



B R U N S F I E L D

## LANDLORD INFORMATION

The following information is designed to give Landlords who are considering using Brunsfield to manage their property guidance on our charges and processes.

If you are unsure on any of the below or if you need further detail please call our office on +44(0)203 601 7676.

You should note in particular that our fees related to letting and the renewal of tenancies are payable not only for the Initial Period of each Tenancy, but also for the whole length of time that the tenant introduced by us, or the occupant (as defined) remains in occupation of The Property.

The management element will only be payable while we are the managing agents but our management must be for a minimum period of twelve months but you can terminate our property management service at any time after that minimum period on giving us at least three months prior notice in writing. However, in that instance our letting fee will still be payable in connection with any renewals to the same tenant or occupant at the rate agreed on instruction.

### Services

- Letting & Rent Collection
- Letting & Property Management
- Short Letting (including Property Management)
- Property Management
- Vacant Unit Management.

### Service Information

We trade as a Limited company registered at Companies House (Reg. No 8867787). Our VAT number is 180795772. We are members of the dispute and compensation scheme operated by The Property Ombudsman ([www.tpos.co.uk](http://www.tpos.co.uk)) and our registration number is: D9428

### Pre-Letting Requirements

#### Identification

In order to comply with the Proceeds of Crime Act 2002 and the Money Laundering Regulations 2007 we require you to provide us with one proof of identity and one proof of residence, which can be selected from the list below. We are not able to accept printouts of online bank statements or utility bills.

#### Proof of Identity

- Full Passport
- National Identity Card
- Full Driving Licence

#### Proof of Residence

- Council Tax bill
- Utility bill
- Mortgage statement
- Bank/ credit card statement

If the Landlord is a public limited company we will require a certified copy of the Certificate of Incorporation. If the company is not quoted we require certified copies of any two of the following documents:

- Memorandum and Articles of Association
- Certificate of Incorporation
- A set of the latest accounts
- The most recent annual Companies House return.

In addition we need proof of identity and residence of one of the directors of the Company.



## **Safety Legislation**

### **Furniture & Furnishings (Fire) (Safety) (Amendment) Regulations 1993**

It is a criminal offence to let Premises with upholstered furniture or soft furnishings containing foams that cannot be proven to comply with the above Regulations. The Regulations require that specified items must be match resistant, cigarette resistant and carry a permanent label.

### **Electrical Equipment (Safety) Regulations 1994**

The Landlord is responsible for providing instruction books for all items of electrical equipment and for ensuring that all electrical appliances within the Premises comply with the above Regulations. You should also ensure that all electrical installations are safe and have them checked regularly.

### **Gas Safety (Installation and Use) Regulations 1998**

It is a criminal offence to let Premises with gas appliances, installations and pipe-work that have not been checked by a Gas Safe Registered Engineer. The Landlord will need to provide us with a copy of a Gas Safety Certificate (GSC) carried out no more than twelve months previously. The GSC will need to be renewed at twelve monthly intervals. We need to give your Tenant documentary proof of your compliance with these Regulations at the commencement of the Tenancy and within twenty-eight days of the GSC being renewed. No Tenancy can commence until we are in receipt of a valid GSC. If we are not managing the Premises it is the legal responsibility of the Landlord to arrange for the gas safety check and for a copy of the Gas Safety Certificate being given to the Tenant annually.

### **Part "P" Building Regulations (Electrical Safety in Dwellings)**

From January 1 2005 the above Regulations came into force requiring qualified personnel to carry out certain electrical work at premises. To ensure compliance with the Regulations we will only use a competent person to carry out any electrical work at the Premises. If the Landlord wishes to use his own contractor we will need written proof that he is currently registered with an approved self-certification scheme before issuing instructions.

### **Smoke Alarms and Carbon Monoxide Alarms**

Under current legislation being the Building Regulations 1991 it is the law that all newly built premises from June 1992 must have mains fitted smoke alarms with battery back

up. Other properties do not require smoke alarms by law. However if battery operated smoke alarms are fitted to the Premises the Landlord must ensure that the alarms are in working order at the start of a Tenancy. It is not the law that carbon monoxide alarms are fitted to premises. However we advise all landlords to consider the installation of alarms to protect the Occupier and help prevent any legal action being taken against a landlord. If you wish us to arrange the fitting of alarms at your expense you must advise us in writing.

### **Energy Performance Certificate ("EPC")**

All properties going on the market for letting must have an EPC. A copy must be given to the Tenant with written details or prior to the first viewing. The Landlord must provide us with an EPC when first giving instructions. The Premises cannot be marketed without an EPC as the first page must be provided to the applicant with written instructions. A fixed penalty for every property marketed without an EPC may be imposed by the Trading Standards Officer. We can arrange an EPC subject to the charge shown in Additional Services.

