of the Inventory Company.

### 3. Loft Space and Other Places of Storage around the Property

Unless agreed otherwise and documented in the tenancy agreement, the tenant(s) will have the right to use the entire property for the term of the tenancy. We therefore advise all landlords to remove all items of value and items which the tenant(s) will not have the use of from the property. If items are to be left at the property "in storage" the landlord should ensure they are insured, listed and their condition noted with photographs taken of each item. Insurance to cover theft by the tenant is not to our knowledge available. In this regard it must be noted that Inventory Clerks will not include in the Inventory and Schedule of Condition stored items and specify that they will not enter roof voids under any circumstances. It is not recommended under any circumstances that such storage areas are left locked as access is often required in the case of emergencies for access to pipes, tanks and electrical installations. BLPM's service to clients does not include the holding of keys to locked storage areas.

BLPM accepts no responsibility whatsoever for any items left in storage at the property whether notified or not of the storage of items.

### 4. Viewings

We believe that as your agent we should show tenants around as we can ask for feedback from them that they are often too polite to offer to you. Overcoming objections is what our staff are trained to do. Equally knowing why tenants do not favour a property enables us to adjust the marketing to secure a tenant from subsequent viewings. It is good for tenants to pass on the drive. If someone else is interested this often prompts an offer that is that little bit better or comes a little bit quicker than it would have been if the meeting had not taken place! We will specifically arrange viewings in clusters where possible to try to achieve this.

**It is important to bear in mind that you will be allowing prospective tenants into your home. It is sad to report that a very small percentage of them will not share the values we and you have as to honesty. You should therefore ensure that your insurance is up to date and that valuables, including cash and cards, plus items of particular sentimental value are safely stored away.**

### 5. The Property

The Landlord warrants that: -

He/she is the legal owner of the freehold/leasehold interest in the property and/or is authorised to sign this and other relevant documents.

If the property is leasehold, the Landlord warrants that:

- Any proposed Tenancy is permitted under the terms of the superior lease.
- Any proposed Tenancy will terminate before the expiry of the superior lease.
- Where necessary, the written consent of the superior Landlord has been or will be obtained.

Any onerous or special terms of the lease that may be relevant to the letting will be disclosed to us. The Landlord will provide copies of the superior lease, which will be made available to the Tenant.

### 6. Mortgages

If the property has a mortgage on it, which was granted before the start of the Tenancy the Landlord warrants that permission to let the property has been obtained from the mortgagee.

## **7. Houses in Multiple Occupation**

If the Tenancy created results in the property becoming a House in Multiple Occupation (HMO) as defined by the Housing Act 2004, (The Act) the Landlord warrants that:

- The property will meet the standards for HMOs as defined by The Act, including a Pass Certificate following an Electrical Installation Safety check.
- He/she will apply for a Licence if the Tenancy creates a Licensable HMO under The Act
- He/she is a fit and proper person as defined by The Act
- Any loft conversion meets the requirements of planning and building regulations

## **8. Condition**

At the commencement of the Tenancy Agreement the property must be in a clean and tidy condition and meet the required standards for letting.

- It is the Landlord's responsibility to maintain the property in good order throughout the term of the Tenancy.
- The Landlord is obliged by law to ensure that before the commencement of the Tenancy the property is fit for human habitation and will be so maintained during the period of the Tenancy Agreement.
- The Landlord agrees to accept responsibility for any liability under the Defective Premises Act 1972 in relation to the property, or any part thereof and agrees to indemnify us fully in the event of any claim made in this respect.
- Should the Landlord fail to meet these obligations we reserve the right to instruct contractors and deduct any costs incurred from rent received including any Administration Charges that apply.

## **9. Room Sizes and Occupancy**

The following minimum floor area requirements apply to rooms being used as a sleeping accommodation:

- 4.64 squared metres for one (1) person aged under ten (10) years;
- 6.51 squared metres for one (1) person aged over ten (10) years;
- squared metres for two (2) person aged over ten (10) years.

## **10. Insurance**

The Landlord will be responsible for buildings insurance, and for the insurance of the Landlord's fixtures and contents. The Landlord must inform the Insurance Company that the property is to be tenanted and we cannot accept any liability arising from failure to do so.

It is important to check insurance policies to ensure that cover is provided for third party, public liability and defective premises risks. We cannot accept liability for deficiency in insurance cover. The Landlord will provide copies of insurance policies which will be made available to the Tenant

## **11. Utilities**

The Landlord will be responsible for all outstanding utility bills and council tax bills up to the date of commencement of the Tenancy. The Landlord will be responsible for the payment of ground rent, service charges and maintenance charges, if any, throughout the period of the Tenancy.

If our Property Management Service has been instructed, the Property Management Department will administer these payments, provided BLPM are in funds. See Section B.

## **12. INCOME TAX**

Any profit arising from the letting of a property, whether the Landlord is resident in the UK or not, is assessable for tax in the UK. Where the Landlord is non-resident in the UK, the Inland Revenue operates a "Non-Resident Landlords Scheme", under which BLPM are required to deduct tax at the basic rate from the net rents received.

Non-UK Resident Landlords can apply to the Inland Revenue for an approval certificate which, when supplied to us exempts us from the requirement to deduct tax. If an approval certificate is not obtained, we will be required to make tax deductions and pay these over to the Inland Revenue. We strongly recommend that you appoint a specialist tax adviser, as Tax Advice is not part of our service to you.

