

# Alexander & our terms and conditions for landlords



ALEXANDER & CO

## Overview of terms

You are entering into an agreement with Alexander and Co Property Services Ltd trading as Alexander & Co. whose registered office address is Pevensey House, 27 Sheep Street, Bicester, Oxfordshire, OX26 6JF or any subsequent subsidiaries or trading names. These terms of business are effective from 9th July 2018.

We trade as a limited company registered at Companies House under registration number: 07205934

Our VAT number is: 123 3997 07

We are members of The Association of Residential Lettings Agents (ARLA) - [www.arla.co.uk](http://www.arla.co.uk)

We are members of the Tenancy Deposit Scheme (TDS) - [www.tds.gb.com](http://www.tds.gb.com) and our membership number is G09759

We are members of The Royal Institute of Chartered Surveyors (RICS) – [www.rics.org](http://www.rics.org) and our membership number is 000110. Our membership includes Client Money Protection.

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

We are members of the dispute and compensation scheme operated by The Property Ombudsman (TPO) - [www.tpos.co.uk](http://www.tpos.co.uk) and our membership number is R00343

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 this agreement 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 commission at the let only fee 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 upon giving you one month's written notice.

We reserve the right to 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 will apply.

### Definitions

In this agreement the following definitions and interpretations apply:

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

“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” mean any part or parts of the building, boundaries, fences, garden and outbuildings belonging to the landlord at the address set out in the confirmation of instructions. 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.

“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.

## Range of Services

### Let only service

Our standard letting commission is payable in full upon the commencement of the tenancy and is calculated on the length of the initial fixed term tenancy.

Our let only service is the basic service available and will ensure a high-quality tenant is secured for your property as quickly as possible.

This service includes:

- an initial visit to your 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 (at a cost listed in our schedule of charges);
- 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;
- prominent property display and current industry information on our website, [www.alexanderandco.co.uk](http://www.alexanderandco.co.uk) and multi-listing with Rightmove and Zoopla;
- displaying prominent ‘To Let’ and ‘Let By’ boards;
- accompanied viewings by a member of our experienced lettings team;
- negotiation of all terms of the tenancy agreement and relevant documentation;
- preparation of tenancy agreement and relevant documentation and arranging for signature;
- registration the tenant’s deposit in the TDS Custodial Scheme for the term of the tenancy (at a cost listed in our schedule of charges).

### 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.

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.

### 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;
- to ease your cash-flow, we will deduct our fees monthly from the rent as it arrives in our account and report to you with the balance. 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;
- serving statutory legal notices for possession and rent arrears in accordance with the 1988 Housing Act and presentation of prescribed information as required (at a cost listed in our schedule of charges);
- reviewing the rent on an annual basis and negotiating increases where applicable;
- negotiating tenancy renewals in accordance with your instructions and preparing all relevant documentation (at a cost listed in our schedule of charges);
- providing accurate advice from our trained and dedicated team;

- access to our online property management and maintenance reporting portal for you, your tenants and contractors;
- providing a 24-hour emergency helpline for your tenant's peace of mind;
- providing an annual financial statement for you and / or your tax advisor, if requested;
- negotiation of the deposit release to the relevant parties;
- co-ordination of local reputable contractors for property maintenance at competitive prices;
- holding a property float within our ring-fenced client account;
- arranging professional cleaning at check-in and check-out (subject to your confirmation) (at a cost listed in our schedule of charges);
- providing advice to ensure your property is fully compliant in accordance with all current legal safety obligations ;
- arranging Energy Performance Certificate (EPC) (subject to your confirmation) (at a cost listed in our schedule of charges);
- arranging inventory and schedule of condition, check-in and check-out visits with a qualified inventory clerk (subject to your confirmation) (at a cost listed in our schedule of charges);
- undertaking interim property visits (at 8 weeks and 6 monthly thereafter) and provision of report with photographs.

### Keys

We require a minimum of 3 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, but we would ask you to refer to the additional charge payable contained in our schedule of charges.

### 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, that such personal 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>

### 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@alexanderandco.co.uk](mailto:dataprotection@alexanderandco.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  
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.

### Protecting clients’ money

As members of RICS we are duty bound to 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 2 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 periods’ notice to end the tenancy. One period is calculated in accordance with the tenancy date. (see below).