### **Consent for Letting**

On instruction you must warrant that the Landlord is the owner of the Premises, or otherwise lawfully entitled to enter into an Occupation Agreement. You may be asked to provide us with sufficient documentary evidence to satisfy us and the Occupier that the Landlord is entitled to do so.

### **Mortgage**

If the Premises are subject to a mortgage, you will need your mortgagee's written consent to the proposed letting. The mortgagee may want to see a copy of the Tenancy Agreement, which can be supplied upon written request.

### **Sub-letting**

If the Landlord is a leaseholder, you will normally require the consent from your Superior Landlord, freeholder or their managing agent before you can sub-let the Premises to an applicant. In giving consent the Superior Landlord or their managing agent may require you to provide references for your Tenant & for you & your Tenant to enter into an agreement to observe the covenants in your head lease.

### **Insurance**

It is essential that the Premises and the contents included in the Inventory and Schedule of Condition are adequately insured and that your insurers are aware that the Premises are let. Failure to do so may invalidate your insurance. You must inform your insurers whenever the Premises remain vacant for



a period greater than specified in your insurance policy. You should also check that your insurance policies include third party liability to protect you if the Tenant or a visitor to the Premises is injured.

### **Taxation**

You will be liable for tax on income arising from letting the Premises and you must inform Her Majesty's Revenue and Customs ("HMRC") that the Landlord is letting the Premises. There are a number of allowances that you can claim against this income. You should seek advice on these allowances from your accountant or from the HMRC website which can be accessed on [www.hmrc.gov.uk](http://www.hmrc.gov.uk). You must also keep all your invoices for six years for tax purposes.

The HMRC has special rules regarding the collection of tax on rental income if the Landlord is a landlord who is resident overseas for a period of more than six months in any tax year, or you subsequently move abroad. If you fall into this category it is your responsibility to obtain a tax approval number from HMRC. The relevant form and guidance notes can be downloaded from [www.hmrc.gov.uk](http://www.hmrc.gov.uk). Until that approval number is given to us by the HMRC we are legally obliged to deduct tax from your rental income at the prevailing rate, currently 20%. This money is forwarded to HMRC on a quarterly basis.

### **Stamp Duty Land Tax**

Under the terms of the Finance Act 2003 The Tenants will be responsible for stamping the Tenancy Agreement where the total rent exceeds £125,000 in order to meet stamp duty Land Tax Requirements. There is no Stamp Duty Land Tax payable by the Landlord on Counterpart Tenancy Agreements.

### **Fees & Commission**

The Landlord is responsible for paying our Commission at the rate agreed in writing on instruction when any person, company or other organisation enters into a binding contract for the occupation of the Premises where they do so as a result of:

- a viewing conducted by us;
- sight of any marketing or advertising material produced by us or by our instructions;
- by way of an introduction from an existing occupier for which we have previously charged a commission; or
- through the work of yourself or any other agent where this occurs during our period of sole agency;

- through the work of yourself where this occurs during our period of multiple agency.

This Commission remains due and payable in relation to any extension, renewal or continuation of the occupancy contract whether or not we are the effective cause of the said extension, renewal or continuation and for the period of time any such party or their assignees, subtenants or successors in title continue to reside in the Premises. Our Commission is payable whether or not we are the effective cause of the transaction. You should note that this may involve you paying Commission to two agents if you instruct another agent to find an occupier for your Premises during the period that we are instructed on a sole agency basis.

### **Commission Due**

Our Letting & Rent Collection Commission payment will become due at the agreed start date of the Occupation Agreement and we will invoice you accordingly and take payment from the monies paid by the Occupier of the Premises until our Commission and any other fees and disbursements have been paid. Our Management Commission (if applicable) will be divided into equal amounts and taken from the payments made by the Occupiers at the intervals agreed in the Occupation Agreement. Our other fees & disbursements will be taken in full from payments made by the Occupier. Should the Occupier fail to make any payments our Commission, Fees and Disbursements will still be payable by you and we will invoice you accordingly.

### **VAT**

Value Added Tax will be chargeable on all Commission at the prevailing rate (currently 20%). This rate may change from time to time and the total cost will change accordingly.

### **Management Service**

If we are instructed to manage the Premises then an additional commission at the rate agreed in writing on instruction will be payable, plus the Commission due for the Letting and Rent Collection Service or other money payable throughout the initial fixed Term and any continuation, extension or renewal of it whether fixed Term or periodic whether or not we are instructed to act on your behalf.



## Agent Undertakings

### When we are instructed to let the Premises we will do the following:

- We will visit the Premises and provide you with an indication of the current market rent.
- We will market your Premises to inform suitable applicants of the availability of your Premises.
- We will conduct all viewings unless otherwise agreed.
- Negotiate any offers received and confirm the terms of the offer to you for acceptance.