## **13. PERIODIC TENANCIES**

A Periodic Tenancy is created if a landlord continues to accept rent from a tenant when a tenancy has expired without a new Tenancy Agreement being put in place or a renewal formally documented.

A Periodic Tenancy can only be ended by the landlord serving notice in a prescribed form. A Section 21(4) notice must be

served following the expiry of the fixed contractual term of the original tenancy. The notice must be for a period of at least 2 months on a monthly rental tenancy (see below for other types of tenancy). Provided the Court is satisfied that the Section 21(4) notice has been properly served, then it will make an order for possession.

It is therefore relevant (for the purposes of service of the Section 21 notice), to establish when the last day of each rental period is because the required period of notice that must be provided in any Section 21 notice in respect of a Periodic Tenancy is derived from the length of the rental period.

For a monthly rental payment the period of notice will be just two months; for a quarterly payment period it will be three months with a minimum of two months' notice; for an annual payment period it will be one year with a minimum of two months' notice and for a three year payment period it will be three years with a minimum of two months' notice.

Conversely tenants need only give one month's notice instead of the two months required from Landlords unless the tenancy agreement specifically provides for a longer notice.

For the above reasons we strongly recommend a tenancy is properly renewed with a new Tenancy Agreement or is formally documented rather than allowing the tenancy to continue after the fixed term on a periodic basis.

#### **14. NOTICES UNDER TENANCY AGREEMENTS DRAWN UP BY OTHERS**

Where we have not provided the Tenancy Agreement, we will not automatically serve any notices to protect the Landlords right to possession unless we receive timely written instructions to do so. We will not be responsible or in a position to remind Landlords of any requirement to serve appropriate notices.

#### **15. AGREEMENT TO PAY OUR COSTS**

You agree to reimburse us for any reasonable sums expended on your behalf and not covered elsewhere in this agreement. You will further reimburse us in respect of any loss incurred by us as a result of any act, omission, or representation made by you, or by someone on your behalf, or in the event that you have provided false or erroneous information. You further agree that you will reimburse us on demand for any monies we have accounted to you for that are withdrawn from our client's accounts, for any reason, by our bankers after we have accounted to you that were received from your tenant(s) being monies received by us as your agent.

#### **16. LEGAL COSTS**

If it is necessary to instruct solicitors in respect of any matter relating to the Letting or Management of your property, we will require your specific instructions and you will be responsible for paying all the costs involved.

#### **17. LANDLORD & TENANT ACT 1987**

We are obliged to include your full name and address on all rent demands. We must provide the Tenant with an address within England and Wales at which Notices (including Notices in proceedings) may be served on you. Unless otherwise instructed, if your address is outside England and Wales, we will use the address of our Lettings Office named in the Tenancy Agreement for this purpose. Although we will use our best endeavours to forward any Notices to you promptly, we cannot accept liability for any loss or damage incurred either directly or indirectly as a result of our actions in this respect.

#### **18. MUTUAL AGREEMENTS**

The expiry or termination of this agreement shall be without prejudice to any rights which have already accrued to either of the parties under this agreement. We will not be obliged to make any payments on our own account but only from the rents collected on your behalf and/or monies provided in advance by you.

#### **19. CONSUMER PROTECTION FROM UNFAIR TRADING REGULATIONS 2008 (CPR)**

The CPR requires Estate Agents to verify all facts that are communicated to potential customers, irrespective of the method of communication. In order to circulate full details of your property we must obtain your confirmation that all facts contained therein are accurate and convey a true impression of the property and that there is no other Material Information that should be disclosed.

#### **20. LEGIONELLA**

As the provider of rented accommodation, you may already be aware of your responsibilities to ensure that the risk from exposure to Legionella in your property is properly controlled. A risk assessment must be carried out on all hot and cold-water systems prior to each tenancy to determine the likely risk of Legionella being present in the property. We can arrange this on your behalf via our approved supplier (Gas-Elec) and prices are shown below.

£50 for as a stand-alone visit and report



The risk assessment may find that improvements/works are required, which must be carried out prior to the start of the tenancy. We can arrange this on your behalf via an Approved Contractor. Further details on the requirements are outlined in the Health and Safety Executive (HSE) documents. Please refer to <http://www.hse.gov.uk/pubns/indg458.htm> website document '*Legionnaires' Disease: A brief guide for duty holders*'.

## **21. SMOKE ALARMS**

It is a legal requirement that smoke alarms are installed on each floor of rented accommodation, including entrance lobbies where the accommodation is above, and that these are in working order and tested on the first day of each tenancy. We can arrange for smoke alarms to be installed on your behalf and/or serviced/ tested via our approved contractors as per the prices quoted by our contractors. Should we instruct Gas-Elec to carry out a landlord gas and/or electrical safety check on your property their engineer will check for smoke alarms and test these free of charge as a matter of routine (battery operated alarms only).

## **22. CARBON MONOXIDE DETECTORS**

It is a legal requirement that carbon monoxide detectors are present in each room within a rented property where solid fuel is burnt, and this includes rooms with open fires. Solid fuel can include wood, coal, anthracite and examples of appliances are wood burning stoves and Rayburn and AGA cookers. The detectors must be tested on the first day of each tenancy. We can arrange for a carbon monoxide detector(s) to be installed and/or serviced/ tested on your behalf via our approved contractors as per the prices below. Should we instruct Gas-Elec to carry out a landlord gas and/or electrical safety check on your property their engineer will check for Carbon Monoxide detectors and test these free of charge as a matter of routine (battery operated detectors only).

