

Landlord's Terms of Business



ALEXANDER & CO

Overview of terms

You are entering into an agreement with Alexander and Co Property Services Ltd. trading as Alexander & Co, registered office address Pevensey House, 27 Sheep Street, Bicester, Oxfordshire, OX26 6JF. or any subsequent subsidiaries or trading names. These terms of business are effective from 1st May 2019.

We trade as a limited company registered at Companies House under registration number: 0720934. Our VAT number is: 123 3997 07.

We are members of The Association of Residential Lettings Agents (ARLA), <https://www.arla.co.uk/>; the TDS Custodial Scheme, www.custodial.tenancydepositsscheme.com (membership number EW20202); and The Royal Institute of Chartered Surveyors (RICS), www.rics.org (membership number 000110).

Our Client Money Protection is provided by RICS.

Our dispute and compensation scheme for both our sales and lettings business is operated by The Property Ombudsman (TPO), www.tpos.co.uk (membership number R00343).

We are a data controller and, as such, are registered with the Information Commissioner's Office (ICO), <https://ico.org.uk/> (membership number Z2369526).

We are also a selling agent, and our Money Laundering Registration is held with HMRC (membership number 12744519).

This agreement will override any previous terms of business in their entirety unless otherwise stated.

This agreement shall be governed by, and construed in accordance with, the laws of England and Wales, and the courts of England and Wales shall have exclusive jurisdiction in respect of any dispute under it. Any legal proceedings to be served in respect of this agreement, which are to be served outside the jurisdiction, shall be deemed to be sufficiently served if they are sent by ordinary first class or airmail post, or its equivalent, and it is agreed that all legal proceedings may be served in English without the necessity for translation into any other language.

The provisions for the service of notices are that if either party deliver by hand any notices or documents which are necessary under the agreement, or any act of parliament, to the other party by 5pm to the last known address of the other party, the documents or notices will be deemed delivered on the next working day, which excludes Saturdays, Sundays and bank holidays; or if any documents or notices are sent by registered or recorded delivery post, the documents or notices will be deemed delivered upon proof of delivery being obtained; or if the documents or notices are sent by ordinary first class post addressed to the other party at the last known address of the other party, the documents or notices will be deemed delivered two working days later, which excludes Saturdays, Sundays and bank holidays. The address for service for the landlord will be the contact address specified in the "Alexander & your consent" document, and the address for service for us will be defined as "Landlord's Agent" within the tenancy agreement.

We will not be responsible for any loss or damage suffered through the act, default or negligence of any third party which may arise other than through our negligence, omission or failure.

The Contract (Rights of Third Parties) Act 1999 does not apply to this agreement.

Termination

Either party has the right to terminate this agreement in writing:

- upon the occupier's vacation of the property
- if we break any important term or condition of this agreement during the term of an occupancy agreement where thirty days written notice of the breach has been given by the other party, the breach has not been remedied and monetary compensation is wholly inadequate

- if you are in major breach of any of the terms contained in this, or the occupancy agreement, or if you do or do not do something which makes it impossible, impractical or illegal for us to continue to perform our obligations under this agreement
- either party carries out, or suggests that the other should carry out, any form of unlawful discrimination

If we terminate this agreement for any reason, you will remain liable for our let only fee of one month's rent plus VAT (subject to a minimum charge of £699), and for any fees and/or costs we might incur on your behalf in transferring our obligations to you or to someone you might nominate.

We reserve the right to assign our rights and obligations under this agreement and/or vary this agreement upon giving you one month's written notice.

Sales commission

If the Tenant wishes to purchase the property from you during their tenancy term or within 12 months of vacating the property, you will be required to enter into a separate selling agreement where a discounted sales fee of 1.44% of the agreed selling price will apply.

Definitions

In this agreement the following definitions and interpretations apply:

"Agent" and **"we"** or **"us"** means the agent trading from the registered office address as described in the Overview.

"Agreement" means these terms of business and any supplementary documents signed between the agent and the landlord.

"Regulations" means the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

"Calendar day" or **"day"** means any day of the year, including weekends and bank holidays.

"Working day" means a day that is not a weekend (Saturday or Sunday), nor any day that is a bank holiday under the Banking and Financial Dealings Act 1971, or any customary or public holiday in England and Wales.

"The property" means any part or parts of the building, boundaries, fences, garden and outbuildings belonging to the landlord at the address set out in the "Alexander & your consent" document. When the property is part of a larger building, the property includes the use of common access ways and facilities, unless otherwise stated in the occupancy agreement.

"Inventory" or **"inventory and schedule of condition"** means the document drawn up prior to the commencement of the tenancy by the landlord or the agent, which includes the fixtures and fittings in the property.

"Term" or **"tenancy"** means the fixed term of the occupancy agreement and any extension or continuation thereof, whether fixed term or periodic, arising after the expiry of the original term.

"Landlord", **"you"** or **"your"** means the landlord as described in the confirmation of instruction, and any other person owning a reversionary interest in the property, whether freehold or leasehold, entitling them to possession of it upon the termination or expiry of the tenancy, and anyone who later owns the property.

"Tenancy agreement" means the contract drawn up between the you and the tenant specifying the obligations of the parties.

"Tenant" means anyone entitled to possession of the property under a tenancy agreement.

"Superior landlord" means the person, company or organisation to whom ownership of the property reverts at the end of the lease.

"Occupier" means a tenant or any other person or organisation entitled to occupy the property under a tenancy, licence or any other form of agreement or contract.

"Jointly and severally liable" means that each person will be responsible for complying with the obligations of the party and paying all charges and costs under this agreement, both individually and together.

"Occupancy agreement" means any agreement between you and any occupier which permits them to occupy the property, whether or not it constitutes a tenancy agreement.

"Relevant person" means a person who paid the deposit, or any part of it, on behalf of the tenant.

"Cash deposit" means the money paid by the tenant before the commencement of the tenancy agreement and held in case the tenant fails to comply with the terms of the tenancy agreement.

"Scheme" means an authorised tenancy deposit protection scheme, set up in accordance with the Housing Act 2004, determined by an alternative dispute resolution (ADR) process or ordered by the court.

"Prescribed information" means the information required to be provided to the tenant and any relevant person, either under the rules of a government authorised tenancy deposit scheme and as prescribed in the Housing (Tenancy Deposits) (Prescribed Information) Order 2007 or as part of the Deregulation Act 2015.

"Statutory time limit" means the time limit set out in the Housing Act 2004 (as amended), in which the initial requirements of

the scheme must be met, and prescribed information must be provided to the tenant and any relevant person.

“Zero Deposit Guarantee” or **“ZDP”** means Zero Deposit Guarantee sold through Zero Deposit, a trading name of Global Property Ventures Limited, and provided by Great Lakes Insurance SE which the tenant may, at the tenant's option, purchase as a substitute for the cash deposit. The terms and conditions of the ZDG are set out in detail in the ZDG documentation provided to the tenant and landlord by Zero Deposit. For copies of the ZDG documentation, contact help@zerodeposit.com.

The use of the singular includes the plural and the use of the masculine includes and feminine and vice versa.

All fees mentioned are inclusive of VAT.

Range of Services

Let Only Service

Our standard letting commission is payable in full upon the commencement of the tenancy.

Our let only service is the basic service available, and should only be used by landlords where letting property is their primary business.

This service includes:

- an initial visit to the rental property by an experienced lettings professional, resulting in an accurate assessment and market appraisal
- advising on regulation and the legal aspects of lettings
- advising on strategic marketing to present your property, including impartial advice on presentation and refurbishment
- obtaining confirmation of ownership of the property from the land registry
- outsourcing reference requirements to an independent third-party provider to vet prospective applicants
- confirming occupier's status for Right to Rent legislation and keeping appropriate documentation on file for the statutory period. (Let Only and Rent Collection Landlords will be responsible for ensuring the Right to Rent documentation is kept up to date and valid through the tenancy)
- prominent property display and current industry information on our website, www.alexanderandco.co.uk and listing with Rightmove and Zoopla
- displaying prominent 'To Let' and 'Let By' boards
- accompanied viewings by a member of our experienced lettings team, if required
- negotiation of all terms of the tenancy agreement and relevant documentation
- preparation of tenancy agreements and relevant documentation, and arranging for signature
- registering the tenant's deposit in the TDS Custodial Scheme for the term of the tenancy, and serving the required prescribed information and supporting documentation within the required timeframe (£49)

Rent Collection Service

In addition to the care we take under our Let Only service, our Rent collection service is designed to cover all aspects of the money process, so you do not need to keep checking your bank account to see if the rent has been paid, or chase late payments, send receipts, keep track of statements, bill payments, invoices, etc.

