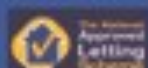
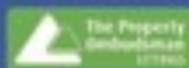


Church & Hawes

churchandhawes.com



Marketing & Preliminary Guide to Letting



Landlord's Guide

INTRODUCTION

Church & Hawes have been trading successfully since 1977, and are proud to be the leading mid Essex property specialists covering all aspects of the housing market.

At Church & Hawes we pride ourselves on our friendly efficient service that is tailored to suit every individual and property requirement.

When entering into something so involved you can rest assured you're in safe and very experienced hands.

As members of the Propertymark client money protection scheme, NAEA Propertymark, Property Ombudsman of Estate & Lettings Agents and the Tenancy Deposit Scheme we are bound by their strict rules and regulations put in place to protect you, the Landlord and the Tenants.

We aim to combine the latest industry technology with traditional Estate Agency values.

If after reading our guide you have any other queries, please do not hesitate to call any one of our local offices, where all members of staff will gladly assist you.

Church & Hawes are large enough to cope but small enough to care

LETTINGS ADMINISTRATION DEPARTMENT

01621 878417

**4 High street, Maldon, CM9 5PJ
Lettings@churchandhawes.com**

BURNHAM ON CROUCH 01621 782652

**156 Station Road, Burnham On Crouch, CM0 8HJ
Burnham@churchandhawes.com**

DANBURY 01245 225853

**58 Main Road, Danbury, CM3 4NG
Danbury@churchandhawes.com**

MALDON 01621 855195

**6 High Street, Maldon, CM9 5PJ
Maldon@churchandhawes.com**

SOUTH WOODHAM FERRERS 01245 329429

**19 Reeves Way, South Woodham Ferrers, CM3 5XF
Swf@churchandhawes.com**

Landlord's Guide

- * Seven members of staff within our dedicated property management department plus our experienced branch staff to assist you throughout the process.
- * Full internet coverage 24 hours a day 365 days a year across all major web sites including **Rightmove, OnTheMarket.com and Churchandhawes.com.**
- * Full members of the **Property Ombudsman Scheme, ARLA Propertymark and the Tenancy Deposit Scheme.**
- * Your property will be available across our branch network with window display offering maximum coverage for your property.
- * **Floorplans as standard.**
- * **Inventories supplied** (additional cost) highly recommended.
- * **Energy Performance Certificates** (additional cost).
- * **Local Multi office Network** offering maximum access to Tenants.
- * Distinctive "**TO LET**" boards placed at the property free of charge.
- * Latest lettings **software technology.**
- * **Accompanied viewings** when required.
- * Feedback on all viewings within **24 hours** (where possible).
- * **Please ask about the many products we can offer regarding legal assistance and rent guarantee warranties.**

List of Services

	<u>Introduction</u>	<u>Introduction & Rent collection</u>	<u>Introduction & Managed</u>
Free market appraisal and advice on how to maximise the potential of the property.	✓	✓	✓
Full marketing of the property via online coverage, prominent window displays, To Let boards and lettings brochures including floorplan.	✓	✓	✓
Organise Energy Performance Certificate where required (additional cost).	✓	✓	✓
Accompanied viewings (where required).	✓	✓	✓
Professional negotiations for the best possible outcome.	✓	✓	✓
Carry out reference checks on Tenants including CIFAS (Credit Industry Fraud Avoidance System) via our reference provider.	✓	✓	✓
Advice on whether legal assistance/rent guarantee are available via our provider Homelet (additional cost/exclusions apply, written instructions required).	✓	✓	✓
Advice on Gas and Electric testing.	✓	✓	✓
Receive and lodge Tenants deposits with the TDS, free of charge (Tenancy Deposit Scheme).	✓	✓	✓
Organise an Inventory with colour photographs (additional cost).	✓	✓	✓
Prepare Contracts and sign up Tenants including key release on the moving date.	✓	✓	✓
Assist with Overseas Landlord tax information.	✓	✓	✓
Review and/or renew/extend existing tenancies (fees apply).	✓	✓	✓
Return Tenants deposits once instructed by Landlord/Tenant.	✓	✓	✓
Collect Tenants monthly rent and forward onto nominated bank account.		✓	✓
Produce and supply monthly account statement.		✓	✓
Pursue any non-payments via telephone/email/post. If the Landlord has a Homelet policy, we will organise to put on risk, providing required paperwork and attending court where necessary.		✓	✓
Advise utility companies (Gas, Electric, Water, Local Council).			✓
Regular inspections and written reports.			✓
Deal with daily issues that arise including arranging repair quotations and organising maintenance/works to be carried out on behalf of Landlords (deductable from monthly rent).			✓
End of tenancy check outs, confirming condition of property after Tenant has left and deal with returning of deposit and any disputes there may be, including organising quotations for cleaning/repairs and dealing with Tenancy Dispute Service where required.			✓

Landlord's Guide

Remember it is Your Property

Before deciding to let a property, please remember it is important to protect your investment by maintaining the property and ensuring any issues are resolved.

It is prudent to give yourself a sinking fund, so that if any issues do arise the funds are available.