## SECTION I: TAXATION

### 1. GENERAL TAX ISSUES

**We are not tax advisors. Nothing in this guide should be viewed as tax advice. We have included information here solely for the purposes of guidance on issues that you may consider discussing with a qualified tax advisor.**

Tax is payable on UK lettings income for both resident and non-resident landlords and we are required to make periodic returns to HM Revenue & Customs detailing rents that we have collected for both resident and non-resident landlords.

Tax is payable on rents received less costs which have been incurred wholly and exclusively in relation to the letting. It could well prove beneficial for landlords to appoint a tax accountant to ensure that they make a claim for all the deductions and allowances to which they are entitled, and so minimise any tax that is due.

The following list provides examples of some of the costs that are normally allowable for deduction in calculating taxable lettings profit: -

- Mortgage loan interest
- Agents letting and management fees
- Repairs and Maintenance
- Buildings insurance, including contents and landlord's protection insurance.
- Accountancy and legal fees
- Gas safety certificates
- Inventory checks at the start and end of the tenancy.
- Gardening and cleaning services provided as part of the tenancy.

**If HM Revenue and Customs define the landlord as non-resident then we may have to deduct tax before we make remittance to the landlord.**

### 1. HM REVENUE AND CUSTOMS NON- RESIDENT LANDLORDS SCHEME

Non-resident landlords are persons:

- who have rental income, and
- whose 'usual place of abode' is outside the UK

This includes anyone who leaves the UK for more than 6 months even though your local tax office may continue to treat you as a resident in the UK following your departure.

It includes companies registered overseas

Members of HM Armed Forces and other Crown Servants including Diplomats are treated no differently from any other non-resident landlord. So, if they receive UK rental income and have a usual place of residence outside the UK the NRL Scheme applies to them.

**We are required by law to deduct tax on Overseas Landlords unless there is an Approval Notice from Her Majesty's Revenue and Customs ("HMRC") enabling us to remit rents on a gross basis.**

If we are required to deduct tax at the basic rate under the NRL scheme, then we can only offset applicable property management costs that have been paid via our client account.

In order to meet the requirements for us not to deduct tax: -

- If you already hold an approval notice from HM Revenue and Customs to receive rents gross, then please contact them and ask them to re-issue it to the BLPM Group. We are required to deduct tax until we receive this notice and are unable to use a photocopy of the notice in another agent's name. We have found that the quickest method to transfer approval notices is for the landlord to telephone the NRL tax office on 0151 472 6208 and you will need to quote one of our references below.
- If you do not currently hold an approval notice, then we would recommend that you apply for one straight away. If you are granted approval then it is normally granted from the start of the quarter (1<sup>st</sup> July 1<sup>st</sup> Sept etc) in which you apply, so the sooner the application is made the better. To apply for an approval notice you need to complete an Inland Revenue form called an NRL1.

Unfortunately, we are unable to deal with either (i) or (ii) on your behalf as HM Revenue and Customs will only deal with the taxpayer or their authorised tax advisor.

Our references with HMRC for the NRL Scheme are: NA057554 1801

Where both parties jointly own a UK property and both reside outside of the UK, the NRL Scheme applies to both parties and each is treated as a separate landlord in their own right. If both parties wish to receive the rental income with no tax deducted, they must each complete a separate application form and send it to HMRC.

HMRC's own website ([www.hmrc.gov.uk](http://www.hmrc.gov.uk)) gives full information on this subject.

The NRL1 form can be downloaded for completion from [www.hmrc.gov.uk/cnr/nrl1.pdf](http://www.hmrc.gov.uk/cnr/nrl1.pdf)

## SECTION J: MONEY LAUNDERING REGULATIONS

The European Parliament Money Laundering Directive and the UK Government's Money Laundering Regulations 2007 are now in force. We therefore require evidence of your identity when taking instructions to market your property. It is necessary to provide one of each primary and secondary identification as detailed below with your signed Terms and Conditions. One of these documents must show your address and be less than three months old (e.g. utility bill).

- Primary:
- Full Valid Passport or
- Valid HM Forces ID Card or
- Driving Licence (with photo ID).
- Secondary:
- Original utility bill or
- Original council tax bill for the current tax year or
- Original mortgage statement for the year just ended or
- Firearm or shotgun certificate or
- Original current account bank statement or
- Original credit card statement (must be MasterCard, Visa or American Express) with a copy of both sides of the card itself.

It is our policy to only account to Landlords for rent received unless in exceptional circumstances written approval has been given by our Money Laundering Reporting Officer.

For more information on Money Laundering Regulations, please visit: <http://www.ofc.gov.uk/OFTwork/aml/money-laundering/>

## SECTION K: HOUSES IN MULTIPLE OCCUPATION (HMO'S)

### THE HOUSING ACT (2004)

The Housing Act 2004 introduced a number of significant changes to the rented property sector. The main change related to Houses in Multiple Occupations or "HMOs".