This service includes:

- monthly financial statements showing our fees being deducted before paying over the balance to you
- arrears chasing services
- annual rent reviews
- negotiation of tenancy renewals in accordance with your instructions and preparation of all relevant documentation (£129 per renewal negotiated)
- access to third-party rent guarantee/legal cover (additional £22 per month)
- service of statutory legal notices for possession (£69 per notice required)
- provision annual financial statements for you and/or your tax advisor (£29 per annum)

You will be informed of any rent arrears or breaches of contract brought to our attention. However, if legal action is required you will be responsible for instructing your own solicitor and for all the fees and other costs involved.

Please note: our fees remain due for the entire period the tenant introduced by Alexander & Co remains in your property, either on a fixed term, periodic or other tenancy type, and are also payable if the rent is not received for any reason.

Full Management Service

In addition to the care we take under our Let Only and Rent Collection services, our Fully Managed service is designed to take care of everything, so you can just get on with your busy life, watch the rent come in and know your property is in safe hands.

In addition to the services listed as part of our let only and rent collection services, this service includes:

- continuation of Right to Rent immigration checks as laid out by the government
- providing accurate advice from our trained and dedicated team
- access to our online maintenance reporting portal for your tenants
- provision of a 24-hour emergency helpline for your tenant's peace of mind
- access to our list of preferred and vetted contractors for property maintenance at competitive prices
- supervision and project management of maintenance works during tenancy and/or void periods
- organisation of replacement white goods, if required
- retention of float within our ring-fenced client account, if required
- organisation of professional cleaning services at check-in and check-out (subject to your confirmation and third-party charges)
- provision of advice to ensure your property is fully compliant in accordance with all current legal safety obligations
- organisation of Energy Performance Certificate (EPC) (subject to your confirmation and third-party charge)
- organisation of inventory and schedule of condition, check-in and check-out visits with a qualified inventory clerk (subject to your confirmation and third-party charges, which depend on the size of your property. Please refer to our schedule of charges for this additional cost.)
- organisation of interim property visits (at eight weeks and six-monthly thereafter) and provision of report with photographs
- negotiation of the deposit release to the relevant parties
- if you are an overseas landlord, we will deal with the accounting and administration of deducting and paying the tax to HMRC
- submission of rent guarantee insurance claims, if required
- administration and preparation of documents for a tenancy dispute (if we register the deposit) or court case to include court attendance if required

Keys

We require a minimum of three sets of keys from you. If you would like us to arrange these to be cut, we are more than happy to do this for you, however it will incur a third-party charge.

General Data Protection Regulations

You agree that any personal data provided by us, such as tenant details, are safely stored and not passed onto any third party without the explicit consent of the individual to whom that data belongs and where that personal data is no longer required, data is disposed of securely. You further agree that you will fully cooperate with us in the event a subject data access request is received, and to compensate us for any liability incurred through your failure to adhere with the General Data Protection Regulations.

Privacy Notice

Your Personal Data

We will hold and process your personal data for contractual and/or legitimate reasons. Therefore, your personal data will be shared with third parties to include, but not limited to, the tenants, guarantors, contractors, software providers, tenancy deposit schemes, local council and utility companies to ensure the efficient management of your property.

We will also hold and process your personal data for any lawful reason required such as a debt collection, law enforcement or an HMRC request. We will not share your personal data with any other third party not connected with the management of your property without your explicit consent.

Our full privacy policy can be found at <https://www.alexanderandco.co.uk/privacy-policy> and is reviewed and updated regularly.

Right to Deletion

You have the right to request that all your personal data we hold is deleted. Such a request can be sent to our registered office address or via email to dataprotection@alexanderanco.co.uk, where we will confirm deletion or, if not possible, explain the legitimate or lawful reasons why such a request cannot be actioned within seven working days of receipt.

Right to Rectification

You have the right to request that we amend any personal data we hold for you if you believe it is incorrect. Such a request can

be sent to our registered office address or the above email address, where we will confirm rectification or, if not possible, explain the legitimate or lawful reasons why such a request cannot be actioned within seven working days of receipt.

Subject Data Access Request

You have the right to request at any time confirmation of the actual personal data we hold for you, and how this has been processed. Such a request can be sent to our registered office address or above email address which will be actioned within seven working days of receipt.

Complaint

In the first instance, if you have any complaint about how we hold or process your personal data, then please contact us at our registered office address. If you are still dissatisfied with our response, then you have the right to contact the Information Commissioners Office (ICO) at the following website <https://ico.org.uk/>, quoting our ICO registration number which can be found above.

General Information

Interest on Client Monies and Commission

Any interest accrued on monies held by us on your behalf will be retained by ourselves to cover bank and administration charges etc. Any commission earned by us while acting on your behalf will be retained to cover costs.

Money laundering

In order to comply with the Money Laundering Regulations 2007, we will complete an online ID check. Alternatively, if you would prefer to do this manually, we require you to provide us with one proof of identity and one proof of residence for all beneficial owners of the property, which can be selected from the list below. You should either send us the original documents for copying and returning to you, or provide us with copies certified by a solicitor as genuine. We apologise but we will not be able to accept printouts of online bank statements or utility bills.

List A:

- full passport and/or national identity card
- full driving licence
- cheque (please mark this as "void")

List B: (dated within the last 3 months)

- council tax bill (for current council tax year)
- utility bill
- mortgage statement bank statement
- credit or charge card statement

If you are a public limited company we will require:

- a certified copy of the Certificate of Incorporation

If the company is not quoted, we require certified copies of any two of the following documents:

- memorandum and articles of association certificate of incorporation
- a set of your latest accounts
- the most recent annual 'Companies House' return

In addition, we require proof of identity and residence of the director of the company who will be signing the documentation.

Please note: if you are signing and serving any prescribed documents, these must be signed in accordance with the Companies Act.

Protecting Clients' Money

We protect all money held on behalf of our clients. Your money is held in our ring-fenced client account and is fully protected. In the unfortunate event that any rent or other client funds are misappropriated, then RICS will consider an application to

compensate you.

The Client Money Protection (CMP) Scheme will compensate an applicant (landlord, tenant or management company). The length of time that an application takes to be completed will depend on the information provided to them by the applicant, and the circumstances of the application. RICS will endeavour to complete the process as quickly as possible but it is not always within their control. To make an application for compensation please refer to the RICS website for further information.

Terminating the Tenancy

Termination of an Assured Shorthold Tenancy

To regain possession of your property at the end of an assured shorthold fixed term tenancy you MUST give the relevant period of notice to your tenant and have provided (with proof) all relevant prescribed information at the outset of the tenancy.

Please see general information on the Deregulation Act 2015.

If you wish us to serve notice on the tenant, we require at least two weeks' notice in addition to the notice period required for the tenant.

Please note: The tenant can vacate at the end of a fixed term tenancy without giving notice. However, within a statutory periodic tenancy, the tenant must give one period's notice to end the tenancy. One period is calculated in accordance with the tenancy date. (See below).

All tenancy agreements produced after 1st June 2019 will contain a break clause, which requires two months' notice from either party.

Termination of a Non-Housing Act Tenancy

A company tenancy, a high-rent tenancy (over £100,000 pa pure rent), a tenancy with a resident landlord, a tenancy where the rented property is not the tenant's principle residence or a pied-a-terre tenancy will end according to the dates contained within the initial fixed term of the agreement, called the "effluxion of time." Although formal notice is not required, both parties have a duty of care to give reasonable notice to the other party, generally one month's notice will suffice, or notice can be given in accordance with any break clause contained within the tenancy. If the tenant remains in the property and no replacement fixed term tenancy is put in force, so the original tenancy becomes a periodic or rolling tenancy, you must serve a notice to quit giving one period's notice to end the periodic tenancy.

How to Calculate Notice for a Periodic Tenancy

Firstly, to re-iterate, a "periodic tenancy" comes into effect after the final day of the fixed term agreement when a further fixed-term renewal tenancy has not been executed, for example, if the tenancy runs from 1st January and the rent is payable monthly, one period will run from the 1st of the month to the end of the month.

You are required to give two calendar months' notice. However, in the event that a tenant has paid an amount of rent in advance and a Section 21 notice requires them to leave during the period paid for, the tenant is entitled to a refund of the rent paid for the days they are not occupying the property.