If a Tenant feels that you are a responsible Landlord they are more likely to stay in the property for a longer period, this again is financially beneficial as the rent should keep coming in, without any expensive void periods. (i.e. when the property is empty between tenancies).

Remember it goes without saying that the better presented a property is, the quicker it will let and also the more suitable Tenant you are likely attract. Please clean ovens, fridges and carpets etc.

1. Generally

The normal agreement used for the letting of residential property is what is called an Assured Shorthold Tenancy. The object of this is to give you, the Landlord, a guaranteed right to recover possession. You should not have Sitting Tenant problems providing the correct procedures are followed.

In rare circumstances there are certain tenancies for which an Assured Shorthold Tenancy cannot be used. For example, if the Tenant is a company or holiday letting, or if rent per annum exceeds £100,000, or if the property has been converted into flats and the Landlord lives in one of these properties. These types of tenancy will require a licence which is outside of Church & Hawes knowledge and expertise. A licence will need to be drawn up by your solicitor. Church & Hawes recommends that the Landlord takes advice from their Solicitor so that the Landlord fully understands the differences between an Assured Shorthold Tenancy and a Licensed tenancy. (If required Church & Hawes can recommend a local solicitor, however additional fees will apply.)

The Tenant must be occupying the property as their principal home.

The rent you decide on is usually paid monthly in advance. Tenants do have statutory rights to ask for this to be reviewed. The chances of this happening are fairly remote but you must appreciate there is a small risk in this respect.

The Tenant has a right to claim a minimum tenancy of six months. A longer period can be agreed. Tenancies for twelve months or longer are also quite normal.

*Local planning authority consent is required especially where the property is an annexe or similar.

2. Credit / Reference checks

Reference checks that are completed by our reference agency Homelet.

We help take the risk out of property rental through our reference providers award-winning service and comprehensive referencing. Our provider Homelet's specialist referencing department complete over 500,000 references a year and perform a multitude of checks to provide an objective assessment of potential Tenants. These checks include:

Adverse Credit History – Bankruptcy, CCJs and Court Decrees (Satisfied or not satisfied).

Undisclosed addresses – Any previous names and addresses which the Tenant has not disclosed on their application which are linked to their current and most recent homes are also checked for adverse credit history.

Electoral roll check – An applicant's presence on an electoral roll provides a form of proof of address.

Bank validation – Confirms whether the bank details provided are for a genuine account.

CIFAS (Credit Industry Fraud Avoidance System) – A fraud prevention service that enables organisations to exchange information about potential fraud that it has experienced. Individual's details can be logged so other members can have an awareness of suspicions against them. Innocent victims of fraud are also logged on to CIFAS to protect them from further fraud.

Homelet Default Database – This is a record of any Tenants that we have had to deal with for non-payment of rent or involvement in our Rent Protection claims in the past.

Consistency of application cross check – If Homelet have referenced the same applicant within the last 30 days we run some additional checks to ensure that the information has been changed to pass through the referencing.

IP matching – This checks whether the same computer is being used to supply references and a reference application.

Financial sanctions – A check which identifies whether an applicant is registered on any of the Government Asset Freezing lists.

Financial Reference – The applicants employer, chartered accountants or pension administrator is contacted to check whether the prospective Tenant is being paid the same amount that has been declared on their application, as well as checking whether there is any reason their circumstances may change in the future.

Landlord reference – The applicant's current Landlord or Letting Agent are contacted to ask them whether the tenancy has been conducted in a satisfactory manner.

Please note that even though these comprehensive checks are carried out by our reference provider, nothing can be guaranteed, We would recommend the products offered by Homelet to protect you further are seriously considered.

Under some circumstances a Guarantor may be required. This is when the Tenant fails to meet the credit company's criteria and are asked to provide a Guarantor so that in the event of being unable to pay the rent, the Guarantor steps in and is requested to make the rental payments on their behalf.

If this is the case, then references for both Tenant and Guarantor will be supplied to the Landlord for their approval.

3 Rental Warranties & Legal Assistance

Unfortunately life throws up unexpected circumstances and disappointments through redundancy, ill health, pandemic, accident or divorce which can leave you exposed to non-payment of rent or Tenant refusing to leave. This of course can be expensive and time consuming if you as the Landlord have not protected yourself with Rent Guarantee/Legal Assistance Cover.

Let only Landlords will be charged £80 plus VAT (£96) for legal assistance. This is free to managed Landlords providing tenants pass references and meet Homelet (our reference agency) criteria. This will then provide one year's legal cover. Please contact Church & Hawes regarding rent guarantee products that are/may be available.

4 Permission To Let

Consent may be required to Let your property from one or all of the following parties:

*Mortgage Company

*Insurance Company

*Any joint owner or superior Landlord.

conversion.

Any Landlord should seek permission from their mortgage company. Without permission your lender could foreclose the loan and issue proceedings against any breach of terms regarding the mortgage.

Check your insurance and ensure letting is permitted and ensure that buildings insurance is still in place.

Church & Hawes can put you in touch with a company that specialise in buildings and contents cover, where required, as other insurers may not provide Landlords cover.

If the property is Leasehold then the Freeholder and/or Management Company must be advised, as some blocks of apartments do not allow properties to be let.