#### 1. What Is A House in Multiple Occupation?

A House in Multiple Occupation or HMO is: -

A house or flat which has more than 2 people who form two or more households living in it, (a household is a single person or people of the same family either by blood, marriage, adoption or some other recognised criteria (e.g. fostering) so for example three unrelated occupants are three households

### AND

Where the households are sharing basic amenities such as: -

- toilets
- bathroom or washing facilities
- cooking facilities

Even if the individual flat within a property is not an HMO a building in its entirety can be a House in Multiple Occupation or HMO if: -

The building has been converted into self-contained flats where the conversion does not conform to the 1991 Building Regulations or of which less than two thirds of the flats are owner occupied. Owner Occupiers are: -

- Freeholders, and their family;
- Lease holders of more than 21 years and their family.

Note that a Purpose-Built Blocks of Flats is not an HMO but an individual flat within a purpose-built block of flats may be an HMO depending upon the occupants

#### 2. HMOS Due to The Makeup of The Occupants

Where the occupants of a house or a self-contained flat in a purpose-built block or a self-contained flat in a converted building share some basic amenities see the table below: -

House or flat	HMO's	Licensable HMO's
a) Occupied by 2 unrelated individuals	No	No
b) Occupied by 3 to 4 people who form 2 or more households	Yes	No*
c) Occupied by 5 or more people who form 2 or more households	Yes	Yes

\*Please note – check with your local council for additional licensing schemes.

#### 3. Room Sizes and Occupancy

The following minimum floor area requirements apply to rooms being used as a sleeping accommodation:

In HMO's with sufficient communal living space provided in accordance with the latest legislation & Amenities and Facilities Guide:

- 4.64 square metres for one (1) person aged under ten (10) years;
- 6.51 square metres for one (1) person aged over ten (10) years;
- 10.22 square metres for two (2) persons aged over ten (10) years.

#### 4. What Information Is Required to Determine If A Property Is An HMO?

The information required to establish if a Property is an HMO or a Licensable HMO includes:

##### House

- How many Households?
- How many Unrelated Occupants?

##### Converted Flat

- When Converted?
- Is it Self Contained
- How many Households?
- How many Unrelated Occupants?
- Does the conversion comply with the 1991 Building Regulation requirements?

##### Purpose Built Flat

- When Built?
- Is it Self Contained
- How many Households?
- How many Unrelated Occupants?

#### 5. HMO Requirements

The regulations impose the following requirements and standards: -

- Name/contact number of the landlord/manager in charge to be available to all occupants
- Common parts
  - Free from obstructions
  - In safe condition
  - To be in good decorative order
  - To have good lighting available at all time
- Safety
  - Fire Escape Notices to be prominently displayed
  - Escape Routes to be:
    - In good condition
      - Free from obstructions
      - To be in good working order:
      - Smoke Alarms, in communal areas and heat alarm in kitchen
      - Lighting appliances
      - Space heating appliances
      - Water heating appliances
      - Washing machines and laundry equipment
    - To be tested:
      - Smoke/heat/carbon monoxide alarms
      - Fire blankets
      - Fire Extinguishers, if supplied annually
      - Electric fixed installations every five years
      - Portable Appliance tests every year
      - Gas Certificate to always be in place and valid
      - Fire Safety certificate
      - Emergency lighting certificate (if applicable)
      - Furniture to meet the fire-retardant regulations
    - Washing Facilities
      - Per every 5 occupants:
      - Separate toilet with wash hand basin, having splash back
      - Bathroom with bath or shower
      - Bathrooms adequately
        - Heated
        - Ventilated
      - Bathrooms & toilets
        - Of adequate size & layout and fit for the purpose

- Suitably located in relation to the living accommodation
  - Constant hot & cold water from fixed taps
- Kitchen Facilities
  - Kitchens have:
    - Sinks with:
      - Draining boards
      - Constant hot & cold water
      - Worktops suitable for food preparation
      - Sufficient Electrical sockets
- Fire Precaution Facilities
  - Fire precaution facilities provided to be sufficient in type and number for the HMO.

## 6. HMO Risk Assessment

The HMO regulations state that HMO's may be inspected by Local Authorities to determine if the Property meets the required standards by reference to the 29 potential hazards. These grade the hazards in severity of risk, but any short fall can result in a hazard awareness notice which if not remedied could lead to an enforcement notice: -

The 29 Potential Hazards

- |   |                        |   |
|---|------------------------|---|
| • Damp and mould growth                   | • Excess cold          | • Food safety                               |
| • Excess heat                             | • Asbestos (and MMF)   | • Personal hygiene sanitation and drainage  |
| • Biocides                                |                        | • Water supply                              |
| • Carbon monoxide and combustion products | • Lead                 | • Falls associated with baths etc           |
| • Radiation                               | • Uncombusted fuel gas | • Falling on level surfaces etc             |
| • Volatile organic compounds              | • Crowding and space   | • Falling on stairs etc                     |
| • Entry by intruders                      | • Lighting             | • Falling between levels                    |
| • Noise                                   |                        | • Electrical hazards                        |
| • Domestic hygiene, pests and refuse      |                        | • Fire                                      |
|   |                        | • Flames, hot surfaces etc                  |
|   |                        | • Collision and entrapment                  |
|   |                        | • Explosions                                |
|   |                        | • Position and operability of amenities etc |
|   |                        | • Structural collapse and falling elements  |

## **7. Policy for The Management of Houses in Multiple Occupation (HMOS)**

### **Regulations**

The regulations require fire alarms and smoke alarms to be tested at commencement of tenancy and for an Electrical Installation Safety Certificate (EICR) to be carried out at least every five years. Annually a portable appliance test (PAT) certificate is required. These tests are in addition to the usual gas safety checks, Energy Performance Certificate (EPC). Some Local Authorities are still refining their policies on compliance with the requirements of the act. As soon as these are to hand, we shall be in a position to advise you further.