### **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 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” and although formal notice is not required, both parties have a duty of care to give reasonable notice to the other party, generally one months’ 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 periods’ 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, e.g. 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 2 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 1 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.

### **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 and schedule of condition and ‘check in’ at the outset of the tenancy. In the event that the property being let to a company, both parties will usually be liable for appointing their own inventory clerk and bearing the cost of both the check-in and check-out reports.

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 also 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 and will be subject to an additional charge.

### **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 (subject to market conditions) 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 and monitored 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 rolling tenancies 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 is 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.

### **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 6 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 Gas Safety Certificate covering all fixed, as well as portable, gas appliances provided by you for the tenants' use.
- The property's Energy Performance Certificates (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 should supply 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 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 and 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 received within thirty days to avoid further action being taken. Please note that 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 £350 inclusive of VAT.

### **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.

### **Meter readings**

We have teamed up with Tenant Shop to whom we will provide meter readings, which we will endeavour (to the best of our abilities) to take and Tenant Shop will then notify the relevant utility providers of changes in occupier and arrange final settlement of your accounts.

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 Tenant Shop accordingly. However, we cannot accept any responsibility for unpaid utility bills at the end of the tenancy.

Tenant Shop Limited 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.

Tenant Shop Limited will only use your and your tenant's information for council and utility registration, closing of council and utility accounts and energy/media comparisons upon your tenant's arrival.

Call centre comparisons are completely optional for the tenant and they can opt out at any time.

Tenant Shop Limited is fully compliant with the Data Protection Act 1998 and a registered member of the Information Commissioner's Office under registration number Z305733X.

### **Repair fund (float)**

If your tenant pays their rent in advance, e.g. 6 or 12 months in one lump sum at the start of the tenancy, the float amount will be £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 approved 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, the detail of which are available on request. 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 liability insurance and they are readily available.

We shall try to arrange a mutually convenient time for contractors to meet the tenant when attending the property to undertake work on your behalf and where this is not possible, we may be able to arrange to meet the contractor at the property ourselves. However, we will charge waiting time as shown in our schedule of charges, in addition to the invoice of the contractor. We do not meet contractors if we do not manage the property on your behalf.

### **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 (subject to an hourly rate as per our schedule of charges) 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.

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 8 weeks after move-in and every 6 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 £90 inclusive of VAT, provided the tenant grants us 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. These 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**

We will pay, out of rents received, 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 this. 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 without question demands and accounts, which appear to be in order. 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.

### **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 signing 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.

### **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 all 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 the charges specified in our schedule of charges, which are 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

We will report to you if we consider a claim is appropriate, and await your instructions. Any insurance claim work undertaken on your behalf will be subject to an administration charge of 15% inclusive of VAT of the total claim amount.

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, subject to a fee, being a percentage of the total cost of the work, but subject to a minimum charge as per our schedule of charges. We cannot supervise any refurbishment until we hold cleared funds to the value of the contract together with our agreed fees.

### Consents and checks

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

- Mortgage consent
- Superior landlord consent
- Adequate buildings and contents insurance
- Energy performance certification (EPC)
- Safety certification for:
  - Gas appliances (GSR)
  - Electrics checked (fixed wiring (DEICR) and portable appliances (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 e.g. 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 10 banking days for transfers to be completed, although it is always our aim to make payment on the same day as rent is received into our account. 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", basically 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 tenancy agreement. If you wish to instruct your own solicitors to prepare an agreement, you will be responsible for your solicitor fees and also our administration fee listed in our schedule of charges.

## 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.

### Improvements / replacements

Our full management service is designed to organise and oversee repairs to the property and NOT improvements or refurbishments. Where we have been requested to replace any of the contents, fixtures or fittings in the property, our charge for taking your instructions, selecting the item and arranging for installation at the property, will be as per our schedule of charges and relate to a percentage of the supplier's total invoice. Please note there is a minimum charge of £42 inclusive of VAT to cover administration.

### 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 3 months' notice in writing of their intentions. Either party may withdraw instructions to manage the property, upon giving 3 months' notice, however, our fee for the let only service remains payable as specified above. This will be a charge of the equivalent of one calendar months' rent and is subject to a minimum of £600 inclusive of VAT.