If you have a mortgage, it is necessary to obtain consent from the mortgagee before a Tenancy Agreement is entered into. Most banks and building societies provide a list of conditions which must be met in order to secure their consent. These conditions are usually a formality and are not onerous. A charge is often made by the mortgagee to cover administration costs.

Once you have made the initial approach, we shall be pleased to liaise with the mortgagee to comply with their specific requirements.

The majority of mortgagees require the property to be professionally managed and may require either a draft or a copy of the Tenancy Agreement.

5 Furnished Or Unfurnished

The majority of properties are let unfurnished, as the majority of Tenants have their own furnishings etc. The larger and more expensive properties may require certain appliances/items to be included as standard.

If you decide to let your property furnished/part furnished, with any items including the list below, then you must consider your responsibility and liability regarding repair or replacement where necessary.

*Oven, Hob/Freestanding cooker/Fridge/Freezer

*Washer dryer/Washing machine/Dishwasher

*Blinds/Curtains and carpets in good clean condition

5.1 Furniture Safety

Modern upholstered furniture, which complies with fire safety tests, has a label on it (except beds and mattress) confirming that this is the case. Second hand furniture especially that manufactured before 1988, does not comply. Non-complying furniture must not be supplied in rented accommodation and should be removed before letting out.

These regulations apply to all upholstered furniture with loose or fitted covers, beds, headboards, pillows, cushions, children's furniture and garden furniture.

6 Tenancy Agreement

Landlord and Tenant must exchange a legally binding Tenancy Agreement for the specified term.

Included in our letting service, we provide a suitable Tenancy Agreement complying, where appropriate, with any specific requirements of your mortgage.

You must serve the Section 21 notice a minimum of TWO CLEAR MONTHS before you require the property back from a rent due date. The tenant is required to give one month's notice from the rent due date to end the tenancy (although this is not enforceable) if the tenancy becomes periodic (i.e. month to month) then the above notice periods still apply.

At least three months before the end of any tenancy you should review your position and decide.

- Do you wish the Tenant to vacate at the end of the current tenancy period?
- Do you want to negotiate a new fixed term tenancy at the same or a new rent?
- (Please be advised that any rent increases can only be made annually) and not within the first twelve months of the tenancy start date.
- Are you happy for the Tenant to remain at the property at the existing rent continuing on a month to month basis (known as a periodic tenancy).

7 Inventory

A full inventory of the property, furniture, equipment and also Landlord's fittings and their condition is necessary and should be attached to and form part of the Tenancy Agreement.

If you wish to prepare your own, this must be received in good time before the commencement of the tenancy and include date marked photographs where possible. Alternatively, we shall be pleased to organise the inventory on your behalf; however, there is an extra charge for this service. Please see our Terms of Business.

Church and Hawes strongly advise that a thorough Inventory is prepared and is signed by the incoming Tenant at the commencement of the tenancy as without it, it will prove extremely difficult if not impossible to recover any damages out of the security deposit. Any disputes that cannot be resolved will be referred to the Tenancy Deposit Scheme – Church & Hawes are members of the Tenancy Dispute Service.

It is important to understand that by not professionally having a thorough inventory carried out it may prejudice any future possible claims in the event of it being heard by an independent case examiner of the Tenancy Deposit Scheme.

Minor items of little value are not usually included in the inventory nor consumables such as cleaning materials. **Any items stored on the premises, for example in the loft, will not be included in the inventory and will not, therefore, be checked at any time. Similarly, we can take no responsibility for items stored in lofts etc, and which are left at your own risk.**

8 Protected Assured Shorthold Tenancy Deposits

Managed Clients

Please note that if Church & Hawes **ARE MANAGING** the property on your behalf, our external check out company will provide a report on the condition and also take meter readings. This will then be given to you to assess and for you to advise of any deductions that you feel are necessary. Church & Hawes will organise any quotes for cleaning/repairs where necessary and will liaise with the tenants for a mutual agreement. The deposit will then be allocated accordingly or if no agreement can be reached will be given to the “The Tenancy Deposit Scheme” TDS to adjudicate.

Let Only Clients

If you are a **LET ONLY CLIENT**, the check out will need to be carried out by yourself and you will need to liaise directly with your tenant regarding any deductions etc. If we are holding the deposit, both you and the tenant will need to confirm in writing to Church & Hawes your agreement. For example 100% of the deposit can be returned to the tenant or 25% to landlord & 75% to tenant etc etc.; **(SEE FURTHER INFORMATION BELOW REGARDING THE TDS)**

8.1 Definitions

“**Calendar Day**” or “**day**” means any day of the year, including Saturdays, Sundays and bank holidays.

“**Relevant Person**” means person who paid the deposit or any part of it on behalf of a Tenant.

“**Stakeholder**” means a person or body who holds the deposit at any time from the moment it has been paid by the Tenant until its allocation has been agreed by the parties to the Tenancy Agreement, determined by the ADR process, or ordered by the court.

7 “**Scheme**” means an authorised Tenancy Deposit Protection Scheme (set up in accordance with the Housing Act 2004 and operated under a service concession agreement with the Government) administered by The Dispute Service Limited.

“**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.

“**Working Day**” means a day that is not a 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.

