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Harrison Edge
Estate Agents

LANDLORDS
LETTINGS & MANAGEMENT
PORTFOLIO

Edition: January 2024

Harrison Edge offer a **LET ONLY** or **FULL MANAGEMENT SERVICE** both of which are explained in detail on the pages that follow:

FOR FURTHER INFORMATION PLEASE CALL

Harrison Edge
Estate Agents

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naea | propertymark

PROTECTED

GENERAL INFORMATION

Harrison Edge
Estate Agents

RENT

We advise that the rent is charged to a tenant exclusive of council tax, water, gas, electricity and telephone charges, these being the responsibility of the tenant. Any service charges (including management company charges, or ground rents) are the responsibility of the landlord (unless otherwise agreed). Unless otherwise specified the rent will be paid calendar monthly in advance.

ENERGY PERFORMANCE CERTIFICATE

From 1st October 2008 it became law for all rented property, at the commencement of a new tenancy, to possess an Energy Performance Certificate (EPC). The certificate records how energy efficient a property is as a building and provides A-G ratings. These are similar to the labels now provided with domestic appliances such as refrigerators and washing machines. It is illegal to Let a property with an Energy Performance Rating lower than an 'E' including Listed Buildings. An exemption process does exist for Listed Buildings and this can be discussed.

HOMELET

HomeLet is the market leader in providing services and products to letting agents. Their aim is to work in partnership with us to deliver outstanding service and bespoke products to our clients.

They have a broad range of tenant referencing products to assist in the selection of the right people for the right tenancies in a thorough and efficient manner.

In addition HomeLet has an outstanding range of insurance products designed specifically to safeguard clients from the pitfalls of being a Landlord.

HOUSING BENEFIT

For tenants who are in receipt of Housing Benefit, payment is made in arrears by the Local Authorities direct to the Tenant. The Authorities also have the right to reclaim payments made in error or claimed fraudulently, and the Landlords are legally bound to repay such monies on demand.

MORTGAGED PROPERTY

If the property in question is subject to a mortgage, the Landlord must obtain permission from the appropriate lender before a tenancy agreement can be entered into including exclusions that might exist concerning housing benefit applicants or similar.

BUILDINGS AND CONTENTS INSURANCE

Landlords must contact their existing insurance companies to ensure they will be covered, should the property be let to tenants including exclusions that might exist concerning housing benefit applicants or similar. Homelet can provide comprehensive Buildings and Contents Insurance designed specifically for rented property. Landlords are recommended to continue both their buildings and contents insurance.

POST

Tenants will be asked to redirect post, but in order to ensure safe and speedy passage, we recommend that Landlords make arrangements with Royal Mail to have all post redirected. It is not Harrison Edge responsibility to redirect mail.

INCOME TAX

Rent received from letting of property is deemed to be 'income' and as such is usually taxable. Various costs, including our fees can be set off against tax payable and in respect of tax affairs, we recommend Landlords consult with an accountant. This is particularly important to Landlords who reside overseas.

OVERSEAS LANDLORDS

Harrison Edge are required by law to deduct income tax at the current standard rate, from net income, unless an exemption certificate has been issued by the Revenue. In the case of joint owners – **ALL** parties must complete Form NRL1 and gain exemption. Failure to do so will result in tax being deducted from income on a proportional basis. The tax deducted is paid to the Inland Revenue on a quarterly basis, the charge for this is £240.00 inclusive of VAT per quarter. Please note Harrison Edge will supply full details of income and expenditure on your account but are unable to complete any returns necessary.

PROPERTY CONDITION

We request that Landlords leave their properties in a clean and tidy state throughout. This will enhance the quality of the tenant interested in the property and set a precedent for the condition of the property when the tenants vacate. All contents in particular the appliances must be in good and safe working order. Should any contents left in the property breakdown and need repair, or replacement; it is the responsibility of the Landlord at his/her cost to rectify the situation, (unless the situation arises out of the tenant's misuse). If Harrison Edge are instructed to manage the property, the management team can make arrangements for such repairs.

GARDEN

Due to the specialised knowledge required, this company does not provide an inventory noting trees and shrubs individually, or their age or condition. Only a summary of the general presentation of the garden is possible. Tenants are not necessarily "green fingered" and can only reasonably be expected to cut lawns, trim hedges and weed borders. Landlords who are concerned about the upkeep of well-stocked gardens, may wish to employ a gardener to regularly maintain the garden. This may of course be reflected in the rental charged.

CONTENTS OF THE PROPERTY

There is no specific criteria in relation to contents that should be left in a property that is rented out.