### 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 £60 inclusive of VAT, per hour or part thereof.

### Deposit protection

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.

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, (e.g.: parent or guarantor (relevant person)) receives the relevant prescribed scheme information within 30 days of receipt of the deposit;

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 2nd home and not the tenant's main residence;
- company tenancies.

### Deposit holding

As part of our service, if the deposit is paid to us, we will ensure it is registered with and transferred to our TDS Custodial scheme for safekeeping.

If you require it to be transferred to your own scheme, we can arrange for TDS to deal with this upon receipt of your scheme information. You will then be responsible for providing a copy of the new prescribed information to the tenant and any relevant person.

Tenancy Deposit Protection legislation is LAW. Security deposits held for all new tenancies must be lodged in a statutory scheme and protected within 30 days of receipt.

You must give the tenant and any relevant person 'prescribed information' about the deposit and comply with the initial requirements of an authorised scheme within the statutory time limit.

If you do not want us to protect the deposit on your behalf, the tenant must pay the deposit directly to you and it will be your responsibility to protect it as required by law. A valid notice seeking possession under section 21 of the Housing Act 1988 cannot be served on a tenant whose deposit is not protected within 30 days of receipt.

What is included in our deposit registration fee?

The correct prescribed information will be given to the tenant (and any relevant person) in accordance with Housing Act legislation.

The correct clauses will be inserted into the tenancy agreement made between you and your tenant.

At the end of the tenancy, the check-out report will be organised with an inventory clerk 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 there is a dispute over the relevant deductions, the disputed amount of deposit must be retained for safekeeping until the dispute is resolved by the TDS Custodial Scheme's Alternative Dispute Resolution Service (ADR) or any subsequent court decision. The remainder of the deposit will be released to the relevant parties in accordance with the agreed deductions. The deposit will then be returned within 10 days of the relevant party confirming their approval, following notification of the ADR/court decision.

You must notify whether you are intending on making any deductions to the tenant's deposit within 10 days of the check-out inspection if the property is fully managed, the deposit deduction process will be organised on your behalf but for let only properties it is your legal responsibility to obtain quotations speedily and to notify your tenant accordingly.

### Important information

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, etc. (relevant person)) 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 correct information is NOT given to your tenant and if the deposit is not registered with a scheme within 30 days of receipt, or the outset of the tenancy (whichever is sooner) then you will not be able to serve a section 21 notice on your tenant in order to re-gain 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. Do not leave this to chance, let us take care of these legalities in full!

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. If you change your mind after the tenancy agreement has been drafted an additional administration charge will be due as per our schedule of charges, to cover the cost of revising the tenancy agreements to contain alternative deposit clauses.

### Deposit dispersal

At the end of a tenancy:

- 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 saying they agree to the repayment, the deposit will be repaid as per that agreement within 10 calendar days;
- if the other party responds saying they do not agree to the repayment request, 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, , 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 per the adjudicator's decision within a further 10 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 before TDS Custodial can repay the deposit;
- 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;
- the requesting party must send the sworn statutory declaration and related documentation to TDS Custodial 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 10 calendar days;
- 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 including VAT.

### Types of tenancy exempt from legislation

At the present time this legislation does NOT apply to non-housing act tenancies, described above.

All client money, including security deposits, needs to be held in a ring-fenced account, we are more than happy to securely hold the deposit for non-housing act tenancies in our deposit account.

### 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 thirty days of the commencement of the tenancy, or receipt of the deposit, whichever is the sooner.
- forward the deposit cheque (which you will receive directly from the tenants) to the deposit protection service or insure the deposit with My Deposits (whichever is applicable) within thirty 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 thirty day period you will be unable to serve a section 21 notice upon your tenant in order to regain possession of your property and, in addition, you may incur a hefty 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, and the tenant maintains the zero deposit guarantee throughout the rental period in substitution of the security deposit referred to above:-

- we shall be 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](mailto:help@zerodeposit.com); and
- 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.

## Landlord's obligations & approval to let

### Property ownership

Authority to let the property should be obtained from all joint owners, who should 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 whole of 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 and Tenant Act 1985 it is your responsibility to write to and inform the tenant of such change of ownership, giving 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 are able to obtain a land registry title deed for your property as per our schedule of charges.