8.2 Assured Shorthold Tenancy Deposits

If a Tenant pays a deposit in connection with an Assured Shorthold Tenancy (“AST”) the deposit must, from the moment it is received, be dealt with in accordance with a government-authorised Tenancy Deposit Protection Scheme.

The Landlord 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.

We are a member of the Tenancy Deposit Scheme, which is a government-authorised Tenancy Deposit Protection Scheme, administered by:

The Dispute Service Limited
PO BOX 1255
Hemel Hempstead
HP1 9GN

Phone: 0300 037 1000
Web: www.tenancydepositscheme.com
Email: deposits@tenancydepositscheme.com

If we receive an AST deposit on your behalf, we will serve the prescribed information and comply with the initial requirements of the Tenancy Deposit Scheme on your behalf, unless you give us prior written instructions to the contrary before we receive the deposit.

If you do not want us to protect the deposit on your behalf, it will be your responsibility to protect it as required by law. A valid notice seeking possession under S21 of the Housing Act 1988 cannot be served on a Tenant whose deposit is not protected. **A Tenant or any Relevant Person may apply through the courts for compensation of at least the amount of the deposit, and up to three times the deposit**, if the Landlord (or someone acting on the Landlord’s behalf):

- a) fails to give prescribed information within the Statutory Time Limit; or
- b) fails to comply with the initial requirements of an authorised scheme within the Statutory Time Limit; or
- c) notifies the Tenant or Relevant Person that the deposit has been protected in a scheme, but the Tenant or Relevant Person cannot obtain the scheme’s confirmation that the deposit is protected.

If you do not give us written instructions that you want to make your own arrangements for deposit protection, we will hold deposits relating to your properties under the terms of the Tenancy Deposit Scheme. We must comply with the rules of the Scheme, and this means that we will not be able to act on your instructions with regard to the deposit if those instructions conflict with the Scheme rules.

The Scheme rules are available to view and download from www.tenancydepositscheme.com. A very important point for you to bear in mind is that we must hold the deposit as “Stakeholder”. This means that we can only pay money from the deposit if:

- a) both Landlord and Tenant (and any Relevant Person) agree; or
- b) the court orders us to do so; or
- c) the Tenancy Deposit Scheme directs us to do so.

8.3 During The Tenancy

We will hold the deposit as Stakeholder in our client account (separate from the money we use to run our business).

Interest is not payable on any deposits.

If the Tenancy Deposit Scheme directs us to send the deposit to them, we must do that within 10 days of receiving their direction. The Scheme will not normally direct us to send them the deposit unless there is a dispute about how it is to be paid at the end of the tenancy.

Where there is NO dispute about the deposit at the end of the tenancy

At the end of an AST we will liaise with you to ascertain what (if any) deductions you propose to make from the deposit, or have already agreed with the Tenant. [We will help you to try and resolve any areas of dispute within a reasonable time obtaining quotations, estimates or arranging contractors on your behalf in accordance your instructions].

Once you and the Tenant have agreed how the deposit should be allocated, we will ask you both to confirm your agreement in writing. We will then pay the deposit according to what you have agreed, within 10 days of receiving confirmation of agreement from you and the Tenant(s). We cannot pay until we have the Tenant's agreement. If you have joint Tenants, all of them must agree.

Where there IS a dispute about the deposit at the end of the tenancy

You must use reasonable efforts to reach a sensible resolution to the dispute as soon as practicable after the tenancy ends.

A Tenant can ask us to repay the deposit at any time after the tenancy has ended. You must agree to us releasing promptly any part of the deposit that does not need to be held back to cover breaches of the Tenancy Agreement. We will take your instructions at the time regarding the amount to be withheld.

If the Tenant asks us to repay some or all of the deposit, and we do not do so within 10 days from and including the date of the Tenant's request, the Tenant can notify the Tenancy Deposit Scheme. The Scheme will then direct us to pay the disputed amount to the Scheme. We have 10 days, from and including the date we receive the Scheme's direction, to send in the money.

If we protect a deposit with the Scheme on your behalf, **you hereby authorise us to pay to the Scheme as much of the deposit as the Scheme requires us to send.** We will contact you to keep you informed, but we will not need to seek your further authority to send the money to the Scheme.

The Tenancy Deposit Scheme will review the Tenant's claim and decide whether it is suitable for independent alternative dispute resolution. Usually, this will take the form of adjudication, but it may involve assisted negotiation or mediation. "Alternative" in this context means an alternative to court proceedings. It is intended to be a faster and more cost-effective way of resolving disputes. The Scheme does not make a charge to Landlords or Tenants for using the Alternative Dispute Resolution Service if it relates to an AST.

