



# TENNANTS

Landlords Agent Since 1970

- 🏠 We are members of ARLA Propertymark, the Property Ombudsman and the Tenancy Deposit Scheme, assuring our clients of legal compliance.
- 🏠 We aim to deliver a high level of service, using our local knowledge and experience.
- 🏠 Our flexible services respect the needs of individual landlords.
- 🏠 Our fees are among the most competitive and inclusive in Eastbourne.
- 🏠 Our attention to marketing optimises letting prospects.
- 🏠 Our comprehensive check-in service aims to deliver the best possible start to every tenancy.
- 🏠 We pay careful attention to the requirements of our landlord and tenant clients.
- 🏠 We use local tradespeople for maintenance support and safety certification. Some agencies take commission on invoices, we do not.
- 🏠 Tennants would refer all prospective landlords to the How To Let Guide published by the government in June 2018:  
<https://www.gov.uk/government/publications/how-to-let>



## THE TENNANTS TEAM



Peter Sheppard  
**DIRECTOR**



Alex Sheppard MARLA  
**DIRECTOR**



Miles Batty MARLA  
**LETTINGS MANAGER**



Murray Gouin  
**NEGOTIATOR**



Al Mole MARLA  
**PROPERTY MANAGER**



Andy Roberts MARLA  
**PROPERTY MANAGER**



Sandra Isted  
**ACCOUNTS**



Jackie Farnham  
**ACCOUNTS**



Jo O'Shea  
**ADMINSTRATOR**

**TERMS** – We offer our landlords a choice between 2 service options. **Either:**

**(A) MANAGEMENT SERVICE**

For landlords who prefer the ongoing support of an agent, we offer a Management Service which includes:

- 🏠 Consultation on presentation, improvements and safety requirements.
- 🏠 Marketing and accompanied viewings.
- 🏠 Referencing of prospective tenants and 'right to rent' checks.
- 🏠 Tenancy Agreement and Prescribed Information.
- 🏠 Transfer of Tenancy Deposit to 'TDS Custodial' scheme.
- 🏠 Escorted check-in and meter reading at property with new tenants.
- 🏠 Notification of utilities and Council Tax.
- 🏠 Property checks 3 months after a tenancy commences and every 6 months thereafter. Subject to availability and public health considerations (Pg 15).
- 🏠 Property Management to assist with repairs and maintenance.
- 🏠 24 hour, 7 day emergency service.

**Costs:** – **New Tenancy Fee:** - 30% of first month's rent including VAT for each new tenancy.

– **Commission:** 12% including VAT of gross monthly rent collected.

**Non-optional additional fees applying to each tenancy:**

**Inventory:** The cost as charged by a third-party provider to compile the inventory/condition report before each tenancy commences - £90 to £200 (no VAT) depending on the size of the property.

**Example:** For a new tenancy at a 2 bedroom flat on a monthly rent of £800, the first month's charges would be £96 including VAT commission plus £240 including VAT New tenancy fee, plus the inventory cost of £90: total £426 including VAT.

**Specific example:** If the monthly rent is £\_\_\_\_\_, New tenancy fee would be £\_\_\_\_\_ including VAT and the monthly commission thereafter would be £\_\_\_\_\_ including VAT.

**Annual tenancy review charge:** = £30 including VAT.

**Check-out:** when tenant vacates at the end of tenancy = £72 including VAT.

Or:

## **(B) INTRODUCTION SERVICE ('Tenant finding')**

We find tenants for landlords who prefer to manage their own property.

Includes:

- 🏠 Consultation on presentation, improvements and safety requirements.
- 🏠 Marketing and accompanied viewings.
- 🏠 Referencing of prospective tenants and 'right to rent' checks.
- 🏠 Tenancy Agreement and Prescribed Information (as applicable).
- 🏠 Collection of first month's rent and Tenancy Deposit.
- 🏠 Transfer of Tenancy Deposit to 'TDS Custodial' scheme (if required).
- 🏠 Escorted check-in and meter reading at property with new tenants.
- 🏠 Notification of utilities and Council Tax.

**Cost:** A one-off **Introduction Service Fee** of one month's rent including VAT.

**Example:** If the monthly rent is £800, the Fee would be £800 including VAT.

**Specific example:** If the monthly rent is £\_\_\_\_\_, the Fee would be £\_\_\_\_\_ including VAT.

**Instruction Payment:** £200 due upon instruction towards total costs calculated at tenancy commencement, from which there may be a refundable balance.

### **Optional additional fees applying to each tenancy:**

**Inventory:** The cost as charged by a third-party provider to compile the inventory/condition report before each tenancy commences = from £90 (no VAT) depending on the size of the property. Landlords should please be aware that deposit scheme requirements must be complied with in case of dispute.

The first month's rent collected from the tenant is deducted as our Introduction Service Fee. Any additional costs are deducted from the Instruction Payment then the balance is paid to the landlord, or the landlord is invoiced in the event of a debit balance.

## **OUR SERVICES:**



Included with 'Introduction Service'



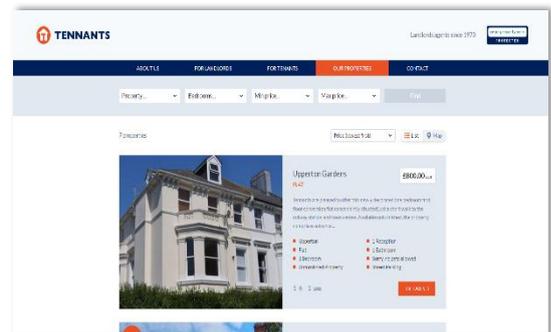
Included with 'Management Service'



Optional

## **ADVERTISING OF PROPERTY**

We advertise all available properties on our own website: [www.tennants.co](http://www.tennants.co) as well as Rightmove. These websites are updated directly from our database every day. Properties are also featured in our office window displays.



