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# LANDLORDS

# GUIDE TO

# RENTING



If you are considering letting your property you need to be confident that you are placing it in the hands of a specialist Letting Agent who is fully aware of the correct legal legislation and experience in the lettings market. Through our marketing expertise and extensive lettings knowledge, we will place only comprehensively referenced Tenants in properties who have a clear understanding how to conduct the tenancy and to treat your property as if it were their own. We will support both Landlord and Tenant throughout the tenancy in order to deliver a positive experience and outcome for all parties. Cherwell Property offers a comprehensive and dedicated letting service, providing a full range of services to suit the needs of the Landlord.

We will:

- Market your property.
- Advertise on property portals and through our own social media.
- Organise safety checks according to Landlord instructions (Fully Managed only).
- Seek and find you the perfect Tenants.
- Carry out full reference and credit checks.
- Draw up Tenancy Agreement and Prescribed Information.
- Collect first months' rent and deposit.
- Protect the deposit with The Dispute Service, issue Tenant with TDS certificate and literature.
- Provide the Tenant with the How to Rent Guide.
- Provide Tenant with copy of EPC.
- Provide Tenant with copy of gas safety certificate (if applicable).
- Undertake a full Inventory and Property Condition report.
- Contact utility providers (fully managed only).
- Quote for any maintenance or refurbishment works.
- Arrange Rent Protection Cover (at extra cost if required).

Although we find that most Landlords require their property Fully Managed more experienced Landlords may choose the Let Only Service. If you wish to discuss other options, please do contact us as we can create a package tailor-made to suit your individual needs. We are proud to be members of Safeagent and The Property Redress Scheme.

## TENANT FEE BAN

As from 1st June 2019, Lettings Agents and Landlords in England will no longer be able to charge mandatory fees or require their tenants to take or use specific services or insurances for new tenancies signed on or after this date.

The Government have stated: "Landlords will be responsible for the costs associated with setting up, renewing or ending tenancy (i.e. referencing, administration, inventory, renewal and check-out fees)."

### **Banned fees include:**

- Administration charges
- Credit Checks
- Referencing
- Charging for Guarantors
- Property inventories
- Professional cleaning
- Cleaning services
- Garden services
- Requirements for tenants to use specific insurance companies
- Renewal or exit fees

### **What fees can be charged:**

- Rent
- A refundable tenancy deposit capped at no more than five week's rent where the total annual rent is below £50,000, or six weeks rent whether the total annual rent is £50,000 or above
- A refundable holding deposit - capped at no more than one week's rent
- Payments to change the tenancy when requested by the tenant (e.g. change of sharer or permission to keep pets at the tenant's request) capped at £50.00 (including VAT).
- Payments associated with early termination of the tenancy, when requested by the tenant - capped at the Landlords' financial loss or Agents reasonable incurred costs.
- The reasonable costs incurred by the Landlord or Agent for a replacement key or security device.
- Payments in respect of utilities (gas, electricity, water), communication services, TV licence and council tax
- Default fee, for late payment of rent which is more than 14 days overdue capped at 3% above the Bank of England's annual percentage rate for each day the payment is outstanding.
- Default fee: for the reasonable costs incurred by the Landlord or Agent for a replacement of a lost key/security device

## LANDLORDS FULLY MANAGED SERVICE AND FEES

Once the Tenant has moved into their new home we will:

- Collect the rent from your Tenant each month, send you regular statements accordingly and the total due to you each month will be made by BACS transfer directly into your bank account. Our commission charges and any repairs are deducted from the monthly rent we collect.
- Arrange for any routine or emergency repairs to be carried out throughout the tenancy via our Maintenance Team or your own designated contractors (see maintenance information).
- Arrange an initial visit to the property within two months of the Tenant moving in to ensure the Tenant has no problems and is keeping the property clean, tidy and in good order throughout.
- Carry out visits to the property twice a year to ensure the Tenant is looking after the property in order to deal with any maintenance issues. If further visits throughout the year are requested or required additional fees will be applicable (see Our Fees).
- Review the rent annually in line with current local rents and negotiate any increase with the Tenant.
- In the last two months of the tenancy we will contact you to enquire whether you would like us to offer the Tenant a new fixed term. If you or the Tenant do not want to sign a new fixed term, the tenancy would continue on a statutory periodic tenancy (month-to-month basis). However, in line with the deposit regulations further mandatory Information has to be served on the Tenant.
- If the Tenant wishes to vacate they are required to give you one calendar months' notice from a rent day to coincide with the end of the tenancy.
- If you wish to end the tenancy at the end of the Fixed Term and require possession, you are required by law to give the Tenant a minimum of two months' notice to coincide with the end of the Tenancy and a Notice to Quit would need to be served (Section 21 Form 6a Housing Act 1988).
- When the Tenancy ends, we will carry out an inspection to ensure that there has been no damage or deterioration to the property. If there are any dilapidations/damages that the Tenant is responsible for, we will liaise with the Tenant and with their agreement, organise any repairs or cleaning and charge the Tenant accordingly. With the Tenant's approval we will deduct the costs from the Tenant's Deposit subject to the terms and conditions of The Dispute Service, Tenancy Deposit Scheme.

## OUR FEES – FULLY MANAGED SERVICE

### **SETTING UP FEE / PROPERTY CONDITION / INVENTORY CHARGE**

**£360.00** (inclusive of VAT)

We carry out a comprehensive Inventory / Property Condition.  
(Fully furnished inventories will be charged on a per time basis)

**COMMISSION** : As agreed with you in our tailored Management package

### **TENANCY AGREEMENTS, RENEWALS / PERIODIC RENEWALS / RENT NEGOTIATION**

**£180.00** Tenancy Agreement Renewals (inclusive of VAT)

**£102.00** Periodic Renewals (inclusive of VAT)

### **NOTICE TO QUIT:**

**£90.00** (inclusive of VAT)

Should you wish to end the tenancy at the end of a fixed term tenancy period, a Notice to Quit is served two months prior to the expiration of the Tenancy. If the tenancy has become a periodic tenancy (month to month) a two month notice can be served at any time.

### **TDS DEPOSIT REGISTRATION**

**£42.00 Annually** (inclusive of VAT)

Deposit registered with The Dispute Service, Tenancy Deposit Scheme. Tenant issued with the Deposit Certificate and Prescribed Information within 30 days of receipt of the deposit.

### **RIGHT TO RENT CHECKS**

**£12.00** Right to Rent Checks per person (inclusive of VAT)

### **REFERENCE CHECKS**

**£72.00** Per Tenant Reference (inclusive of VAT)

**£72.00** Per Guarantor Reference (if applicable)

### **TENANCY CHECK-OUT**

**£60.00** (inclusive of VAT)

To carry out an outgoing inspection at the end of the tenancy and mediate with the Tenant

**KEY CUTTING SERVICE:** Cost of keys plus £10.00 admin (inclusive of VAT)

### **EXTRA VISITS:**

**£60.00 per visit** (inclusive of VAT)

As part of our Management, we carry out visits to the property twice a year to ensure the Tenant is looking after the property and in order to deal with any maintenance issues. If further visits throughout the year are requested/required there will be an additional fee of:

### **DISPUTE MANAGEMENT/RESOLUTION FEE:**

**£300.00** (inclusive of VAT)

In the event we are unable to negotiate a mutually acceptable resolution after vacation and check out, our charge for raising a dispute including preparation of necessary paperwork and submission of evidence for review and arbitration by The Dispute Service:

**LANDLORD WITHDRAWAL FEE:**

**£120.00** (inclusive of VAT)

Once instructed, should a Landlord decide to withdraw from letting their property with Cherwell Property, we reserve the right to make a charge to cover marketing, advertising, viewings, photography costs etc, and the Landlord agrees to pay the above Fee.

