

THE LANDLORD'S GUIDE TO SUCCESSFUL LETTING



WELCOME TO THE GUIDE TO SUCCESSFUL LETTING

This guide is intended to be read alongside our 'Agreement for Letting Services' and provides more detail of our services and some useful information.

It aims to provide you with advice for successfully letting residential property, including a summary of relevant legislation and regulations.

It also includes details of insurance policies which are available through us to protect your property (and its contents) and to provide protection for loss of rental income and help towards legal expenses, where a tenant defaults.

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WHAT RENT TO AIM FOR

We will be happy to advise you on the current market rental value for the property. Please note that normally the tenant is responsible for outgoings such as gas, electricity, water (including sewerage and environmental charges), telephone, other fuel and council tax, and you will be responsible for outgoings such as service charges and ground rent.

PREPARING YOUR PROPERTY FOR LETTING

There may be steps you could take to improve the prospect of a successful letting and to increase the rent. Ideally, the property should appear in good order externally and inside, be thoroughly cleaned and any necessary refurbishment and repairs carried out before prospective tenants are shown the property. We recommend neutral colour schemes and professional cleaning, as well as clearing the property of all personal effects. We can also advise on what furniture should be left in the property. The aim is to make it easier for tenants to imagine themselves living there and helps the property to appeal to the widest possible audience.

For further advice on how to ensure proper evidence of cleaning and condition please refer to the information on check-in and check-out later in this guide. You will also need a current Energy Performance Certificate (EPC) for the property and an EICR. Both EPC and EICR requirements are covered in more detail later.

CONSENTS TO LET YOUR PROPERTY

If your property is subject to a mortgage, or is held by you on lease, you may be required under the terms of the mortgage or lease to ask the mortgage company or the freeholder (or head lessor) for permission to let the property. If you are unsure about your position or how to go about asking for permission then it is advisable to speak to a solicitor.

It will be a term of your buildings and contents insurance that you advise your insurer of your intention to let. Some insurers will not permit this or will require extra premiums or an increased excess. Specialist insurance for let properties, to include landlord's public liability cover is available through us and details are provided later in this guide.

LICENCE AND/OR PLANNING PERMISSION REQUIREMENTS

Licensing and/or planning permission requirements are unlikely for the letting of a normal residential property to one occupant or family but if you have any doubt about the permitted occupancy of your property you should seek professional advice. Where you are letting in circumstances where the property will be a 'house in multiple occupation' (HMO) then many local authorities require registration of the landlord and licensing of the property. We can advise you whether the property is likely to qualify as an HMO and whether any registration or licence is required. More details are provided later in this guide.

There are numerous other legislative and regulatory requirements, some with significant penalties, for a landlord of residential property. It is very important that you are aware of these and we will provide a summary later in this guide.

MARKETING YOUR PROPERTY

You will want your property to be marketed as soon and as widely as possible, but it is not lawful to start marketing without a current EPC (which we can arrange for you) which has to be provided to prospective tenants.

You are not able to legally market or rent out a property with an EPC rating of F or G under the Minimum Energy Efficiency Standards (MEES). More details are provided later in this guide.

We will undertake a number of checks to ensure compliance with money laundering regulatory requirements and best practice.

We market to all applicants registered with us and we will also display your property on our own website, as well as Rightmove. We will erect a 'to let' board but please note that in certain circumstances you may need consent for this from persons with an interest in the property. There may also be restrictions in place under bye-laws or where the property is in a conservation area.



THE RIGHT TENANT

It is very important to check, as far as possible, that the prospective tenant has permanent employment or other secure income and a satisfactory credit history. It is not possible to guarantee that a prospective tenant will not default, or damage the property, or cause other problems, but the tenant should be required to complete a detailed application form (including providing employer and landlord references if possible) which should be provided to a reputable tenant assessment and credit referencing agency for processing. Sometimes the tenant may need to offer a separate guarantor who will also need to be assessed carefully. We will arrange this for you and you will be provided, on a strictly confidential basis, with a copy of the report (which will not contain background, verification of bank details or criminal record checks).

We are not responsible for the accuracy of any information contained in the references nor do we warrant that a tenant is suitable and/ or will perform the obligations contained in the tenancy agreement.

We will not make a recommendation, and the decision whether or not to accept the tenant is yours. Where circumstances permit we recommend that the landlord meets the prospective tenant.

Upon completion of the referencing process we will pass the references to you for approval before entering into the tenancy agreement. We will not enter into a tenancy agreement until you instruct us to do so.

Under the Immigration Act 2014 all landlords now have the legal responsibility to carry out a 'Right to Rent' check to ensure that a prospective tenant and other permitted adult occupiers have the right to live in the UK. We can assume responsibility where, as part of the services provided under this agreement, we undertake prospective tenant referencing on your behalf as set out above, we will assume responsibility for carrying out the initial right to rent checks.

Additional follow up checks will be required when either your tenant's right to rent expires or a permitted occupant or tenant changes during the tenancy. Where you have instructed Full Management service, we will undertake these additional follow up right to rent checks on your behalf.

Where you have selected our Tenant Introduction, or Rent Collection service, you hereby accept full responsibility for carrying out any further right to rent checks that might be required under the Immigration Acts of 2014 and 2016 for any prosecution, fines and potential prison sentence for failing to comply with this legislation.

In addition the Immigration Act 2016 introduces the obligation for landlords to evict any tenant whose time-limited Right to Rent has expired and not been renewed, and has introduced new rules to facilitate this.

We will charge you a fee once the tenant(s) have signed the tenancy agreement for carrying out both the referencing and the Right to Rent checks for the tenancy the cost to you is set out in the *'Agreement for letting services' Additional Charges*. You will not be charged for any tenant's failed application.



THE TENANCY AGREEMENT

For a residential letting the agreement used is normally an 'assured shorthold tenancy' (AST). The tenancy agreement is of course a contract binding on you and your tenant and you should ensure you are familiar with its terms.

You should be aware that there are also several important statutory obligations upon landlords as explained later in this guide.

It is very important to use an up-to-date and properly drafted tenancy agreement and to ensure that the form used is relevant to your particular let. It may be that your mortgagee, or superior lessor or landlord, will require certain terms to be inserted. If you are in any doubt you should speak to your solicitor. Subject to that we will provide a form of agreement which is regularly reviewed and updated by specialist lawyers. The cost to you is set out in the '*Agreement for letting services*' *Additional Charges*. We cannot accept responsibility for a tenancy agreement (or for any other documents) introduced by another party (e.g. by you, a tenant, a relocation company, or a solicitor) and which we have not prepared. We can, however, arrange for such a document to be checked for you (see '*Additional Charges*').

You will need to decide on the term of the tenancy, our recommended initial term is for twelve months. The longer the term the longer the period for which you can rely on the rental income (assuming the tenant does not default). However you may have reasons for wanting to recover the property within a particular time frame and it is also important to bear in mind that the landlord is unable to increase the rental during a contractual term.

Later in this guide we explain what options are available to you when the contractual term expires and the circumstances in which you can increase the rent or recover possession (including where the tenant defaults).

Our '*Agreement for letting services*' provides authority for us to sign the tenancy agreement on your behalf although we will not do so until we have your written instructions that you are happy with the prospective tenant.

If you have chosen our Full Management or Rent Collection service you agree to notify us of any change in your address so that we may inform the tenant as required under the 'Landlord and Tenant Act 1987'.

TENANT DEPOSITS

In England, the Tenant Fees Act 2019 restricts the deposit that can be taken to 5 weeks rent, (6 weeks if rent exceeds £50,000 p.a.), and when an existing tenancy is renewed the deposit should also not exceed 5 weeks with any excess refunded to the tenant.

In Wales the Renting Homes (Fees etc) (Wales) Act 2019 currently sets out no restrictions on the level of the Deposit.

Tenants should be required to provide a deposit or where available a deposit substitute for example a deposit replacement guarantee product or a guarantor who will stand as surety for the deposit. We are registered with the Government approved Deposit Protection Service which is designed to hold and protect tenant deposits. When we receive a tenant's deposit on your behalf, we will serve the Prescribed Information Notice and comply with the initial requirements of the Tenancy Deposit Scheme on your behalf, (see '*Additional Charges*'), 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 section 21 of the Housing Act 1988 cannot be served on a tenant whose deposit is not protected under the deposit protection legislation. A tenant and certain other persons affected (Relevant Persons) 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 Persons 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 at www.depositprotection.com

Deposit Replacement Guarantee Product

Where, following an introduction by Gascoigne Halman, the tenant purchases a Deposit Replacement Guarantee Product ("Deposit Guarantee") and the Tenant maintains the Deposit Guarantee throughout the rental period in substitution of the Cash Deposit referred to in "Our Services" clause 4:

- we shall be entitled to receive a commission payable by the Deposit Guarantee provider;
- the Landlord accepts that the Deposit Guarantee will be subject to the terms of the Deposit Guarantee, copies of which are available on request and
- we shall as soon as reasonably practicable inform the Landlord in the event the Deposit Guarantee is cancelled, in which case we shall, at the request of the Landlord, seek to collect the Cash Deposit from the Tenant.