### 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 you to provide confirmation in writing, that you have obtained your lender's permission. Please note

that applying for permission after a tenant has been found could prejudice the tenancy.

If there are any additional clauses which 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 3rd 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 of your lease 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**

The NRL scheme operates for rental income paid on or after 6th April 1996 and replaces the old rules under 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 we can provide for you. Alternatively, the forms are available from HMRC, and you can apply for approval if:

- your UK tax affairs are up-to-date;
- you have never had any UK tax obligation; or
- 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 thirty 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](http://www.hmrc.gov.uk/cnr)

In the event that you are not accepted for the non-resident landlord scheme, or choose not to obtain approval, we shall make an administration charge of £45.00 including VAT as per our schedule of charges for forwarding monies to HMRC on your behalf.

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.

### Green deal and energy efficiency

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

From 2018 you must ensure your privately rented property meets a minimum energy efficiency standard (confirmed at EPC rating 'E'). 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](http://www.gov.uk/energy-grants-calculator).

### Landlord insurance obligations

The property and its contents should be comprehensively insured to include 3rd party liability and occupier risks and public liability, as well as cover furnished lettings 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 and insure their own personal belongings.

Just because you let your property unfurnished, it doesn't mean it's empty; 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 (public liability covers you for claims by anyone coming into contact with the property. This may be the tenant, visitors, contractors, officials or even trespassers! e.g. 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

## 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; and
- 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 which 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 as a result 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, hence, lack of rental return.

As well as maintaining the property, as long as 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. Just type "HHSRS Gov.uk" into your search engine or telephone us if you would like a copy.

## 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 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 and you must keep proof of receipt of this report. Records MUST be kept for a minimum of 2 years and, where possible, a copy should be put up in the property for all to see.

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: 6 months' imprisonment and/or £5,000 fine.

### The Electrical Equipment (Safety) Regulations 1994

Although the above act does not demand a landlord certificate for electrical equipment within a rented property, the Consumer Protection Act 1987 clearly states that any rented property MUST BE SAFE FOR THE PURPOSE. Unless you are able to 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 as a result 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 5 years with a portable appliance test or

visual inspection taking place annually or at a change of tenancy.

### **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 their rental property, which is used as living accommodation; and
- 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 1st 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, because 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, to which the tenant is not allowed access, these items MUST still adhere to the legislations and it is NO GOOD 'selling' the items to the tenant, they still HAVE TO COMPLY with this legislation. 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); and
- 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**

### **What is legionella and Legionnaires' disease?**

Legionnaires' disease is a form of pneumonia caused by the legionella bacteria and it is caused by the inhalation of airborne droplets. The symptoms are initially similar to those of flu but in severe cases can develop into pneumonia and there is a fatality rate of approximately 12%.

The bacteria are widespread and outbreaks of the illness occur where water, in pipes (including hose pipes), tanks, cooling towers, showers, spa pools, pools and hot water systems in all sorts of domestic premises are maintained at a temperature high enough to encourage growth. Legionella can survive in low temperatures, but thrive at temperatures between 20c and 45c, however, higher temperatures of 60c and over will kill them.

Legionnaires' disease can affect anybody, but some people are at higher risk including those over 45, smokers, heavy drinkers, those suffering from chronic respiratory or kidney disease, and people whose immune system is impaired.

### **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 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 (e.g. 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.

#### **Precautions which will help control the risk are:**

Where showers are installed, these have the means of creating and dispersing water droplets, which may be inhaled causing a foreseeable risk of exposure to legionella. However, if used regularly (as in the majority of most domestic settings) the risks are reduced. In any case, tenants should be advised to regularly clean and disinfect showerheads. Instantaneous electric showers pose less of a risk as they are generally cold water-fed and heat only small volumes of water during operation.

It is important that water is not allowed to stagnate within the water system, so there should be careful management of dwellings which are vacant for extended periods (e.g. student accommodation left empty over the summer holiday). As a general principle, outlets on hot and cold-water systems should be used at least once a week to maintain a degree of water flow and minimise the chances of stagnation.