**£360.00** (inclusive of VAT)

In the event that Cherwell Property have secured a suitable tenant, carried out references/credit checks, produced tenancy agreement, inventory and mandatory paperwork etc., should a Landlord decide to withdraw, the Landlord agrees to pay the above Fee.

**COURT ATTENDANCE:**

**£300.00** (inclusive of VAT) plus mileage/expenses

For the appearance before the court or tribunal by special arrangement on behalf of the Landlord.

**ATTENDING PROPERTY WITH BALIFFS:**

**£180.00** (inclusive of VAT)

**TERMINATION OF MANAGEMENT AGREEMENT FEE**

The Landlord may terminate the Management Agreement on giving three months' notice to the Agency and the Agent reserves the right to charge the client the current Letting Only Fee (which is currently the equivalent of one months' rent plus VAT) and expenses incurred in relation to any lettings made as part of a Management Agreement.

**PROJECT MANAGEMENT**

If you require any quotations for more major works, refurbishments, re-decoration, new kitchens or bathrooms, etc., Cherwell Property can work with you to achieve this, give you quotations and project manage the work from start to finish - 15% plus VAT project management fee will be charged

**MISCELLANEOUS**

If a property is sold to a Tenant introduced by Cherwell Property a fee of 1% of the sale price plus VAT will be charged on completion to the Landlord.

## LET ONLY SERVICE AND FEES

We will:

- Deal with all aspects of letting your property, starting with the advertising and all of the way through to the Tenant moving in, as detailed above. Once the Tenant takes possession, we pass all of the paperwork to you. You will then be responsible for the collection of rent directly from the Tenant and to liaise with them to deal with any queries or maintenance issues, etc that might arise.
- After the initial fixed term tenancy, the Tenant can be offered a new fixed term tenancy agreement otherwise the tenancy would continue on a month-to-month basis on a “periodic” tenancy. However, in line with the deposit regulations further mandatory Information has to be served on the Tenant. Rents can be increased annually, usually in line with current local rents, but should not be increased without informing Cherwell Property to ensure that all paperwork is reproduced correctly including the TDS registration. Contact us for further information and costs regarding this process.
- If the Tenant wishes to vacate at the end of the term they are required to give you one calendar months’ notice from a rent day to coincide with the end of the tenancy.
- If you wish to end the tenancy and require possession, you are required by law to give the Tenant a minimum of two months’ notice to coincide with the end of the Tenancy Agreement. To end the tenancy a Section 21 Form 6a Housing Act 1988 Notice to Quit would need to be served.
- When the tenancy ends we can carry out the outgoing inspection on your behalf if you prefer but this is a chargeable service. An outgoing inspection is necessary to ensure that there has been no damage or deterioration to the property. If there are any dilapidations/damages that the Tenant is responsible for, you will need to liaise with the Tenant and organise any repairs or cleaning etc and charge the Tenant accordingly but only with their written permission. With the Tenant’s written approval, we would then deduct the charges from the Tenant Deposit subject to the terms and conditions of The Dispute Service, Tenancy Deposit Scheme.
- If you decide that you require our assistance with any further services or would like to us to design a tailor-made service for you, we will be happy to oblige.

Although for this Service we do not carry out property visits, transfer utility accounts, arrange for routine repairs or maintenance, deal with any emergencies, manage Tenant’s queries, arrange safety checks, serve notices, negotiate the return of the Deposit or deal with any disputes, upon request we are more than happy to deal with these matters on your behalf but they are a chargeable service.

