



frost & co
PROFESSIONAL LETTINGS

**INFORMATION
FOR LANDLORDS**

Katie Ticehurst

MARLA
Director



Katie has over 16 years' experience in Residential Lettings in BH14 and is a local lettings expert! Katie is responsible for the running of the office and overseeing each department.

katie@frostandco.net

Simon Vella

MARLA
Lettings Manager



Simon has a wealth of experience in residential lettings in Bournemouth, Poole and London. Simon will manage the initial lettings process from valuation, viewings and tenant selection, referencing and key collection.

simon@frostandco.net

Denise Rowell

Lettings and Accounts
Administrator



Denise is an integral part of the team with extensive experience in the industry. Denise supports the team by completing all aspects of Accounts and Administration from production of tenancy documents, coordinating move ins, renewals, and daily rent collection and payments.

poolelettings@frostandco.net

At Frost & Co Professional Lettings, we are dedicated to providing a high quality lettings service focusing on customer care. We understand that letting your property can be a stressful time, especially if you are not receiving the right advice, we therefore aim to guide you through the process one step at a time using our knowledge and expertise to provide an efficient and honest service, supported by our advanced technological systems and knowledge of the latest legislation.

Operating from our dedicated Lettings office in Ashley Cross, Parkstone; our personable approach encourages our landlord clients to utilise our lettings and property management experience and we make sure that each and every rental property portfolio delivers as it should, ensuring that reliable long term returns are achieved on an on-going basis.

Frost & Co Professional Lettings are proud to be licensed members of The Association of Residential Letting Agents (ARLA). As well as being members of The Property Ombudsman and Safe Agent offering peace of mind that we operate to the highest possible standards within the lettings industry.

This pack provides you with some tips and advice to help you let your property successfully.

You will receive our Client Contract and Terms of Business for your perusal, should you instruct us you will receive a Acceptance Form for your completion to include your details, address, bank account details and information regarding the property.

SCHEDULE OF SERVICES AND FEES

OUR LETTINGS SERVICES	Full Management	Let Only
Visit the property and supply of a rental valuation by an experienced and qualified member of the team	✓	✓
Advising on current legislation and legal aspects of letting	✓	✓
Advertising and marketing of the property, accompanied viewings, contract negotiation. Detailed Tenant checks and referencing including Right to Rent Checks	✓	✓
Prepare the property for letting including arrangement of works such as redecoration, professional cleaning etc (cost of which will be charged accordingly)	✓	
Drafting and issue of tenant documents (via DocuSign)	✓	✓
Advise of your legal obligations and arrange required certification when instructed (and paid) to do so	✓	✓
Arrangement of professional inventory (Completed by a third party) *Inventory charged as per fee schedule	✓	✓
Collection of initial rent and deposit from the tenant	✓	✓
Transfer of deposit to the Landlord to register with their chosen scheme within 30 days of agent receipt		✓
Arrangement of required maintenance/annual safety certification Including dedicated Property Manager and emergency out of hours number	✓	
Key holders	✓	
Periodic, photographic property inspections	✓	
Renewal negotiations including arrangement of rent increases. Preparation of renewal documents. *Renewals are charged as per the fee schedule	✓	
Advice and service of notices if/when required. *Legal notices are charged as per the fee schedule	✓	
At the end of the tenancy we will arrange a check out, review the report and arrange deposit return. *Check out charged as per fee schedule	✓	
General advice and legislative updates throughout the tenancy	✓	

Full Management charged at 12% of the monthly rent including VAT plus £360.00 inc VAT setup fee to include: Administration, tenant referencing, tenancy documents and deposit registration.

Let Only charged at 90% of the first months rent including VAT

ADDITIONAL FEES

	FEES INCLUSIVE OF VAT
Renewal Fee For the negotiation, preparation and issue of renewal documents	£180.00
Landlord use of own Tenancy Agreement If a Landlord wishes to provide and use their own tenancy agreement	£90.00
Copy Tenancy documents/statements (Electronic copy)	£30.00
Copy Tenancy documents/statements (Hard copy)	£60.00
Annual Accounting Statement	£90.00
Non Resident Landlord Tax accounting return	£60.00
Key cutting arrangement fee	£60.00
Call out Fee Applied when meeting Landlord own tradesperson or delivery	£60.00
Arrangement of EPC, LGSR, EICR, LRA, Inventory – outside of tenancy OR for LET ONLY Landlord's	£30.00
Change of Landlord Bank Details	£90.00
Service of Notice/s (Section 48, 47, S8, S13, S21)	£90.00
Arrangement and Management of maintenance over £500	12% of total invoice
Rent Recovery Insurance	Available upon request
Smoke and Carbon Monoxide Alarm Testing (on tenancy start date)	£30.00
Deposit Dispute evidence collation and submission (managed lets only)	£180.00
Liaising with solicitors on behalf of the Landlord	£60.00 (per correspondence)
Court appearances on behalf of the landlord	£240.00
Additional / Let Only Inspection	£60.00
Administration fee for the management and liaising with insurance schemes such as Home Serve and British Gas Homecare etc	£60.00 annually
Processing Insurance Claims	£180.00
Let Only Tenancy Health Check to include rent review and compliance check. NB – any notices or legal documents required will be charged accordingly	£240.00
Administration fee due payable in the event you, the landlord withdraw from the letting	£180.00