As you would imagine, prospective tenants will often have contents to bring to the property. However, we recommend that carpets, curtains, light fittings, cooker and fridge are provided as minimum.

SAFETY REGULATIONS

Government legislation concerning rented accommodation require Harrison Edge, as Letting and Management agents, to make Landlords aware of their responsibilities in key areas.

Gas Safety (Installation and Use) Regulations 1998

As managing agents, we must ensure that annual safety checks are made on all gas appliances in the property. A Gas Safe Registered Engineer who is trained and assessed in ACS every five years will need to be appointed to service and check all gas appliances for safety on an annual basis and prior to the initial tenants commencing.

Electrical Equipment (Safety) Regulation 1994 The Landlords & Tenants Act 1985

The above Regulations and other provisions of the Electricity at Work Regulations 1989, and the Health and Safety At Work Act 1974, are already in place to put a responsibility on the Landlord and the managing agents, to ensure that all electrical installations/appliances are maintained so as to prevent danger to tenants in rented property. To ensure that anything you are leaving is compliant and safe, we are able to instruct the appropriate contractor to carry out the necessary tests.

Under Part 5 of the Housing and Planning Act 2016, provision was made to allow for legislation to be created for electrical safety standards in private rented property.

[The Electrical Safety Standards in the Private Rented Sector \(England\) Regulations 2020](#) have now been published.

The regulations commence 1st June 2020 and new tenancies (including renewals) which commence on or after 1st July 2020 must comply and from 1st April 2021 for all existing tenancies. The regulations apply to England only.

The Smoke & Carbon Monoxide Alarm (England) Regulations 2015

The Department of Environment has brought out new regulations governing the installation of Smoke Detectors in New Homes, and these are incorporated into Building Regulations 1991.

All NEW homes must be fitted with mains operated smoke detectors. They must be installed on each floor and interlinking.

It is a legal requirement for smoke & carbon monoxide detectors to be installed on every floor of your property.

Where detectors are fitted, it is important that they are regularly checked, especially battery operated devices, and fitted in a horizontal position.

It is the Landlord's responsibility to ensure all detectors are in working order at the commencement of a tenancy. It is then the tenants responsibility to replace the batteries.

Furniture and Furnishings (Fire) (Safety) Regulations 1988 as amended 1993

In March 1993 the Furniture and Furnishings (Fire) (Safety) (Amendments) was introduced to furnished Lettings. These Regulations require that upholstered furniture supplied in a furnished let must meet all fire-resistant requirements of the Regulations. Whilst regulations are fairly complex, they essentially make it an offence to "supply" any furniture which has not passed the specific tests.

These tests are known as the "cigarette test", the "match test" and the "ignitability test".

Exclusions are as follows: -

- Furniture manufactured before 1st January 1950, antique and period furniture is therefore excluded.

Harrison Edge are able to arrange the necessary safety checks on your behalf at a cost of £150.00 plus VAT for each check.

Legionella

The landlord is responsible for ensuring the Premises are compliant with Health & Safety Executive form ACOP 18 'The Control of Legionella Bacteria in Water Systems' at the start of and throughout the tenancy. This is done via the Landlord properly undertaking a Legionella risk assessment and, if necessary, making any required changes to the water system at the premises.

LANDLORD'S OBLIGATIONS

The Landlord's repairing obligations and other duties are contained in the **Landlord and Tenant Act 1985 section 11**. Landlord's have certain statutory duties with regard to repair.

- The structure of the property in good repair, condition and working order, including the drains, gutters and downpipes;
- The installation for gas, electric and water in good repair and working order;
- The sanitary appliances in repair and working order;
- The installations for heating water and space heating in good repair and working order.

Any repairs should be made promptly.

The tenant should be given at least 'twenty-four hours' notice in writing if the Landlord wishes to gain access to the property to make any repairs excluding emergencies. If the tenant refuses access then neither the Landlord nor Harrison Edge, as Agents, can enter the premises.

UTILITY SERVICES, WATER AND LOCAL AUTHORITY NOTIFICATION

The utility services, water authorities and the local authority should be contacted in writing at the commencement of the term notifying them of the change of occupier. We advise that Harrison Edge are unable to enter into a contract for the supply of utilities, on behalf of a third party, the contract is between the occupier and the utility company.