Time limit for submitting a dispute to Alternative Dispute Resolution

The time limit for sending a dispute to the Tenancy Deposit Scheme for Alternative Dispute Resolution (ADR) is 3 months from the end of the tenancy in all cases. If no claim for ADR has been submitted within that time, the parties will need to negotiate a settlement or use some other means of resolving their dispute (for example, court proceedings).

Where the tenancy is not an assured shorthold tenancy

In this case the deposit does not have to be protected by law. However, the Tenancy Deposit Scheme will make its independent alternative dispute resolution service available.

If a dispute arises, 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 and the tenant must consent in writing to the proposed method if all want to proceed (if not, 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.

Inventory

If it becomes necessary to take advantage of Tenancy Deposit Scheme dispute resolution service (or any other form or arbitration) you will need to provide evidence for your deposit deductions claim. This will usually include a comprehensive inventory, check in and check out report, together with signed schedules of condition. Awards can be automatically made in favour of the tenant, if such evidence cannot be provided.

Where you have elected not to have an inventory and schedule of condition, we will not respond on your behalf to the Tenancy Deposit Scheme in answer to your tenant's registration of a dispute.

If we don't hold a deposit

If you instruct us not to hold your tenant's deposit for an assured shorthold tenancy, then we will not collect or handle the deposit on your behalf. We will require you to provide us with evidence as to which other tenancy deposit protection scheme will protect the deposit and then ask the tenant to pay the deposit directly to you.

You must in such circumstances provide your tenant with the statutory 'Prescribed Information' and a copy of your chosen scheme's rules and register or lodge the deposit with your chosen scheme within 30 days of its being received by you (whether the funds have cleared or not). If you do not do so then the tenant can take legal action against you in the County Court which may result in an order that you must repay the deposit to the tenant or lodge it with an approved custodial scheme. In addition, you can be ordered to pay compensation to the tenant of an amount up to three times the original deposit. You will be unable to serve a notice to end the tenancy and to enable you to commence possession proceedings until you have complied with such an order.

Where you have instructed us not to hold your tenant's deposit our standard form of tenancy agreement will not comply with the rules of the deposit scheme you have chosen. It will be your responsibility to ensure your tenant is provided with appropriate Prescribed Information, along with the scheme rules, and the protection certificate. You must also ensure that the necessary clauses are included in the tenancy agreement.

You should consult your deposit scheme provider to ensure full compliance with their scheme and the statutory requirements. Should the tenant pay the deposit to us in error before the start of the tenancy and you are a member of an approved deposit protection scheme you must provide us with proof of membership and a copy of the deposit protection certificate before we will release the deposit to you.

If you are not a member of such a scheme we will send you a cheque for the amount of the deposit made payable to the relevant custodial scheme for you to forward to them.

In either case you must meet all the deposit protection requirements within 30 days of its having been initially received by you or your agent.

COLLECTION OF INITIAL RENT AND DEPOSIT

The agreement will of course specify the monthly rental (and that this is payable in advance) and the tenant's deposit. It is very important that, before the tenancy commences and the tenant is let into the property, the tenant has paid the first month's rent and the deposit. Where you have selected our services we will arrange this.

RENT PROCESSING DURING TENANCY

The following information applies where you have selected our Full Management or Rent Collection service. After collecting the initial rent payment, we will continue to process the rents received from your tenant throughout the tenancy. We will deduct any fees or expenses due, and electronically forward any balance due to you to your nominated UK based bank account via the bank “faster payment system”, where this is possible. We will endeavour to action all payments within two working days of the rent due date and being notified that the funds have cleared into our account. (Please remember that bank clearing times are usually three working days, but this may vary). bank account. Where we are instructed to make payments into a Non-UK bank account, this will attract an additional fee to reflect the increased cost and administration of such transfers. (See fee set out in ‘*Additional Charges*’). You will need to provide us with details of a UK bank account. A full statement of account will be sent to you after the end of each month, so long as there has been activity on your account during that month. For speed and convenience we will email statements to you, so please supply us with an email address for this purpose. There will be a charge if you wish us to send hard copy statements in addition to the emailed ones (see ‘*Additional Charges*’).

Where we are processing the rent and rent payments are late, we will issue reminder letters to your tenant(s) as follows: 7-9 and 14-16 working days after the due date. After 28-30 working days, a final reminder is sent advising the tenant that legal action may be taken. At this time, we will contact you and ask for your instructions, but we will not be actively chasing your tenant for outstanding rent after this time. You may wish to deal with the matter yourself or consult a solicitor.

Please understand it will always be your responsibility to take legal action, instruct a solicitor or protect your position. We can suggest a suitable firm of solicitors on request. Should you choose to deal with the matter yourself, we will assist you where possible, but once a solicitor has been instructed we will take no further action other than assist where appropriate.

Please note we will not be held responsible if your tenant fails to pay the contractual rent.

*If you have taken out Rent and Legal Protection insurance you may have a claim on the insurance against your loss of rent and legal expenses subject to time limits and the terms and conditions of the policy. Please see the explanation later in this guide of the policies available and the relevant terms in the ‘*Agreement for letting services*’.*

INCOME TAX

Under current UK tax legislation you have an obligation to declare all rental income received on any property in the UK to H M Revenue & Customs (HMRC).

For all landlords (where we process rent), we will provide you with a statement of income and expenditure on an annual basis to help you with your tax situation (see ‘*Additional Charges*’).

Resident landlords

Under the Finance Act 2011, paragraph 18 of schedule 23, we have a legal obligation to inform HMRC of all rent collected on behalf of landlords by tax year (see ‘*Additional Charges*’).

Non-resident landlords

A letting agent for a non UK resident landlord (or the tenant where there is no letting agent and the rent is more than £100.00 a week) must deduct tax at the basic rate from the landlord’s rental income unless HMRC permits payment without deduction.

Online non-resident landlord forms

Under the Non-Resident Landlords Scheme (NRL), landlords can apply directly to HMRC - Charity, Assets & Residence – Residency Dept. - for approval to receive the rent without tax being deducted, by completing an online NRL form. NRL1i for individuals, NRL2i for companies, NRL3i for trustees. These online forms are available on the HMRC website: www.hmrc.gov.uk/international/nr-landlords.htm.

The old paper based NRL forms are no longer available, applications can only be made online.

Separate applications have to be made by each owner of a property, including husbands and wives. Applications can be made any time, including before you leave the UK, or before the tenancy has started. If HMRC grants an approval they will write directly to us and issue us with an approval number for you – this is the only way we can stop retaining tax. Where approval is granted, this does not mean that the income is exempt from UK tax, only that tax does not have to be deducted prior to payment. The approval is not transferable and must be in the name of the current letting agent handling the rent.

Where we are processing the rent and are required to deduct tax, we will submit quarterly and annual returns on your behalf and prepare the final certificate. We will make a quarterly charge for doing this (see ‘*Additional Charges*’). Although you may give a ‘c/o address’ for correspondence, we are required by HMRC to hold your actual residential address on file.

Where HMRC has issued an Approval to a Non-Resident Landlord, we are required to submit an annual return to HMRC, and we will make an annual charge for this submission (see ‘*Additional Charges*’).

Our ‘*Agreement for letting services*’ explains what requirements have to be met before we are permitted to account for rent to landlords resident overseas without deduction of tax. If you would like further information relating to the Non Resident Landlords’ Scheme (NRL) please let us know or talk to your accountant.

INVENTORY/CHECK IN/OUT PROCEDURE AND CLEANING

We strongly recommend that an inventory of contents and schedule of condition is prepared before a tenancy starts. This provides vital evidence in the event that the tenant is found to have caused any damage or removed any items and for that reason it is best to employ a professional inventory clerk. Without a credible inventory it may be very difficult to make any court claim against the tenant for damage or theft and the landlord's attempt to claim against the tenant deposit may be rejected. However please note that normally the inventory does not include the testing of appliances, testing the central heating system, or moving furniture.

We can recommend and instruct an inventory company to provide you with the best possible service. You would first be asked to approve the cost which varies depending on the size of the property. The landlord pays for the preparation of the inventory (a copy of which should be provided to and if possible agreed with the tenant) and the cost of checking the inventory at the beginning and end of the tenancy.

We strongly recommend that the property is professionally cleaned prior to the commencement of the tenancy, so that this can be noted in the schedule of condition. Without this it is becoming increasingly difficult to make any claim against a tenant's deposit for cleaning at the end of a tenancy. We also recommend that the receipted invoice for any pre tenancy cleaning is retained as additional proof. This will set the required standard of cleanliness for the property on the termination of the tenancy, subject of course to wear and tear.

COUNCIL TAX AND UTILITY SUPPLIERS

Council tax will normally be paid by the tenant, however, please note that you will remain liable for payment of council tax where you retain any part of the assessed property for your own use or where the letting is categorised as a house in multiple occupation (HMO). In such cases it is important that the tenancy agreement provides for appropriate contributions to be recovered from the tenant(s). This also applies if the property is not the sole or main residence of the tenant.