If the Tenant's claim is referred for alternative dispute resolution, we and you will be invited to accept or contest the claim. You must notify the Scheme whether you agree to submit the dispute for alternative dispute resolution within 10 working days from (but not including) the date of the Scheme's communication to you. **If you do not respond to the Scheme by the deadline, you will be treated as having given your consent to alternative dispute resolution.**

Agents and Landlords are permitted to refer a dispute about a deposit to the Tenancy Deposit Scheme. If you or we refer a deposit dispute to the Scheme, the Scheme will contact the Tenant to confirm whether the Tenant will agree to alternative dispute resolution. If there are joint Tenants, all the joint Tenants must agree. A Tenant who does not reply to the Scheme is NOT deemed to consent to alternative dispute resolution. **If the Tenant (or all joint Tenants) do not agree to alternative dispute resolution, and do not agree to the deposit deduction(s) you claim, you will need to begin court proceedings if you wish to pursue your claim.**

If the parties agree to adjudication, the adjudicator's decision is final and there is no right of appeal. Further information about adjudication is available free to download from www.tenancydepositscheme.com.

The Tenancy Deposit Scheme will pay the disputed amount to the person(s) entitled within 10 days beginning on the date the Scheme receives notice of (a) the adjudicator's decision or (b) an order from the court that has become final or (c) an agreement being reached between you and the Tenant(s).

If you order any work to be done at the property before a dispute has been resolved, you do so at your own risk. There is no guarantee, if you incur expense, that a dispute will ultimately be resolved in your favour.

8.4 Consent To Use Personal Information

When you agree to use our services, you agree that we may use information you give us, including information about yourself, for the purposes of performing our obligations to you.

You agree that we may supply such information as is reasonably required to the Scheme. You agree that the Scheme, or the government department responsible for the Scheme, may contact you from time to time to ask you to participate in surveys. If at any time you do not wish the Scheme to contact you for that purpose, you should write to the Scheme as explained in the Scheme Leaflet (see www.tenancydepositscheme.com).

8.5 Our Duty To Provide Correct And Complete Information

When you agree to use our services, you guarantee that all the information you provide to us is complete and correct to the best of your knowledge and belief. You agree to inform us immediately if it comes to your attention that any information was incorrect.

If we suffer any loss or incur any cost because information you have given us is or was incomplete and/or incorrect, you agree to pay us the amount necessary to put us in the position we would have been in if the information had been complete and correct. This clause does not relieve us of our own obligation to use reasonable skill and care in providing our services to you, or to take reasonable steps to keep our losses and costs to a minimum once we realise that there is a problem.

8.6 Where The Tenancy Is Not An AST (i.e. Company Let)

The deposit does not have to be protected by law. However, the Tenancy Deposit Scheme will make its independent Alternative Dispute Resolution Service available to you as our client, because we are a member of the Scheme.

If a dispute arises you, we or the Tenant will contact the Scheme. Then:

- a) the Scheme will propose what they consider to be the most effective way of resolving the dispute (assisted negotiation, mediation, adjudication or arbitration);
- b) you, we and the Tenants must consent in writing to the proposed method if we all want to proceed (if we don't, the options are to negotiate or litigate);
- c) the parties will have to pay a fee of £500 + VAT (or such other minimum fee as the Scheme may set from time to time) or 10% of the deposit plus VAT, whichever is the larger amount.

The Scheme will not start the dispute resolution process until all parties have agreed in writing to use the Scheme and paid the applicable fee and the disputed deposit to the Scheme.

8.7 If you instruct us that you do not want us to protect an AST deposit

If the deposit relates to an AST and you decide to hold the deposit yourself, you must tell us before the Tenancy Agreement is signed. **(we require a minimum of 7 working days notice).**

We will notify you of the date we receive the deposit and aim to transfer the deposit to you within 5 days of receiving it. By law you must then register the deposit with an authorised Tenancy Deposit Protection Scheme within 30 days of the date we received it. You must also give the Tenant(s) and any Relevant Person 'prescribed information' about the deposit. If you do not do both these things within 30 days of us receiving the deposit, the Tenant or any Relevant Person can take legal action against you. The court can make an order stating that you must pay the deposit back to the Tenant, or lodge it with the custodial Scheme run by the Deposit Protection Service. The court will then also order you to pay compensation to the Tenant of between one and three times the amount of the deposit.

By law, you may not serve a notice seeking possession under Section 21 of the Housing Act 1988 until you have served the prescribed information. If you have not complied with the initial requirements of an authorised Tenancy Deposit Protection Scheme, you cannot serve a S21 notice until you have returned the deposit (or the agreed balance of it) to the Tenant or court proceedings relating to the return of the deposit have been disposed of.

If you instruct us that you do not want us to protect an AST deposit, we shall not be liable to you for any loss suffered or cost incurred if you fail to comply with your obligations to protect the deposit and give prescribed information. You must pay us for any loss or inconvenience suffered or cost incurred by us if you fail to comply with those obligations. This clause will not apply if the reason for your failure is because we failed to send you the deposit within 20 days of receiving it.

8.8 Joint Landlords

If there is more than one Landlord, any of you will be able to participate in alternative dispute resolution. TDS does not accept liability to any one or more joint Landlords for acting on the instructions of any other joint Landlord. TDS does not accept directions from joint Landlords to deal only with instructions agreed unanimously by joint landlords. If you want all decisions to be made jointly, this is something that should be agreed between the Landlords. It will then be a matter for the Landlords to resolve among themselves if one or more of them have not complied with that agreement.