INVENTORY AND CHECK OUT CHARGES

– Prices inclusive of VAT

Completed by professional, independent inventory clerks, Verismart Inventories

SIZE	UNFURNISHED	FURNISHED
Studio	£52.80	£66.00
1 bedroom	£66.00	£79.20
2 bedroom	£78.00	£91.20
3 bedroom	£90.00	£110.40
4 bedroom	£114.00	£141.60
5 bedroom	£141.60	£181.20
6 bedroom	£154.80	£222.00

N.B. some properties may incur an extra room charge (e.g utility room) £10 per room

Check Out fees are due at the end of the tenancy, deducted from the final rent payment for managed properties for Tenant Introduction Landlord's must pay at the time of booking.

TESTIMONIALS

I first met Katie Ticehurst of Frost and Co in September 2015. Since then she has managed my property and took on another property the following January.

Katie and her team have been very professional and helpful whenever I had to contact them about anything regarding my rental properties.

I have always had my rental money and statements on time every month.

Nothing is too much trouble to them. I would highly recommend them and the company they represent.

J Moxey

We have been using Frost Lettings for a number of years and thoroughly recommend them.

Mr & Mrs Trisconi

I have no hesitation in recommending Frost & Co.

The service we have received has been exceptional. All the staff are helpful, open and honest in the advice given and they could not have been more proactive and professional on our behalf - we have always found them to be a pleasure to work with.

I cannot praise them enough for the help they have given us over the years. Not only have they always managed to let our property very quickly, but whenever we have needed advice on finding good tradesmen for occasional repairs, they have provided a prompt and efficient response. They are willing to go the extra mile that some other lettings agents don't seem to want to.

They give a genuinely personal service. I would highly recommend them.

Mr Foulkes

Having used various estate agents in different contexts, Frost & Co was a breath of fresh air in letting our property. Katie was professional, flexible and proactive without being pushy – highly recommended.

Mr Hughes



Preparing a property for Letting

Our experience shows that a property offered in good condition will not only achieve a better rental figure but is more likely to be well maintained by a higher calibre of tenant.

We recommend that you leave the property, including furniture and appliances, in a clean and tidy order so that the tenancy gets off to a good start and cleanliness is encouraged and maintained through the tenancy; tasteful décor is encouraged, preferably in neutral colours such as cream, beige or white. Plain carpets or wooden flooring are most popular with tenants.

Frost & Co Professional Lettings let properties unfurnished, part furnished and fully furnished and the landlord's legal rights are the same whichever option is taken. If letting unfurnished the landlord is required to supply carpets or suitable flooring, curtains including nets or blinds and light fittings. As a minimum the kitchen must have a cooker in good working order and plumbing for a washing machine.

We advise that you leave a detailed set of instructions on how to live in the property as this will be very useful for both the tenant and ourselves, for example how to operate the gas fire, where the stopcock is located, how to operate the boiler. Please leave instruction manuals for the boiler and all domestic appliances and advise Frost & Co Professional Lettings Ltd of any outstanding guarantees and or service contracts.

Safety Regulations

As a Landlord of residential property you have a duty of care to your Tenant. Therefore, you must comply with the relevant Health and Safety legislation. Failure to meet these obligations may lead to criminal and civil proceedings. This is a brief overview of the safety regulations that govern the residential lettings industry.

You must be aware of the contents of this information before you sign the acceptance form, thereby creating a contract with us.

We record here that the Landlord will indemnify Frost & Co Professional Lettings Ltd, the agent, from ensuing action that might arise from such non-compliance.

THE GAS SAFETY (INSTALLATION AND USE) REGULATIONS 1998

Landlords must comply with these regulations by ensuring that an inspection is carried out by a 'Gas Safe' registered engineer before a tenancy is executed. A satisfactory Landlords Gas Safety Record must be obtained (unless one already exists) and a copy given to the tenant before they move in. This has to be renewed annually with a copy given to the tenant within 28 days of the check being completed. You must keep a record of the safety check for 2 years. The regulations apply to all pipework, appliances and flues, which you own and have provided for your Tenants use, whether fixed or portable and all forms of gas supply (including Calor).