A landlord will also be liable for council tax if part of the property is retained or the initial fixed term of the tenancy is for less than six months or the tenancy is allowed to continue at any time on a month by month basis although some Councils do not enforce this rule.

The law does not permit a landlord to require a tenant to use any particular utility supplier. However we recommend comparing tariffs and if appropriate accounts can be changed to a new supplier before the tenancy starts or during the tenancy with the tenant's agreement. We will supply you with meter readings (where applicable) as long as the inventory clerk has been able to access the relevant meters at the time of the check in and/or out.

Under the Water Act 2003 a landlord cannot refuse a tenant's request to install a water meter to the property. Once a meter has been installed, it is not possible to revert to the previous rated system. Section 45 of The Flood and Water Management Act 2010 places an obligation on the landlord to provide the tenant's contact details to the water company. We will only do this on your behalf where you have selected our Full Management service.

Energy Supplier

The Landlord hereby authorises the Letting Agent, as its agent, to appoint OVO Gas Ltd and OVO Electricity Ltd (together "OVO Energy") as the electricity and/or gas supplier for the property; however, this will not prevent the Landlord from changing to a different energy provider if desired.

OVO (S) Electricity Limited, also trading as SSE, is a subsidiary of OVO and will provide customer service and support for all aspects of the energy account(s) while the property is supplied by OVO Energy.

The Landlord agrees that the Letting Agent may pass the Landlord's name and contact details to OVO Energy (or one of its brands) for the purposes of:

(a) registering the electricity and/or gas meters at the property, providing electricity and gas to the property and administering the Landlord's account;

(b) registering the Landlord with the relevant local authority for the payment of council tax; and

(c) registering the Landlord with the incumbent water supplier to the property. The water supplier may contact the Landlord in order to provide further information about its services and products and conclude an agreement with the Landlord for those services and products.

OVO Energy will use the Landlord's name and contact details only for the purposes set out above. OVO Energy will comply with its obligations as a data controller in the Data Protection Act 1998, the General Data Protection Regulation ((EU) 2016/679) and any other data protection legislation which is enacted in the UK and will handle the Landlord's data in the manner set out in OVO Energy's standard terms and conditions and/or privacy policy. OVO Energy will not share the Landlord's details with any third party other than the relevant local authority and incumbent water supplier, and will hold the Landlord's details for the duration of any contract with OVO. The Landlord is reminded of their rights under the General Data Protection Regulation to access, rectification, erasure, restriction of processing, and portability of their data. If the Landlord is dissatisfied with the manner in which OVO Energy handles their details they may lodge a complaint with the Information Commissioner's Office. If the Landlord has any questions regarding the details or use of the Landlord's data held by OVO Energy, the Landlord may contact OVO Energy at 1 Rivergate, Temple Quay, Bristol BS1 6ED or hello@ovoenergy.com.



**REGULAR
SCHEDULED
PROPERTY
VISITS**

**CARRIED
OUT BY A
MEMBER
OF OUR
LOCAL
OFFICE
TEAM**



VISITING THE PROPERTY

It is very important that the landlord visits the property from time to time to check that it appears to be in good condition and to ensure there are no obvious signs of damage by the tenant or of other unsatisfactory tenant behaviour. The tenancy agreement will provide for the landlord to be permitted to view inside the property at stated intervals on reasonable notice.

If you have selected our Full Management service we will make visits as described in the '*Agreement for letting services*' or we may arrange this with contractors, or agents. The aim is to assess the general condition and decorative state of the property (excluding lofts, garages, outbuildings and basements - unless classed as formal living accommodation under Building Regulations). These are not surveys, do not cover latent inherent or structural problems, and do not form part of an inventory check. A visit will be carried out after 3 months of the tenancy commencing and then 6 monthly thereafter, subject to access being granted by the tenant. Please note that we are unable to use any keys to the property without the tenant's express consent and are unable to force entry.

If your property is vacant it is important to ensure it is secure and visited regularly (and that insurers are notified). If this is inconvenient for you then please ask for details of our 'Vacant Property Service'.

REPAIRS AND MAINTENANCE

Where you have chosen our Full Management service we will instruct contractors on your behalf. We act as your agent so that the contract will be directly between you and the contractor. Any recourse in relation to the works or to payment for the works will be between you and the contractor. We cannot accept responsibility for commissioning repairs or maintenance if we are holding insufficient funds. We will not commission major works, such as re-roofing or replacement of a boiler, without your first approving the estimate. In such cases or if the works need to be inspected, then an arrangement charge will be payable (see '*Additional Charges*') but we do not accept responsibility for the quality of the work.

In the case of minor work required to meet your responsibilities under the tenancy agreement, we will, on your behalf, authorise contractors to carry out work up to £200 (ex VAT) provided we are in funds. If practicable, for example if there is no urgency, we will obtain your prior consent to incur any greater expenditure.

You should arrange for any boilers, stoves and any other appliances using solid fuel, gas or oil to be serviced annually by a qualified contractor in order to ensure they are working efficiently and safely. Should you require us to arrange this please confirm in writing.

Where you have a warranty for a newly built property, or a repair/maintenance/service agreement for the property or for a boiler or other goods, then you must advise us if these include a requirement to employ a named contractor or to obtain prior authority for repairs. If we are not aware of this then we cannot accept liability if your warranty or service agreement is invalidated.

We do not accept responsibility for the quality of the works or any other default of a contractor.

Unfortunately we cannot make any payment from your rental balance to contractors or suppliers not instructed by us.

Major repairs or other works

A landlord should advise the tenant of any major repairs, construction or maintenance works due to be carried out to the property, or to adjoining properties, as these could breach the tenant's right to "Quiet Enjoyment". Should you be aware or deemed to be aware, this might give your tenant grounds to take action against you for breach of contract.

WHEN A TENANCY EXPIRES

The tenant may leave the property on the expiry of the tenancy without the requirement to give prior notice to the landlord.

The law provides that, even where the term of a tenancy has expired, the tenant may remain in the property on the same terms unless a notice to terminate is served on behalf of the landlord. Such notice will take effect on a date not less than two months after it has been served and not before the expiry of the tenancy term.

This notice is known as a Section 21 notice and must be in writing in a prescribed form. You need to allow a minimum of two months after service for this to take effect before possession proceedings can be commenced should the tenant not leave the property.

If the landlord serves a valid notice to terminate the tenant's right to occupation and the tenant remains in occupation, then the tenant may not be evicted without an order of the Court (and any form of physical interference with the tenant or with the tenant's peaceful occupation of the property is unlawful). We strongly recommend that in such circumstances you take specialist legal advice.

Where instructed we will look to renew the tenancy and apply a suitable rent review.

Where the tenant vacates the property by agreement, or in accordance with a court order, it will be necessary for the deposit to be returned to the tenant unless the landlord files a claim (which may be for outstanding rent or damage to the property or its contents) more details are set out following.

WHERE A TENANT DEFAULTS

Where a tenant is in breach of the terms of the tenancy agreement (for example by failing to pay the rent or persistently paying late, by damaging the property or contents, or by making unlawful use of the property or creating a nuisance to others) the landlord is entitled to serve a formal legal notice requiring the tenant to correct the situation within two weeks. If the tenant fails to respond adequately within that time then possession proceedings can be commenced.

If the tenant remains in occupation after any court order takes effect then eviction is only possible using a duly authorised

bailiff and in accordance with the order. You should be aware that the courts do not always grant possession orders promptly and in some cases will allow the tenant to remain in occupation if arrears of rent are paid. The court may also take a less serious view about damage to property or contents than the landlord expects. It is also often the case that a tenant who is in default will submit a defence or counterclaim to the court which may, for example, allege defects in the property or lack of maintenance or repairs. Consequently possession proceedings can become complicated, protracted and expensive.

The landlord may then be prejudiced by the delay in being unable to re-let the property, or to recover arrears or the cost of repairs from a tenant (who may be unable to pay or difficult to trace irrespective of the court order).

For possession proceedings you will need to seek independent legal advice. We will not be responsible for any legal action that may ensue between you and your tenant at any stage during or following the tenancy.

Nothing in this guide should be taken as constituting legal advice and we strongly advise landlords to seek specialist legal advice in relation to obtaining possession and recovering arrears of rent and cost of repairs.

We can also refer you to an insurer offering protection for loss of rent and legal expenses, and arrange insurance for buildings and contents. Details are provided later in this guide.

SAFETY REQUIREMENTS

We have mentioned earlier some instances where the law imposes obligations and constraints upon landlords. The following information is intended to offer you a summary on how the law affects your responsibility to take care of your property and its contents in order to ensure the safety of all who might happen to be there whether tenants or visitors. This information on safety is for your guidance but is not exhaustive and should not be relied upon as legal advice. It does not limit your responsibility to your tenant.

Please note that you should speak to your insurer to make sure you have adequate cover in relation to the death or injury of an occupier or anyone else who might be in the vicinity of your property. We can explain the protection available if you take out landlord's buildings and contents insurance.