9 Accounting for managed properties

We account to you monthly to your UK or overseas address remitting monies to your UK bank account. This can be carried out by bank transfer (we will require your account details for this), It is regretted we are unable to make cash payments to clients. We can also send your monthly account by email (please supply your email address) particularly useful for clients living abroad.

10 Income Tax

UK Owners

Rents received are subject to UK income as unearned income. Where you remain resident in the UK it is your responsibility to declare any income received to the Inland Revenue.

Overseas Owners

Rents received are subject to UK income tax as unearned income. When we receive the rents on your behalf, we are responsible for payment of any tax due by deduction from the rents received, in accordance with the Provisions of the Taxes Management Act 1970. Accordingly, out of the rents received, a proportion of the rent monies are retained until your liability has been agreed with the Inland Revenue.

As soon as your liability has been quantified, any excess reserved will be remitted to your UK bank account.

If you have any queries on the extent of your liability you should contact your Tax Office.

The needs of the overseas Landlord are best met by obtaining an Exemption Certificate from the Inland Revenue. The certificate contains an approval number and the date from which we are not required to withhold tax. If the Tax Exemption Certificate is not received. by Church & Hawes, we must make quarterly payments to the Inland Revenue.

11 Repairs & Maintenance

Our standard Tenancy Agreement provides that the Tenant keeps in good repair and condition the interior of the property and also repairs and replaces damaged furniture and equipment if this is caused by the Tenants negligence. Any items such as white goods, furniture etc that is left in the property will be your responsibility as the Landlord to repair or replace if this is caused by breakdown or general wear and tear. By statute you as Landlord must be responsible for the main repairs of your property and this liability cannot be passed to the Tenant. In general terms your liability will be as follows:-

- To keep in repair the structure and exterior of the property including the drains, gutters and external pipes.
- To keep in repair and proper working order the installations in the property for the supply of water, gas, electricity, oil and for sanitation including basins, sinks, baths and W.C.'s.
- To keep in repair and good working order installations in the property for heating water and supply central heating (or storage heaters if appropriate).

When arranging emergency repairs on your behalf, we reserve the right to carry out repairs if we are unable to contact you within 48 hours or if emergency repairs immediately where required on your behalf. We normally operate within a limit of £350.00 except where we consider that to delay repairs whilst awaiting your instructions would prejudice or result in further damage to your property. Please note when Church & Hawes act as Managing Agents we will endeavour to rectify any situation as soon as is possible. Please be advised that situations which arise at weekends especially or evenings (ie. boiler breakdown) will be dealt with as soon as possible but cannot guarantee when an engineer can visit the property although we would endeavour to organize this as quickly as possible.

Where appropriate, competitive estimates are obtained for consideration.

We recommend that all Landlords arrange regular maintenance of central heating and alarm systems. You will need to explain to the Tenant and ourselves fully how any alarm system works.

12 Services and Outgoings

Whilst we will notify water, gas, electricity, cable and telephone suppliers of the change of occupancy for managed clients only. We must stress that they are not obliged to take instructions from Agents to change the service into the Tenants name. It is therefore advisable for you to make arrangements with them direct. Introduction only clients must notify the utility companies themselves.

To ensure that you do not become liable for the use of these services whilst the Tenant is in occupation, we require that the Tenant applies for connection in his own name. If you do not terminate agreements for supply, then the Tenant may be able to use the connection without taking over the liability.

If your property is equipped with oil fired central heating, then we advise to leave the minimum safe amount in the tank to cover the oil requirements of the property whilst the property is empty, thus avoiding the risk of the oil not being replenished by the Tenant at the end of the tenancy. If this is not possible then a note of the fuel level should be supplied to us by yourself at the commencement of the tenancy and the Tenant will be expected to make good any shortfall in the level on expiry of the tenancy. It is not always possible for Church & Hawes to obtain an oil level reading at the checkout.

Sometimes with leasehold properties water rates are included within service and maintenance charges. If so no action is required.

For managed clients we will also notify the Local Authorities of the change of occupancy so that they can amend their Council Tax records appropriately and prepare a revised account. Introduction only clients will need to deal with this direct.

With regards to mail we regret that we cannot take responsibility for the forwarding of your mail and you should therefore arrange with the Royal Mail to re-direct your correspondence.

13 Insurance

It is essential that your Insurers, both of the building and its contents, are notified of the letting or they may impose restrictions on any claim or indeed, refuse to cover a particular event since their risk is altered where the property is let (not advising of a material fact i.e. being rented may make your insurance void).

Please consult your Broker or your Insurers if you have any query in this connection.

You are advised to ensure that your Property Owners Liability is adequate and also any other insurance as required, again your Broker or Insurers should be able to advise.

We are pleased to advise you that we have insurance companies which specialise in rental property insurance. Please ask for further details.

14 Safety Regulations

You must remember that there are regulations as a Landlord that you must comply with covering the following;

Portable electrical equipment and plugs.

Furniture and furnishings.

Gas cookers and other gas appliances.

Smoke and carbon monoxide detectors.

Electrical safety standards in the private rented sector.

14.1. Electrical Safety

Electrical Safety Standards in the Private Rented Sector Regulations 2020”
(<http://www.legislation.gov.uk/ukdsi/2020/90780111191934P>)

An electrical installation condition report (EICR) is now required by law.