For a tenant giving one period's notice: if the tenant serves notice on the 10th January, the notice would take effect from 1st February and the tenant would leave on 28th February (or 29th February in a leap year), based on a tenancy start date of 1st January.

Landlord and Tenant Act 1987 Section 47

We are obliged to include your full name and address on all rent demands (tenancy agreements). If your address is outside England and Wales, then we must provide the tenant with an address within England and Wales to 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 management department if we are managing the property. We will use our best endeavours to forward any notices to you promptly, but we cannot accept liability for any loss or damage incurred either directly or indirectly from our actions in this respect.

Landlord and Tenant Act 1985 sections 1 and 2

If the tenant makes a written request for your actual address, where-so-ever in the world you may be, it is a criminal offence to withhold the information and it must be provided within 21 days of receipt of the request, otherwise you may be liable, upon conviction, to a maximum fine of £2,500. If you, as the landlord, are a limited company or body corporate, upon written request by the tenant you are obliged to provide the name and address of every current director and company secretary within 21 days or you could face a further fine of up to £2,500.

Home (Fitness for Human Habitation) Act 2018

On 20th March 2019, the Homes (Fitness for Human Habitation) Act 2018 ('FFHH' for short) came into effect. This Act makes changes to the Landlord & Tenant Act 1985, and requires all landlords to ensure residential properties are put and kept in a condition fit for human habitation both before they are let and during a tenancy. This will apply to all social and private sector tenancies in England only.

However, it will only apply to tenancies made after that date, so any tenancy entered into before 20th March (i.e. signed by both parties and executed) will not be covered by the legislation initially, even if the actual occupation begins after 20th March.

Any tenancy which is newly granted, renewed, or comes into existence as a periodic from a fixed term after 20th March will be covered by the legislation immediately. Tenancies which were periodic before 20th March 2019 will not be covered by the new provisions until 20th March 2020, so they effectively have 12 months' grace.

Inventory and Schedule of Condition

We expect all our landlords to provide a professional inventory which the tenants are checked into the property against. We therefore strongly advise you to employ the services of one of our recommended inventory clerks to arrange a make of the inventory, schedule of condition and 'check in' at the outset of the tenancy.

Please note: if you do not have an unbiased, comprehensive document prepared by a qualified inventory clerk, checked and agreed by the tenant at the outset of the tenancy, and the tenant does not agree with the deductions you require at the end of the tenancy, you may be UNABLE to prove your case to TDS Custodial's independent adjudicators, and will therefore be UNABLE to withhold money from the tenant's deposit. You will be responsible for all inventory costs.

Inventory Services

The inventory clerk will not move or lift heavy items and is not required to test any gas or electrical appliances or enter into loft spaces. If a clerk feels at any point that their personal health or safety is in question, then they will abandon any work being undertaken and return to the property at a later date once the issues have been addressed. It is your responsibility to cover all inventory costs.

Housing Benefit/Local Housing Allowance Payments (if applicable)

Where the tenant is in receipt of housing benefit/local housing allowance payments, you indemnify us against any requirement to refund housing benefit/local housing allowance payments to the council.

Water Rates and Water Meter Charges

Further to the Flood and Water Management Act 2010, which came into force on 1st October 2011, you will remain liable for any outstanding water charges if the tenant vacates the property and DOES NOT provide a UK forwarding address or does not settle the account in full at the end of the tenancy. If we are not acting as your management agent, you are advised to request proof of payment in the form of a receipted final bill, or retain money from the deposit for the purpose of settling any final accounts. We are not accountable or responsible for checking water meters or finalising water bills on behalf of tenants, whichever service we provide for letting or managing the property.

Courts and Tribunals

Applications for fair rent or appearances before the rent officer, rent assessment committee or any other court or tribunal is by special arrangement only.

Instructions of Solicitors

You will be informed of any rent arrears or breaches of covenant brought to our attention. However, if legal action is required,

you will be responsible for instructing your own solicitors and for all fees and costs involved.

Renewals to the Same Tenant

We recognise that the point of renewal offers a fantastic opportunity to review all aspects of the tenancy. Not only is it the perfect time to increase the rent, but also to discuss any necessary enhancements or refurbishments to the property in order to maintain it and to maximise the rental yield.

Your renewal will be diarised so you are contacted in accordance with the terms of the tenancy agreement to discuss your requirements. Fees are due to us for any extending period (including fixed term tenancies, periodic or any other type of tenancy) whilst the tenant introduced by Alexander & Co remains in the property.

Right to Rent in the UK - Documentation and Working Visa

From 1st February 2016, under the Immigration Act 2014, it has been your responsibility to ensure all occupants have the Right to Rent in the UK by making and keeping a copy of passports for all occupants over the age of 18, and evidence of their immigration status (biometric residence permit). We will undertake tenant checks to the best of our ability, but we cannot accept liability for any subsequent issues which arise either directly or indirectly from our actions in this respect. Please note that the penalty for non-compliance is up to £3,000 per occupant.

Please note: if we do not provide a fully managed service, it is your responsibility to undertake further Right to Rent check if applicable.

The Deregulation Act 2015

Several important changes came into effect for all new assured shorthold tenancies in England which started on or after 1st October 2015:

- new restrictions on serving Section 21 notices early and a new template section 21 (6A) form to use.
- the new rules also remove the need for you to specify that a tenancy must end on the last day of a rental period. Unless the tenancy started on a periodic basis, without any initial fixed term, where a longer notice period may be required depending on how often the tenant is required to pay rent (for example, if the tenant pays rent quarterly, they must be given at least three months' notice, or, if they have a periodic tenancy, which is half yearly or annual, they must be given at least six months' notice which is the maximum)
- the new Section 21 (6A) notices will automatically expire after six months

Please note: in the event a tenant has paid an amount of rent in advance and a Section 21 notice requires them to leave during the period paid for, the tenant is entitled to a refund of the rent paid for the days they are not occupying the property.

You will not be able to serve a Section 21 notice on tenancies that begin on or after 1st October 2015 unless you have provided the tenant with the following information PRIOR TO THEM TAKING OCCUPATION OF THE PROPERTY:

- a valid Gas Safety Certificate covering all fixed, as well as portable, gas appliances provided by you for the tenant's use
- the Energy Performance Certificate (EPC), except where a property is not required to have an EPC, such as where you are letting a room on a single AST in a House in Multiple Occupation (HMO)
- the Department for Communities and Local Government "How to Rent - the checklist for renting in England". This can be provided in electronic format, or, if the tenant requests it, or does not have access to IT facilities, should be supplied in paper copy. Agents and landlords supplying the document itself as a link to where the document can be found on the internet is deemed to be insufficient. The most up-to-date version of the document should be given BEFORE at the start of a new tenancy

Offers

We will refer all offers received to you for your approval. Once approval is received, we will undertake referencing for your approval.

Fees

Our commission is due on the rental payment dates as specified in the tenancy agreement. If the tenancy is renewed or extended beyond the initial fixed term agreed period, or if an option to renew is exercised, our commission will continue to be charged at the rate agreed for the further agreed period or periods.

Debt Collection Specialists

Alexander & Co have an internal Client Accounts Department to process and monitor all receipts of monies and payment transactions within our organisation. We would like to make you aware that we employ the services of external Debt Recovery Specialists in the unlikely event of non-payment of our charges and fees, as clearly outlined in this agreement and our schedule of charges. We therefore request that all invoices/charges are paid within 30 days to avoid further action being taken.

Please note: if the need arises to instruct our debt collection specialists, additional collection charges will be incurred, which will be added to the initial debt.

Cancellation of Tenancy Check-In

If, due to unforeseen circumstances, we have secured a tenant and you are unable to proceed with the proposed tenancy, you will be liable for a charge of £399.

Authority to Sign

If you wish us to sign tenancy agreement document on your behalf, please let us know so we can forward a declaration for signature via our electronic signature system. *Please note we will require a separate declaration signed for each document you wish us to sign on your behalf.*

By signing the Alexander & your consent document you are authorising us to sign all Section notices on your behalf.

Meter Readings

All tenants will receive, at no extra charge, concierge services which comprise arranging the change of occupation notifications for council tax and utilities, as well as setting up optional services such as broadband, TV, phone, insurance, and/or where requested other moving-related needs such as insurance, cleaning, storage or removals (“Concierge Services”).

The Concierge Services are provided on our behalf by Ethical Introductions Limited (t/a Just Move In). *Please note that in order to arrange and confirm the scope of the Concierge Services to be provided your details will be provided in relation to void period billings.*

It is often not possible to access the meters at the outset of the tenancy and, in these instances, we will request the utility company to read the meter. We will not, however, be liable for any period where it has not been possible to confirm the meter readings.