## **ACCOMPANIED VIEWINGS AND FULL COLOUR DETAILS**

Prospective tenants are driven to or met at properties and given a guided tour, full-colour details including photographs, property particulars, room dimensions, Energy Efficiency and Environmental Impact tables; as well as an explanation of our referencing procedure and fees as required by the Consumer Rights Act 2015.

## **REFERENCES**

Completing a tenant's credit search to check for any adverse credit history, such as bankruptcy, County Court Judgments (CCJs), court decrees and undisclosed addresses.

Obtaining a tenant's employment, landlord and personal references as applicable.

We welcome the active participation of our landlord clients and if required we can share the content of references with the landlord (but not forward copies due to GDPR) prior to entering into the tenancy as agents for the landlord. If the landlord does not require to approve the references then a tenant may be considered suitable by Tennants at our absolute discretion. Tennants shall not be liable for any loss or damage arising as a result of a tenant's unsuitability, or breaches of the tenancy agreement.

## **RIGHT TO RENT CHECKS**

The Immigration Act 2016 requires that **ALL** tenants and occupants aged 18 or over residing in a residential property in England have the 'right to rent'.

This legislation requires that checks be made on all tenants and occupants. As part of our referencing process we will obtain, verify, copy and hold relevant documents as required by the Act.

Where tenants or occupants have a time-limited 'right to rent', we will make supplementary checks to comply with the legislation as part of our Management Service. Please note that clients using our Introduction Service will need to make any supplementary checks themselves.

Non-compliance is a criminal offence for which there are fines of up to £3,000 per person.

Further information on 'right to rent' legislation and a basic checking tool can be found at <https://www.gov.uk/check-tenant-right-to-rent-documents>

## **'HOW TO RENT' GUIDE**

Since 1<sup>st</sup> October 2015 this government-produced guide must be given or emailed to tenants in its most up-to-date version for a 'Section 21 Notice' (served by the landlord or agent to end the tenancy) to be valid. We must therefore make sure it is given to all tenants before every new tenancy.

## **TENANCY AGREEMENT**

Drawing up the Tenancy Agreement. The Assured Shorthold Tenancy Agreement under Part 1 of the Housing Act 1988, as amended by Part 3 of The Housing Act 1996 and the Housing Act 2004, is normally used. Sample copies available upon request.

Tennants employees sign Tenancy Agreements and serve and receive Notices as agent on behalf of the landlord.

In addition to the New Tenancy Fee, the landlord is charged £60 including VAT for fixed-term continuation tenancy agreements, if required. 

Serving of Notice requiring possession £72 including VAT 



## **TENANCY DEPOSIT**

For clients choosing our Management Service we will collect and transfer the Tenancy Deposit (equal to one month's rent) to the 'TDS Custodial' scheme. Please see page 20 for scheme details.

For landlords choosing our Introduction Service we can register the Tenancy Deposit with the TDS using the 'Custodial' scheme, or the landlord can choose to do this themselves using an alternative scheme. Landlords will be required to confirm full scheme details to ensure compliance if registering the Tenancy Deposit themselves. Please refer to page 23 for details. Please note that our Introduction Service does not include reconciliation of the Tenancy Deposit: this is the sole responsibility of the landlord.

## **RENT, EXPENDITURES AND RETAINED SUM**

Collection and payment of rent to the landlord with a statement showing commission deducted, fees and any expenditures.

We make payments by BACS transfer to the landlord's bank account, unless instructed otherwise; and send statements to the landlord, by email wherever possible.

Although rent will generally be forwarded within 3 – 5 working days of the payment being received, Tennants cannot guarantee payment within these times. Delays may occur due to circumstances beyond our control.

The landlord should keep adequate funds in the appropriate account to meet any financial commitments, such as mortgage or maintenance payments.

Our accounts software does not generate payments until the rent-due date, which means that payment will not be sent to the landlord before that date if the rent is received early.



Tennants will not be responsible for any delays in receipt of rent, benefits or similar or equivalent replacement from the appropriate authority; and shall not be responsible for any determination, variation, suspension, termination or other circumstances whereby payments are reduced and/or terminated. Any arrears that arise shall ultimately be a matter between the landlord and the tenant.

The landlord agrees to reimburse Tennants for any claims arising from overpayment which may have been received in relation to Housing Benefit, Universal Credit or other benefit scheme, paid to or on behalf of the tenant as rent. This undertaking shall remain in force throughout the tenancy and for up to six years thereafter, whether or not Tennants continue to be instructed to let or manage the property.

In order to comply with ARLA regulations, individual client accounts must not be put into a debit balance. This means we would be unable to pay expenditures on a landlord's behalf until rent is received, unless that sum is already held in the landlord's account within the Tennants Client Account.

Tennants therefore collects an initial Instruction Payment of £200 from the landlord, which is held and replenished from rental income as a rolling 'Maintenance Retention' to enable the prompt settlement of any contractor invoices, Council Tax and utility bills up to that value. Where rent is paid 3 or more months in advance the 'Maintenance Retention' is increased to £500.

Should expenditures exceed the 'Maintenance Retention' and/or the net value of one month's rent, the landlord agrees to make balance or full payments direct to the creditor or Tennants as necessary, within 7 days of the date of our invoice.