PROPERTY HANDOVER

1. The tenants will sign the Tenancy Agreements, which will be witnessed by Harrison Edge.
2. At least one months rent in advance will be secured from Tenants. After provision for our fees, the net balance of funds will be forwarded to the Landlord in accordance with their instructions.
3. A deposit will be secured from the tenants to a maximum amount equivalent to 5 weeks rent, where total annual rent is less than £50,000. The deposit will be held by Harrison Edge in a designated client's deposit account for the duration of the tenancy and will be returned provided the tenants conform to the conditions of the tenancy agreement. Harrison Edge Ltd belong to the Propertymark Client Money Protection Scheme. The deposit will be registered with mydeposits, a Non Custodial Tenancy Deposit Protection Scheme operated by Tenancy Deposit Solutions Ltd appointed by Communities and Local Government. A cost of £180.00 inclusive of VAT is applicable.
4. The tenants will be provided with one full set of keys and at least one additional entrance door key (as supplied by the Landlord). If requested, a spare set of keys will be held by Harrison Edge (for managed properties only) for a fee of £60.00 inclusive of VAT.
5. For Let Only properties Harrison Edge will supply the tenant with the Landlord's contact details.

Tenants Deposits

In accordance with current legislation where Harrison Edge hold Tenant deposits they are held in accordance with the terms of mydeposits, details of which are available from the offices of Harrison Edge or www.mydeposits.co.uk. The deposit will be held for the duration of the tenancy in the Harrison Edge Clients Account located at HSBC Mount Street Diss Norfolk. Deposits will be returned to the Tenants providing they conform with the conditions of the tenancy agreement and subject to any ruling from the adjudicator. Any interest accrued will be retained by Harrison Edge. Where the Landlord holds the deposit they must be registered to do so by one of the HM Government approved schemes and have given the necessary information to Harrison Edge.

Client Money Protection

CMP is a scheme that reimburses landlords and tenants should a letting agent misappropriate their rent, deposit or other client funds. It has long been a requirement for Propertymark members to have CMP and has been a legal requirement for all letting agents since 1 April 2019. Harrison Edge Estate Agents being Propertymark members are in the redress scheme operated by Propertymark and Client Money is therefore protected by Propertymark.

SCHEDULE OF FEES/CHARGES

1. **Commission Rate (Full Management):**

Management Fee: 14.4% incl. VAT (charged monthly from the gross rent before any allowances)

Letting Fee: 14.4% of 12 months rent incl. of VAT, Minimum fee £1000 inclusive of VAT (in advance to cover marketing and legal costs)

Inclusive with our terms we will: -

○ Inspect the property and advise regarding the rental to be charged.	○ Collect rent on a monthly basis.
○ Prepare particulars of letting.	○ Deal with any queries from the tenant.
○ Market the property and erect a letting board if required.	○ Prepare inventory and schedule of condition.
○ Take up references as appropriate from the prospective tenants.	○ Check tenant in.
○ Prepare a Tenancy Agreement.	○ Serve a statutory notice to quit.

2. **Commission Rate (Let Only):**

Fee: 14.4% of 12 months rent incl. of VAT, Minimum £1000 incl. of VAT (in advance)

Inclusive with our terms we will: -

○ Inspect the property and advise regarding the rental to be charged.	○ Conduct accompanied Viewings of the property.
○ Prepare particulars of letting.	○ Prepare a Tenancy Agreement.
○ Market the property and erect a letting board if required.	○ Provide the tenant with your contact details.

3. **Other Services and Fees for Let Only Properties: -**

- Preparation of Inventory Fee: £180.00 incl. VAT
- Schedule of Condition: Fee: £180.00 incl. VAT
- Tenant Check In: Fee: £90.00 incl. VAT
- Take up References of each prospective Tenant Fee: £156.00 incl. VAT

- If requested, arrange a tradesmen to attend at the property: Fee: £90.00 incl. VAT (on each occasion)
- Mid tenancy property inspection: Fee: £150.00 incl.VAT
- Serve a statutory Notice to Quit: Fee: £90.00 incl.VAT

4. ***Additional Fees for All Properties: -***

- Registration and holding of Tenants Deposit with mydeposits. Fee: £180.00 incl. VAT
- Arrange gas safety inspections: Fee: £180.00 incl. VAT
- Copy statements and extra copy of documents including: Tenancy Agreement, Inventory & Schedule of Condition. Fee: £30.00 incl. VAT
- Arrange Energy Performance Certificate Fee: £150.00 incl.VAT
- Hold spare set of Keys to property. Fee: £60.00 incl. VAT
- If requested, make any changes to the tenancy agreement: Fee: £90.00 incl. VAT
- Attendance at legal proceedings:
 - Director Fee: £180.00/Hr incl VAT
 - General Agency Staff Fee: £90.00/Hr incl. VAT