We shall endeavour to obtain a forwarding address for your tenant at the end of the tenancy and will notify Just Move In accordingly. However, we cannot accept any responsibility for unpaid utility bills at the end of the tenancy.

Just Move In acts on our behalf to notify the local council, water supplier(s) and energy provider(s) in-line with the tenancy start date and secondly to supply notifications to the local council, water supplier(s) and energy providers(s) from the date the tenants vacate the property, if we manage the property.

Just Move In are fully compliant with the Data Protection Act 1998, and a registered member of the Information Commissioner's Office under registration number ZA096554.

Repair Fund (Float)

If your tenant pays their rent in advance, for example six or 12 months in one lump sum at the start of the tenancy, and the whole amount is paid over to you, we will retain a maintenance float of £500, as there will not be any rent coming in on a monthly basis to pay for repairs, and it is not possible to instruct contractors to carry out work unless money is held against the property to cover the final bill.

Contractors

We have a panel of vetted and qualified contractors who we will use for all maintenance issues. Our vetted contractors and suppliers may pay a referral fee to Alexander & Co. The fee paid will be included within the contractors invoice and could be up to 15% of the total invoice amount, depending on the service provided. This does not affect the final amount you pay.

We can use a particular contractor if requested by you, provided we have copies of their professional accreditations, public and employee liability insurance, they are happy to sign our contractor agreement and they are readily available.

We ask contractors to contact the tenants directly to arrange a mutually convenient appointment to attend the property to deal with the maintenance issues. If this is not possible, we are able to provide contractors with keys to enter the property with the tenant's permission.

Our Liability for Contractors

All contractors, whether arranged by us or by you, are engaged on your behalf. Although we will, on request, supervise the works we cannot accept responsibility or liability for them. In addition, we are not liable for any loss or damage suffered by you if we are unable to carry out repairs or maintenance due to not holding any or sufficient funds, unless the loss or damage is due to our negligence or breach of contract.

Please note: we cannot pay any contractor, arranged by you, unless we have a copy of their public liability insurance and trade certifications.

Property Visits

We shall endeavour to visit the property approximately eight weeks after move-in and every six months thereafter. If you require more frequent visits to take place, we will require this request in writing, and such visits will be subject to a charge of £69 per visit, provided the tenant grants access.

If the tenant does not grant access we shall inform you, but it will be your responsibility to take legal advice and advise us of the appropriate action you wish us to take, if any.

All visits are of a limited nature to verify the general good order of the property and the proper conduct of the tenancy by the tenant. A visit will not constitute a complete check of every part of or every item in the property, but will enable us to note any lack of repair or maintenance which should be brought to your attention. A visit will only note repairs of which we are informed, or which are clearly visible. We are not liable for any loss or damage due to hidden or latent defects.

General Outgoings

Out of rents received, we will pay current outgoings such as ground rent, insurance premiums, service charges and/or maintenance charges, or similar contribution to shared expenses and account to you regularly if you require us to do so. However, you are expected to instruct your insurance company, the local authority, the utility companies, your block managing agent, etc., to send their accounts to us. Although we shall do our best to query any obvious discrepancies, it must be understood that we are entitled to accept and pay demands and accounts which appear to be in order without question. In particular, we cannot accept responsibility for the inadequacy of any insurance cover or for the verification of service/maintenance charges, demands or estimates where applicable. It is important that we receive full written instructions regarding any insurance premiums you wish us to pay.

Please note: we cannot accept any responsibility for any late payment charges incurred due to not holding any or sufficient funds to pay the charges, demands, premiums in full.

Agent of Necessity

Alexander & Co reserves the right to undertake repairs without notice to you if you are either unavailable, after reasonable enquiry, or we consider the repair to be an emergency. In these circumstances if we act as “agent of necessity” you undertake to fully reimburse us, upon demand, for any shortfall over any monies we hold.

Day-to-Day Management

We will deal with the day-to-day management matters, including minor repairs up to a maximum figure of £250 for any one item, except in an emergency (where the risks to your property or the life of an individual are significant), where the amount is unlimited.

Except in the case of any emergency or to enable you to comply with statute, wherever practical, an estimate is obtained and submitted to you for approval for works of redecoration, renewal or repair, likely to cost more than £250.

By accepting this agreement, you agree that we can instruct contractors on your behalf and deduct the cost of repairs and maintenance from the rent or the fund held against your property. *Please note that you shall always remain liable for the payment of all invoices to tradesmen.*

Garden Maintenance

We will arrange for any cleaning and garden maintenance necessary to put the property in order before or after the tenancy. These third-party costs will be added to your ledger, but we will arrange for them to be deducted from the tenant’s deposit wherever possible and/or appropriate to refund you.

Notification of Defects

We have an emergency phone service to receive calls out of office hours, and a full spectrum of qualified and insured contractors on standby year-round to enable managed tenants to notify us of any issues or problems immediately and these can be swiftly rectified.

Vacant Management

Supervision of a vacant property is not part of our management function. However, if you wish us to manage your property during a void period we will gladly do so, subject to a fee of £120 per month, which is payable in advance, together with your written instructions.

We will visit the property once a week during office hours (being Monday to Friday, between 9am and 5pm) and will inform you of any lack of repair or maintenance. However, we will not instruct a contractor unless we hold cleared funds, and you confirm in writing that we may deduct the cost of the contractor from those funds.

Insurance Claims

If your rent guarantee insurance is taken out through us, we will process the notifications and claims directly with the insurance company and advise you accordingly.

Please note: many insurance companies will insist on contractor invoices being settled by you prior to releasing the claim payment to you.

Refurbishment

We shall supervise, under certain circumstances, either the partial or total refurbishment of your property. We cannot supervise any refurbishment until we hold cleared funds to the value of the contract together.

Consents and Checks

Please ensure all the items listed below are adhered to/provided to us in full, if they are applicable:

- mortgage consent, we require a copy
- superior landlord consent, we require a copy
- adequate buildings and contents insurance
- Energy Performance Certification (EPC), we will download a copy if one already exists
- safety certification for:
 - gas appliances (GSR)
 - electrics checked (fixed wiring (DEICR) and Portable Appliances Test (PAT))
- working smoke detectors on every floor
- CO2 (carbon monoxide) detectors fitted and working within 1.5m of any solid fuel appliance
- Legionnaires Risk Assessment (not to be confused with Legionnaire Testing)
- furniture and furnishings safety compliance check

The Rent

Unless otherwise agreed, the rent achieved on your behalf will be inclusive of all outgoings for which you are responsible for example ground rent, service charges, buildings insurance, etc. with the exception of gas, electricity, water, telephone line rental and where there is an independent heating system. Any rent requested on your behalf will also not include reference to council tax. This charge would normally be levied separately on the occupants of the property. If you pay water rates as part of your service charge and wish to pass this charge onto your tenant, please ensure you have notified us of this so the relevant clauses are contained within the tenancy agreement.

Rent Remittances

The tenant is requested to pay the rent by standing order mandate. If the tenant does not wish to pay in this manner and adopts a different payment method, it is not possible to enforce the standing order payment method and court action can only be taken if the rent is in arrears, as per the grounds listed in the tenancy agreement.

For Rent Collection or Managed Service tenancies, banking arrangements are such that it is necessary for us to allow approximately ten banking days for transfers to be completed, although it is always our aim to make payment on the same day as rent is cleared in our account (normally the day after receipt). Any monies dispatched will be without prejudice to final clearance.

Please note: by accepting rent by standing order, should the tenant breach the terms of their agreement, the continued payment of rent may be deemed by a court as a waiver by you of the tenant's breach. Therefore, In the event that we do not manage your property you must notify the tenant immediately following any breach that monies received by standing order are to be regarded as "mesne profits". This is money taken for the continued use and occupation of the property and NOT RENT.

Type of Tenancy Agreement

Unless we are instructed otherwise, we will use our standard form of tenancy agreement. If you wish to instruct your own solicitors to prepare an agreement, you will be responsible for your solicitor fees, take full responsibility for the agreement and fully indemnify Alexander & Co.

What is NOT included in our full management service?

Post

We will NOT arrange for re-directing post if it continues to be delivered to the property. Please therefore ensure you make adequate arrangements for this, either with the Royal Mail or by leaving sufficient stamped addressed envelopes for the tenants to forward mail to you. It is respectful to ask the tenant if they mind doing this, as they may find it intrusive and they are not obliged to forward mail on.