### **PROPERTY CONDITION REPORTS (INVENTORY)**

An Inventory is, by definition, a list of a property's contents and applies particularly to furnished property; but a Property Condition Report is usually referred to colloquially as the Inventory.

The Inventory is a vital part of the tenancy, being the reference point for the check-out inspection and deposit reconciliation.

For best practice and compliance, the Inventory will normally be compiled by independent Inventory Clerks no more than 48 hours before the commencement of a new tenancy.

The cost of the Inventory will be charged to the landlord, currently:

- 🏠 Studio/1/2 bedroom flat - £90
- 🏠 2 bedroom house/maisonette £100
- 🏠 3 bedroom house - £110
- 🏠 4 bedroom house - £120
- 🏠 For larger properties where the rent is £1500 or more the cost is 10% of the rent

### **USEFUL INFORMATION**

Both we and the tenant will appreciate any information the landlord can provide to aid knowledge and care of the property. We will need to know:

- 🏠 Positions of gas meter and isolation valve.
- 🏠 Locations of electricity meter and fuseboard.
- 🏠 Whereabouts of water meter and stop tap.
- 🏠 Utilities and landline/broadband/TV suppliers.
- 🏠 Details of any ongoing maintenance contracts e.g. 'British Gas Homecare'.
- 🏠 Copies of guarantees/warranties covering installations and appliances.
- 🏠 Written user instructions for installations and appliances.
- 🏠 Names and phone numbers of preferred emergency contacts or selected tradesmen for maintenance works.
- 🏠 A copy of the Title documents, or Head Lease 'House Rules' as applicable, confirming covenants and restrictions in force and details of boundary ownership etc.

Please enter these details in 'Useful Information' (page 3 of the 'Letting Instruction'), attaching a separate sheet and any supporting documents as necessary.

## **MAINTENANCE AND REPAIR**

### **Property maintenance is legally important and an important part of our Management Service.**

We ask the landlord to give us the clearest guidance they can as to how they want maintenance issues to be handled. However, not every scenario can be planned for so we may contact you for specific instructions. If the landlord has any preferred contractors we will use them as required, if we are given their details and they are available when called upon.

Tennants aims to instruct competent tradespeople at reasonable cost. We are unable to guarantee the standard of workmanship or accept any liability.

Unless otherwise instructed, non-emergency repairs will be referred to the landlord when possible. However, Tennants reserve the right to uphold the landlord's statutory obligations and may instruct at our discretion works to a maximum of £200, the cost of which may be deducted from the rental income or collected from the landlord.

Tennants may arrange for any emergency plumbing, electrical or general repairs to be undertaken on the property for such sum as shall be reasonable, considering the prevailing conditions, without obtaining landlord's authorisation under the statutory provisions of "Agency of Necessity"; which will then be charged to the rent collected or the landlord.

When Tennants visit the property to assess maintenance issues and check completed works we reserve the right to charge the landlord £60 inc. VAT per hour for those visits and liaison by phone or in writing.



## **LANDLORD'S SAFETY OBLIGATIONS**

### **Legal requirements include:**

- 🏠 Homes (Fitness For Human Habitation) Act 2018
- 🏠 The Smoke and Carbon Monoxide Alarm (Amendment) Regulations 2022
- 🏠 The Smoke and Carbon Monoxide Alarm (England) Regulations 2015
- 🏠 Smoke Detectors Act 1991
- 🏠 The Gas Cooking Appliance (Safety) Regulations 1989
- 🏠 Gas Safety (Installation and Use) Regulations 1998
- 🏠 The Electrical Safety Standards in the Private Rented Sector (England) Regulations 2020
- 🏠 Electrical Equipment (Safety) Regulations 1994
- 🏠 The Plugs and Sockets Etc. (Safety) Regulations 1994
- 🏠 The Construction Products Regulations 2013
- 🏠 Housing Health and Safety (England) Regulations 2005
- 🏠 The Equality Act 2010
- 🏠 The General Product Safety Regulations 2005
- 🏠 Furniture and Furnishings (Fire Safety) Regulations 1988 (as amended)
- 🏠 The Consumer Rights Act 2015
- 🏠 Consumer Protection Act 1987
- 🏠 The Landlord and Tenant Act 1985



**Please note the above is a guide, not a comprehensive list. The landlord is responsible for complying with all applicable legislation; and the safety of the property and the tenants. The landlord agrees to indemnify Tennants against any liabilities, expenses or penalties that may be suffered as a result of non-compliance of the property to legal requirements; or any injury or loss suffered by landlord, agent or tenant.**

### **HOMES (FITNESS FOR HUMAN HABITATION) ACT 2018**

Under the Homes Act 2018, landlords must ensure properties, including common parts where they have an estate or interest, are fit for human habitation at the beginning and throughout the tenancy. The Act states that there is an implied agreement between the tenant and landlord at the start of the tenancy that the property will be fit for human habitation.

**Tenants will now be able to take direct legal action if the landlord does not comply with the Act, without validation by a Local Authority.**

The new rules apply to all domestic tenancies granted or renewed on or after 20 March 2019 and affect tenancies in England only.

Existing fixed-term tenancies will fall under the requirements of the Act when they are renewed or become Periodic.

Periodic tenancies that commenced before 20 March 2019, came under the legislation 12 months after its commencement: on 20 March 2020.