Failure to provide the tenant with a copy of an up to date Landlord Gas Safety Certificate will result in the inability of serving a Section 21 notice to gain possession of the property.

ELECTRICAL SAFETY STANDARDS IN THE PRIVATE RENTED SECTOR (ENGLAND) REGULATIONS 2020

Landlords have a legal obligation to comply with these regulations as of 1st July 2020 for all new tenancies and 1st April 2021 for existing tenancies.

An Electrical Installation Condition Report (EICR) will be required, and a certificate issued to the Tenant prior to any tenancy commencing.

The EICR must be completed by a qualified person, competent to undertake the inspection and testing required. The engineer must have a City and Guilds 2391, or the more recent 2394/2395 qualifications, as well as to be a member of one of the industries regulatory bodies.

Once the certificate is complete any remedial works required must be actioned within 28 days of the date of the report and an update certificate issued to the Tenant.

Most EICR's will come with a maximum of a 5 year expiry date for renewal, however this can be less depending on the condition and age of the installation tested.

THE FURNITURE AND FURNISHINGS (FIRE) (SAFETY) REGULATIONS 1988

These regulations apply to soft furnishings. Your property must meet the regulations and compliant furniture should have confirming labels attached. Non-compliant furniture must be removed or replaced.

THE SMOKE AND CARBON MONOXIDE ALARM (AMENDMENT) REGULATIONS 2022

Private sector Landlord's are required by law to have at least one smoke alarm installed on every storey of their property and a carbon monoxide alarm in any room containing a solid fuel burning appliance (e.g coal fire, wood burning stove etc) and fixed combustion appliance such as a boiler.

The Law also states that Landlord's are responsible for checking the alarms on the day a new tenancy commences and throughout the tenancy, when a tenant reports that an alarm may not be in proper working order the alarm must be repaired or replaced by the Landlord as soon as reasonably practical.

ENERGY PERFORMANCE CERTIFICATES (EPC)

An Energy Performance Certificate is required for all properties being marketed to let, a copy must be provided for a prospective Tenant prior to signing up for a property. Failure to provide a tenant with a copy of the EPC will result in the inability of serving a Section 21 notice to gain possession of the property.

The EPC is valued for 10 years and can be used over and over again when letting your property.

Currently, the minimum energy efficient standards (MEES) for rented properties is a minimum of an E Rating. The new regulations would mean that from 2025 your rented property would need to have a rating of C or above.

These changes are to ensure homes are more energy efficient and to reduce carbon waste and the requirement will be phased in starting with new tenancies from 2025 and all existing tenancies from 2028.

If you do not comply, you could face penalties of up to £30,000.

LEGIONELLA RISK ASSESSING

Landlords have a duty of care to ensure Health and Safety within their rented property and as such there have been recent changes to the Approved code of Practice in regard to the Control of Legionella bacteria in water systems. It is now a requirement for all landlords of residential rental properties to have a Legionella Risk Assessment completed every two years to comply with the law.

HSE and Local Authority inspectors do not proactively inspect domestic premises or ask for evidence that landlords have undertaken a risk assessment. However, if a tenant were to contract Legionnaires' disease from the water system in their home, the landlord may be liable to prosecution under HSWA, and would have to demonstrate to a court that they had fulfilled their legal duty, so it is important for the risks to be assessed and controlled.

Further information can be found at:
<http://www.hse.gov.uk/legionnaires/legionella-landlords-responsibilities.htm>

HOMES (FIT FOR HUMAN HABITATION) ACT 2018

The Homes Act became a legal requirement in March 2019 replacing Section 8 of the Landlord and Tenant Act 1985; with the purpose of improving living standards in private and social rental sectors.

Landlord's (and Agents) must ensure that properties are fit for human habitation at the beginning and throughout the duration of a Tenancy and Tenants will be able to take legal action if the Landlord/Agent does not comply with the Act.

In order to ensure your compliance a Risk Assessment must be completed prior to the commencement of Tenancy and acted upon immediately if a risk is highlighted.