The Furniture and Furnishing (Fire) (Safety) Regulations 1988 as amended

These regulations apply to soft furnishing such as mattresses, padded headboards, bed bases, sofas, sofa-beds, armchairs, cushions, pillows, furniture with loose or fitted covers, children's furniture, garden furniture which may be used indoors, etc. All such items are required to meet certain minimum fire safety standards and to display approved labels.

exemptions: furniture/furnishings manufactured or reupholstered before 1950 and after 1989. When you instruct us to market your property to let, you give us authority to remove, at your expense, any item that does not comply or does not have an approved fire label attached.

Gas Safety (Installation and Use) Regulations 1998

It is a criminal offence to let a property with gas appliances, installations and pipe-work that have not been checked by a properly qualified and registered engineer. You will need to provide us with a copy of a current Gas Safety Record before the tenancy commences or we can arrange this for you. The tenant must be given a copy of the report within 28 days of the inspection being carried out and in the case of a new tenancy the tenant must be given a copy of the report at the time they take occupation. If you are found guilty of non-compliance, you will have a criminal record and also face a fine or imprisonment, or both. It is important that you check the report when receiving it from the contractor to ensure that all gas appliances are listed on the report and that they have been passed as safe. Any recommended remedial works should be carried out before the start of the tenancy.

We cannot put a tenancy in place unless you have provided us with a current safety check or you have instructed us to arrange this on your behalf. If you do not provide us with a new check before the last one expires we will instruct a test on your behalf with one of our recommended contractors without further reference to you and make any necessary deduction from your account.

Landlords can obtain a Gas Safety Record up to two months before the current certificate expires and keep the same expiry date, so not losing the expired balance of the previous Gas Safety Record.

Electrical Equipment (Safety) Regulations 1994

Any person supplying electrical equipment with a rented property must ensure that it is safe, will not cause danger and satisfies the requirements of the regulations. All electrical equipment must be safe and constructed with good engineering practice. The landlord is responsible for providing an instruction booklet for each item of electrical equipment.

Portable Appliance Testing

All electrical appliances should be Portable Appliance Tested (PAT) before the commencement of a tenancy and regularly thereafter as directed by the electrical engineer.

The Electrical Safety Standards in the Private Rented Sector (England) Regulations 2020

Under the above regulations, all let property in England must have a fixed wiring test, and any remedial works undertaken. Tests must be carried out every 5 years and the regulations state that properties must meet the 2018 edition of the IET Wiring Regulations (BS 7671 2018).

No new tenancy can start without the test undertaken and remedial work completed. The electrical safety check report must be provided to the tenant before the new tenancy starts, so needs to be put in hand well before the intended letting is to start. We advise commissioning an electrical check as soon as the decision is made to market the property.

**OUR THOROUGH
CHECKS ENSURE
YOU'RE ALWAYS
IN CONTROL**



The most common form of electrical test in use is the Electrical Installation Condition Report (EICR). These are only valid for 5 years. An Electrical Installation Certificate for the whole property is acceptable, but not if only for part of the property. Please note these Electrical Installation Certificates are now only valid under these Regulations for 5 years, even if the Certificate states a longer period.

For clarity urgent remedial works are classified under the Regulations as “urgent remedial action” means such action identified in a report under regulation 3(3) as “is immediately necessary in order to remove the danger present and risk of injury”. We understand that anything on an EICR which is deemed either C1 “danger present” or C2 “potentially dangerous” must be rectified or if a FI “Further Investigation Required” item it must be investigated and if required rectified. With regard to C3 “Improvement recommended”, these are recommendations only. No new tenancy can start with any outstanding C1, C2, or FI items on the EICR.

In cases where remedial works are required, these must be carried out within 28 days of the inspection. Once carried out the remedial works need to be certified and this confirmation certification and the original EICR must be provided to each tenant and to the Local Housing authority within 28 days of completion. A local Housing Authority can request a copy of an EICR report and this must be provided within 7 days.

Failure to comply could result in the Local Authority issuing a Civic Penalty notice against the landlord of up to £30,000.

We will ask you whether you will be arranging for Fixed Wiring and PAT tests yourself, or if you require us to arrange these on your behalf. The cost of any safety tests will be charged to you and we must be in cleared funds to carry these out.

Electrical Installation Condition Report for Houses In Multiple Occupation (HMO)

It is mandatory for any property designated as an HMO, whether or not it requires a licence, to have a current satisfactory Electrical Installation Condition Reports (EICR). A new satisfactory report must be obtained when the current one expires.

please note: If the property is in our opinion a HMO (whether or not it requires a licence), we will on your behalf instruct a qualified electrician to carry out a new EICR when necessary if you have not notified us that you are arranging this or you do not provide the new EICR in time.

Building Regulations Part P (Electrical Safety In Dwellings)

Works, repairs, maintenance, etc. on ‘electrical installations’ in certain areas of a property are known as ‘notifiable works’ and as such must only be completed by a ‘competent person’. Failure to comply with these regulations is a criminal offence, which could result in a fine and/or imprisonment.

Smoke and carbon-monoxide alarms

Landlords must install at least one smoke detector on each floor of the property that is classified as living accommodation (including bedrooms and bathrooms).

A carbon monoxide alarm must be installed in any room which is used wholly or partly as living accommodation and which contains a fixed combustion appliance, including wood burning stoves, gas/oil boilers and fires but not ovens and hobs.

Alarms must be tested and confirmed as working on the first day of the tenancy.

Legionnaires Disease

The Health and Safety Executive’s have issued a new Code of Practice for assessing the risks of Legionella in residential property. We recommended that as a landlord you should carry out a risk assessment of your property prior to any letting especially if there are open water tanks, redundant pipes, cooling systems or a swimming pool. We request that a copy of any written risk assessment is provided upon instruction.

By signing our ‘*Agreement for letting services*’ you acknowledge that you are aware of your responsibility for the safety of the tenant at the property and confirm that you have considered all risks regarding Legionnaires Disease. Should you want us to arrange a Legionella Risk Assessment on your behalf please confirm this in writing, the cost of this is set out under ‘*Additional Charges*’ in the ‘*Agreement for letting services*’.

Further information is available at
www.hse.gov.uk/legionnaires/symptoms.htm

General safety

It is your responsibility to ensure that the property you are offering for letting is safe and meets the requirements of the Housing Health and Safety Rating System (see page 14), and if you are not certain whether your property complies then you should seek independent professional advice from a Health and Safety expert.

OTHER RELEVANT LAW AND REGULATION

Homes (Fitness for Human Habitation) Act 2019

In England this Act now gives tenants the right to take direct legal action against their landlord if their property is in such poor condition that it is 'not fit for human habitation' at the beginning and throughout the duration of a tenancy, they can seek damages plus request that the property is brought up to a good state of repair.

The Act sets out what will be considered under this legislation, namely 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, plus any of the 29 hazards covered in a Housing Health and Safety Rating Assessment.

Landlords are well advised to ensure their property is in a good state of repair and that any issues with heating, hot water, damp, condensation and ventilation are identified and remedied. Defending a tenant's claim could prove to be expensive with having to instruct lawyers and expert witnesses, therefore we recommend any issues of disrepair are investigated immediately and rectified.

Houses in multiple occupation (HMO)

Broadly an HMO will exist when one building (e.g. a house) or part of a building, (e.g. a flat), is lived in by two or more individuals who do not live together as a single household and who share one or more basic amenities. It can also apply in certain circumstances to a building, or part of a building, which consists of self contained flats but which was not converted to the standards set by the 1991 Building Regulations and still does not comply with those regulations. It is a statutory requirement that an EICR is obtained for such properties. This report must be renewed every five years and will involve the inspection of all existing electrical installations.

Mandatory licensing

Some HMOs are subject to mandatory licensing, and if your property is affected by this you must supply us with a copy of the licence to enable a tenancy to proceed. An HMO is subject to a mandatory licence if all of the following apply:

- the building or part of the building (see above) is classed as an HMO, and
- it is occupied by five or more people, who form two or more households, who are sharing one or more basic amenity.

Where you have let out your property to five or more people, who form two or more households, or propose such a letting you must have obtained a license, or risk prosecution and a significant penalty.

Minimum Room Sizes

In England councils will be able to set minimum bedroom size standards and also introduce limits on how many people can live in each bedroom of a licensed multiple occupancy home. Councils will be able to use national minimum standards or apply even tougher requirements in order to address specific local needs.

The national minimum standards for bedrooms will be for 1 person 10 years old or above will have to be no smaller than 6.51 square meters, and those slept in by 2 people over 10 years old will have to be no smaller than 10.22 square meters. Rooms slept in by children of 10 years and younger will have to be no smaller than 4.64 square meters. You must ensure that any licensed property meets the national minimum standard or that imposed by your Local Council.

Waste Storage and Disposal for HMOs

In England landlords will also be required to provide adequate waste storage facilities in line with their local authority's rules. If they fail to do so they could face a fine.

Additional licensing

Local authorities have the power to introduce additional licensing for HMO properties and are permitted to set different criteria to those for mandatory licensing. Typically these criteria will be more stringent and will differ from one local authority to another.

It is the owner/landlord's responsibility to apply for any required HMO licence and comply with the HMO legislation as detailed in the Housing Act 2004 and the Management of HMOs (England Regulations 2006). This includes obtaining an EICR and the need to carry out a fire safety assessment of the property and keep a log of the findings.