## OUR FEES – LET ONLY SERVICE

**LET ONLY SERVICE FEE:** EQUIVALENT TO ONE MONTHS' RENT PLUS VAT.

### **TENANCY AGREEMENTS, RENEWALS / PERIODIC RENEWALS / RENT NEGOTIATION**

**£216.00** Tenancy Agreement Renewals (inclusive of VAT)

**£138.00** Periodic Renewals (inclusive of VAT)

### **DEPOSIT REGISTRATION**

**£60.00 Annually** (inclusive of VAT)

Deposit registered with The Dispute Service, Tenancy Deposit Scheme. Tenant issued with the Deposit Certificate and Prescribed Information within 30 days of receipt of the deposit.

### **TENANCY CHECK-OUT**

**£144.00** (inclusive of VAT)

(plus mileage costs of £0.45p per mile)

If you would like to instruct Cherwell Property to carry out the outgoing inspection at the end of the tenancy and mediate with the Tenant(s) on your behalf.

### **NOTICE TO QUIT**

**£90.00** (inclusive of VAT)

Should you wish to end the tenancy at the end of a tenancy period, a Notice to Quit is served two months prior to the expiration of the Tenancy.

### **DISPUTE MANAGEMENT/RESOLUTION FEE:**

**£300.00** (inclusive of VAT)

In the event we are unable to negotiate a mutually acceptable resolution after vacation and check out, our charge for raising a dispute including preparation of necessary paperwork and submission of evidence for review and arbitration by The Dispute Service:

### **LANDLORD WITHDRAWAL FEE:**

**£120.00** (inclusive of VAT)

Once instructed, should a Landlord decide to withdraw from letting their property with Cherwell Property, we reserve the right to make a charge to cover marketing, advertising, viewings, photography costs, etc.

In the event that Cherwell Property have secured a suitable tenant, carried our references/credit checks, produced tenancy agreement, inventory and mandatory paperwork etc and the Landlord decides to withdraw, the Landlord agrees to pay the Let Only Service Fee as above.

### **COURT ATTENDANCE:**

**£300.00** (inclusive of VAT) plus mileage/expenses

For the appearance before the court or tribunal by special arrangement on behalf of the Landlord.

### **ATTENDING PROPERTY WITH BALIFFS:**

**£180.00** (inclusive of VAT)

### **MISCELLANEOUS**

If a property is sold to a Tenant introduced by Cherwell Property a fee of 1% of the sale price plus VAT will be charged on completion to the Landlord.



## MARKETING YOUR PROPERTY



Cherwell Property has extensive marketing experience and will ensure that your property receives full exposure, not only on our own website [www.cherwellproperty.co.uk](http://www.cherwellproperty.co.uk), but with OntheMarket and Zoopla, enabling your property to reach the maximum level of online coverage.

Photographs will be taken of your property externally and internally, together with property particulars, providing as much information as possible to the prospective Tenant(s).

Where agreed we will erect a "To Let" board to give further exposure to foot and road traffic. The property will also be advertised in our office window in one of our modern LED window displays.

We also have a Facebook page which is another platform in order to promote our properties and giving us further opportunities to enter into conversation with interested parties.



Our Tenant reference service, via HomeLet, provides a complete financial and employment background check. We undertake a full employment history check, current salary information, current and previous 3 year's residential addresses, along with current and previous Landlord information where applicable. We carry out a full credit check in order to evaluate the Tenant's credit performance.

For peace of mind you will also have the option to take out Rent Protection with nil excess! For further details see the Rent Recovery Service section.

### **RIGHT TO RENT**

We are obliged to carry out Right to Rent checks to ensure any tenant has the Right to Rent in the UK. Under Section 22 of the Immigration Act 2014, a Landlord must not authorise an adult to occupy property as their only or main home, under a residential tenancy agreement unless the adult is a British citizen, EEA or Swiss national or has a Right to Rent in the UK.

## RENT RECOVERY SCHEME



For Landlords who wish to protect their rental income we can purchase a Rent Recovery Plus product via HomeLet and note you as having an “interest in” this policy. Having an interest in this policy means that you may be able to benefit should a successful claim be made.

