

STUDENT LANDLORD INFORMATION PACK

House & Son was established as a family firm in 1939 and has been located on Bournemouth's East Cliff, since it's foundation. After huge success, House & Son opened a second office in Winton in 2007. Both offices are busy practices, dealing with all aspects of property, including letting, selling, surveys and valuations, and property management. All your property requirements are under one roof!

Choosing the correct agent to rent your property is an important decision, to ensure compliance and regulations are met, throughout your time as a Landlord. House & Son's target is to provide that confidence that your local agent really is doing all the hard work, to eliminate stress for you. Our professional and extensive knowledge of the rental industry is highlighted through our contact with the local council, attending Landlord conferences and regular research.

House & Son's Letting Department offers the following services: -

- ✓ **FREE "NO OBLIGATION" RENTAL QUOTATION**
- ✓ **HELPFUL, PROFESSIONAL ADVICE**
- ✓ **LOCAL ADVERTISING**
- ✓ **"TO LET" BOARD WHERE APPROPRIATE**
- ✓ **MATCHING AND SELECTION FROM OUR DATABASE OF STUDENTS**
- ✓ **ACCOMPANIED VIEWINGS**
- ✓ **PREPARATION OF INVENTORY AND CHECK OUT REPORT**
- ✓ **TAKING UP OF REFERENCES ON STUDENTS & GUARANTORS**
- ✓ **MEMBERS OF THE TENANCY DEPOSIT SCHEME (TDS)**
- ✓ **COLLECTION OF RENTALS**
- ✓ **EFFICIENT PROMPT ACCOUNTING, NORMALLY VIA BANK TRANSFER**

Our letting department has been established for a considerable number of years. The department prides itself in offering a level of service of the highest quality that we believe is far superior to other agents. Our services are designed to put the Landlord first and to ensure the successful management of your property.

Students

Finding the right Students for your property is the key to any successful let. We start by establishing the group's situation (how many girls and boys, what year they're going into) and that they have a UK Guarantor, usually a parent, to support their application. The individual Student is matched to our available properties that suit their criteria and details emailed onto them. Once the chosen property

has been viewed and secured by the Students, references are undertaken. Only after successful references, will we then proceed with the tenancy.

When dealing with Students we use the market leader, Homelet, to take references and these include a Landlord Reference, Bank Validation Check and a Credit Check. We also take the following references on the Guarantor, Homeowner check, Employer Reference, Bank Validation Check and a Credit Check. To qualify, the Guarantor must be earning rent (divided by how many Students) x 12 x 3 = per annum. (We accept employed, self-employed, retired and independent means of income from the Guarantor, as long as the earnings exceed the above calculation).

Rent

When we initially assess a property we advise what we believe to be a realistic rental value based on current market trends. Prospective Students usually accept this figure as we do not actively encourage offers, however, we are, of course, obliged to forward any offer to you.

Rent is due calendar monthly, in advance, starting from the commencement of the tenancy. We actively encourage Students to pay their rent by standing order, as this is the most efficient method, to ensure you are paid in full, within 5 working days of the rent due date. We do not accept cash or cheque payments for rent.

Deposits (max 5 weeks)

House & Son is a member of the Tenancy Deposit Scheme which is administered by:

The Dispute Services Ltd
PO Box 541
Amersham
Bucks
HP6 6ZR

Phone: 0845 226 7837
Email: deposits@tds.gb.com
Fax 01494 431 123

If House & Son is instructed by the Landlord to hold the deposit, we shall do so under the terms of the Tenancy Deposit Scheme.

House & Son holds tenancy deposits as Stakeholder.

At the end of the tenancy covered by the Tenancy Deposit Scheme, if there is no dispute House & Son will keep any amounts agreed as deductions where expenditure has been incurred on behalf of the Landlord, or repay the whole or the balance of the deposit according to the conditions of the tenancy agreement between the Landlord and the Student. Payment of the deposit will be made within 10 working days of written consent from both parties.