## **8. All HMO Properties**

In instances where the following are not to be found the advice of the Local Authority (LA) will be sought and communicated to the client by our Expert Services department:

- Fixed wired smoke alarm with heat detector to kitchen.

Where the only means of escape from upper floors is through an area where the Kitchen is located It can be expected that the LA will require one of the following: -

- Provide a sprinkler/suppression system.
- Partition off the Kitchen with walls and door that have one half hour resistance to fire.

Where escape from attic and basement rooms does not comply with the latest Building Regulation It can be expected that the LA will require one of the following: -

- Provide a means of escape.
- Seal off the room in a manner that tenants will not have access to it.

In the meantime, below, we set out our policy for the type of instructions we have from our Landlords.

## **9. Managed Properties**

If we are requested not to make the test, we will require a copy of the test certificate from the tests carried out by others on the client's behalf.

If a copy of the test certificate cannot be supplied, we shall refer to the Local Authority for their policy on the matter. We will share the Local Authorities decision with the client whose compliance with any recommendations from the Local Authority will allow us to continue to manage the Property.

## **10. Fees**

Property management fees are made payable despite the unlikely event of void periods.

## **11. Local Authority Recommendations**

All Landlords will be reasonably expected to undertake any reasonable recommendations from their Local Authority as to the Local Authorities interpretation of the regulations. We will be unable to manage property where the Landlord unreasonably declines to action recommendations. We reserve the right to exercise our duty of care to Tenants by informing them of this where in our sole view the Landlord unreasonably declines to action any Local Authorities recommendation.

Landlords of other HMOs are advised to inform the Local Authority or apply for a Licence BUT Landlords of any HMOs must ensure they meet the required standards.

## **12. Mandatory Licensing**

HMOs will be subject to Local Authority Mandatory Licensing if: -

- has 5 or more unrelated occupants

Please note: - If property is located within an area of additional licensing a licence is required for 3 or more occupants

Note: - lofts, basements and mezzanine floors count as storeys, but a basement solely used for commercial purposes does not.



### **13. What does mandatory licensing involve?**

Local Authorities may inspect qualifying HMO Properties to check that: -

- the Property is suitable for the number of people the Landlord declares to be living there, or
- the Property is suitable for a maximum number of occupants set by the LHA,
- the proposed management arrangements for the HMO are satisfactory
- the licence holder is a fit and proper person, who has not committed an offence involving fraud, dishonesty, violence, drugs, or broken the Sexual Offences Act, or practiced sex, race or disability discrimination, or has broken Landlord and Tenant law or has broken any Management of HMO's Code of Practice.

### **14. How long does a licence last?**

If the inspection is ok: -

- a licence will usually last one year
- it is not transferable
- it will contain conditions

### **15. Are there penalties for not having a licence?**

Failure to obtain a licence will upon conviction attract a fine up to a maximum of £30,000

### **16. What should Landlords do?**

Landlords must register their HMO with the Local Authority and anyone with doubts about the status of a property must seek advice from: -

- the Local Housing Authority in which the Property falls.
- the internet at [www.gov.uk/house-in-multiple-occupation-licence](http://www.gov.uk/house-in-multiple-occupation-licence)
- the BLPM specialist HMO team

We are happy to offer the services of our refurbishment department once a schedule of works required is determined.

### **17. Let Tenancy Renewals**

BLPM will require a copy of the licence application to be able to let or/manage a Property.

### **18. New Tenancies**

As a duty of care to the Tenants, we are unable to offer Tenancies to applicants if a Licence has not been applied for before Tenancy Agreements are exchanged.

We will strongly recommend to our clients that a Property is updated to meet licence requirements and a licence applied for prior to marketing the Property. A side benefit to this is that our staff will then be able to recommend a rental which will reflect the condition of the let and the fact that the licence is in place.

### **19. Local Authority Recommendations**

All Landlords will be reasonably expected to undertake any reasonable recommendations from their Local Authority as to the Local Authorities interpretation of the regulations. We will be unable to manage Property where the Landlord unreasonably declines to action recommendations. We reserve the right to exercise our duty of care to Tenants by informing them of this where in our sole view the Landlord unreasonably declines to action any Local Authorities recommendations.

### **20. Electrical Installation Safety Tests for Houses in Multiple Occupation**

An Electrical Installation Safety Test has to be conducted at least every five years for all Properties classified under the Housing Act 2004 as being Houses in Multiple Occupation.

### **21. What Is an Electrical Installation Safety Test?**

A test carried out by a qualified electrical engineer to the standards laid down by the "Requirements for Electrical Installations" BS 7671.

The Electrical Installation Safety Test is in addition to the normal electrical safety requirements and the gas safety check.

### **22. How Is the Test Organised?**

BLPM will arrange with the Contractor, Gas-Elec, for the Electrical Installation Safety Test to be done for all Managed Properties. For Non-Managed Properties there will be an administration charge of £25.00.

The Electrical Contractor (Gas-Elec) will conduct an Electrical Installation Safety Test as per the agreed pricing structure (See table 2 attached).

### 23. What Is an Electrical Inspection?

The engineer will conduct a two-stage inspection of the electrical installation, a Visual Inspection, followed by Technical Testing.