Key Features & Benefits:

Brief details of the product are below:

- Cover for the total monthly rent, no matter how many tenants are on the tenancy agreement
- Missed rental payments until vacant possession of the property or for up to 15 months, whichever comes first
- Up to three months’ rental payments at 75% following vacant possession (where applicable)
- Legal expenses up to £100,000 to cover eviction costs if the tenant is in breach of their tenancy agreement
- Covers breaches of the tenancy agreement by the tenant, including non-payment of rent and expired section 21 notices
- Cover should a tenant defend the action taken, meaning we’ll continue to pay the claim until the challenge has been resolved
- 12 months of cover
- Rent Recovery Plus covers the whole property meaning the policy continues even when/if the tenants change
- No policy excess - your rental payments are covered

**OUR FEE: Price On Application**

## TENANCY AGREEMENTS



Our Assured Shorthold tenancy agreements are professionally prepared to include all necessary legal clauses, information relating to the Tenancy Deposit Regulations and mandatory statutory Prescribed Information. Our Tenancy Agreements are regularly checked and updated in order to comply with any new regulations that come into force.

### **Term**

The agreement is an Assured Shorthold Tenancy Agreement, which means that the tenant can stay in the property for the period of the lease, provided they meet all the obligations of the tenancy with an initial minimum term of six or twelve months.

### **Notice Period**

If the landlord wishes to end the tenancy at or after a fixed term, or whilst there is a periodic tenancy in place, we will serve what is known as a Section 21 Form 6a, which gives the tenant(s) two months' notice before the tenant(s) have to vacate the property.

### **Early Surrender**

Due to the terms of the agreement, the tenant is contracted to remain at the property until the end of the period stated in the agreement. Should the tenant decide to leave at the end of the period stated in the agreement, the tenant must notify us in writing, giving a minimum of one month's notice prior to the end of the period.

Should the tenant vacate the property prior to the end of the contracted period the tenant will be liable for all rent payments and utilities due until the end of the contracted period, or until we are able to find a replacement tenant. The tenant will also be liable for the landlord's 'reasonable' re-letting fees for the new tenancy (see Tenant Fee Ban section).

### **Sharers**

Each adult that moves into the property (eighteen years old and above) must be named on, and must sign on, the tenancy agreement. It will be a breach of the agreement should anybody else move into the property during the tenancy without express written permission from the landlord. Should permission be granted, a new tenancy agreement will be drafted and must be signed by all adults.



Before a Tenant moves into a property we undertake a full Inventory and Property Condition Report which the Tenant has to check, agree and sign. The inventory provides a condition rating, photographs and description of all of the rooms and their contents.

Due to the Tenancy Deposit Regulations it is imperative that a detailed and accurate Inventory and Property Condition Report is drawn up in order to ensure that when the Tenant vacates it is clear whether the property has been left in the same condition as when the Tenant moved in. The inventory will support the evidence of both the Landlord and the Tenant in order to avoid any disputes.

## MAINTENANCE AND REPAIRS



For our Fully Managed properties our maintenance team can provide day-to-day care of your property for any issues that may arise during the tenancy, with the assistance of local reputable tradesmen whom we use for specialised works, gas checks, electrical works, plumbing, etc., Any property maintenance will be reported directly to you and dealt with as swiftly as possible, any emergency repairs will be dealt with as a priority - 10% plus VAT contractor admin will be charged on these invoices (£10.00 plus VAT minimum admin per invoice).

If you would prefer to instruct your own contractors you will need to organise this direct, inspect the work carried out and organise payment direct.

If you require any quotations for more major works, refurbishments, re-decoration, new kitchens or bathrooms, etc., Cherwell Property can work with you to achieve this, give you quotations and project manage the work from start to finish - 15% plus VAT project management fee will be charged

Please note that Landlords are required by Law to keep the property in a good state of repair including installations supplying any gas, electricity, oil, water, hot water, sanitation and heating and comply with The Homes Act (Fitness for Human Habitation) see below.