End of Management Service

Our management service will NOT continue beyond the end of the tenancy. Should either party wish to terminate the Full Management service then both parties agree to give the other three months' notice in writing of their intentions.

Either party may withdraw instructions to manage the property upon giving three months' notice, however, our Let Only service fee remains payable as specified above. This will be the equivalent of one calendar month's rent, and is subject to a minimum of £699.

Miscellaneous Duties

Outside of usual property management requirements, staff will NOT attend the property for the purpose of giving access to visiting trades people, delivery persons, etc. If an arrangement is made to attend the property on your behalf, this will be at the charge of £69, per hour or part thereof.

Deposit Protection

From 1st June 2019, deposits will be capped at five weeks rent (monthly rent x 12 ÷ 52 x 5).

Amendments to the Housing Act 2004 took place on 6th April 2007, when Tenancy Deposit Protection (TDP) came into force on all new assured shorthold tenancies, and stated that a landlord may no longer hold a security deposit on behalf of their tenant.

As a landlord, you are responsible for ensuring:

- the tenant's security deposit is forwarded to, or insured by, an approved scheme to be held for the term of the tenancy
- the tenant, or the person paying the deposit, (for example, parent, guarantor, or relevant person) receives the relevant scheme's prescribed information document and scheme rules/information within 30 days of receipt of the deposit or start of the tenancy, whichever is the sooner

At present this legislation does NOT apply to non-Housing Act tenancies, which are:

- tenancies with an annual pure rent of over £100,000 or less than £1,000
- tenancies with a resident landlord
- tenancies where the property is a second home and not the tenant's main residence
- company tenancies

Deposit Holding

Deposits must be registered with an approved deposit scheme within 30 days of the commencement of the tenancy, or from the date the deposit was received, whichever is sooner, and the deposit provider (tenant, guarantor, relevant person etc.) must be provided with the scheme's prescribed information. It is, however, your responsibility to ensure any changes to the prescribed information are notified to us or direct to your tenant throughout the tenancy period.

If the above is not done, you will not be able to serve a valid Section 21 notice on your tenant to regain possession of your property. In addition, a tenant can take court action against you for breach of contract, and a judge has the liberty of awarding them up to three times the amount of the deposit paid.

If you are unable to confirm your chosen tenancy deposit scheme at the time of accepting an offer from a tenant introduced by us, it will be assumed that you wish to utilise our deposit holding scheme and you will be charged for this service £49.

As part of our service, we will ensure it is registered with and transferred to our TDS Custodial scheme for the duration of the tenancy and the correct prescribed information is served on the tenant (and any relevant person) in accordance with Housing Act legislation. We will also ensure the correct clauses are added to the tenancy agreement.

TDS Custodial Deposit Dispersal

At the end of a tenancy:

- the check-out report will be organised with an inventory clerk (as the cost of the inventory check out differs depending on the size of your property, you will be notified of the cost prior to the commencement of the tenancy), and a copy will be forwarded to all parties for the deposit deductions to be negotiated
- if the property is under our Management Service, the deposit negotiations will be carried out on your behalf, including

obtaining quotations for any works necessary to cover damage or dilapidations to the property and the dispute paperwork be organised on your behalf

- if the property is not managed by us, it is your legal responsibility to obtain quotations speedily and to notify your tenant accordingly. Once deposit negotiations have been concluded, you should notify us of any deductions to be made to the deposit
- either party (us, you or the tenant) can start the repayment, process following the end of the tenancy
- Once TDS Custodial receives a request for repayment, it will notify the other party of the request and invite them to respond within 30 working days to say whether they agree or disagree
- if the other party responds in the affirmative, the deposit will be repaid as per that agreement within ten calendar days
- if the other party responds in the negative, they can ask for the dispute to be resolved by TDS dispute resolution process
 - TDS Custodial will invite us or you to set out the claim and provide supporting documentation such as a copy of the tenancy agreement together with any and all check-in/check-out reports, invoices and quotations
 - TDS Custodial will then invite the tenant to view your evidence and respond to it, with the opportunity to submit their own supporting documentation. Each party has 14 calendar days to submit their evidence in turn
 - after the evidence gathering process is complete, the case will be sent to one of TDS Custodial's independent adjudicators who will reach a binding decision within 28 calendar days. TDS Custodial will repay the deposit in accordance with the adjudicator's decision within a further ten calendar days
 - the adjudicator's decision will be based only on the evidence sent to TDS Custodial; there will be no hearing or visit to the property. The adjudicator's decision is final. There is no right of appeal to TDS Custodial or to the government department in charge of the tenancy deposit protection schemes
- if the other party does not respond within 30 working days, the party requesting repayment must complete a statutory declaration who will send it to the other party and give them the opportunity to respond within 14 calendar days. If the other party does not respond to the statutory declaration, TDS will repay the requested amount of the deposit within ten calendar days;
 - the statutory declaration is a sworn legal document confirming the other party cannot be contacted, and confirms any claims made on the deposit and the amounts to be repaid to each party. TDS Custodial provides a simple template to use for this process. Further guidance on this is available on their website or from their customer contact centre;
 - should the other party respond to the scheme to say they do not agree to the repayment request, they can ask for the dispute to be resolved through TDS Custodial's dispute resolution process. The parties should, in the first instance, attempt to resolve the dispute directly with each other. Should we be instructed by you to prepare the documentation in respect of the deposit being referred to TDS for adjudication the charge is £180.

Using Your Own Scheme?

If you have chosen your own scheme and have provided us with the relevant paperwork to confirm your registration, you must:

- notify us of the clauses required in the tenancy agreement for your chosen scheme
- notify the tenant of the scheme you have chosen to use and provide the relevant prescribed information for the scheme within 30 days of the commencement of the tenancy, or receipt of the deposit, whichever is the sooner
- forward the deposit money (which you will receive directly from the tenants) to the deposit protection service or insure the deposit with My Deposits (whichever is applicable) within 30 days of the commencement of the tenancy, or receipt of the deposit, whichever is the sooner

If you fail to do any of the above within the 30 day period, you will be unable to serve a valid Section 21 notice upon your tenant in order to regain possession of your property and, in addition, you may incur a fine up to the value of three times the security deposit amount if prosecuted via the courts.

Zero Deposit Guarantee

We have a relationship with Global Property Ventures Limited t/a Zero Deposit who can arrange zero deposit guarantees.

Where this has been agreed with you, and following an introduction by Alexander & Co, the tenant purchases a zero deposit guarantee from Zero Deposit, which is maintained by the tenant throughout the rental period in substitution of the security deposit referred to above.

By signing our Alexander & your consent document:

- you acknowledge we are entitled to receive a commission payable by Zero Deposit;
- you accept that the zero deposit guarantee will be subject to the zero deposit guarantee documentation, which will be

provided to you by Zero Deposit and is also available by contacting help@zerodeposit.com

- you acknowledge we shall, as soon as reasonably practicable, inform you in the event the Zero Deposit Guarantee is cancelled, in which case we shall, at your request, use our best endeavours to collect the security deposit from the tenant.

The amount of the Zero Deposit Guarantee equates to 6 weeks' rent (monthly rent x 12 ÷ 52 x 6).

Holding/Reservation Deposit

As part of the application process, we will take payment of a Holding/Reservation Deposit equivalent to one week's rent from the tenants which will be put towards their first month's rent, subject to the following criteria being met:

1. all the information provided on the application form must be truthful and all information provided on the Alexander & Co application form must be the same as that provided on the referencing forms (this applies to the Tenant's and Guarantor's application forms)
2. all documentation must be returned/completed within 48 hours of receipt (to include, but not limited to referencing application forms, information requested during the referencing process, tenancy agreement)
3. all the checks required under the Immigration Act 2014 must be passed
4. the tenancy agreement must be signed within 15 days of the holding deposit being received by Alexander & Co

If any of these criteria is not met, the holding deposit will not be returned or put towards the first month's rent. By signing the Alexander & your consent document, you consent that these monies will be retained by Alexander & Co to cover administration costs incurred.

If you or we are the cause of the above criteria not being met, then the holding deposit will be refunded to the tenant in full.

Landlord's Obligations & Approval to Let

Property Ownership

Authority to let the property is required from all joint owners, all of whom will be named on the tenancy agreement. Where any party comprises more than one person, the obligations and liabilities of that party under this agreement shall be joint and several. This means that all joint owners are obligated and liable for the tenancy agreement.