The government has published a Guide for landlords:

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

## **FITNESS FOR HUMAN HABITATION**

Fitness for human habitation is defined in the Landlord and Tenant Act 1985, as amended by the Homes Act 2018 with effect from 20 March 2019. A property unfit for human habitation is 'so far defective in one or more of those matters that it is not reasonably suitable for occupation in that condition.'

'Matters' refers to: Repair; Stability; Freedom from damp; Internal arrangement; Natural lighting; Facilities for preparation and cooking of food; Water supply; Drainage and sanitary conveniences; Ventilation; and facilities for the disposal of waste water. **NB: The Homes Act adds to this list 'any prescribed hazard.'**

## **PRESCRIBED HAZARDS**

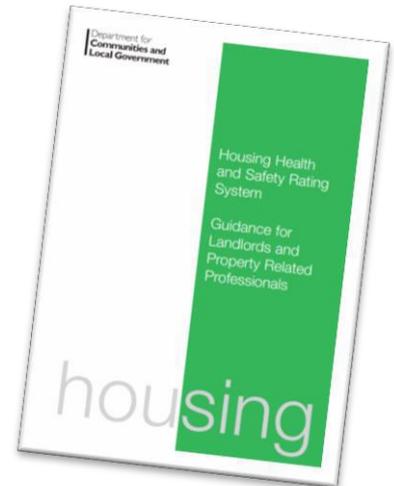
The Housing Act 2004 defines a 'hazard' as 'any risk of harm to the health or safety of an actual occupier of a dwelling or HMO which arises from a deficiency in the dwelling or HMO'.

There are 29 'prescribed hazards' listed in the Housing Health and Safety Rating System (HHSRS) as follows:

Damp and mould growth; Excess cold; Excess heat; Asbestos and Manufactured Mineral Fibres; Biocides; Carbon monoxide and fuel combustion products; Lead; Radiation; Uncombusted fuel gas; Volatile organic compounds; Crowding and space; Entry by intruders; Lighting; Noise; Domestic hygiene, pests and refuse; Food safety; Sanitation and drainage problems; Water supply; Falls associated with baths; Falls on level surfaces; Falls associated with stairs and ramps; Falls between levels; Electrical hazards; Fire; Flames, hot surfaces and materials; Collision and entrapment; Explosions; Ergonomics; and Structural collapse and falling elements.

The 72 page 'Housing Health and Safety Rating System Guidance for Landlords and Property Related Professionals' is essential reading for landlords to be aware of their obligations under preceding legislation and the Homes Act 2018. For example, on page 46 in section 21 'falling on stairs etc', it states: 'openings on stairs and in banisters should be less than 100mm' and that 'Handrails/banisters must be provided either side of the staircase'; and 'be 900-1000mm from the top of the handrail to the floor or pitch line'.

Please visit <https://www.gov.uk/government/publications/housing-health-and-safety-rating-system-guidance-for-landlords-and-property-related-professionals> to view and download the full document.



This HHSRS guidance includes on pages 43 and 44:

**'18 WATER SUPPLY** This is limited to the supply after delivery to the dwelling and concerned with water for drinking/cooking/washing/cleaning/sanitation. Health effects Main problems in the UK result from contamination of water: • Gastro-intestinal illness associated with drinking water – (campylobacter/cryptosporidium); • Respiratory infection – typically caused by legionella and commonest result of infection is an acute pneumonia (Legionnaires Disease) with 10 – 15 per cent of cases proving fatal. Appendix III 43 Preventive measures that can affect likelihood and harm outcomes: • Water pipework and storage facilities provided and maintained according to requirements of BS 6700; • Plumbing systems to meet requirements of Water Supply Regulations 1999; • Stored private drinking water supplies regularly sampled and analysed; • Tanks covered to prevent ingress of contamination (i.e. birds/insects etc.); • Appropriate materials used for pipework/storage tanks/fittings; and • Proper maintenance of water filters and softening systems. HAZARD ASSESSMENT • Visual examination of the installations and fittings within the dwelling for supply of water, then checking the water visually and for odours; • Quality; • In HMOs checks to be made on temperature of water in pipes/cold water cisterns, hot water vessels/tap discharge; water sampling as appropriate.'

The Homes Act 2018 Guide for landlords states:

**'There are no new obligations for landlords under this Act;** the legislation requires landlords to ensure that they are meeting their existing responsibilities with regards to property standards and safety.'

The landlord's obligations with respect to water safety include:

<http://www.hse.gov.uk/legionnaires/legionella-landlords-responsibilities.htm> which contains:

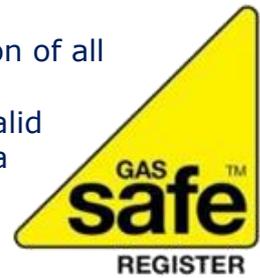
*'There has been no change to UK legislation. Since the **L8 Approved Code of Practice (3rd edition)** (ACOP) was published in 2001, there has been a requirement for landlords of both domestic and business premises to assess the risks from exposure to Legionella to their tenants.'*

**What you must do** The practical and proportionate application of health and safety law to landlords of domestic rental properties is that whilst there is a duty to assess the risk from exposure to Legionella to ensure the safety of their tenants, this does not require an in-depth, detailed assessment.'

It is therefore the landlord's responsibility to assess the risk and document the findings. Tenants can arrange a Legionella risk assessment on the landlord's behalf and can offer support without acceptance of liability if our advice is relied upon.

## **GAS**

It is a legal requirement for landlords to provide gas safety certification of all gas appliances and flues present in a rental property. A Gas Safe registered engineer must carry out the safety check annually and a valid certificate must be provided to the tenants at the commencement of a tenancy and after each check.