Key Points:

- Landlords must ensure that the electrical safety standards defined by the IET Wiring Regulations 18th edition, are met during any periods when the property is tenanted.
- Applies to all NEW tenancies from 1 July 2020 and EXISTING tenancies from 1 April 2021.
- New tenancies include Landlords who “intend” to rent a property i.e. before a tenancy starts.
- The electrical installation must be inspected and tested at regular intervals of no more than 5 years or less, if the most recent report specifies less than 5 years.
- The Landlord must obtain a copy of that report and provide a copy of that report to each existing tenant within 28 days of the date of inspection and test.
- The Landlord must provide a copy of the most recent report to:
 1. Any new tenant before they occupy the premises.
 2. Any prospective tenant within 28 days of receiving a written request.
- The Landlord must retain a copy of that report until the next inspection is due.
- If the report requires further investigation or urgent remedial action are required (i.e. Code 2 or Code 1 items) to ensure the installation complies with BS7671, the Landlord must ensure the works are carried out by a qualified person in 28 days or less of the report date.
- NB : The Regulations do not stipulate remedial works are completed before tenants move in – just that an installation is tested and urgent remedial works completed in 28 days. Assuming no Code 1 items, this allows new tenancies to commence before remedial works are complete.
- Landlords must ensure that for any investigation or remedial works as per (8) they receive written confirmation

1. That the works have been carried out and the electrical safety standards are met.
 2. Supply a copy of that report to each tenant in 28 days of completion of the works.
- Where a local housing authority (LHA) has reasonable grounds to believe a Landlord is in breach of their duties, the LHA must within 21 days, serve a remedial notice on the Landlord. A Landlord can make representations to the LHA and this suspends the remedial notice until the LHA considers and decides upon those representations.
 - A Landlord is not in breach of their duty if they have taken all reasonable steps to comply with that duty including tenant(s) preventing the Landlord from entering the premises.
 - Where a LHA believes that there is a breach of duty, they may arrange remedial works with the consent of the tenant(s) and at the Landlord's expense.
 - LHA's may impose a fine of up to £30,000 where they are satisfied beyond reasonable doubt that a Landlord has breached their duty.
 - Exclusions: Providers of social housing, where tenants live in Landlord's home, long leases (i.e. > 7 years), student halls of residence, hostels/refuges, care homes, hospitals/hospices.

14.2 Electrical Equipment (safety) Regulations 1994

The above regulations came into force on January 9th 1995 and apply to all electrical equipment. The regulations state that electrical equipment 'shall be safe' which means that it complies with the definition within the Consumer Protection Act 1987 and extended to comply with the regulations to mean that any risk includes: -

Death or injury to domestic animals. Damage to property. As well as the risk of death or injury to a human.

As Landlord you must comply with the regulations as they clearly state that electrical equipment being 'hired out' comes within this jurisdiction.

How to comply.

Ensure instructions booklets are supplied with all electrical equipment, including safety instructions.

Safety checks to be carried out by an NICS qualified electrician, either annually or every time a new person takes a tenancy of a property.

Church & Hawes will need to be supplied with proof of the safety check before tenancy commences.

Church & Hawes can organize these important electrical checks for you, provided that we receive instructions to do so.

Instruction booklets for appliances will also need to be given to Church & Hawes, if not at the property, prior to commencement of the tenancy. If the booklets are unavailable, written instructions can be sufficient. Also, if booklets do not contain safety instructions, Church & Hawes may be able to supply instructions to most appliances at an additional cost of £5.00 per appliance (we will require 14 days notice to prepare these).

Please be aware that it is essential that the relevant electrical reports are carried out and that any safety recommendations are also carried out, whatever the cost, because if anything did go wrong and these checks were not carried out or recommendations implemented, your insurance may be void and the penalties are as follows:-

- Three months imprisonment and/or £5,000 fine if there is risk of fire and/or an animal is injured.
- Six months imprisonment and/or £5,000 fine if a human being is injured or killed.
- The above can be increased to 12 months imprisonment (not to mention a criminal record).

15 Gas Safety (Installation and Use) Regulations 1998

The regulations came into force on October 31st 1998, and it is law that all gas fittings including boiler and pipes are checked and given a gas safety check by a Gas Safe Registered plumber and any recommendations must be carried out before a Tenant can move into the property. This inspection must be carried out annually. Any unsafe appliances must be repaired or removed by a Gas Safe registered engineer. Gas cookers in particular have specific gas safety requirements. Please note this also applies to gas warm air heating systems and bottled gas appliances.

This certificate is an **ANNUAL** requirement.

(Church & Hawes will require two copies of the Landlords Gas Safety Record, one for the Tenants and one for Church & Hawes). The tenancy cannot begin until this document has been received. If you wish Church & Hawes to organise this for you we will need fourteen days notice prior to the start of the intended tenancy.