If, after 10 working days following notification of a dispute to House & Son and reasonable attempts have been made in that time to resolve any differences of opinion, there remains an unresolved dispute between the Landlord and the student over the allocation of the deposit it will be submitted to the Independent Case Examiner (ICE) of the Dispute Service for adjudication. All parties agree to cooperate with any adjudication.

When the amount in dispute is over £5,000.00 the Landlord and the student will agree by signing the Tenancy Agreement to submit the dispute to formal arbitration through the engagement of an arbitrator appointed by the ICE although, with the written consent of both parties, the ICE may at his discretion accept the dispute for adjudication. The appointment of an arbitrator will incur an administration fee, to be fixed by the Board of The Dispute Service Ltd from time to time, shared equally between the Landlord and the Student. The liability for any subsequent costs will be dependent upon the award made by the arbitrator.

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

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

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

House & Son must co-operate with the ICE in the adjudication of the dispute and follow any recommendations concerning the method of the resolution of the dispute.

HMO Licence

All properties that are rented to 3 or more unrelated Tenants, are a HMO. However, from 1st October 2018, a licence is now required for all properties with 5 or more unrelated Tenants, including Professional Sharers, regardless of how many floors the property is over. There will be a fee to pay to the council and a detailed form to complete, on your property. The council will then carry out a site visit to inspect the room sizes, facilities and potential risks, to your future Tenants. Afterwards, a letter will be sent from the council, advising of required works, to ensure your property is compliant with the new HMO regulations.

Incorrect Information

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

Commencement of Tenancy

The tenancy will commence on a mutually agreed date, between Landlord and the Students. Prior to the Students moving in, we will carry out an inventory of the property with a detailed description of its condition and contents (fees apply).

Whilst compiling the inventory we also take meter readings, which are duly passed onto the appropriate gas and electric companies and at the same time we also inform the council and water companies, of the change of occupancy. Please note that we **cannot** inform British Telecom (BT) as the user of the service must do this.

Tenancies

All new tenancies commence with a minimum eleven month Assured Shorthold Tenancy. Once this tenancy has started, we contact the Students in October, to find out their intentions for the following academic year. If the Students do not wish to renew, we would contact you regarding to agree a new start date and rent increase, if justified. If the Students wish to renew, we would usually keep the rent the same as you will be obtaining an extra month's rent (12 month tenancy), during the summer.

Please note that once a Section 21 Notice has been served, this notice can only be enforced through the courts. Serving the Notice does not guarantee that the Students will vacate the property on the agreed date.

End of Tenancy

Once a tenancy comes to an end a detailed inspection of the property and inventory check are carried out. Meter readings are also taken as well as obtaining details of a forwarding address and bank details, for the Students. The deposit is refundable to the Students once we are convinced that everything is in order. If you wish, you can inspect the property before the deposit is refunded and this must be done within five days of the Students moving out.

Inspections

We conduct regular inspections of all studented properties. These inspections serve several purposes as they allow us to visit the student in the property and ensure they are looking after it. We also check for signs that something may be wrong with the property and if something needs attention we can then inform you as soon as is practical, helping to reduce the risk of the problem becoming worse and the cost escalating. These visits also help us get to know the Students better, so that when the lease is due for renewal we can be confident in the advice that we give to you.

Repairs

Every property at some point will need some form of work doing to it. If things go wrong and the Student contacts us, we will then contact you. In the majority of cases the problem can be resolved quickly; however, there are two important points to remember when it comes to repairs. Firstly, if a serious fault does occur (water burst/ flood) and we cannot contact you, **we can authorise a repair up to a cost equivalent of three times the agreed monthly rent.** We have a dedicated team who deal with repairs and maintenance to our managed properties.