Smoke alarms must be checked and maintained in full working order, all necessary fire safety equipment should be provided and means of escape clearly indicated and kept free of obstruction.

It is a landlord's responsibility to ensure that any fire extinguisher provided to the property is serviced on an annual basis and a record kept of this. In order to be issued with an HMO licence both the landlord and any managing agent will have to meet the 'fit and proper person' requirements. As members of ARLA, we meet this requirement.

A licence may not be transferred to another person. The cost of an HMO licence is subject to local housing authority discretion.

Penalties for non-compliance with the HMO regulations

There are potentially significant penalties that can be imposed for either breaching (management or occupancy) conditions of the licence or for operating an HMO without a licence:

- financial penalties up to £20,000
- Civic Penalty Notice up to £30,000 per offence
- a Section 21 Notice is invalid until a licence is obtained
- in extreme cases, a tribunal can additionally order that rent be repaid to tenants

Some local councils may require all HMOs to have planning consent for change of use from "family" use to "HMO" use. For further information and to clarify if your property requires a licence/planning consent please contact your local housing authority.

Selective licensing

In certain parts of the country local authorities now require every let residential property within a selected area to be licensed whether or not it is an HMO. Before introducing additional licensing, a local authority must demonstrate that there is a particular market need to justify such a scheme as part of its overall local housing strategy.

As with other licensing schemes local authorities can charge a fee for issuing a licence and failure to comply with the licence conditions can lead to a penalty being imposed on a landlord.

Housing Health and Safety Rating System (HHSRS)

The Housing Act 2004 introduced this system for local authorities to assess housing conditions in England and Wales and it is the owner/landlord's responsibility to ensure that properties are let in a suitable condition. This is a 'health and safety risk assessment' method of inspecting and approving rental accommodation.

This legislation is complex and covers 29 different areas of risk and hazard, which will be weighted and graded, depending on how serious they are. This considerably extends the 9-point Housing Fitness System of the Housing Act 1985 used previously. The system provides a method of grading the severity of threats to health and safety in a dwelling, working on the assumption that a dwelling should provide a safe and healthy environment.

For this purpose there are four groupings of housing profiles,

- physiological requirements - damp and mould growth, excess cold, excess heat, pollutants
- psychological requirements - space/crowding, security, lighting, noise
- protection against infection - domestic hygiene, food safety, pests/refuse, personal hygiene, sanitation/drainage, water supply
- protection against accidents - falls (e.g. associated with baths, between levels, stairs, handrails), electrical hazards, fire, structural collapse, entrapment.

The assessment process considers the severity of each hazard by reference to those people who, based on age, would be most vulnerable to that hazard - even though those people may not actually be living in the property at the time, as the Act also considers any potential visitors to the property. For further information please contact your local housing authority.

Minimum Energy Efficiency Standards (MEES)

Under The Energy Efficiency (Private Rented Property) (England and Wales) Regulations 2015. All properties with an EPC rating of F or G are now classed as "unrentable", including those already rented out and will need to be brought up to a minimum E rating.

The landlord will need to make improvements to the energy efficiency of the property, in order to achieve this an assessment needs to be carried out to firstly ascertain what works have been carried out since the EPC was produced which would raise the rating and secondly, what improvements are required to raise the EPC band to a minimum level of E.

There is some funding available for the recommended improvements, which can be one or a combination of the following:

- A Green Deal Plan;
- Energy Company Obligation;
- Funding provided by government, local authority or third party at no cost to the landlord;

Where funding is available to cover the cost of the recommended improvements the landlord will be required to undertake them.

The "no cost to the landlord" exemption is no longer available.

Under the rules' landlords will be expected to contribute up to £3,500 (inc. VAT) per property to make energy efficiency improvements to raise a property's EPC rating to a minimum of an E.

If the cost to achieve an EPC E exceeds £3,500, landlords will be able to register a 'high-cost' exemption on the PRS Exemptions Register providing that they submit three separate quotes from different installers that evidences a higher cost.

These regulations come with some fairly heavy fines for noncompliance, £2,000 if the breach is for less than 3 months rising to £4,000 if the breach has been going on for 3 months or more.

Further information is available from The Energy Efficiency (Private Rented Property) (England and Wales) Regulations 2015: www.legislation.gov.uk/uksi/2015/contents/made. Landlords are advised to check their property's EPC rating and if it is an F or G then seek professional advice to work through any assessment, identify works required, sources of funding and what exemptions (if any) could apply. We would be happy to discuss and explain this with you in greater detail.

Deregulation Act 2015

Under the Deregulation Act 2015, where a tenant has reported a repair then this needs to be adequately responded to and addressed within 14 days otherwise the tenant can escalate this to the local authority. The local authority can take action and serve a Relevant Notice, at which point a Section 21 notice cannot be served for 6 months. It should be noted that a Section 21 cannot be relied upon if served before the Local Authority take action and they subsequently do so. N.B. This applies in England only, not in Wales.

In addition under this Act, where a property is located in England you will have a legal requirement to provide your tenant before the tenancy starts, with a current valid EPC, Gas Safety Record (if applicable) and a copy of the Government's 'How to Rent' Document, an EPC has a 10 year shelf life so will need to be renewed and provided to your tenant if it expires before the tenancy ends. Failure to do so will result in your being unable to serve a Section 21 notice to regain possession. Where on initial letting you instruct us to provide our tenancy agreement we will supply the required documentation to your tenant.

Land Registration Act 2002 Additional Addresses for Service

We recommend that you as a landlord should provide to the Land Registry with up to 3 addresses (not including the property to be let) so you can be informed if an application is received which may affect your legal right to the property. Further information can be obtained from the Land Registry 0300 006 0411 or from the website www.gov.uk/protect-land-property-from-fraud

Sale of property whilst tenanted

Should you sell the property whilst still tenanted, you need to instruct your solicitor to deal with all matters relating to the apportionment of the rent between you and the purchaser, bearing in mind the rent might have already been paid to you. Where we are managing or collecting the rent we will also require written confirmation from your solicitor on what date the purchaser is entitled to start to receive the rent. We will not become involved in any rent apportionment. The deposit will continue to remain protected within the Tenancy Deposit Protection Scheme that was set up at the tenancy commencement.

INSURANCE PROTECTION

Our '*Agreement for letting services*' enables you to receive information on Rent and Legal Protection cover and to ask for a quotation for landlords buildings and/or contents cover.

This protection is available subject to the conditions and information provided below and to the terms of the policies in each case.

About our insurance services

Please read the Insurance Product Information documents for Rent & Legal Protection and Buildings and Contents Insurance which are provided later in the guide. These documents provide key information about our insurance services and products. Use this information to decide if our insurance services and products are right for you.

Buildings and/or contents insurance information

It is important to ensure that your property and contents are properly protected. We may be able to arrange buildings and/or contents insurance for your rental property. The policy is designed to provide cover for many of the perils faced by landlords in respect of their property and contents. It is possible to have just contents insurance or just buildings insurance,

depending on your requirements. Premiums are payable monthly by direct debit and are made direct to the insurance provider by the policyholder.

Please note that the property must not be left unoccupied for more than 60 days; and some property types may not be acceptable to the insurer. Full details of features and limitations are available in the Insurance Product Information documents.

The Homeguard Let policy is designed to meet the demands and needs of residential landlords, in respect of protection of their rental property and/or its contents, plus their liability to third parties.

When we produce a quote or arrange a policy, we will do so on the basis of information you provide. We will confirm these details to you via a Statement of Fact, which you must check. If any of the details are incorrect or missing you must notify the insurance provider as soon as possible, as failure to do so could affect your policy or even invalidate it.

Buildings and contents insurance - costs

We will be pleased to provide a quotation on request.

Cooling off period for buildings and contents insurance

Your policy is automatically subject to a 14 day cooling-off period from the day on which you receive your policy documentation or the commencement date of your policy, whichever is later, during which time you should thoroughly read all of your policy documentation and decide whether you wish to continue with the insurance. If you decide to cancel the policy within the cooling-off period, any premium you have paid will be refunded (unless you have made a claim). Once the cooling off period has expired, you may still cancel the policy and you may be entitled to a proportionate refund of your monthly premium. Full details of any fees and charges are provided in the Insurance Product Information Document and your policy documentation.

Rent and Legal Protection Insurance

Where we are managing your property or providing a rent collection service, a Rent & Legal Protection Insurance policy is available, which is designed to meet the demands and needs of landlords. Rent and Legal Protection is available when your tenant(s) have been referenced by us in accordance with our criteria and when we have recommended them as suitable, provided the tenancy commences within 60 days of the references being completed and the monthly rent does not exceed £6,000.

You may still be eligible for cover if your tenant(s) have been satisfactorily referenced elsewhere or for higher monthly rents. Please enquire with your local branch. For the avoidance of doubt our Rent and Legal Protection insurance is not available if you have selected the Tenant Introduction service, though there may be alternative policies available.