To manage the risks during non-occupancy, consideration should be given to implementing a suitable flushing regime or other measures such as draining the system if it is to remain vacant for long periods.

Some other tips are:

- flush out the system prior to letting the property;
- avoid debris getting into the system by ensuring the cold-water tanks, where fitted, have a tight-fitting lid;
- make sure any redundant pipework is identified and removed;
- keep water in pipes and tanks below 20c or above 45c;
- make sure low use systems are flushed through regularly by running taps routinely;
- keep the system clean to avoid the build-up of sediments which may provide nutrients or harbourage;
- use a water treatment programme which involves the testing, disinfection and maintenance of the system;
- ensure the system is well maintained;
- allow the shower to run for a couple of minutes before using it;
- avoid creating unnecessary spray when running taps;
- swimming pools which appear clean and which have a smell of chlorine are unlikely to be a risk.

Tenants should be advised of any control measures put in place which should be maintained, e.g. 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.

## **HMO's (houses in multiple occupation ("Sharers"))**

On 6th April 2006 licensing of Houses in Multiple Occupation came into force. There are 2 types of licenses available.

### **Mandatory licensing**

A building, or part of a building, set over three floors (which would include any shop below, even if this is not included in the tenancy), in which five or more people (as their only main residence) live, forming two or more 'households', who share one or more basic amenity (e.g. 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) who share one or more basic amenity (e.g. 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 2/3rds 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 obtained a licence, if necessary, from the local authority. 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 licence or remedial works required for the property to comply with legislation.

### Selective licensing

Where selective licensing applies, unlike the other forms of licensing which relate to HMOs, then normally 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 (i) if the area is (or is likely to be) an area of low housing demand or (ii) the area is experiencing a significant and persistent problem caused by anti-social behaviour and some or all the private sector landlords are failing to take action to combat the problem which it is appropriate for them to take. A license can last for 5 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

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

Applies not only to your tenant but also to prospective viewers of your property. 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, e.g. 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 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, 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, but to ensure your interests are safeguarded, we offer the following:

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 3 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](mailto: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](http://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 +VAT	Six week's rent +VAT
Rent collection service	10.8% (9% + VAT)	13.2% (11% + VAT)
Managed service	14.4% (12% + VAT)	16.8% (14% + VAT)

### One off charges

All fees are listed inclusive of VAT

Landlord set-up fee (marketing, property advertising on Rightmove & Zoopla, viewings, tenancy negotiation, references, right to rent checks, tenancy agreements, inventory arrangement)	£300
Office copy entries (proof of ownership of property from HM Land Registry)	£6
Deposit registration (due at first registration and upon amendment of any of the parties)	£45
Changing deposit scheme requirements after tenancy agreement has been drafted	£72
Tenancy renewal fee (per renewal)	£90
Service of legal notices (section 8, section 13, Section 21 and section 48)	£60
Accounting and administration fee for holding tax for overseas landlords (quarterly)	£45
International money transfer	£36
Supervision & project management service (supervising maintenance work to the property over £1,000, during tenancy and void periods) 15% of the total invoice (minimum charge £300)	15%
Improvement/replacement service (of total invoice)	15%
Handling insurance claims (of total claim value) (minimum charge £120)	15%
Additional management visits and void period visits	£90
Contractor waiting service	£60 per hour
Administration and preparation of documents for a tenancy dispute or court case (TDS)	£60 per hour
Court attendance	£80 per hour
Court attendance (Director or management)	£160 per hour
Cancellation of let before the tenant moves in	£350
Minimum termination of terms of business fee (per property)	£600
Legal and rental protection (£0 to £1,000 per month rent + £75,000 legal costs) (per annum)	£200
Legal and rental protection (£1,001 to £4,000 per month rent + £75,000 legal costs) (per annum)	£240
Legal and rental protection (£4,001 to £8,000 per month rent + £75,000 legal costs) (per annum)	£280
Sale of property (of the agreed sale price)	1.20%
Vacant management (before you let or between tenancies) depending on requirements	£120 min p/m
Making an inventory, check-in and check-out reports e.g. three-bed unfurnished	£290
Consolidated financial statements	£30
Interest on unpaid commission or other monies (above the base rate of Lloyds Bank PLC per annum, calculated daily)	4%