Secondly, once a property is studented you have an obligation to ensure that it is well maintained. Carrying out repairs quickly is often as important for you as it is for the Students as repairs caught early enough can save you money. Remember that Students have rights and are able to contact the Environmental Health if repairs are not being attended to promptly which can result in the ensuing 'enforcement order' including extra repairs and a significantly higher final bill. The Environmental Health will carry out work not done and they will add a hefty additional charge on top of the repair bill.

*"In the Landlord & Tenant Act 1985 under section 11, it is implied as a convenient in the tenancy agreement that the Landlord is:

- (a) to keep in repair the structure and exterior of the dwelling (including it's drains, gutters and external pipes).
- (b) to keep in repair and proper working order the installations in the dwelling, for sanction and for the supply of water, gas and electricity as well as those for space heating and heating water"

*(Journal for Residential Property Professionals-July 1996, issue 2, volume 4)

Gas appliances

It is a legal requirement that every gas appliance and gas central heating system is inspected on an annual basis. The appliance or heating system must meet strict conditions for a safety certificate to be issued and this certificate, or a copy, must be held on our files.

You can ask British Gas to carry out this inspection (who charge per item inspected) or a private gas engineer (some of whom have a flat rate regardless of the number of appliances). For an inspection to be complete the piping must also be inspected and the person conducting the inspection **must be** Gas Safe registered.

Alternatively we can arrange for the safety inspection to be carried out by our local Gas Safe registered gas engineer. We will keep a record of the date that the inspection is carried out and notify you when the next inspection is due. A safety certificate must be issued every twelve months.

Electrical Appliances

In light of the recent change in legislation including The Landlord and Tenant Act 1985 and The Electrical Safety Regulations 1994, relating to portable appliances, Landlords are required to ensure the following:

That the electrical installation in a rented property is safe when a tenancy begins and that it is maintained in a safe condition throughout the tenancy. Any electrical installation will degrade with the passage of time, resulting in possible danger of electric shock or fire hazard. Circuitry and installations, particularly in older properties often are insufficient to deal with the loads now commonly being called for with the substantial increase in electrical equipment now used in everyday life.

To provide periodic safety checks and certification where portable appliances form part of any letting. This relates to all portable equipment that uses a plug plus any immersion heater, shower or cooker etc.

The Electrical Installation Condition Report must be carried out every five years and the Portable Appliance Test annually. House & Son will require copies of valid certificates for both tests before the commencement of the tenancy. If you do not possess these certificates then we are able to instruct a NICEIC electrician to carry out these works on your behalf.

During the tenancy, we will advise you when the next certificate becomes due and will have the certification carried out with your permission.

Alarms

The regulations require private rented sector Landlords, from the 1st of October 2015, to have: at least one smoke alarm installed on every storey of their rental property which is used as living accommodation, and a carbon monoxide alarm installed near the boiler. After that, the Landlord must make sure the alarms are in working order at the start of each new tenancy. This is a legal requirement, failure to take adequate precautions (such as fitting smoke alarms) will lead to you being prosecuted. Smoke alarms are inexpensive and are easily fitted and they can, and do, save lives. Please speak to a member of the House and Son team to discuss our policy on testing smoke alarms at the beginning of a tenancy. (Subject to terms and conditions and usually only offered under a full management package)

If your property has gas appliances then we recommend the installation of carbon monoxide alarms, even if there is no solid fuel being used in the property (these detect the build up of dangerous gases). These units are slightly more expensive than smoke alarms but again do serve a very useful purpose.

More and more Landlords are having burglar alarms fitted that have a master code as well as a user code. Changing the user code at the end of a tenancy is advised and you are only able to do this with the master code so therefore while your Students have the benefit of the alarm they are unable to change its settings.

Alarms like any piece of electrical equipment can malfunction and this is not only annoying for yourself and neighbours, but it can also lead to the Police refusing to respond to your alarm if there have been regular complaints of your alarm sounding for no reason. We would therefore recommend that the alarm be checked on a regular basis.