Rent and Legal Protection insurance will cover loss of rent should your tenant(s) fail to pay the rent when it is due (apart from the first month of non-payment, which is the policy excess). Cover is provided for loss of 100% of rent for up to 12 months, as long as cover was in place when the initial default occurred, until vacant possession of the property is obtained.

The policy will cover legal costs and expenses that might arise in the event of disputes with your tenant(s) if the terms of the tenancy are breached - e.g. to obtain vacant possession if your rent is not paid; or following damage to your property. Cover is also provided for legal costs and expenses to defend any legal action that might be taken by your tenant(s) alleging that you have failed to meet your obligations under the terms of the tenancy agreement.

If there is a valid claim under the policy and you have no other suitable accommodation the insurance will also assist with the cost of your alternative accommodation whilst legal action is underway to evict the tenant(s). This cover is limited to £50 per day and will be paid for up to 30 days and a maximum of £1,500 for any one claim.

The maximum that will be paid for all claims made under the policy during any 12 month period of insurance is £100,000.

As an added benefit you will have access to a 24 hour legal helpline service. This service provides advice on general legal matters of the law which applies in the UK. You can also get advice on UK tax and health and safety matters.

There is a requirement for claims to be notified as soon as possible if you become aware of any cause, event or circumstance which could give rise to a claim (e.g. non-payment of rent or an event which results in a dispute). Claims must be notified during the period of insurance and for up to 30 days after the end of your period of insurance. If necessary and upon request we can submit a claim on your behalf.

Rent and Legal Protection insurance - costs

The price for the Rent and Legal Protection Insurance will be confirmed to you in the Agreement for Letting Services.

Arranging insurance

If you wish to receive information about Rent and Legal Protection cover please indicate this by selecting YES or NO in the box under the heading 'Rent and Legal Protection insurance' on the Agreement for Letting Services 'You Choose' form. **You must ensure that you have read and understood the relevant declarations before asking us to arrange cover for you by ticking the appropriate box confirming this.**

In particular please note that no advice or recommendation will be given by us. The decision to purchase this insurance is entirely yours based on the information we have given you.

Cooling off period for Rent and Legal Protection insurance

Your policy is automatically subject to a 14 day reflection period from the day on which you receive your policy documentation, during which time you should thoroughly read all of your policy documentation and decide whether you wish to continue with the insurance. If you decide to cancel the policy within the period of reflection, any premium you have paid will be refunded (unless you have made a claim). Once the reflection period has expired, you may still cancel the policy. If you cancel you will be entitled to a refund of premium (unless you have made a claim). The refund will be calculated as a proportion of the premium reflecting the time your policy has been in force. Full details are provided in the Insurance Product Information documents and your policy documentation.

Rent and Legal Protection premium payment

Premiums may be paid by debit or credit card or by BACS payment.

Please note: If you instruct us to cancel your insurance cover partway through a month you will be entitled to a premium refund (as long as you have not made any insurance claims during the period of the tenancy). The refund will be calculated as a proportion of the monthly premium reflecting the time you have had cover.

Rent and Legal Protection insurance and Buildings and Contents Insurance are subject to terms and conditions. If you ask us to, we can email or post you a copy of the relevant Policy Wordings, which contain the full terms and conditions of the policies.

Rent and Legal Protection Insurance and Legal Expenses Insurance is arranged by Home & Legacy Insurance Services Limited, a wholly owned subsidiary of Allianz Holdings plc, registered in England Number 3007252. Registered office: 57 Ladymead, Guildford, Surrey GU1 1DB, United Kingdom, authorised and regulated by the Financial Conduct Authority. The insurer is Markel International Insurance Company Limited trading as Markel Legal Expenses Insurance, 20 Fenchurch Street, London EC3M 3AZ. Claims will be handled by Markel Protection Limited which is a separate legal entity to Markel International Insurance Company Limited.

Building and Contents insurance is underwritten by Ageas Insurance Limited Registered in England and Wales Company No 354568 Ageas Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, Financial Services Register No 202039.

Insurance claims

Financial Conduct Authority (FCA) regulations normally prevent your letting agent from processing insurance claims under buildings and contents on your behalf. However, if you have selected the Full management service and have also taken out Rent and Legal Protection insurance, we can submit claims under this policy on your behalf should it become necessary.

INFORMATION ON OUR PROTECTION SERVICES





information on our protection services

For activities relating to non-investment insurance contracts, Gascoigne Halman Limited is an appointed representative of Connells Limited which is authorised and regulated by the Financial Conduct Authority.

PROTECTION

Gascoigne Halman is acting in a purely intermediary capacity. We are acting on your behalf in offering products from Ageas Insurance Limited for Buildings and Contents Insurance.

We are acting on your behalf in offering products from Home and Legacy Insurance Services Limited for Rent & Legal Protection insurance except when collecting, receiving and holding premiums and payments in relation to the settlement of claims, at which time we act for the insurers.

You will not receive advice or a recommendation from us. We may ask some questions to narrow down the selection of products that we will provide details on. You will then need to make your own choice about how to proceed. Your decision to buy or not buy will not affect your application for any non-insurance services such as a mortgage application or house purchase.

When arranging an insurance policy for you, the insurer pays us commission that is a percentage of the total premium, and for certain policy types we can also receive an additional payment based on profitability of the overall product (or scheme).

Buildings and Contents policies with Ageas Insurance Limited (Ageas)

As part of any application you may make for a buildings and contents policy with Ageas, they will collect and use your personal information. This will include information about you, your family and anyone else covered by the policy.

For details of how Ageas collect, use and store your personal information - please refer to www.ageas.co.uk/privacy-policy or contact Ageas' Data Protection Officer at Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire SO53 3YA or thedpo@ageas.co.uk.

By proceeding with an application for a policy with Ageas, you confirm that you accept that Ageas will use your personal information to decide whether they can offer you a policy and if so, on what terms. You also confirm that anyone else covered by the policy accepts that their personal information will also be used in the application for a policy.

Rent and Legal Protection insurance with Home and Legacy

If you apply for Rent and Legal Protection insurance you are agreeing that we may pass your personal information to Home & Legacy to provide and administer your insurance policy.

Home & Legacy's Privacy Notice which can be found at www.homeandlegacy.co.uk/home/toolbar/privacy.html/, which explains how your personal data will be used by them.

To find out in more detail about how Markel (the insurer) uses personal information you can find their full privacy notice online at <http://www.markelinternational.com/foot/privacy-policy>

CUSTOMER VERIFICATION

We are committed to carrying out measures to help prevent financial crime and protect ourselves and our customers from fraudulent activity and identity theft. We therefore carry out an electronic ID verification check for all applicants. This is not a credit check and will not affect your credit score, although a note of the check will show on your credit file.

If you have any questions, please refer them to your Lettings Negotiator.

MONEY LAUNDERING REGULATIONS 2017

In order to comply with Money Laundering Regulations 2017, we will request personal data from you.

GH0019H February 2021 MS/GH/5056/02.21

We will ask you for documents to confirm your identity and address and, in the case of a purchase, will request evidence of funding and the source of any funds being used. We will also use some of your personal data to carry out electronic identity verification.

The data collected will be processed for the purposes of preventing money laundering and terrorist financing and will not be used for any other purpose without your express permission. (For those customers using our mortgage services, the financial data that you provide may also be used for the purpose of establishing affordability).

If you are using the services provided by one of our business partners (e.g. mortgage lender, insurance provider, conveyancer) we may pass your details to them for the purposes of preventing money laundering and terrorist financing.

Under current Data Protection legislation 'relevant authorities' such as the police, government departments and local authorities with regulatory powers are able to request access to personal data without the consent of the data subject for the purposes of the prevention or detection of crime.

WHAT TO DO IF YOU HAVE A COMPLAINT

If you wish to register a complaint, please contact us in writing, by telephone or email:
Customer Relations, Cumbria House, 16-20 Hockliffe Street, Leighton Buzzard, Bedfordshire LU7 1GN.
T: 01525 244 504 E: customerrelations@gascoignealman.co.uk

If you cannot settle your complaint with us regarding your mortgage and/or insurance you may be entitled to refer it to the Financial Ombudsman Service.

ARE WE COVERED BY THE FINANCIAL SERVICES COMPENSATION SCHEME (FSCS)?

We are covered by the FSCS. You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim.

INSURANCES Insurance advising and arranging is covered for either 90% or, in certain circumstances, 100% of the claim without any upper limit.

Further information about compensation scheme arrangements is available from the FSCS.

HOW WE USE YOUR INFORMATION

Please read this and keep it safe. It shows how seriously we take our responsibilities when it comes to collecting and processing your data, how we use your data and your statutory rights in relation to your data.

We will use the information you give us in any of the following 4 ways:

- 1. Performance of a contract** - this is where we need to collect and process your data so we can carry out something you have asked or contracted us to do, for example:
 - Registering you on our systems
 - Providing a full estate agency and lettings service to buyers, sellers, landlords and tenants
 - Providing conveyancing services
 - Providing mortgage services
 - Creating and managing your on line account
 - Processing payments for our services
 - Providing a full range of buying, selling, renting or letting services
- 2. Legal obligation** – sometimes we need data from you to meet our legal responsibilities, for example:
 - Protecting against and preventing fraud, unauthorised transactions, tax evasion or claims
 - Meeting money laundering regulations
 - Confirming your identity
- 3. Consent** – in this case, we will process your data because you have given us your clear and unambiguous consent to do so, for example:
 - Letting you know about other products, services, offers, programs and promotions available through Connells Group or their partners.