### When an applicant shows an interest in your Premises, we will:

- Provide them with a sample Tenancy Agreement;
- Take up references upon each applicant whenever possible
- If the applicant passes the referencing procedure the references will be forwarded for approval.

### If a tenancy is agreed, we will:

- Arrange for an Inventory and Schedule of Condition to be completed where appropriate.
- Arrange a check in of the Inventory. The Landlord will normally pay for the check in report (the Tenant will normally pay for the cost of the check out report).
- Prepare a comprehensive Tenancy Agreement setting out the rights and obligations of both parties including any special terms that have been agreed.
- Notify the electricity, gas, water and telephone companies and the local authority when the Tenant occupies your Premises. You will need to pay any outstanding utility charges up to and including the date upon which the Tenant occupies the Premises and for any void period between tenancies.
- Arrange the cleaning of the Premises if instructed in writing.
- Collect the first month's Rent (if instructed), together with the Deposit which is usually equivalent to six weeks' Rent, and arrange the signing of a standing order so that future Rent payments are made promptly direct to your bank account.
- Accept the Deposit from the Tenant (if instructed) on your behalf and pass it to you for registration with the Deposit Protection Service (DPS).

### At the end of the Tenancy we will:

- Serve Notice to end the Tenancy if requested in writing and you do not wish to renew or extend the Tenancy. You must provide us with at least ten weeks written warning that you want to end the Tenancy either at the end of the fixed Term or according to a break clause.
- Arrange a check out of the Inventory if we manage the Premises.

## Renewal

We will do the following:

- Contact you towards the end of the initial fixed Term to find out if the Tenancy should be renewed and to agree any renewal instructions. We will review the Rent and advise you if a Rent increase is possible or desirable depending upon current market conditions.
- Write to the Tenant once written confirmation has been received from you requesting the Tenancy to be renewed or extended as a periodic Tenancy asking if they wish to renew the Tenancy and advising of any proposed Rent increase if a new fixed Term is agreed. We will then negotiate between the two parties if requested.
- We will prepare the extension document for both parties where requested including drafting any new or special clauses agreed between the parties varying the terms of the original Tenancy. The extension documents will be sent to both parties for signature.
- Try to ensure both parties sign the documentation by the start date of the new period of the Tenancy.
- Date the signed documents once we have received them to complete the contract and send the documents received to the relevant party. You will receive the copy signed by the Tenant and the Tenant receives the copy signed by you.
- Inform you that if the Tenant has an Assured Shorthold Tenancy and it continues to roll-on on a month to month basis (i.e. a periodic Tenancy) rather than agreeing a new fixed Term then the Rent can only be lawfully increased on an annual basis if we serve the Tenant with a valid Notice under Section 13(2) of the Housing Act 1988.

## Rent Collection

- In addition to the Letting Service detailed above we will use our best efforts to arrange for a standing order to be set up so that the Tenant can send future Rent payments direct to us. Payments received will be sent to you within 5 working days after receipt of cleared funds, less our agreed fees and



expenses into your nominated bank or building society account.

- You should set up a facility with your bank to ensure payment of all regular out-goings to take account of alterations to the payment dates, void periods or failure by the Tenant to pay any sums due.
- We cannot be held responsible if the Tenant fails to pay any sum due under the Occupancy Agreement unless it is due to our negligence or breach of contract. We will however take action in your name to recover unpaid monies by serving the appropriate letter requesting payment to the Occupier. If this does not have the desired effect we will advise you to instruct specialist solicitors to take further action.

#### **Schedule 4: Full Management**

**In addition to the above Services we will do the following:**

- Pay current outgoings such as ground rent if applicable, any service charge and/or maintenance charge or similar contribution to shared expenses and account to you regularly provided we hold sufficient funds.
- Deal with day-to-day management matters, including minor repairs up to a maximum figure for any one item which will be agreed with the Landlord at the time of taking the instruction and the signing of this Agreement.
- Instruct tradesmen to carry out any maintenance, repairs or other work on your behalf where instructed to do so.
- Use a particular contractor if requested by you provided we have copies of their professional qualification, public liability insurance and the person is readily available.
- Advise that we are not liable for any loss or damage suffered by you if we are unable to carry out repairs or maintenance because we do not hold any or sufficient funds unless the loss or damage is due to our negligence or breach of contract.
- Visit the Premises approximately 4 times each year, or more frequently if agreed in writing and the Tenant grants access.
- Supervision of the Premises is not part of our management function when it is unoccupied unless specifically agreed in writing and is subject to an additional administration fee.
- Supervise, under certain circumstances, either the partial or total refurbishment of properties subject to an administration fee.
- Where appropriate try to arrange a mutually convenient time for contractors to meet the Tenant when attending the

Premises to undertake work on your behalf.

Either party may withdraw instructions to manage the Premises upon giving 3 months' written notice.