The Gas Safe Register™ is delivered under an agreement with the Health and Safety Executive (HSE).

The Smoke and Carbon Monoxide Alarm (Amendment) Regulations 2022, effective 01 October 2022, require landlords to ensure a carbon monoxide alarm is equipped in any room used as living accommodation which contains a fixed combustion appliance (such as gas or oil-fired boilers or heaters).

The alarms should meet the 'BS EN 50291' (or later revision) standard. If not mains-powered, then sealed-battery units are suggested to avoid tampering.

Although not specifically required by law for gas cookers or hobs, Tennants require that carbon monoxide alarms are installed where any gas appliances are present and additionally in locations where there are unused fireplaces or vents and there is any possibility the chimney could be in use elsewhere, such as adjoining properties.

## **ELECTRICAL SAFETY**

The "Electrical Safety Standards in the Private Rented Sector (England) Regulations 2020" came into force on 01/06/2020 and apply to all new and existing residential tenancies which are covered by The Housing Act. The electrical installations in rented properties must be inspected and tested by a qualified and competent person at least every 5 years.

Landlords must obtain a report (usually an Electrical Installation Condition Report or EICR) from the person conducting the inspection and test which explains its outcomes and any investigative or remedial work required.

Landlords must then supply a copy of this report to the tenant within 28 days of the inspection and test, to a new tenant before they occupy the premises; and to any prospective tenant within 28 days of receiving a request for the report.

This is the link to the government guidance for landlords:

<https://www.gov.uk/government/publications/electrical-safety-standards-in-the-private-rented-sector-guidance-for-landlords-tenants-and-local-authorities/guide-for-landlords-electrical-safety-standards-in-the-private-rented-sector>

The electricians we use would generally charge £120-£150 to provide an EICR and estimate for the cost of any remedial works. If the electrician finds a defect considered a risk of injury then that will be made safe at the time of the inspection.

Under this legislation local authorities have the power to carry out remedial works and charge the costs to the landlord. They can also impose financial penalties of up to £30,000. Failure to comply with the regulations could result in other consequences for a landlord:

- 🔧 Up to 6 months imprisonment
- 🔧 A banning order
- 🔧 Manslaughter charges in the event of deaths
- 🔧 Your tenant suing you for civil damages
- 🔧 Your property insurance being invalidated



## **PORTABLE & FREE-STANDING APPLIANCES**

All 'portable appliances' supplied by the landlord **must** be checked annually by a qualified electrician. Any defective appliances must be removed, made safe or replaced.

Landlords should consider carefully before any leaving and free-standing appliances for tenants as the responsibility for their upkeep is the landlord's. Even in situations where appliances are 'gifted' or the landlord specifically states they will not repair or replace them, it is considered that the legal position is: 'if supplied by the landlord under any circumstance – the repair responsibility is the landlord's'. This does not apply where a tenant has misused and or damaged an appliance. However, negligence on the part of the tenant could be difficult to prove.

## **SMOKE & CARBON MONOXIDE DETECTORS**

The Smoke and Carbon Monoxide Alarm (Amendment) Regulations 2022, effective 01 October 2022, extend the requirements of the Smoke and Carbon Monoxide Alarm (England) Regulations 2015. The regulations make it mandatory for all rented properties to have both smoke alarm(s) and carbon monoxide alarm(s) (where appropriate) which are 'in proper working order' at the start of any tenancy. For smoke alarms, the requirement is for a working alarm, either mains or battery-powered (compliant with British Standards BS 5839-6), to be present on **each storey** of the property, this includes entrances/stairways and half-landings where there may only be a bathroom or WC for example. Although carbon monoxide alarms are only legally required in rooms 'with a fixed combustion appliance (excluding gas cookers)', mindful of best practice and our own experience, Tennants extend that guidance to gas appliances and shared chimneys. Where hard-wired systems are not fitted, the regulations recommend 'sealed-for-life' units are installed, so there is no possibility of the batteries being removed.

Landlords will be responsible for repairing or replacing any faulty alarms throughout tenancies and should make an informed decision and choose the best alarms for their properties and tenants, with due regard for their residents' circumstances. For example, specialist smoke alarms and carbon monoxide alarms that alert by vibration or flashing lights (as opposed to by sound alerts) may be required for residents who are deaf or hard of hearing. Landlords should/must consider their duties under the Equality Act 2010.

Please note that under the regulations, heat alarms are not permitted as a replacement for smoke alarms.

## **FURNITURE AND FURNISHING FIRE SAFETY REGULATIONS 1988 (as amended)**

This legislation requires that no potentially hazardous materials may be present in the soft furnishings of a let property. We can arrange for verification of compliance by a local upholsterer or furniture supplier (charged according to number of items to be checked). More information is available upon request or direct from the DTI.

## **GLAZING**

The 'Constructions Products Regulations 2013' covers glazing. Any replacement glazing must be with safety glass in 'critical locations' as follows:

-  Bathroom areas
-  Any glazing that is less than 800mm from the floor
-  Any glazing that is less than 1500mm from the floor or within 300mm of either side of a door
-  Small glass panels (with a small dimension of up to 250mm and a total area of up to 0.5m<sup>2</sup>) need not be safety glass if they are thick enough (6mm in most cases), but it is recommended to use safety glass.

Whilst the landlord has no duty, even in 'critical locations', to replace existing non-safety glazing, there is a real risk that injury could result in a successful lawsuit. Tennants strongly recommend that any glazing in a property, including within furniture such as wardrobes, is checked for compliance and replaced with safety glass or coated with safety film prior to letting.