## DEPOSITS



Legislation came into effect on 6 April 2007 to ensure that after this date all deposits taken for Assured Shorthold Tenancies are covered by an approved Tenancy Deposit Scheme.

Cherwell Property are members of The Dispute Service Ltd which is an insurance based scheme. We are allowed to retain deposits in our Client Account and have Client Money Protection.

The Deposit must be protected in one of the deposit schemes within 30 days of receipt and the Tenant must be informed which scheme their deposit is being held. There are severe penalties if the Deposit has not been protected and the required Prescribed Information given to the Tenant. In order to comply with this legislation, Cherwell Property will protect the Deposit with The Dispute Service Limited and provide a Certificate to the Tenant.

The Deposit equivalent to 5 weeks rent is paid by the Tenant against possible non-payment of rent or damage to property. It is therefore imperative that a detailed and accurate Inventory/Property Condition Report is drawn up in order to ensure that when the Tenant vacates it is clear whether the property has been left in the same condition as when the Tenant moved in. The Inventory will support the evidence of both the Landlord and the Tenant in the case of a dispute arising. Most tenancies come to an end with no disagreements about the return of the deposit however it is vital that any possible disputes are dealt with quickly, efficiently and amicably otherwise the matter would have to be referred to The Dispute Service for arbitration and they would have the final decision in the matter.

### **HOLDING DEPOSIT:**

A 'Holding Deposit' – equivalent to one week's rent – is payable on application which will secure the property subject to satisfactory references/credit checks. If the tenancy does proceed the holding deposit is put towards the first month's rent. Once taken, Cherwell Property has 15 days to make a decision and get the tenancy agreement signed, first month's rent and deposit paid – this can be extended on agreement with the prospective Tenant if the application is not completed within the 15 days. The holding deposit can be retained if the application provides misleading information, fails a Right to Rent Check, withdraws from the property, or fails to take reasonable steps to enter into the tenancy as per the terms and conditions stated on our advertising literature.

### **DISPUTE MANAGEMENT/RESOLUTION FEE:**

In the event of not being able to agree with the tenant on any proposed deductions from the deposit for repairs or dilapidations, we would initially attempt to mediate between all parties in order to find a mutually agreeable resolution/compromise. If agreement cannot be reached a dispute can be raised by either the landlord or the tenant. In response to a dispute being raised comprehensive forms would need to be completed together with photographs, evidence, copies of inventory etc. are required to be submitted for review and arbitration by The Dispute Service. There would be a charge for the preparation of necessary paperwork and submission of evidence (see Our Fees).

## REGULATIONS



**This section will give you guidance on Legislation or recommendations for Gas, Electrics, Furniture & Furnishings and Smoke Alarms in residential rented properties. Please take the time to read this as there are serious consequences for non-compliance.**

### **GAS**

Under gas legislation (as from 31 October 1994) rented properties must have an annual safety check carried out on all gas appliances by a Gas Safe registered engineer. As your Managing Agents we can arrange for this servicing and are required to keep records of these inspections.

As a Landlord, you have a duty to ensure:

- Gas fittings (appliances, pipework) and flues are maintained in a safe condition
- All installation, maintenance and safety checks must be carried out by a Gas Safe registered engineer.
- An annual safety check must be carried out on each gas appliance/flue by a Gas Safe registered Installer.
- A record of each safety check is kept for two years.
- Failure to produce a valid certificate is a criminal offence and will result in a punishment of 6 months' imprisonment, a fine, or both. If injury or death is caused by faulty appliances then the Landlord could be facing a prison sentence.

### **ELECTRIC**

Prior to letting your property, as from 1st July 2020 it is mandatory to have an EICR (Electrical Installation Condition Report) carried out which lasts for 5 years. This inspection must be carried out by a competent qualified Electrician and issued in accordance with BS 7671 : 2018 – Requirements for Electrical Installations.