#### **Landlord's Undertakings**

##### **Rent Arrears or Breach of Covenant**

- It is your responsibility to take all necessary steps to ensure that actions are taken to protect your interests, including instructing solicitors and commencing legal proceedings to preserve your rights and recover arrears of Rent and to defend all actions or other legal proceedings and arbitrations that may be brought against you in connection with the Premises. All costs and disbursements incurred including legal costs and disbursements will be payable by you.

##### **Reimbursement of the Agent**

- You will keep us reimbursed and indemnified for and against any claim, damage, expense or liability whether criminal or civil suffered by us from and during the time that we are or were acting on your behalf unless it is due to our negligence or breach of contract. For the avoidance of any doubt we reserve the right to have work carried out on your behalf and to charge you for that work to ensure that you fulfil your contractual and statutory obligations as a landlord. If any Notice is served on the Agent under the Housing Health and Safety Rating Scheme of the Housing Act 2004 requiring the Agent to carry out any work, repairs or maintenance of the Premises the Landlord will reimburse the Agent promptly for all costs expenses & fees incurred.

##### **Sub-Contractors**

- Any other party, including but not limited to, external inventory clerks, gas, electrical or water engineers, builders or surveyors, Domestic Energy Inspectors, or solicitors who we instruct will be instructed on your behalf. This means that the Landlord is the contacting party and that you have the primary liability for the payment of that sub-contractor's invoices, fees, charges or other expenses and that they, and not we, owe you a liability for the quality of their work.

##### **Housing Act 2004**

- Due to this Act certain types of Premises may require a licence before they can be let. These properties are primarily Houses of Multiple Occupation ("HMOs") occupied by three or more people who are not related but, in certain areas, licences can be required for non-HMO property. It is your responsibility to determine whether you need a property licence and to obtain that licence.



- Also as part of the Housing Act 2004 private dwellings must comply with the Housing Health and Safety Rating System (“HHSRS”) which is a means of measuring hazards and risk of injury at the Premises. This system applies to all properties but is most commonly applied to tenanted property. The responsibility for ensuring the Premises comply is entirely yours

### **Deposit Handling**

We will normally hold the Deposit if it is an Assured Shorthold Tenancy unless specifically requested by the Landlord in writing to transfer it to him and the prospective Tenant agrees in writing. If we are protecting the Deposit to comply with current legislation under the Housing Act 2004 we will register the Deposit and transfer it to the Deposit Protection Service (“DPS”) within thirty days of the Tenancy commencing or the Deposit being taken whichever is earlier

If we are not managing the Premises we will charge an administration fee as to cover costs for holding the Deposit and passing it to the DPS. We will not negotiate deductions between the Landlord and the Tenant but will inform DPS how the Deposit is to be released by completing the relevant documentation once both parties confirm in writing the deductions to be made. Unless we manage the Premises we will not negotiate on your behalf unless instructed by you in writing.

### **General**

#### **Data Protection Act 1998**

In order to comply with the Data Protection Act 1998 to prevent any unauthorised access to or use of personal data we have the responsibility to keep your information and that of any Tenant or Occupier confidential and will only use it if fees are not paid and we wish to refer the matter to a debt collector or solicitor; or if we are specifically required do so by law; or to pass it to a government agency by law; when instructing solicitors; to change account details for utility suppliers and the council tax into or out of your name; or when a contractor’s invoice has not been settled by you.

#### **Terms of Property Management Service**

Except in cases where special arrangements are made, our property management appointments is for the whole initial letting period and thereafter, as long as the tenancy continues, subject to 3 months’ notice on either side.

#### **Disability Discrimination Act 1995**

Amendments to the above Act came into effect in December 2006 giving a disabled person the right to ask the Landlord for reasonable adjustments to The Property to enable him to enjoy The Property and its features in the same manner as an able-bodied person. Such adjustments are temporary and can be reinstated at the end of the Tenancy; that is changes to wall colour, provision of a portable wheelchair ramp, changes to door handles, doorbells and taps. Reasonable adjustments are at the Landlord’s expense. Currently a Landlord does not have to make physical alterations to a property or its fixtures and fittings such as enlarging doors, provision of a concrete ramp etc.

#### **Disclaimer**

Brunsfeld will carry out all services with reasonable care and skill. However, we are unable to guarantee the suitability of the Tenant, timely rental payments or vacant possession at the end of the Tenancy and cannot be held liable by the Landlord for such events.

#### **Complaints Procedure**

Brunsfeld aims to provide the highest levels of service. On occasions however we recognize that matters may not always proceed smoothly. In such instances we operate an in house complaints procedure so that our clients may inform us of any problems they have experienced. For details of our In House Complaints Procedure please contact the Brunsfeld Office at:

19 South Audley Street,  
London W1K 2NU

Telephone + 44 (0)20 3 6017676