## **PROPERTY CONDITION CHECKS**

Our Property Condition Checks (PCCs) are only superficial visual assessments of property condition and no furniture is moved. We are not surveyors and do not accept responsibility to report latent, inherent, structural, or other defects.

Tennants are not risk assessors and do not accept liability for health and safety compliance of the property. The landlord must uphold all legal obligations. Observations and recommendations by Tennants are made without acceptance of liability.

We can arrange specialist inspections and risk assessments if required by the landlord, for which we may charge an arrangement fee based on our standard hourly rate of £60 including VAT.

Whilst we aim to do PCCs after the first 3 months of a tenancy and 6-monthly thereafter this may not always be possible and Tennants reserve the right to vary that schedule and attend properties at our discretion.

## **SERVICES AND COUNCIL TAX**

We notify local authorities of residents' names for Council Tax payments. We contact utilities and put gas, electricity, water and sewerage accounts into the tenant's name from commencement of tenancy; and in landlord's name for periods of vacancy.

BT and other phone/broadband/TV providers will only take instructions from named account holders. Landlords and tenants must open and close telephone/broadband/TV accounts.

TV Licence is the responsibility of the viewer.

## **TAXATION**

We recommend that all landlords seek advice from and retain the services of a qualified accountant before and during letting. Under the terms of the Taxation of Income from Land (non-residents) Regulations 1995, we will deduct Income Tax at the current rate from rents received for **overseas landlords** unless we receive an Exemption Certificate. For more information please go to [gov.uk](http://gov.uk) and search for 'nr11'.



## **OPTIONAL SERVICES:**

Provided via Alan Boswell Group and underwritten by Aviva, we offer 2 levels of service for landlords who would like added peace of mind.

## **LEGAL COVER**

### **Features and benefits:**

-  Up to £100,00 legal cover
-  Property owner's legal disputes
-  Rent recovery
-  Legal advice helpline
-  Nil excess
-  Cost = £99 inc. VAT per 12 months chargeable at the beginning of the tenancy, cover will continue if tenants change during the period.



## **RENT & LEGAL COVER**

This comprehensive service is available to landlords who would like protection against non-payment of rent and legal costs to evict tenants for breaches of the tenancy agreement.

### **Features and benefits:**

-  100% of the monthly rent (£2,500 per month maximum), paid for up to a maximum of 15 months.
-  Cover for the total rent, no matter how many tenants are on the tenancy agreement.
-  Legal cover of up to £100,000.
-  Legal advice helpline.
-  Nil excess
-  Cost = £320 inc. VAT per 12 months chargeable at the beginning of the tenancy, cover will continue if tenants change during the period.

## **INSURANCE CLAIMS**

We can submit and negotiate insurance claims where necessary subject to charges at our standard hourly rate of £60 including VAT.

## **COPIES OF STATEMENTS**

Extra copies of rental statements can be supplied. (Current charge £12 including VAT + 12p per copy including VAT).

## **REFURBISHMENT/MAJOR BUILDING WORKS**

On request we can arrange for internal/external redecoration, building work, double glazing etc after obtaining competitive quotations. An additional fee will be charged for this service based on our standard hourly rate of £60 including VAT.

## **CLEANING etc**

We can arrange to have the property cleaned if necessary prior to letting. An estimate can be requested.

We can arrange for payment of a gardener, window cleaner, ground rent, insurance premiums or service charges if requested by the owner in writing.



## ENERGY PERFORMANCE CERTIFICATES (EPCs)

Since 1st October 2008, in accordance with European Regulations, every property being marketed for letting purposes must have an EPC and every prospective tenant must be given the information when viewing a property as the rating is deemed to be a 'material fact' which may have an impact on their decision. A valid EPC is always given to tenants at the start of a new tenancy to comply with the 'Section 21' requirements. The EPC gives a rating for both the Energy Efficiency and Environmental Impact of the building assuming normal occupancy; and once obtained is valid for 10 years. Failure to provide/display an EPC can result in a fine of £5,000 administered by the local Trading Standards Service and effected through complaints.



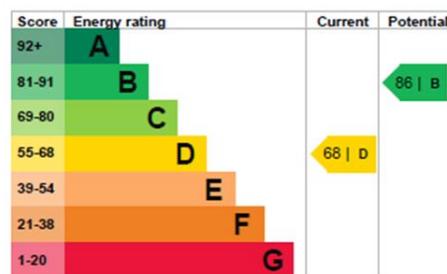
Since April 2018 there has been a minimum energy efficiency requirement for new lets and from 01 April 2020 the legislation affects all existing tenancies. The minimum standard is currently band 'E'. If the efficiency rating is below this band ('F' or 'G') the landlord will in most cases need to improve the energy efficiency of the property. In rare cases, some properties will be exempt for one or more reasons; such as being situated in a conservation area, being listed, or if improvements are simply not feasible. Exempt properties still have a valid EPC and must be added to The National PRS Exemptions Register. In some

circumstances funding may be available for properties falling within the lowest bands where cost-effective improvements can be made.

We use two local companies to carry out assessments: 'IDEA Southern Ltd' and 'NRG Performance Certificates Ltd', the cost is typically £70 to £80. Tennants can arrange on behalf of our landlords and do not make additional charges.

Tennants try to offer clients a choice in such matters so please let us know if you would prefer to make your own arrangements.

Please note that because the chart showing the Energy Efficiency Rating must be displayed on the marketing particulars of a property, if a valid EPC is not available on the register, we will instruct one of the two listed companies unless you have confirmed otherwise on page 2 of the Letting Instruction.