In the event that you sell the property to a third party whilst the tenant remains in occupation, you WILL remain liable for our letting fees for the duration of the tenancy, unless, to our satisfaction, you procure the new owner of the property to enter into an agreement with us on similar terms to this, or a mutual release from your obligations to us is negotiated. At this time we will release you in writing from further liability to pay our fees under this agreement.

Under section 3 of the Landlord & Tenant Act 1985, it is your responsibility to write to and inform the tenant of change of ownership, and give the new details for notice to be served within a maximum period of two months from change of ownership, otherwise you will remain liable for your contractual obligations as a landlord for the term of the tenancy.

Alexander & Co will require proof of ownership for the property you intend to rent. Please ensure we have a copy of your land registry title deed or have sight of a solicitor's letter confirming ownership. We will obtain a copy of the land registry for every property before it is marketed if we do not already hold this information.

Mortgage Approval

Where the property to be let is subject to a mortgage, permission is required from the mortgagee to let or sublet the property. We require a copy of the lender's permission for our records. *Please note that applying for permission after a tenant has been found could prejudice the tenancy.*

If there are any additional clauses that the lender requires to be incorporated into the tenancy agreement, then you agree to inform us of these prior to the tenancy agreement being drawn up or you may incur an additional administration charge for amendments to be made. In particular, make sure you are allowed to accept non-housing act tenancies or housing benefit tenants (these are different to "council tenants"), or agreements for longer than 6 months, as some Mortgagees do not allow these.

Freeholder Approval and Sub-Letting

If you are a leaseholder rather than a freeholder (usually flats/maisonettes, where you pay a ground rent or service charge to a third party), it is essential that:

- the intended let is permitted by your lease
- the intended let is for a period expiring before the expiry of your lease
- your landlord's written permission is obtained prior to the subletting
- you provide us with the relevant schedule to ensure any clauses within your lease are advised to the tenant and included or attached to the tenancy agreement

All owners of property in the UK are required to pay tax on their letting income unless the income after allowable expenses is less than an individual's personal allowances. However, special rules apply to the UK rental income of non-residential landlords (NRL) or landlords who live abroad (usually for more than a six month period).

Non-Resident Landlord scheme (NRL)

The NRL scheme operates for rental income paid on or after 6th April 1996 and replaces the old rules under the Taxes Management Act 1970. We will deduct tax from your rental income (currently at a rate of 20%) unless written notification to the contrary is received from HM Revenue and Customs (HMRC) in the form of an approval certificate.

An approval certificate will allow you to receive all rental income due without deductions to cover tax liabilities, and you can apply for this by completing an NRL1 form, which is available from HMRC. You can apply for approval if:

- your UK tax affairs are up-to-date

- you have never had any UK tax obligation
- you do not expect to be liable to UK tax

Our Non-Resident Landlord Scheme number is NA 000189.

If you do not have an approval certificate at the outset of the tenancy, we or your tenant (depending on who the tenant pays the rent to) will be required to withhold and pay the tax due on your behalf. This tax deduction will continue if approval has not been received within 30 days of each quarter. Whilst your eventual liability for tax may be less than the amount forwarded to HMRC, we will not be liable for refunds, and you will need to liaise with HMRC directly. All tax deducted and held pending quarterly assessment will not earn interest on your behalf.

Quarters end on 30th June, 30th September, 31st December and 31st March.

Contact Details: Centre for Non-Residents, Fitzroy House, PO Box 46, Nottingham, NG2 1BD Tel: 0151 472 6208/9 or www.hmrc.gov.uk/cnr

Should you at present reside within the UK but subsequently move abroad, please let us know the name of your accountants or tax advisors at that time. In the event that you are not accepted for the Non-Resident Landlord Scheme, we shall make an administration charge (as per our schedule of charges) per quarter for forwarding monies to HMRC.

Energy Performance Certificate (EPC)

Since 1st October 2008, under the Energy Performance of Buildings Regulations 2007 (amended 2011), all rental properties in England and Wales are required to have an EPC prior to letting. This is a European directive to help reduce the carbon footprint of rental properties, so it is exceptionally important to the environment.

These reports and graphs enable tenants to see how the property is assessed against other properties and advises how some simple remedies - such as the use of low energy lighting, loft insulation, cavity wall insulation - can have a huge impact on the environment and also on the tenant's energy bills.

EPCs are valid for 10 years.

Minimum Energy Efficiency Standard (MEES)

The Energy Efficiency (Private Rented Property) (England and Wales) Regulations 2015 - commonly known as the Minimum Energy Efficiency Standards, or MEES - are a set of legal requirements that aim to improve the energy efficiency of private rented properties across the UK.

The Minimum Energy Efficiency Standards will apply to all rented properties with a valid EPC, both domestic and non-domestic, in England & Wales with leases of longer than six months and shorter than 99 years.

Under MEES, buildings in England or Wales must achieve at least an 'E' rating on their Energy Performance Certificate for them to be leased or rented. These rules will apply to all new tenancies from 1st April 2018.

Properties with an EPC rating of less than 'E' must be improved with energy efficiency measures to bring their ratings up to at least an 'E'. After 1st April 2018, buildings that do not meet the minimum standards cannot be re-let until improvements are made. If landlords re-let the property, they will face a penalty fine of up to £5,000.

Exemptions can be registered in certain circumstances. However, these expire after five years and do not transfer with a sale of the property to a new owner. By 2020, it will be illegal to continue to rent a domestic property with an EPC rating of 'F' or 'G'.

Green Deal and Energy Efficiency

Under the Energy Act 2011, the government "green deal" was briefly available to help make energy-saving home improvements. This is no longer available, however some EPCs will show that a green deal loan was taken out on the property, so please be aware of this.

From April 2016, tenants can apply for consent to carry out energy efficiency improvements in privately rented properties, and

you will not be able to reasonably refuse consent.

For more information on energy grants or ways to improve your home's energy efficiency, please visit www.gov.uk/energy-grants-calculator.

Landlord Insurance Obligations

The property and its contents should be comprehensively insured to include third-party liability and occupier risks and public liability, as well as cover furnished lets if applicable. Your tenant should be given a copy of your insurance schedule for buildings and contents as this will form part of the tenancy agreement.

It is the tenant's responsibility to arrange insurance for their own personal belongings.

Just because you let your property unfurnished doesn't mean it's empty, and as a landlord you could be exposed to more risks than you realise. Standard landlord's contents insurance for unfurnished properties should cover:

- your carpets, curtains, blinds, light fittings and kitchen appliances and goods;
- protection for you and your tenants with property owner's liability, so if your tenant injures themselves in your property and you are found to be negligent, you could save yourself a hefty bill for damages
- loss of rent or re-letting costs if something serious happens and your tenant needs to move out
- replacing locks if the keys have been stolen
- Public Liability Insurance, which covers you for claims by anyone coming into contact with the property. This may be the tenant, visitors, contractors, officials or even trespasser. For example, if a tenant tripped on a loose carpet, fell down the stairs, broke their leg and was unable to work, they could make a claim against you for damages. This could be a substantial sum, but with public liability insurance cover you will not have to worry

Please note: it is essential for property owners to advise their insurance company of changes in circumstances, which includes when the property is being rented out. Failure to inform will likely mean that the insurance is void.

Premiums could be tax deductible.

Fitness for Human Habitation (HHSRS)

The fitness for human habitation rules under the Housing Act 1985 have been replaced by the more extensive and complicated provisions of Part 1 Housing Act 2004. These provide a new system for assessing housing conditions and enforcing housing standards called the Housing Health and Safety Rating System (or HHSRS for short). There are 29 hazards, and each hazard is assessed separately. If judged to be serious, with a high score, it is deemed to be a category 1 hazard.

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

The Homes (Fitness for Human Habitation) Act 2018

The Homes (Fitness for Human Habitation) Act 2018 ("the Act") came in to force on 20th March 2019, and extends landlords' obligations contained in the Landlord and Tenant Act 1985 ("the LTA 1985") to ensure rented property (both social and private)

is “fit for human habitation” at the beginning and throughout the duration of the tenancy.

The Act extends this requirement to include any common areas of a building in which the property forms a part of, and the landlord has an interest in, for example the common parts of a HMO or block of flats owned by the landlord.

The Act applies to all social and private sector landlords or agents acting on their behalf and covers all tenancies entered into (i.e. signed by both parties) on or after 20th March 2019 which are less than seven years in length.

The Act will also apply to a renewal of an existing tenancy from 20th March 2019 and to a fixed term tenancy which becomes periodic on or after that date. The Act will apply one year later, 20th March 2020, for all tenancies which became periodic prior to 20th March 2019.