The Electrical Contractor (Gas-Elec) will: -

- verify the age of the electrical installation
- check whether there have been any alterations to the electrical installation
- review the extent of the electrical installation
- identify any limitations to the inspection such as no access areas, or appliances which cannot be switched off.

### 24. The Visual Inspection

The engineer will enter every room and check for: -

- Broken/damaged accessories
- Signs of scorching/overheating
- Lack of bonding conductors
- Other obvious defects

Findings are recorded on an observations sheet, which will grade any defects found: -

- Code 1: Very serious, posing immediate danger. Requires immediate attention. A warning notice will be fixed to the failed areas.
- Code 2: Quite serious. If there were several Code 2's would become dangerous and so Code 1. Requires improvement.
- Code 3: Item could not be examined because of access limitations or improvement recommended.

The Technical Inspection will: -

- Establish the earthing system in the Property
- Carry out an external earth fault loop to check that the earth path is sufficiently low to cause automatic disconnection.
- Check the prospective fault current to ensure that fuses etc are designed to cope with the level of current without causing damage.
- Record the type and size of fuses
- Record the type and size of the main earthing conductor
- Record the type and size of equipotential bonding conductors. (any absent will be recorded on the observations sheet).
- Record the characteristics of the main switch or circuit breaker
- Record the circuit information at the consumer unit and to record for each circuit: -
  - Equipment fed by the circuit
  - Cable size, including live cable
  - Disconnection time required
  - Type of fuse or MCB
  - RCD rating, if applicable
- Test each circuit to establish values for: -
  - Circuit impedance for ring final circuits
  - The sum of impedance for live conductor and earth
  - The insulation resistance between separate conductors
  - The maximum measured earth loop impedance

### 25. Pass or Fail?

The Engineer will provide a certificate which will state whether the installation has passed or failed. The installation will fail if there are any Code 1 faults, or if there are substantial other faults.

The installation may pass if there are no Code 1 faults and few other faults. The Engineer will advise on the remedial work needed.

If the installation has failed the Contractor will: -

- Provide a simple document stating the failure areas and affix a warning notice to the failed areas.
- Provide a quotation for the works needed to rectify the failure areas.
- Advise the Property Management Department of the situation, by phone.

### 26. Remedial Works Policy when a Property fails the Electrical Installation Safety Test

The Engineer will provide a sheet detailing any faults and a quotation for rectifying these. The Property Management Department will provide the Landlord with a copy of the test certificate, a list of fail defects, if any, and the quotation for

rectification works.

The Property Management Department will: -

- Check the Landlord's instructions reworks,
- Check that there are sufficient funds to meet the costs,
- If both ok, authorise the repair to be carried out immediately, without reference to the Landlord.
- If funds are not available, we will provide a quotation and the next section applies.

Note 1. Gas-Elec will only carry out repairs upon receipt of an Order from the Property Management Department.

Note 2. When Remedial works are completed Gas-Elec will provide an Electrical Installation Safety Certificate.

Note 3. For clients who do not pay for our Property Management service additional administrative charges will apply for the instruction of remedial works.

## **27. Reports following Inspection**

The Engineer will retain the data collected, including the test results. This will act as a good record of the installation and will be provided to anyone who wants to carry out electrical work at the property. It will also allow a qualified electrician to make an informed judgment as to how efficient or how safe it would be to carry out any work.

## **28. Fire Alarm Maintenance for Houses in Multiple Occupation**

A Fire Alarm Installation Maintenance service has to be conducted at least every 12 months for all Properties classified under the Housing Act 2004 as being Houses in Multiple Occupation.

## **29. What Is A Fire Alarm Maintenance Service?**

A test carried out by a competent engineer to the standards laid down by the "Code of practice for the design, installation, commissioning and maintenance of fire detection and fire alarm systems in domestic premises" BS BS5839-6. The Fire Alarm Maintenance service is in addition to the electrical safety tests and the gas safety checks.

## **30. How Is the Maintenance Service Organised?**

BLPM will arrange with a Contractor, for the Fire Alarm Maintenance service to be done for all Managed Properties. For Non-Managed Properties there will be an administration charge of £75.00 incl. VAT.

A Fire Alarm System Contractor will conduct a Fire Alarm Maintenance service as per the agreed pricing structure detailed below.

## **31. What Is Fire Alarm Maintenance?**

The engineer will conduct a two-stage inspection of the fire alarm system, a Visual Inspection followed by Technical Testing.

A Fire Alarm System Contractor will: -

- verify the age of the fire alarm installation
- check whether there have been any alterations to the system
- check if there have been any changes of use of the property or alterations to the building
- review the extent of the fire alarm system in relation to the standard BS5839-6
- identify any limitations to the inspection such as no access areas

## **32. The Visual Inspection**

The engineer will check for;

- Broken / damaged detectors
- Areas of high risk without detectors, correct type of detection or sufficient audibility levels
- Any other obvious defects

Findings are recorded on and Engineers Report Sheet which will identify any defects or non-conformities found.

## **33. The Technical Inspection (Mains Detectors)**

The engineer will;

- Test and verify the power supply to the detectors
- Clean & Test all mains type detectors (smoke & heat where applicable)
- Verify activation of each detector as well as correct response time
- Verify activation & audibility of linked mains detectors (if applicable)
- Inspect & test all standby batteries in each detector

- Inspect & update the fire alarm system logbook, investigate any recorded defects or unusual system events and verify correct system operation in each instance

Findings are recorded on and Engineers Report Sheet which will identify any defects or non- conformities found.