The 29 HHSRS Risks are; Damp and Mould Growth, Excess Cold, Excess Heat, Asbestos (and manufactured mineral fibres), Biocides, Carbon Monoxide (CO) and fuel combustion products, Lead, Radiation, Uncombusted Fuel Gas, Volatile Organic Compounds (VOCs), Crowding and Space, Entry by Intruders, Lighting, Noise, Domestic Hygiene Pests and Refuse, Food Safety, Personal hygiene, sanitation and drainage, Water Supply, Falls associated with Baths, Falling on Level Surfaces, Falling on Stairs etc, Falling Between Levels, Electrical Hazards, Fire, Flames and Hot Surfaces, Collisions, Cuts and Strains, Explosions, Position and Operability of Amenities, Structural Collapse and Falling Elements.

A Risk Assessment can be completed by Verismart Inventories at the time Inventory and charged as follows:

Safety pack to include the Housing Health and Safety Rating System (HHSRS) Risk Assessment, Legionella Risk Assessment and Smoke and CO Alarm Testing at a cost of £114.00 inc VAT

More information can be found at: https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/15810/142631.pdf

REPAIRS

Landlord's have statutory responsibility for certain repairs under section 11 of the Landlord and Tenant Act 1985 relating to:

- a) The structure and exterior of the dwelling, drains, gutters and external pipes.
- b) Installations in the dwelling for the supply of water, gas, electricity and sanitation.
- c) Space and water heating appliances.

PRE-TENANCY SERVICES

We are able to oversee and manage minor maintenance to full property refurbishment prior to letting a property at a fee of 10% of the total invoice/s plus VAT.

Please ask us about this for more information.

General Authority

The landlord confirms that he/she is the sole or joint owner of the property and that he/she has the right to let the property under the terms of the mortgage and head lease. Where necessary the landlord confirms that permission to let has been granted by the mortgagee. The landlord authorises the agent to carry out various duties of property management as agreed. The landlord also agrees that the agent may take and hold deposits on behalf of the landlord as stakeholder.

Tax Implications

UK BASED LANDLORDS

There is no obligation for the rent receiving agent to deduct tax from the rent. It is the Landlord's obligation to report the income received from rent to the Inland Revenue and pay whatever tax is due. In most circumstances a Landlord would have to pay tax on the profit made after allowances have been deducted.

For your own peace of mind, we strongly recommend that you seek advice from a qualified accountant with regard to any tax queries you may have.

NON-RESIDENT LANDLORDS

A Non-resident landlord is a person who has UK rental income and whose "usual place of abode" is outside the UK. The Isle of Man, the Channel Islands and the Republic of Ireland are outside the UK.

Under the Taxation of Income from Land (non-residents) Regulations 1995, the rent receiving agent will be required to deduct 20% (applicable at this time) from the rent (after taking deductible expenses into account) and to pay the Revenue each quarter.

However, overseas landlords can apply to the Inland Revenue for an exemption from this requirement. If granted, notification is sent to the rent receiving agents who can then pay the rent in full to the Landlord, without deduction of tax.

For further information you can contact the relevant Inland Revenue department on (UK) 01514726208 or 6209 or log onto www.inlandrevenue.gov.uk

Referencing

We conduct thorough and comprehensive credit checking and referencing to include credit reports, income references, landlord references and bank verification.

We use the services of Rent4Sure to collect demographic CAMEO data, linked addresses, bankruptcies, insolvencies and electoral roll data.

Furthermore we validate the identity of each tenant by checking **Proof of Residency** against the Electoral Roll, Credit Agreements, BT telephone Database and Court Data, **Proof of Identity** by matching Date of Birth on Electoral Roll credit lenders and the BT database and **Alerts** checking HM Treasury Sanctions, Senior Political Figures, Halo (deceased register) and Office of Foreign Asset Control.

These checks allow us to determine the suitability of the proposed tenancy prior to drawing up any tenancy documents.

Immigration Act 2014 – Right to Rent Checks

In order to comply with this legislation we obtain copies of the prospective tenants Right to Rent documentation and confirm whether it is acceptable and that the tenants have the Right to Rent in the UK. Copies are kept on file and any Tenants with a time limited stay are diarised and re-checked for those in receipt of our Managed Service.

For Let Only Landlord's you would be responsible for checking this yourself.

Client Money Protection (CMP)

In April 2019 it became a legal requirement for all Letting Agents to hold Client Money Protection. You can be safe in the knowledge that as licensed ARLA Propertymark agents this is something we have held since the outset. It will soon become a legal requirement for Let Only landlord's to also comply with this legislation.

Tenant Fees Act 2019

June 2019 saw the introduction of the Tenant Fees Act which prevents both Landlord's and Agents from charging Tenants any fees at any point throughout a tenancy (with the exception of permitted payments) and also caps Tenancy deposits at the equivalent of 5 weeks rent.

Landlord's are responsible for all costs associated with setting up, renewing or ending a tenancy (i.e. referencing, administration, inventory, renewal and check out fees).