4. Legitimate interests – some information is processed by the companies within Connells Group as part of its legitimate interests, which include (but is not limited to) network and information security, opting out of communications, direct marketing, web analytics, updating customer details, lettings, sales and other core services. This is required to:

- Manage risk exposure and agent or franchise quality, integrity, compliance and security of business processes.
- Operate, monitor, evaluate and improve our products, services and websites.

THIRD PARTIES

Depending on which products and services you choose from us, you may become aware of certain third parties, which could include:

If you're **buying or selling**; contractors installing for sale boards, the buyer/seller of your property and their conveyancer, providers of EPCs, companies carrying out professional photography and floorplans, mortgage companies involved in the transaction, comparison services for utilities, phone or broadband, other estate agencies involved in your sale or purchase.

If you are a **landlord**; your tenant(s), contractors installing to let boards, managing agents for the building, maintenance contractors, deposit protection scheme providers, local council for payment/collection of council tax, utility companies for payment of utility bills, insurance providers in the case of a claim.

If you are a **tenant/guarantor**; the landlord, the managing agents for the building, maintenance contractors, contractors installing to let boards, companies providing referencing and tenant checking services, deposit protection scheme providers, local council for payment/collection of council tax, utility companies for payment of utility bills, insurance providers in the case of a claim.

If you are **buying or selling at auction**; the buyer/seller and their conveyancer, mortgage/finance companies involved in the transaction, the freeholder and managing agents (if it is a leasehold property).

We will specify the names of the individual third parties at the relevant time.

We will talk to you about other products and services we can provide when the time is right.

We will also share your data with The Property Ombudsman Scheme, the Association of Residential Letting Agents and other consumer regulatory bodies as part of our regulatory duties.

HOW LONG DO WE KEEP YOUR INFORMATION?

We keep your data for as long as is reasonable for the purposes set out in our privacy notice, and to fulfil our legal and regulatory obligations. For further information on this, you can email our Group Data Protection Officer at DPO@connellsgroup.co.uk.

YOUR STATUTORY RIGHTS

You have a number of rights concerning the personal information we use. These include the right to:

- ask us for access to a copy of the personal information we hold about you
- ask us to correct your personal information
- ask us to delete your personal information

Further details are available at www.gascoignehalman.co.uk/privacy-policy-and-notice

For information concerning the collection, use and processing of personal information by any of our business partners or suppliers, please contact your main/nominated contact at our branch/office.

WHO IS THE DATA CONTROLLER

Gascoigne Halman Limited will act as a data controller in respect of the details you provide.

Our full address is Gascoigne Halman, 42 Alderley Road, Wilmslow, Cheshire, SK9 1NY. ICO Registration number Z7132954.

BUILDINGS AND CONTENTS INSURANCE



Landlord Insurance

Insurance Product Information Document

**HOME &
LEGACY**

EXPERTLY CRAFTED
INSURANCE

Home and Legacy Insurance Services Limited, 500 Avebury Boulevard, Milton Keynes MK9 2LA, United Kingdom.
Authorised and regulated by the Financial Conduct Authority, Financial Services Register number 307523.

COMPANY: HOME & LEGACY

PRODUCT: LANDLORD'S RENT & LEGAL PROTECTION

This document summarises the key features of Landlord's Rent & Legal Protection which is arranged and administered by Home and Legacy Insurance Services Limited. The insurer is Markel International Insurance Company Limited trading as Markel Legal Expenses Insurance. Your policy documentation provides the complete terms & conditions, and other important information.

What is this type of insurance?

Landlord's Rent & Legal Protection is an annually renewable rent protection and legal expenses insurance contract for landlords letting residential property under a written tenancy agreement. This includes access to a legal helpline for advice on general legal matters of UK law; and tax or health and safety matters in the UK.



What is insured?

The most paid for all claims in the period of insurance is £100,000 for the following cover:

LANDLORD RENT PROTECTION

- ✓ Costs to evict the tenant(s) up to £60,000 any claim
- ✓ Loss of rent for up to 12 months or until vacant possession obtained, whichever is sooner (maximum monthly rent of £6,000)

LANDLORD LEGAL EXPENSES

- ✓ Costs up to £60,000 any claim to obtain damages or legal remedy for:
 - Property disputes including trespass, damage, nuisance or rights of way
 - Disputes over the terms of your tenancy agreement
- ✓ Costs to evict the tenant(s) up to £60,000 any claim
- ✓ £100 per day (up to £1,000) if your employees have to attend court as a witness or defendant on your behalf

ALTERNATIVE ACCOMMODATION

- ✓ £50 per day (up to £1,500) for your alternative accommodation if vacant possession of the property cannot be obtained and you have no other suitable accommodation available

IDENTITY THEFT

- ✓ Costs incurred up to £60,000 any claim if you become a victim of identity theft

HEALTH & SAFETY DEFENCE

- ✓ Costs up to £2,500 any claim for interview under caution by a prosecuting authority for health and safety violations
- ✓ Costs up to £60,000 any claim for prosecution defence once you receive a summons for health and safety violations

REGULATORY COMPLIANCE

- ✓ Costs to appeal against Health & safety enforcement notices issued by the Health and Safety Executive up to £60,000 any claim

TAX PROTECTION

- ✓ Costs up to £60,000 any claim to represent you before HM Revenue & Customs (HMRC) for
 - Aspect enquiries – income or corporation tax
 - Full enquiries – income or corporation tax
 - National Insurance and PAYE disputes
 - VAT disputes
- ✓ Costs up to £1,000 for current year tax year enquiries



What is not insured?

LANDLORD RENT PROTECTION

- ✗ Claims made within 90 days of the initial start of your policy unless:
 - The policy began within 14 days after the commencement of the tenancy agreement or
 - You have evidence of continuous comparable insurance immediately prior to the initial start of your policy
 - The tenant has continuously resided in the property for the previous 12 months or more and has not defaulted on the rent in that time
- ✗ Loss of rent if a Section 21 notice was issued to the tenant(s) and the tenant(s) was not in arrears at the time it was issued unless:
 - You can prove that you have reoccupied the property to live in as your primary accommodation
 - The notice was issued by your representative as they advised that this is the best course of action in your particular circumstances
- ✗ Eviction costs if statutory notices are not served on the tenant(s) in a compliant manner
- ✗ The first month's rent

LANDLORD LEGAL EXPENSES

- ✗ Property disputes over a contract
- ✗ Disputes with the tenant(s) about damage unless you have obtained at your own expense an independent expert's valuation of the damage
- ✗ Costs to evict the tenant(s) if you have not issued the necessary notices informing the tenant(s) to leave the property
- ✗ The tenancy agreement began before your property was assigned to this policy unless evidence of continuous comparable insurance immediately prior to the period of insurance is provided

IDENTITY THEFT

- ✗ Identity fraud carried out by someone living with you

HEALTH & SAFETY DEFENCE

- ✗ Where you are required by the Police to immediately attend an interview under caution at a Police Station
- ✗ Where there are criminal proceedings related to tax

TAX PROTECTION

- ✗ Claims involving a tax avoidance scheme
- ✗ Suspected fraud enquiries
- ✗ The first £1,000 for aspect enquiries

GENERAL EXCLUSIONS

- ✗ Disputes or potential disputes you were aware of, or should have been aware of, before cover started, including at renewal
- ✗ Legal costs you incur before your claim has been accepted by Home & Legacy
- ✗ Disputes involving multiple tenants whose liability is not 'joint & several' (tenants must be jointly and individually held responsible for adhering to all of the terms of the tenancy agreement)



Are there any restrictions on my cover?

- ! Maximum monthly rental value must not exceed £6,000
- ! We'll end your claim if success in the legal case is unlikely to succeed (50% or less chance of success)



Where am I covered?

- ✓ Your property located in England, Wales, Scotland, the Isle of Man and the Channel Islands



What are my obligations?

- To provide complete & accurate answers to the questions asked when you take out, renew and amend your policy
- To pay the cost of the insurance
- To observe and comply with the terms & conditions of the policy
- To take all reasonable steps to prevent any occurrence which may give rise to a claim under the policy
- To obtain references for the tenant (and their guarantors, if applicable) no more than 60 days before the start of the tenancy agreement
- To collect before the start of the tenancy a deposit of at least one month's rent which must be held in accordance with statutory requirements, unless the tenant(s) has purchased a deposit guarantee policy which has been approved by Home & Legacy
- To ensure a written tenancy agreement is in place which is an Assured Shorthold tenancy agreement as defined within the Housing Act 1988 (as amended)
- To tell Home & Legacy as soon as possible if there is any change in circumstances such as a change in the amount of rent or a change of tenant(s)
- Not to allow the tenancy agreement to be transferred to any other individual or organisation
- To notify Home & Legacy as soon as possible if your tenant(s) is in rent arrears or if your tenant(s) notifies you of potential difficulties in paying you the rent. If you do not tell Home & Legacy as soon as possible any additional rent arrears your late notification has caused will not be paid
- To notify Home & Legacy as soon as possible when you first become aware of any event which may require legal action or result in a claim under the policy – this must be within the period of insurance and for rent protection and tenant dispute claims for up to 30 days after the end of the period of insurance



When and how do I pay?