### **34. Pass or Fail?**

The Engineer will provide a test certificate which will state whether the installation has passed or failed.

- The installation will fail if there are any defects or non-conformities found that cannot be resolved at the time of the visit.
- The installation will pass if there are no defects or non-conformities found or if defects found are corrected at the time of the visit

If the installation has failed the Contractor will: -

- Provide an Engineers Report stating the reason for the failures
- Provide a quotation for the works needed to rectify the failures
- Advise the Property Management Department of the situation.

## SECTION L: POLICY PLANNING & BUILDING REGULATIONS PROPERTIES WITH LOFT CONVERSIONS

### 1. MARKET APPRAISAL

If when on a Market Appraisal we find that the property contains a Loft Conversion the following information must be requested: -

- When was the conversion done?
- Was Planning Permission received?
- Did the conversion comply with Building Regulations?
- Can the Landlord provide proof that the conversion complies with regulations?

### 2. INSTRUCTION

- BLPM will not accept an instruction to Let a property where the Loft Conversion has not received Planning Permission and/or the works did not pass Building Regulations in force at the time of the conversion
- BLPM will not accept an instruction to Manage a property where the Loft Conversion has not received Planning Permission and/or the works did not pass Building Regulations.

### 3. MARKETING

- BLPM will not market a property to Let until we have received proof that a Loft was converted with Planning & Building Regulations approval.
- Evidence that the works were correctly carried out must be placed on file.

### 4. HMO'S

BLPM will not accept an instruction to Let or manage a House in Multiple Occupation which has a Loft Conversion which does not conform to the 1991 Building Regulations.

Any deviation from this procedure must obtain the Director's written consent.

### 5. GREEN DEAL

Under Green Deal Regulations, there is a statutory requirement to notify a prospective tenant of the presence of an existing Green Deal charge, as they will be taking on responsibility for payments under the agreement. If that tenant can prove that they had not been notified of the charge, they can refuse to pay.

The EPC document provides information on any existing Green Deal Plan attached to the property. Agents must provide a copy of that EPC, and there is a duty to make specific reference to the Green Deal Plan and obtain formal confirmation from the applicant that they have been informed of it. This must be done prior to any expenditure of time or money by a prospective tenant, i.e. even before a viewing is arranged.

**It is therefore important that you should disclose the existence of a Green Deal or any other Energy Reduction Measures that you will expect the tenant to pay the finance costs for in addition to the rent.**

## **SECTION M: ENERGY PERFORMANCE CERTIFICATES (EPC'S)**

Legislation has introduced an obligation on persons letting certain types of residential property to provide an EPC to the Tenant of the property prior to the exchange of contracts for the rental of the property.

If, in our opinion, your property requires an EPC we will inform you of this and we will instruct our EPC Provider to contact you to take payment for and produce an EPC. You will be responsible for the EPC Charge which is not part of our letting and/or management commission. Please advise us if you consider your property to be exempt.

If you do not want our EPC provider to prepare an EPC for your property you must provide us, at the time of signing this agreement, with an EPC that conforms with the Legislation.

We reserve the right to vary our terms in relation to the provision of EPC's in the event that our EPC Provider requests reasonable amendments.

We, or our supplier, may request information from you in order to prepare the EPC. You agree to provide this information promptly and you warrant that this information is accurate to the best of your knowledge and belief.

Where an EPC is supplied by our EPC provider we do not make or give any representations, warranties or other promises in relation to its accuracy or otherwise. In order to prepare the EPC our EPC Provider will require access to the Property. You agree to provide our EPC Provider or a representative of it safe access to the Property on reasonable notice.

### **1. EPC Charge**

This is a charge for the collation of the "Required" contents of the EPC. This is payable to our EPC provider upon signing of this agreement.

### **2. Legislation**

This term includes any legislation relating to EPC's including without limitation the Housing Act 2004, Home Information Packs (No 2) Regulations 2007, Home Information Packs (No 2) Redress Regulations 2007 all as amended from time to time.

### **3. EPC Ownership**

Transfer of ownership of the EPC, or any of its contents will not pass to you until the EPC Charge has been paid in full. Any transfer of ownership is subject to the intellectual property rights of the EPC Provider. This means any supplier that we instruct in connection with the preparation of an EPC.

### **4. Access to the EPC**

We have an obligation to, and we will, provide a copy of the EPC to any prospective tenant unless we have reasonable grounds to suspect that the person making the request is unlikely to have sufficient means to rent the Property; is not genuinely interested in renting a property of a general description which applies to the property; **OR** is not a person to whom you are likely to be prepared to rent the property. In this respect please inform us in writing of any persons who you are not willing to rent the property to.

### **5. Time Scales**

It is important that we work closely with you, the EPC Provider and their Domestic Energy Assessor to collate the contents of the EPC efficiently so that the property can be marketed in a manner that complies with the EPC Legislation. To this end we have agreed service standards with our suppliers and would ask for your full cooperation to provide both information and access for the EPC inspection. We accept no responsibility for delays beyond our direct control.