FAILURE TO COMPLY WITH SAFETY REGULATIONS IS A CRIMINAL OFFENCE AND CAN RESULT IN YOU BEING FINED HEAVILY/AND OR IMPRISONED

16 Smoke & Carbon Monoxide Detectors

Landlords are required by LAW to ensure the safety of their Tenants by installing SMOKE DETECTORS in all properties (ensuring there is a minimum requirement of one smoke detector per floor) Landlords are also required to install CARBON MONOXIDE DETECTORS where there is a gas appliance or solid fuel appliance, for example, near a boiler, cooker or gas fire, open and solid fuel burners etc (one detector per appliance) Church & Hawes can organise the installation of these detectors at a cost of £50 plus VAT per detector.

17 Legionnaires Disease

In order to comply with Health and Safety Executives Code of Practice, Landlords are strongly advised to carry out a risk assessment at their premises prior to letting especially if there are open water tanks, cooling systems or a swimming pool. We request a copy of the written risk assessment is provided upon instruction. By signing the Terms of Business which our Guide to Letting forms part of, the Landlord acknowledges his responsibility for the safety of the Tenant at the premises and confirms he has considered all the risks regarding Legionnaires Disease.

18 Special Requirements

Our Standard Tenancy Agreement provides that the Tenant must not keep pets or animals without prior written consent. Other special conditions such as no smoking and no children can be imposed if you wish. You must also remember that the more rules and regulations that you impose the more likely some applicants may be deterred from considering your property.

Please advise if pets will be considered as this can speed up finding a Tenant.

There may be restrictions and covenants with your deeds that the Tenant should comply with. You should check with your solicitor if there are matters that should be referred to Applicants.

19 Special Notes for Leasehold Properties

Please remember to let us have details of all rules and regulations that relate to your Lease, in particular management of common parts.

Please remember that Ground Rent, Service and Maintenance Charges will be your responsibility and must be paid by you promptly.

20. Inspections

If requested, Church & Hawes will organise the inventory to record its current condition prior to the Tenancy Agreement being entered into (please see Terms of Business for inventory charges on your property).

During the tenancy, where we are instructed on a full management service basis we will normally carry out inspections of the property every four months.

At the end of the tenancy we will carry out a further inspection and if there is any dispute concerning the condition of the property at the end of the tenancy this will be referred to the Tenancy Dispute Service within the timescales stated (where possible) or immediately be referred to a Chartered Surveyor if the tenancy was created prior to the 6th April 2007, who will act as an arbitrator (**Management Service Only**) and his fees will be shared equally between the Landlord and the Tenant.

21 Terms of Business

Our Terms of Business which we asked you to sign to confirm your instructions, should be read in conjunction with this preliminary guide to letting, which forms part of our agreement.

22 Legal Aspects

Church & Hawes are not legal professionals, and in the event of a Tenant refusing to leave, at the expiry of the Section 21 notice, or any other notices served, if you do not have a suitable rent guarantee/legal assistance product you will need to employ or seek legal advice from your solicitor.

Church & Hawes can advise of a solicitor who can help in these circumstances, you will need to satisfy yourselves with their terms and conditions, before instructing.

**UNDER NO CIRCUMSTANCES SHOULD YOU TAKE THE LAW INTO
YOUR OWN HANDS!
SEVERE FINANCIAL PENALTIES MAY APPLY FOR UNLAWFUL EVICTION.**

23 Keys

Please ensure we receive a full set of the keys for each Tenant and one access set for Church & Hawes well in advance of the proposed starting of the tenancy. On no account should you give the keys directly to the proposed Tenant.

24 Unfair Terms in Tenancy Agreements

We have prepared our Agreements with the intention of complying with the Office of Fair Trading Regulations. Generally the Courts decide whether any contract term is unfair but the Office of Fair Trading may take its own enforcement action if any provisions prove to be unfair. We do our best to comply with the regulations but cannot provide any guarantee in this respect.

25 Illegal Activities

Unfortunately sometimes Tenants use a property for an illegal activity such as one involving drugs. If we are aware of such activity, we will immediately report it to the Landlord who should then take appropriate action such as reporting the activity to the Police and asking their solicitor to pursue the matter if necessary. We will not become directly involved with problems of this nature which we consider to be outside our letting and management services.

26 Energy Performance Certificates

It is a legal requirement that all Tenants are to be provided with an Energy Performance Certificate. An Energy Performance Certificate is valid for ten years. Church & Hawes can organise this certificate for you at what we believe to be a very competitive price. If however you decide to organise this yourself we will need it in advance of marketing your property. Please see Section 31 regarding new MEES legislation.

27 Draining Down of Properties

Church & Hawes recommend that all empty properties are drained down by a qualified plumber, especially during cold periods. If you would like Church & Hawes to organise a quote for this, please do not hesitate to contact our Lettings Administration Department or your local branch.

28 Payments in Advance

In some instances it is possible that a Tenant would pay the full rental term in advance. If this should happen Church & Hawes would retain £350.00 as per clause 2 of the Additional Terms for Management Services on Church & Hawes Terms of Business. This is for any minor repairs, especially boiler breakdowns. If Church & Hawes had cause to use part of or all of this amount then we would ask you as the Landlord to re-establish the balance to £350.00. Upon the tenancy finishing the £350.00 or balance would be credited to yourself. Please note legal assistance products are not available when rent is received in advance.

**As you can see, we at Church and Hawes take looking after your property very seriously.
Instruct Church and Hawes and we will look after you.**