- Please pay the premium before the cover first starts or renews
- We will write to you before your renewal date to let you know the renewal premium
- You can pay us using debit/ credit card or electronically
- If you wish to pay by instalments, we can introduce you to a specialist premium finance loans company. There is a charge for credit



When does the cover start and end?

- The period of insurance is shown on your policy schedule



How do I cancel the contract?

- You can cancel this policy at any time by contacting your insurance intermediary or Home & Legacy
- If you cancel your policy within 14 days of purchase you will receive a full premium refund as long as you have not made a claim
- If you cancel your policy after the first 14 days you will receive a proportionate premium refund as long as you have not made a claim. Home & Legacy will not charge you an administration fee.

Buildings and Contents Insurance

Insurance Product Information Document

Company: Ageas Insurance Limited Product: HomeGuard Let

Ageas Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Financial Services Register no 202039. Registered in the UK.

This Insurance Product Information Document provides a summary of the key information for this product. The full information is provided in the policy documentation.

What is this type of insurance?

This rolling monthly policy covers the structure of your home and contents against loss or damage from specific events (for example - fire, theft or escape of water).

Optional covers are available, these will be shown on your policy schedule if you choose to include them.



What Is Insured?

For a full list of what is and is not covered please refer to the policy booklet.

- ✓ **Buildings** - The maximum amount you can claim for is the sum insured shown on your schedule.
- ✓ Loss of Rent or Alternative Accommodation if the home is uninhabitable – Up to 20% of the buildings sum insured.
- ✓ Your Liability to the Public – Up to £2,000,000.
- ✓ Trace and Access – Reasonable costs in locating the source of any damage caused by the escape of water including the costs of subsequent repairs to walls, floors or ceilings.
- ✓ Garden Cover – Up to £5,000 for damage to hedges, lawns and plants.
- ✓ Glass or Sanitary Ware – Accidental breakage up to the buildings sum insured.
- ✓ Underground Pipes and Cables – Accidental damage up to the buildings sum insured.
- ✓ Blockage of Sewer Pipe – Up to £1,000.
- ✓ Loss of Metered Water – Up to £1,000.
- ✓ Door locks - Up to £750 for external doors to the buildings if keys are lost or stolen.
- ✓ **Contents** - The maximum amount you can claim for is the sum insured shown on your schedule.
- ✓ Theft or attempted theft from outbuildings – Up to the contents sum insured.
- ✓ Temporary Removal of Contents – Up to 15% of the contents sum insured.
- ✓ Contents in the Garden – Up to £250.
- ✓ Garden Cover – Up to £5,000 for damage to hedges, lawns and plants.
- ✓ Door Locks – Up to £500 for external doors to the buildings if keys are lost or stolen.
- ✓ Loss of Oil and Metered Water – Up to £1,000.
- ✓ Public Liability – Up to £2,000,000.
- ✓ Accidents to Domestic Employees – Up to £5,000,000.

Optional Cover

If you have selected optional cover this will appear on your schedule and you will be insured for the following:

- Accidental damage cover to your buildings
- Accidental damage cover to your contents.



What Is Not Insured?

For a full list of what is and is not covered please refer to the policy booklet.

- ✗ We will not pay loss or damage caused by malicious acts, escape of water, theft or attempted theft, leakage of oil, accidental breakage of glass or sanitary ware or accidental damage if the home is unoccupied or unfurnished.
- ✗ We will not pay loss or damage caused by malicious acts by you or any person lawfully in your home other than the resident tenants.
- ✗ We will not pay loss or damage caused by theft or attempted theft by any person lawfully in your home other than the resident tenants.
- ✗ We will not pay loss or damage caused by storm or flood to fences and gates.
- ✗ We will not pay claims for damage caused by subsidence, heave or landslip as a result of defective design or faulty workmanship or the use of defective materials or inadequate construction of foundations.
- ✗ We will not pay loss or damage caused by falling trees or branches as a result of felling, lopping or topping of trees.
- ✗ We will not pay liability arising directly or indirectly from any profession, business or employment other than the letting of the home.
- ✗ We will not pay for accidental damage claims caused by wear and tear, frost, damp, corrosion, atmospheric or climatic conditions or any gradually operating cause, rot, rust, fungus, insects or vermin.
- ✗ Valuables, money, credit cards or personal effects.
- ✗ We will not pay for loss or damage as a result of wear and tear or lack of maintenance other than for storm claims where we will pay up to a maximum of £1,500.



Are there any restrictions on cover?

- ! If the buildings have not been maintained in a good state of repair, a deduction will be made for wear and tear.
- ! We will not pay for the cost of replacing any undamaged items forming part of a set, suite or other article of a uniform nature.
- ! Any loss suffered by you due to any person obtaining property by deception.
- ! Any loss or damage to the property resulting from theft, attempted theft or malicious acts by you.
- ! We will not pay for any claim that is in any way fraudulent or exaggerated.
- ! It at the time of any loss, damage or liability arising under the policy there is any other insurance covering the same loss, damage or liability we will pay only our rateable proportion.
- ! It is a condition of this policy that the home is let on an assured shorthold tenancy agreement, occupation contract or private residential tenancy agreement.



Where am I covered?

- ✓ UK, Channel Islands and the Isle of Man.



What are my obligations?

- You must provide us with honest, accurate and complete information, and inform us without delay of any changes in your situation. In the event of a claim, you must notify us as soon as possible.
- You will need to let us negotiate, defend or settle any disputes or claims on your behalf. You will also need to let us take legal action in your name to get back any payment we have made under this policy.
- It is really important that you are honest with us when you are buying a policy or making a claim. Providing wrong or misleading information that you know could either help you gain financially, or us suffer a financial loss, is fraud and pushes up the cost of insurance for all customers.



When and how do I pay?

Payments will be collected on a monthly basis from the bank account you have provided.



When does the cover start and end?

This policy will start when we are notified of the commencement, exchange or completion date. Subject to payment of premiums by Direct Debit, the policy will continue on a monthly basis until we are instructed to cancel. We will send you an annual anniversary letter providing you with details of your cover.



How do I cancel the contract?

Please write to us at Ageas Insurance Limited, 55 Spring Gardens, Manchester, M2 2BY or telephone us on 0161 830 1316.

Cancellation within 14 days

You have 14 days from when you receive your policy documents or the commencement date of your policy (whichever is later). Providing a claim has not been made, a full refund of premium will be provided.

Cancellation after 14 days

You can cancel the policy any time after the 14 days, providing no claim has been made we will refund a percentage of the premium paid in proportion to the period of insurance left unused.

Insurance underwritten by **Ageas Insurance Limited**

Registered address: Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire SO53 3YA

www.ageas.co.uk

Registered in England and Wales No 354568

Ageas Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, Financial Services Register No 202039.

ageas®

HomeGuard Let Buildings and Contents – Additional Product Information

How do I report a claim?

Call our 24 hour claims helpline 0345 120 8410

Tell the police as soon as reasonably possible if you suspect theft or malicious damage.

Please do not throw away or destroy any items that are damaged.

Finally, do not negotiate or settle any claims made against you by anyone else, unless we agree in writing that you can.

Excesses that apply

Buildings Cover

Standard cover	£0
Escape of Water	£0
Subsidence	£0

Optional Buildings Cover

Accidental Damage	£0
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Contents Cover

Standard cover	£0
Escape of Water	£0

Optional Contents Cover

Accidental Damage	£0
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How do I make a complaint?

If your complaint is about the way your policy was sold to you, please contact your insurance agent to report your complaint.

If you have a complaint regarding your claim, please telephone us on the number shown in your claim documents. Alternatively you can write to us at Ageas Insurance Limited, Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire, SO53 3YA or email us through our website at www.ageas.co.uk/complaints.

Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme (FSCS).

If we cannot meet our obligations you may be entitled to compensation under the scheme. You can get more information from the Financial Services Compensation Scheme at www.fscs.org.uk or telephone **0800 678 1100** or **020 7741 4100**.

Insurance underwritten by **Ageas Insurance Limited**

Registered address: Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire SO53 3YA

www.ageas.co.uk

Registered in England and Wales No 354568

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HH543-01 July 2022 Connells HomeGuard Let Combined IPID





We are members of:



Gascoigne Halman Limited is registered in England and Wales under company number 2274169. Registered Office is 42 Alderley Road, Wilmslow, Cheshire, SK9 1NY. VAT Registration Number is 500 2481 05. For activities relating to regulated mortgages and non-investment insurance contracts, Gascoigne Halman is an appointed representative of Connells Limited which is authorised and regulated by the Financial Conduct Authority. Connells Limited's Financial Services Register number is 302221.

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