Energy Performance Certificates

You may be aware that from the 1st October 2008, all properties placed on the rental market will require an Energy Performance Certificate. The report will be required for any property being marketed to a new student and will be valid for ten years. We must have a copy of the Energy Performance Certificate before marketing of your property can commence. Please enquire for further details and we will be happy to arrange this for you.

Also, from April 2018, Landlords of privately rented domestic and non-domestic property in England or Wales must ensure that their properties reach at least an Energy Performance Certificate (EPC) rating of 'E' before granting a new tenancy to new or existing Students. If your property is below an E rating then unless an exemption applies you will need to do works to bring the property up to the required level. Please be aware we can advise on these matters where required.

Furnishings

If any furniture is left in a property then you, as Landlord, have a duty to ensure it is maintained and, for electrical/ mechanical equipment, repaired should it become faulty, provided of course this is not as a result of negligence or malicious damage by the student. Any soft furnishings (chairs/ beds etc.) that are left in the property must comply with The Fire and Furnishings Regulations, and a label clearly stating this should be attached. If not, the furnishings have to be removed from the property, as they cannot be stored at the rented address.

Mortgages

If the property that you are looking to purchase, or currently own is to be let by another party then you must inform your mortgage lender of your intentions.

This should be done before a tenant moves into the property as gaining permission from the building society usually depends upon the mortgage account not being in arrears. Some lenders will ask to see a copy of the lease, which the tenant will be asked to sign and we will happily provide them with this. The lender may make a small charge to cover administration costs. House and Son will need to see permission from your lender/freeholder that you have permission to let, as legally, without it a tenancy cannot be created.

Leasehold

It is the responsibility of the Landlord to obtain any necessary authorisation from the Management Company or Freeholder/s prior to the occupation of a student and to also supply us with details of any special clauses or relevant house rules that may apply.

Insurance

As Landlord you are still responsible for the building and accordingly the buildings insurance. Please note buildings insurance will not cover the costs of replacing or repairing carpets if they become damaged, however, it does cover fixtures and fittings. If the property is furnished or part furnished you may also wish to consider contents insurance. Please ask if you need quotes for any insurance products and we can put you in touch with the appropriate service.

Tax

Income received from renting any property is subject to tax (we strongly recommend that you take advice from your accountant). Expenses incurred can be set against this liability.

Overseas Landlords

Landlords who have moved out of the United Kingdom are liable for tax deducted by their agents. However, a Landlord can apply for an exemption certificate from the Inland Revenue and this can be completed online. If you are awarded an exemption certificate then this must be held on our files. You need to pay tax on your rental income if you rent out a property in the UK. If you live abroad for 6 months or more per year, you're classed as a 'non-resident Landlord' by HM Revenue and Customs (HMRC) - even if you're a UK resident for tax purposes.

Empty Property

The agreement you signed when the property was put on our books does not cover periods when the property is vacant. If you are concerned about the property and want us to manage it while it is empty then you must inform us of this and we can make arrangements to do so however there will be an extra cost for this service.

Keys

We will require a set of keys per Student, along with a set for ourselves (for access/viewings), to include ALL room keys (if applicable). Note: If you wish to use or collect these keys at any time,

you must bring proof of identification as a security measure. Any sets of keys that have to be cut will be charged to you.

Redirection of Post

The Landlord must make his/her own arrangements for redirection of post – the necessary forms can be obtained from the post office.

Right to Rent

What they mean for you? From 1 February 2016, all private Landlords in England will have to make right to rent checks. This means checking that Students have the right to be in the UK.

The Immigration Act 2014 introduced the power to impose a civil penalty on private rental sector Landlords, homeowners or lettings agents who rent property to a person with no right to rent in the UK, known as the ‘Right to Rent scheme’. The purpose of the rules is to deny those in the UK illegally access to the rental sector, and to address persistent rental of property to illegal migrants by rogue Landlords. The scheme requires that anyone, including Landlords, their agents and homeowners offering rental accommodation in the private rented sector, should carry out document checks on new adult occupiers before renting to them. This is to check they have the right to rent.