## SECTION M ENERGY EFFICIENCY REGULATIONS

The Energy Efficiency (Private Rented Property) (England and Wales) Regulations 2015

### All Landlords and Buying to Let buyers and should be aware:

The Energy Efficiency (Private Rented Property) (England and Wales) Regulations 2015 have made it unlawful from the 1st April 2018 to grant a new tenancy or renew a tenancy of energy inefficient domestic properties, being those with EPC grades of either F or G. This will apply to all tenancies let under Assured Tenancies, Assured Shorthold Tenancies and Rent Act tenancies.

Landlords with properties with an EPC rating of less than "E" will need to carry out works to improve the energy performance of the property to a rating of "E" or above or face civil penalties unless they can show the property is exempt for a number of limited reasons.

For our clients we have arrangements in place with specialist contractors who can advise on cost effective improvements to raise the EPC grade to an acceptable level. Please contact:

Note some councils are requiring even higher standards of EPC grade for landlords to qualify for membership of council approved landlord schemes.

### Quick reference table:

From 1 April 2016, residential tenants will be able to request landlord consent – which must not be unreasonably withheld – to prescribed energy efficiency improvements unless certain exemptions apply, or the landlord proposes alternative energy efficient measures.

From 1 April 2018 it will be unlawful to grant new or renew leases of residential or commercial property with an EPC rating of less than "E".

From 1 April 2020 this will apply to all residential leases (both new and existing) lettings.

April 2023 this will be extended to include all existing commercial leases

## SECTION N: INTERPRETATIONS AND DEFINITIONS

Any dispute arising from this document, our Tenancy Agreements, or other lettings documentation is governed by and subject to only the laws of England and Wales.

In this, and all our lettings documents, the following meanings apply:

**“Agent”** one who acts for another and works in that person’s best interest.

**“Arranging”** means making provision for a service or works, with the total cost of the resulting invoice(s) being met by the Landlord, or Tenant as appropriate.

**“Associated Party”** means any individual, company, firm, other institution or body, whether incorporated or unincorporated, which is directly or indirectly connected with the Tenant, whether such connection be by blood, friendship, acquisition, marriage, membership, employment, ownership, or who by any means could be said to be associated with the Tenant.

**“Building Regulations”** govern the erection and alteration of buildings.

**“BLPM”** is Barratt Lettings & Property Management Ltd

**“Client’s Accounts”** is a separate bank account into which monies not belonging to the Agent are deposited and held on trust for the benefit of the Client be they a Landlord or Tenant.

**“Contracts”** are binding written documents between parties, which when signed; legally commit all parties to the agreed terms.

**“Day”** means a working day exclusive of Bank Holidays and Weekends.

**“Deposit”** The Deposit is a sum of money paid by the Tenant and held against any damages, or dilapidations to the property caused by the Tenant, or for rent arrears or other breaches of the Tenancy Agreement by the Tenant. The Tenant will pay a deposit at the commencement of the initial term. We will hold the deposit as stakeholders pending the satisfactory termination of the Tenancy. Upon such termination if the Landlord and Tenant agree what sums, if any are to be deducted from the deposit for dilapidations, damage and unpaid rent, we will arrange for the payment of sums to the Landlord and return the balance to the Tenant in accordance with our Deposit Disbursal Procedures.

**“Event Driven”** An Event Driven Contract obliges the Landlord and Agent to observe the agreed terms when the “Event” occurs.

**“Guarantor”** A Guarantor is someone who guarantees all the obligations of another person. A Tenant’s Guarantor, is liable for all the Tenant’s obligations under the Tenancy Agreement

**“Gross Rent”** The total of all rent payable by the Tenant under any Tenancy Agreement for the duration of the entire term of the agreement. For the avoidance of doubt this includes any renewed, extended or periodic tenancies.

**“ICE”** The Independent Case Examiner of the Dispute Service.

**“Landlord”** includes the persons for the time being entitled to receive the Rent and entitled to vacant possession of the Property at the end of the Tenancy. It is agreed that where the Landlord is comprised of two or more persons any agreements expressed to be made shall be deemed to be made jointly and individually.

**“Monies Held”** Rent and other monies held by us on behalf of the Landlord. We do not pay interest on clients’ monies held.

**“Mortgagee”** The Mortgagee is the institution which grants the loan to purchase a property. A Landlord must always seek the Mortgagee’s permission when letting a property which has a mortgage on it.

**“Offer”** An offer is the price and attendant conditions made by a prospective Tenant who wants to rent a property.

**“Orders”** When BLPM are asked to arrange for Contractors to attend a property to undertake Safety Tests or conduct repairs there will be an Arrangement charge for each and every order placed.

**“Power of Attorney”** This is a document which grants power to a person to act in the name of another person and must be drawn up by a solicitor. BLPM will always require sight of the document from anybody claiming to act under power of attorney.



**“Received”** is defined as monies that have been allocated.

**“Set Up Charge”** When we are requested to provide Property Management for a property which we are not Letting, the Set Up Charge covers the various tasks required to create the necessary records.

**“Signatories”** Contracts must be signed by ALL the parties to the contract.

**“Stakeholder”** The term stakeholder, in law is a third party who temporarily holds money while its owner is still being determined.

**“DPS”** The deposit protection scheme provides protection for Tenant’s deposits and provides a free service for the case to be dealt with fairly and independently in the event of a dispute as to the disbursement of the deposit monies at tenancy end.

**“Tenant”** includes a subsequent Tenant under any subsequent Tenancy Agreement. It is agreed that where the Tenant is comprised of two or more persons, any agreements expressed to be made, shall be deemed to be made jointly and individual.