The only payments that can be charged in connection with a tenancy are:

- a) The Rent
- b) A refundable tenancy deposit - capped at no more than five weeks' rent where the total annual rent is less than £50,000 or six weeks' rent where the total annual rent is £50,000 or above.
- c) A refundable holding deposit (to reserve a property) - capped at no more than one weeks' rent
- d) Payments to change the tenancy (when requested by the Tenant e.g. Pet clause)
- e) Payments associated with early termination of the Tenancy (when requested by the Tenant)
- f) Payments in respect of utilities, communication services, TV licence and council tax (due payable to the relevant utility and communication companies) *

- g) A default fee for late payment of rent and replacement of lost key/security device, where required under a tenancy agreement.

*In the event that the rent includes bills, or if the Landlord resells energy to their Tenants the Landlord is governed by Maximum Resale Price (MPR) provisions set by Ofgem. This means Landlord's can only resell energy at the price they have paid to a licensed energy supplier. Tenants are entitled to receive a breakdown of the costs paid by a Landlord upon request and can take a Landlord to court to recover any amount overcharged.

NB You cannot evict a Tenant using the Section 21 eviction procedure until any unlawfully charged fees or unlawfully retained holding deposit is repaid

Rents

We will agree a rent to be quoted to potential tenants, guidelines for which will be given at the valuation. Tenants will be due to pay their rent each calendar month on the anniversary date of the tenancy unless otherwise agreed.

Deposits

It is a legal requirement for deposit to be registered with a Tenancy Deposit Scheme, there are three schemes available to Landlord's and Agents. As part of our service we will handle the registration of the deposit on your behalf.

For Managed Tenancies we will register with My Deposits.

For let only tenancies you will be responsible for registering the deposit and providing proof prior to the tenancy commencing and funds being released to you.

Failure to register the deposit can result in a fine up to 3 x the deposit amount and the inability to serve a Section 21 notice to end the tenancy.

Inventory, schedule of condition and check-out service.

An inventory and schedule of condition is an essential element of the tenancy. We can arrange for a detailed inventory to be prepared on your behalf prior to the tenancy commencing. This important information provides a comprehensive record of the condition of the property and is vital to avoid differences of opinion during or at the end of the tenancy.

At the end of the tenancy a check-out will take place and a further report will be available to the landlord. It is standard practice for the landlord to pay for the inventory and check out service.

Costs vary according to the size of the property and are detailed within this pack.

Frost & Co will not accept any responsibility should landlords prefer to carry out their own inventories.

Rent Protection & Legal Expenses Insurance

Rent Protection insurance is available to Landlord's taking our Full Management and Rent Collection services and is supplied by Rent4Sure.

COVER ON THE PROPERTY

Only one policy is required for the property regardless of the number of tenants. This means the insurance is still valid even when the tenants change, providing the requirements have been met *subject to policy terms and conditions.

CONTINUED PAYMENT

The rent will continue to be paid until vacant possession is obtained – regardless of when a claim is made during the AST (Assured Shorthold Tenancy) *subject to policy terms and conditions.

SECURE COVER

In the event of a claim, at no extra cost, solicitors can serve the Section 8 and 21 Notices. Rent4Sure will cover up to £50,000 total rent payment per claim. Legal expenses cover is up to £100,000 to gain vacant possession.

If this is something you might be interested in we can obtain a quotation - please advise.

Rent4Sure can provide insurance cover direct to Landlord's for those opting for our Let only service – if this is something you might be interested in we can put you in touch.

WHAT HAPPENS NEXT?

We hope that you have found this information useful. If you have any queries please do not hesitate to contact us.

If not please follow this checklist:

- Return the Client Contract and Terms of Business (when received), fully completed and duly signed by all joint owners, confirming your chosen service and any additional requirements (safety certs etc)
- Obtain permission to let from your mortgage lender.
- Advise your insurance company and review your contents and buildings insurance.
- Provide any Gas and Electricity Safety Certificates, EPC or Legionella Risk Assessments or instruct us to arrange.
- Leave instructions for appliances at the property.
- 2/3 sets of keys (depending on your level of service)
- Arrange re-direction of mail.
- Prepare the property for letting, Furniture and furnishings – do they comply? Are smoke alarms and CO alarms fitted? etc
- Arrange pre-tenancy works such as professional clean, redecorating etc.
- Have the property ready for inventory 48 hours prior to the tenancy commencement date.

WE LOOK FORWARD TO HEARING FROM YOU AND WE ARE SURE WE WILL FIND YOU SUITABLE TENANTS WITH MINIMUM DELAY.









frost & co
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