House and Son will take care of this and make sure that all the necessary documentation is taken and kept on file, giving you peace of mind and making sure that you are fully compliant.

Bournemouth Office: 15 – 16 Lansdowne House, Christchurch Road, Bournemouth, BH1 3JW
Lettings Department: 01202 242000
E-mail: lettings@houseandson.net
Website: www.houseandson.net

Winton Office: 348 Wimborne Road, Winton, Bournemouth, Dorset, BH9 2HH.
Lettings department: 01202 244844
E-mail: lettings@houseandson.net
Website: www.houseandson.net

Terms of Business

FINDING STUDENTS ONLY

The cost of a Student Find Only service is 50% of the first month's rent + VAT.

This fee covers the following:-

- ✓ **Preparation of property details**
- ✓ **Local advertising**
- ✓ **Interviewing appropriate Students**
- ✓ **Arranging access through current Tenants for viewings**
- ✓ **Accompanied viewings**
- ✓ **Conducting full references on both Students (current Landlord reference, bank validation check, credit check) and their Guarantors (current Employer's reference, bank validation check, credit check & Homeowner)**
- ✓ **Right to Rent Checks**
- ✓ **Providing a copy of the most up to date 'How To Rent Guide'**
- ✓ **Collection of deposit and first month's rent**

FULLY MANAGED

The cost of a Fully Managed Service is 10% + VAT of the rent, per calendar month.

This fee covers the following:-

- ✓ **Preparation of property details**
- ✓ **Local advertising**
- ✓ **Interviewing appropriate Students**
- ✓ **Arranging access through current Tenants for viewings**
- ✓ **Accompanied viewings**
- ✓ **Conducting full references on both Students (current Landlord reference, bank validation check, credit check) and their Guarantors (current Employer's reference, bank validation check, credit check & Homeowner)**
- ✓ **Right to Rent Checks**
- ✓ **Providing a copy of the most up to date 'How To Rent Guide'**
- ✓ **Collection of deposit and first month's rent**

Additional benefits:-

- ✓ **Quarterly Inspections**
- ✓ **Collection of Rent via Standing Order and transferred to you, within 5 working days**
- ✓ **No contact with your Students, all issues reported through House & Son**
- ✓ **Organising general repairs, maintenance work and expired legal documentation**
- ✓ **Registering of Deposit under Tenancy Deposit Scheme**
- ✓ **Handling of Check Out at the end of the Tenancy**
- ✓ **Preparing and emailing statements, outlining income and expenditure**
- ✓ **Informing you and organising legal certification, upon expiry**
- ✓ **Knowledge from experienced staff of regular changing legislation, to protect you**

General

Inventories and Schedule of Condition

A professional highly detailed Inventory and Schedule of Condition is prepared for the landlord's protection and is required for furnished and unfurnished properties.

*(a) Preparation of inventory

Unfurnished Properties

Studio Flats	£80.00
For each bedroom, please add on the following cost per bedroom	£18.00

Furnished Properties

Studio Flats	£95.00
For each bedroom, please add on the following cost per bedroom	£18.00

*(b) Checking the Inventory upon vacation and arranging any necessary cleaning or works and accounting to the Landlord with regard to the tenant's deposit.

Fees as per check in

Shorthold Tenancy Agreement

*(c) A legal document securing the tenancy for the fixed term. <i>(including issuing the relevant legal notices)</i>	£120.00
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Supplementary Agreement where a tenancy is extended	£120.00
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*(d) Testing smoke alarm at tenancy commencement	£36.00
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Rent Protection Products

Please refer to our management packages

Inspections

Other than quarterly	£60.00
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Checking property during void periods

Per visit, weekly, fortnightly or monthly as instructed	£30.00
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***Please note that items (a), (b) (c) and (d) will be deducted from the first month's rent.**

***Please note that copies of contracts and inventories are available on request but are not provided as a matter of course.**

ALL PRICES ARE INCLUSIVE OF VAT