The graph shows this property's current and potential energy efficiency

Properties are given a rating from A (most efficient) to G (least efficient).

Properties are also given a score. The higher the number the lower your fuel bills are likely to be.

The average energy rating and score for a property in England and Wales are D (60).

### Breakdown of property's energy performance

This section shows the energy performance for features of this property. The assessment does not consider the condition of a feature and how well it is working.

Each feature is assessed as one of the following:

- very good (most efficient)
- good
- average
- poor
- very poor (least efficient)

When the description says 'assumed', it means that the feature could not be inspected and an assumption has been made based on the property's age and type.

Feature	Description	Rating
Wall	Cavity wall, as built, no insulation (assumed)	Poor
Roof	Pitched, 100 mm loft insulation	Average
Window	Fully double glazed	Average
Main heating	Boiler and radiators, mains gas	Good
Main heating control	Programmer, room thermostat and TRVs	Good

## **TENANCY DEPOSITS**

**In respect of Tenancy Deposits the following meanings apply:**



**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.

**“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.

### **1 Assured Shorthold Tenancy Deposits**

- 1.1 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.
- 1.2 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.
- 1.3 We are a member of the Tenancy Deposit Scheme (Insured and Custodial schemes) which is a government-authorised tenancy deposit protection scheme, administered by:

The Dispute Service Limited  
West Wing, First Floor  
Maylands Building  
200 Maylands Avenue  
Hemel Hempstead  
Herts  
HP2 7TG  
Phone: 0300 037 1001  
Web: [www.tenancydepositscheme.com](http://www.tenancydepositscheme.com)  
Email: [info@tenancydepositscheme.com](mailto:info@tenancydepositscheme.com)

1.4 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.

1.5 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.

1.6 If you do not give us written instructions that you want to make your own arrangements for deposit protection, we will transfer 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 in respect of the deposit if those instructions conflict with the Scheme rules.

1.7 The Scheme rules are available to view and download from [www.tenancydepositscheme.com](http://www.tenancydepositscheme.com)

## **2 At the end of the tenancy**

2.1 Either the landlord or 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.

2.2 If the other party responds saying that they agree to the repayment, the deposit will be repaid as per that agreement within 10 calendar days. If the other party responds saying that they do not agree to the repayment request, they can ask for the dispute to be resolved by our dispute resolution process.

## **3 How does the dispute resolution process work?**

3.1 TDS Custodial will invite the landlord to set out their claim and provide supporting documentation such as the tenancy agreement, check-in/check-out reports, invoices and quotations. TDS will then invite the tenant to view the landlord's evidence and respond to it, with the opportunity to submit their own supporting documentation.

- 3.1 contd. 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'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.
- 3.2 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.
- 3.3 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 that 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 the TDS website or from its 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 that 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.

Further information about adjudication is available free to download from [www.tenancydepositscheme.com](http://www.tenancydepositscheme.com)

- 3.4 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).
- 3.5 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.

#### **4 Consent to use personal information**

- 4.1 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.
- 4.2 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](http://www.tenancydepositscheme.com)).

## **5 Our duty to provide correct and complete information**

- 5.1 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.
- 5.2 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.

## **6 Where the tenancy is not an AST**

- 6.1 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.
- 6.2 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.
- 6.3 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.

## **7 Where you instruct us that you do not want us to protect an AST deposit**

- 7.1 If the deposit relates to an AST and you decide to register the deposit yourself, you must indicate this on the 'Letting Instruction' which scheme you will be using. We will notify you of the date we receive the deposit and the tenancy details, you will then need to register the deposit 'pending funds' before we can transfer the deposit to you. By law you must 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.

7.2 By law, you may not serve a notice seeking possession under section 21 of the Housing Act 1988 notice 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.

7.3 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 Joint Landlords**

8.1 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 Introduction Clients – TDS Custodial Scheme**

9.1 The tenancy deposit will be registered with and transferred to TDS Custodial unless the landlord indicates specifically on the 'Letting Instruction' that another scheme is to be used.

9.2 The landlord can join the TDS Custodial scheme (free of charge) and can then choose to have the tenancy deposit transferred into their TDS Custodial account so they can solely deal with the reconciliation of the tenancy deposit at the end of the tenancy.

9.3 At the end of the tenancy any proposals for deductions are submitted to the tenants via the TDS.

More details are available at <https://www.tenancydepositscheme.com/tds-custodial/>



## **DEPOSIT REGISTRATION AND OTHER FEES FOR INTRODUCTION SERVICE CLIENTS**

Landlords using our 'Introduction Service' need to pay close attention to the Housing Act 2004 requirements in respect of Tenancy Deposits.

We recommend you do some individual research into this important issue as there are legal and cost implications of the different schemes.

- 🕒 Assisting in the reconciliation of a Tenancy Deposit Dispute = £60 including VAT per hour.
- 🕒 To serve notices on behalf of 'Introduction Service' clients = £150 including VAT.