Under section 10 of the LTA 1985, a property is deemed unfit if it is defective in one or more of the following, which means it is not “reasonably suitable for occupation in that condition”:

- repair
- stability
- freedom from damp
- internal arrangement
- natural lighting
- ventilation
- water supply
- drainage and sanitary conveniences
- facilities for preparation and cooking of food and for the disposal of waste water
- the Act adds to this list “in relation to a dwelling in England, any prescribed hazard”

Whilst it remains to be seen how the courts will interpret certain hazards and determine when a hazard becomes so defective that it is not reasonably suitable for occupation, this addition seems to intend to incorporate the hazards set out in the Housing Health and Safety Rating System (“the HHSRS”). The HHSRS currently lists 29 hazards including asbestos, fire, noise, pests and refuse, and electrical hazards. Essentially, the list is concerned with the health and safety of the tenants.

The Act, which has been passed in the wake of tragedies such as the fire at Grenfell Tower, means that landlords need to pay close attention to their obligations to their tenants and, as a matter of priority, review their repair policies accordingly. It is feasible that there will be a mix of tenancies in a building which are covered by the Act, and those which are not which means that in practice the standards need to be adopted quickly and possibly across all stock.

One of the key areas that landlords can always improve on is record-keeping. It is often the case that repairs are completed (or a tenant fails to give access) but this is not recorded sufficiently in a landlord’s records, so it can be impossible to demonstrate that a landlord has carried out its duties diligently. It is essential that repair history records and systems are up-to-date, and record information accurately and in a way which is easy to understand. Ultimately, these records will be scrutinised by solicitors and the court, so it is important they are accurate.

2018 saw a remarkable increase in disrepair claims due to increased social media campaigns, targeted advertising through companies such as Google Ads, and campaigns such as Generation Rent, which encouraged tenants to share poor property conditions across Twitter.

The Act is likely going to result in even more claims being brought against landlords. As a managed landlord, you can rest assured that we have full records of maintenance issues due to the software we have invested in.

HMRC have put together guidance for Landlords and Tenants, and we would strongly recommend you read the guidance for the tenants, so you are aware of what they are being advised.

<https://www.gov.uk/government/publications/homes-fitness-for-human-habitation-act-2018/guide-for-tenants-homes-fitness-for-human-habitation-act-2018>

<https://www.gov.uk/government/publications/homes-fitness-for-human-habitation-act-2018/guide-for-landlords-homes-fitness-for-human-habitation-act-2018>

Statutory Repair Obligations

Landlord and Tenant Act 1985

As a landlord, you need to make sure both the outside and inside of your property are well maintained and kept to a high level of repair. You need to comply with the obligations to repair the property as set out in sections 11 to 16 of the Landlord and Tenant Act 1985 (as amended by the Housing Act 1988).

These sections impose obligations to repair the structure of the property and exterior (including drains, gutters and pipes) on a landlord:

- certain installations for the supply of water
- electricity and gas
- sanitary appliances including basins, sinks, baths and sanitary conveniences
- space heating
- water heating

but not other fixtures, fittings and appliances for making use of the supply of water and electricity.

Please note: this obligation for repairs arises only after notice has been given by the tenant.

The Condition of the Property and Taking Care of your Responsibilities

As a landlord, not only do you need to keep your property in good condition, but there are several legal, safety and maintenance issues you must adhere to. If you don't fulfil these duties, then you will be potentially liable for any accidents that occur to your tenants whilst they are in the property or within the property boundary.

If you fail to comply with your obligations under the Consumer Protection Act 1987, and a tenant is seriously injured or dies because of faulty gas or electric issues, you may be prosecuted for voluntary manslaughter or involuntary manslaughter. This is a very serious issue and Alexander & Co will NOT deal with your property if you do not take your safety responsibilities seriously.

As well as keeping your property safe, you need to make sure it is well maintained. Whilst a poorly maintained property might not be illegal, it will surely lead to a quicker turnaround of tenants, difficulty in re-letting and lack of rental return.

As well as maintaining the property, if you follow a few simple legal requirements and all the safety measures are met, then both you and your tenant will remain happy and safe from legal trouble.

HMRC has produced a comprehensive booklet which can be downloaded from their website:
<https://www.gov.uk/government/collections/housing-health-and-safety-rating-system-hhsrs-guidance>

Safety Regulations

The Gas Safety (Installation and Use) Regulations 1998

Gas safety is exceptionally important and you need to ensure all gas appliances, such as boilers, hobs and ovens are fully maintained and inspected annually for their safety and suitability. By law, a Landlord's Gas Safety Report MUST be carried out annually by a Gas Safe Engineer. It is also recommended that this take place at a change of tenancy. A copy of this report MUST be given to EVERY INDIVIDUAL TENANT within 28 days of it being carried out, and you must keep proof of receipt by the tenant. Records MUST be kept for a minimum of two years and, where possible, a copy should be put up in the property for all to see.

Please note: as part of our managed service, if you choose to instruct your own Gas Safety Report with your preferred Gas Safe Engineer and a valid report is not received 48 hours prior to the expiry of the existing Gas Safety Report, as agent of necessity we will arrange to carry this out and deduct the cost from the next rental income.

Penalties for non-compliance are: six months' imprisonment and/or £5,000 fine.

The Electrical Equipment (Safety) Regulations 1994

If your property is a House in Multiple Occupation (HMO) then it is a legal requirement to have an electrical safety inspection performed at intervals of no more than five years. This check must be performed by a competent person.

Although for properties that are not HMOs there is no legal requirement for regular electrical safety inspections at present, the Consumer Protection Act 1987 clearly states that any rented property **MUST BE SAFE FOR THE PURPOSE**. Unless you can categorically confirm that ALL electrical appliances and equipment in your property are safe (which means it must be checked by a competent person), then you will remain criminally negligent if anything happens to your tenant because of faulty electrical equipment. It is our understanding that trading standards officers will expect all cabling, fuses and electrical equipment to be inspected as part of a periodic inspection every five years with a portable appliance test or visual inspection taking place annually or at a change of tenancy.

The government has announced plans to extend the legal requirement to include all rented properties, rather than just HMOs.

The Smoke and Carbon Monoxide Alarm (England) Regulations 2015

All private rented sector landlords from 1st October 2015 must have:

- at least one smoke alarm installed on every storey of the rental property, which is used as living accommodation
- a carbon monoxide (CO) detector in any room used as living accommodation, where solid fuel is in use

Landlords **MUST** make sure the alarms are in working order on the first day of each new tenancy.

As your agent, we would ask you to arrange for a CO detector to be installed at your property, if you have a solid fuel or gas appliance. CO is a silent killer, and it is vital you take all precautions to prevent your tenant from being seriously injured or worse.

The most reliable way of checking CO levels in your house is to install an audible CO alarm. However, you should never rely on them entirely, as they are a warning system, and not a replacement for regularly servicing appliances.

Penalties for non-compliance are: civil penalty of up to £5,000 fine.

The Furniture and Furnishings (Fire Safety Amendment) Regulations 1993

This is an important legal requirement and not following it could result in serious injury or even death for tenants.

Since the legislation was changed in 1993, you **MUST** make sure all furniture is fire resistant and complies with current regulations. If it does not, you could be liable for prosecution. Please remember that, even if you store items in a shed, garage or cordoned-off section of the loft, which the tenant does not have and is not allowed access to, these items **MUST** still adhere to the legislations. Items must still comply with the legislation, even if you sell them to the tenants. Please ensure the following items comply, and have a safety label **STILL ATTACHED** (unless stated otherwise).

For those items without a compliance label, receipts showing the purchase date for all items manufactured after 1st March 1989:

- furniture intended for private use in dwellings including children's furniture
- beds, headboards and mattresses (mattresses and bed bases do not require the label to be attached but must still comply)
- sofa beds and futons
- nursery furniture
- garden furniture, if suitable for use in a dwelling
- scatter cushions and seat pads (do not require the label to be attached but must still comply)
- pillows (do not require the label to be attached but must still comply)

The Building Regulations 1991 - Smoke Alarms

All buildings constructed post 1992 must be fitted with mains wired smoke detectors and alarms.

Legionella

Your Responsibility as a Landlord

The legal duty for landlords who provide residential accommodation to consider, assess and control the risks of exposure to Legionella to their tenants is not new. This requirement stems from the Control of Substances Hazardous to Health Regulations 1989, section 3(2) of the Health and Safety at Work Act 1974, and makes provision for the legislation to apply to landlords of both business and domestic premises. All water systems require an assessment of the risk, which they can carry out themselves if they are competent, or employ somebody who is.