## **CONDITIONS**

1. The Landlord warrants that the property is made available in good lettable condition and complies with current safety legislation. Landlords should read the government's 'How to let' guide to understand their legal responsibilities. Tennants accepts no liability for the landlord's obligations, or claims and matters arising therefrom.
2. We aim to let the property with minimal periods of vacancy but cannot guarantee continuous occupancy, or accept any responsibility for the property while it is unoccupied.
3. For Managed properties we will hold a 'Maintenance Retention' of £200, to be deducted from the first month's rent of the tenancy. If the tenancy is paid in advance by three months or more we will hold a 'Maintenance Retention' of £500.
4. This Letting Agreement will only come into effect once the Agent ('Tennants') has received the 'Letting Instruction' and 'Owners Contact and Payment Details' completed in full by the landlord; and the landlord has provided Tennants with photographic I.D. and appropriate documentary evidence of ownership to satisfy the Customer Due Diligence (CDD) requirements of Tennants' Anti-Money Laundering Policy and Procedures.
5. **PLEASE NOTE** – We do not guarantee or indemnify our clients against the unauthorised or unlawful action of the tenants. It is always the owner's responsibility to take legal action and to instruct a solicitor. We are not qualified to give legal advice. Tennants cannot accept responsibility for non-payment of rent, damage or other default by tenants or any legal costs incurred by the landlord.
6. Where reference is made to our 'standard rate', this is £60 per hour including VAT.

7. Notice of variation: We reserve the right to amend the fees and charges outlined in these terms if necessary due to changing operating conditions. In such circumstances we would write to you informing you of the changes at least 1 month in advance.
8. Cooling off period: You have a right to cancel this Agreement within 14 days of signing it. You do not have to give any reason for cancelling but you must do so in writing or by email to: Mrs Alex Sheppard, Tennants - 22 New Upperton Road, Eastbourne BN21 1NU alex@tennants.co

Where you have requested that we begin to provide the services detailed in this Agreement immediately and you subsequently cancel this Agreement during the cancellation period, you accept that you will pay us any amounts that have properly become due to us under this Agreement in relation to services already provided on your behalf.

**The cancellation of this Agreement will not terminate a tenancy agreement and the right to cancel set out in this clause relates solely to this Agreement.**

9. This Letting Agreement can be terminated after the cooling off period by either party provided it is:
  - a) before a tenancy has been agreed, however, we reserve the right to charge our standard hourly rate for all time spent by Tennants.
  - b) at the end of a tenancy agreement that is in force, or
  - c) agreed by both parties in writing with a minimum of 2 months' notice expiring after at least 12 months from the commencement of an initial tenancy
10. Tennants reserves the right to cancel this Letting Agreement with immediate effect if the landlord will not make or fund improvements needed to comply with any legislative requirements.
11. Tennants reserve the right not to deliver services at our discretion as we consider necessary to comply with Public Health guidance or legislation.

The Landlord warrants that all the information they have provided to the Agent is correct to the best of their knowledge and belief. In the event that the Landlord provides incorrect information to the Agent, which causes the Agent to suffer loss or causes legal proceedings to be taken, the Landlord agrees to reimburse and compensate the Agent for all losses suffered.



## **OUR ACCREDITATIONS**



[www.arla.co.uk](http://www.arla.co.uk)

- We are an ARLA Propertymark agent - the UK's foremost voluntary industry body for letting agents.
- We are backed by ARLA's Client Money Protection (CMP) scheme
- We have experienced and trained professionals who are required to undertake regular training
- We are kept up to date with complex legislative changes and best practice
- We submit independently audited financial accounts to ARLA Propertymark
- Hold professional indemnity insurance



[www.tpos.co.uk](http://www.tpos.co.uk)

- We are members of a Government approved independent redress scheme -The Property Ombudsman



[www.tradingstandards.uk](http://www.tradingstandards.uk)

- We adhere to a nationally recognised Code of Practice



[www.tenancydepositscheme.com](http://www.tenancydepositscheme.com)

- We are members of the Tenancy Deposit Scheme ensuring tenants deposits we hold are fully insured and we work within the scheme's rules

## **OUR PRIVACY POLICY AND HOW WE HANDLE YOUR PERSONAL INFORMATION**

There are several legal bases we rely upon for collecting and processing your personal information including, but not limited to 'Contract', Legal Obligation' and 'Legitimate Interest'.

**Please view our Data Protection & Privacy Policy on our website [www.tennants.co](http://www.tennants.co) or ask us for a paper copy.**

Tennant Property Lettings Ltd trading as Tennants – Registered in England No. 4453368  
Registered office: Railview Lofts, 19c Commercial Road, Eastbourne BN21 3XE – VAT No: 461 7154 52

Tennants Terms and Conditions of Business February 2023

## A COMPARISON OF OUR SERVICES

 <b>TENNANTS</b>	<b>INTRODUCTION</b> Cost: 1 month's rent inc. VAT	<b>FULL MANAGEMENT</b> Cost: 12% of monthly rent inc. VAT + 30% of first month's rent New Tenancy Fee inc. VAT
🏠 Marketing and accompanied viewings	✓	✓
🏠 Referencing and Tenancy Agreement	✓	✓
🏠 Registration of Tenancy Deposit	Optional	✓
🏠 Check-in and meter reading	✓	✓
🏠 Notification of utilities/local authorities in writing	✓	✓
🏠 Collection of rent and transfer of payment to landlord	-	✓
🏠 Property condition report/inventory	Optional From £90, no vat Dependent on property size/rent	Non-optional From £90, no vat Dependent on property size/rent
🏠 Property Condition Checks	-	✓
🏠 Maintenance & Repair	-	✓
🏠 Check-out	-	£72 including vat
🏠 Reconciliation of tenancy deposit	-	✓
🏠 Serving of notices	-	£72 including vat
🏠 Legal cover (12 months)	-	Optional £99 inc. vat
🏠 Rent guarantee & legal cover (12 months)	-	Optional £320 inc. vat

Other optional services and add-ons are available as detailed in our Terms & Conditions of Business