In most residential settings, a simple assessment may show the risks are low and no further action may be necessary. An example of a typical lower risk situation may be found in a small building (for example a housing unit) with small domestic-type water systems, where daily water usage is inevitable and sufficient to turn over the entire system; where cold water is directly from a wholesome mains supply (no stored water tanks); where hot water is fed from instantaneous heaters or low volume water heaters (supplying outlets at 50c); and where the only outlets are toilets and wash hand basins.

If the assessment shows the risks are low and are being properly managed, no further action is needed, but it is important to document your findings and ensure a copy of your assessment is provided to your tenant and/or managing agent. You must review the assessment regularly in case anything changes in the system.

Tenants should be advised of any control measures put in place which should be maintained. For example, not to adjust the temperature setting of the calorifier; to regularly clean shower heads; and to inform you if the hot water is not heating properly or there are any other problems with the system so appropriate action can be taken.

If there are difficulties gaining access to occupied housing units, appropriate checks can be made by carrying out inspections of the water system, for example, when undertaking mandatory visits such as gas safety checks or routine maintenance visits.

We recommend that the risk assessment is reviewed every two years, and in any event, should be renewed at every change of tenant.

HMOs (Houses in Multiple Occupation (“Sharers”))

On 6th April 2006 licensing of Houses in Multiple Occupation came into force. There are two types of licenses available.

Mandatory Licensing

A building, or part of a building, in which five or more people live as their only main residence, forming two or more “households”, who share one or more basic amenity (for example kitchen/bathroom facilities), and for which rent is paid by at least one person.

Discretionary Licensing

A building, or part of a building, in which two or more “households” live, comprising of three or more people (as their only or main residence) share one or more basic amenity (for example kitchen/bathroom facilities). and for which rent is paid by at least one person.

Or a building, or part of a building, which has been converted into, and consists of, self-contained flats but was not converted to the 1991 Building Regulations and still does not comply with them, and less than two-thirds of the self-contained flats are owner-occupied.

“A Household” = a couple (married/common law/same-sex) or a family, extended family (relations) and any staff (au pair/nanny, etc.).

If you think your property could be subject to HMO regulations, you must ensure you have made the relevant enquiries and obtain a licence from the local authority if necessary. If, as your agent, we feel this has not been organised, enquiries will be made on your behalf with the local authority and you will be responsible for the cost of any necessary license or remedial works required for the property to comply with legislation.

Selective Licensing

Unlike the other forms of licensing which relate to HMOs, where selective licensing applies, usually all houses within the private rented sector for that area must be licensed, except where they require to be licensed as HMOs. Non-licensable HMOs must be licensed under selective licensing.

Selective licensing is dependent on a designation by the local authority, who may designate the whole or part of an area to be subject to selective licensing. An area may be designated for selective licensing either: if the area is, or is likely to be, an area of low housing demand; or the area is experiencing a significant and persistent problem caused by anti-social behaviour, and some or all of the private sector landlords are failing to take action to combat the problem. A license can last for five years and can be renewed.

Differences Between Selective Licensing and HMO Licensing

Generally, the same rules apply when granting a selective licence as with an HMO license. The main differences are:

- it is mandatory to take up references for a prospective tenant before letting a property subject to selective licensing
- unlike HMOs, the license authority does not have to consider suitability for letting or amenity standards when granting a selective license. However, the license holder must still be a fit and proper person.

Consumer Protection

Under the Consumer Protection Act 2008, the landlord and the agent have a legal responsibility to fully notify the “average consumer” of anything which is likely to cause them to take a “different transactional decision”.

Average Consumer

This applies not only to your tenant but also to prospective tenants, including anyone enquiring about your property from an advertisement, website, newspaper, To Let board, etc.

Different Transaction Decision

This applies not only to your tenant, but also to prospective viewers of your property. For example, if a viewer travels some distance and then finds the property is unsuitable because of something which should have been disclosed at the time of booking the viewing appointment.

What Should Be Disclosed?

Put yourself into the consumer’s shoes and think about anything which might put you off renting the property, other than personal opinion (of decor, style, etc.). Ensure we are notified, at the time of valuation or instruction of anything which is not obvious, and is something a prospective tenant should be aware of prior to viewing.

Some examples:

- public notices, for example planning applications which would affect the property or neighbourhood
- there is no parking available near the property
- somebody recently died in the property
- property backs onto a graveyard
- the property next door is a building site with scaffolding up

Please note: Alexander & Co expect you to notify us of anything you feel could have an effect on the tenant or prospective tenant, and take no responsibility for any actions under the CPR due to negligence for anything which should have been disclosed prior to or during marketing of the property or throughout any tenancy to a tenant whom we introduced.

Complaints Procedure

As a firm accredited by the Royal Society of Chartered Surveyors, the National Association of Estate Agents, the Association of Residential Letting Agents and the Property Ombudsman, Alexander & Co Property Services Limited (referred to as “Alexander & Co”) aims to provide the highest standards of service to all landlords and tenants, and to ensure your interests are safeguarded.

If you believe you have a grievance, please write in the first instance to the Lettings Manager of the branch you deal with:

Aylesbury - 8 Buckingham Street, Aylesbury, Buckinghamshire, HP20 2LD

Bicester - Pevensey House, 27 Sheep Street, Bicester, Oxfordshire, OX26 6JF

Dunstable - 48 High Street South, Dunstable, Bedfordshire, LU6 3HD

Harrow - 320 Rayners Lane, Pinner, Middlesex, HA5 5ED

The grievance will be acknowledged within three working days and investigated thoroughly in accordance with established "in-house" procedures. A formal written outcome of the complaint will be sent to you within 14 working days. If we require longer than this timescale we will advise you in writing and confirm our revised response date.

If you remain dissatisfied with the result of the internal investigation, please contact our Commercial Director, Paul Broomham, at Pevensey House, 27 Sheep Street, Bicester, Oxfordshire, OX26 6JF or clientcare@alexanderandco.co.uk, who will review the complaint.

Following the conclusion of our in-house review, we will write to you with a final written statement within a further 14 working days.

If you are dissatisfied with the conclusion of the in-house review of the complaint, you can refer the matter to:

The Property Ombudsman

Milford House

43-55 Milford Street

Salisbury

Wiltshire

SP1 2BP

as an individual consumer (they can also be contacted on 01722 333306 or at www.tpos.co.uk); or

The RICS Dispute Resolution Service (DRS)

Surveyor Court

Westwood Way

Coventry

CV4 8JE

as a commercial client. These referrals should be made within 12 months of the date of our final written statement.

Schedule of Charges

Our Management Services

	Sole Agency	Joint Agency
Let Only Service	One month's rent plus VAT	Six week's rent plus VAT
Rent Collection Service	11.75% (9.79% plus VAT)	14.2% (11.79% plus VAT)
Managed Service	16.54% (13.79% plus VAT)	18.95% (15.79% plus VAT)

Ad Hoc Charges (all fees are listed inclusive of VAT)

All fees are
inclusive of VAT

Landlord set-up fees (includes marketing, property advertising on Rightmove & Zoopla, viewings, tenancy negotiation, references, right to rent checks, tenancy agreements, inventory arrangement)	£419
Deposit registration (due to first registration and upon amendment of any of the parties)	£49
Tenancy renewal fee (per renewal)	£129
Preparation and Service of legal notices (Section 13, Section 21 and Section 48) (we recommend you instruct a solicitor to prepare and arrange service of Section 8 notices)	£69
Void period management (before and between tenancies depending on requirements)	£120 pcm (in advance)
Additional management, void period, or contractor waiting visits (per visit)	£69
Make and Check-in of an inventory & Schedule of Condition (based on a three bed property, you will be advised of the cost applicable to your particular property)	£200
Check-out of the Inventory & Schedule of Condition (based on a three bed property, you will be advised of the cost applicable to your particular property)	£100
Cancellation of let before the tenant moves in	£399
Minimum termination of terms of business fee (per property)	One month's rent plus VAT (minimum of £699)
Legal & Rental protection (up to £8,333 per calendar month rent & £50,000 legal costs)	£22 pcm
Sale of property to tenants found by us	1.44% (of sale price)
Annual profit and loss report (per property)	£29
Interest on unpaid commission or other monies (above the base rate of Lloyds Bank plc per annum, calculated daily)	4%