We can organise this inspection to be carried out on your behalf but if you prefer to organise this yourself copies of any certificates will need to be provided to us prior to the Tenant moving in.

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

On 20 March 2019 a new law came into force to make sure that rented houses and flats are 'fit for human habitation', which means that they are safe, healthy and free from things that could cause serious harm.



If rented houses and flats are not 'fit for human habitation', tenants can take their landlords to court. The court can make the landlord carry out repairs or put right health and safety problems. The court can also make the landlord pay compensation to the tenant.

### **FURNITURE AND FURNISHINGS**

Under the Furniture and Furnishings (Fire Safety) Regulations 1988 (as amended in 1989 and 1993) it is an offence to "supply" furniture as part of a rented furnished accommodation which does not comply with the Fire Resistance Requirements contained in Regulation 14.

Under these Regulations the main provisions are:

- Upholstered articles (i.e. beds, sofas, armchairs, etc.) must have fire resistant filling material.
- Upholstered articles must have passed a match resistance test or, if of certain kinds (such as cotton or silk) be used with a fire resistant interliner.
- The combination of the cover fabric and the filling material must have passed a cigarette resistance test.

Proof of the above must be provided by way of receipts or attached labels. If found guilty this offence carries a punishment of 6 months imprisonment and/or a fine.

### **SMOKE ALARMS AND CO ALARM**

1. Ensure at least one smoke alarm is equipped on each storey of their homes where there is a room used as living accommodation. This has been a legal requirement in the private rented sector since 1 October 2015.

2. From 1 October 2022. Ensure a carbon monoxide alarm is equipped in any room used as living accommodation which contains a fixed combustion appliance (excluding gas cookers)

Landlords must also ensure all alarms work properly at the start of each new tenancy.

## **Mandatory Energy Performance Certificates for dwellings in the social and private rented sectors**

An Energy Performance Certificate (EPC) has be provided by private landlords free of charge to prospective tenants which will detail its energy rating. The EPC must be given when any written information about the property is provided or when a viewing is conducted and must always be handed to the actual tenant at the commencement of the tenancy. A Landlord could be fined for non-compliance.

With rising energy costs tenants will be actively seeking out energy efficient properties and a recent survey has shown that 9 in 10 tenants have said that the EPC ratings would affect their choice of property. Prospective Tenants will be able to see at a glance how energy efficient and environmentally friendly your properties are. If you have invested in energy saving measures your properties will perform well and will really stand out from the crowd. If not you may find them harder to rent out in the future.

A few simple, yet effective ways Landlords can ensure their properties are energy efficient ahead of arranging an EPC, range from correctly insulating properties; using cavity wall insulation and loft insulation, which is efficient and is a cost effective way of storing energy. Double glazing will also reduce noise pollution and lower overall heating costs, as will replacing a boiler of 15 years or older.

The required Inspection in order to produce the EPC can be carried out by our Domestic Energy Assessor who will visit the property to assess the age, construction and location of the property together with it's current heating systems, insulation, double glazing, etc. The DEA will carry out the inspection of the property and produce a certificate which is valid for 10 years.

**OUR FEE FOR AN EPC: \* £90.00** (inclusive of VAT) \* Depending on location

### **The current rules**

In 2015, new laws set Minimum Energy Efficiency Standards (MEES), stating that private rented property in England and Wales must have an EPC rating of E or above. These came into force on 1 April 2018 for new tenancies, and on 1 April 2020 for existing tenancies.

However, there are several exemptions, which you can register for at [prsregister.beis.gov.uk](https://prsregister.beis.gov.uk).

Firstly, there is a maximum cost cap: currently £3,500 per property, including VAT (and including outside funding such as grants). If after spending this amount on improvements, the property still doesn't meet the minimum EPC rating, you can register an exemption.

Other exemptions include where work would damage or devalue the building (with evidence from a qualified surveyor), or where you cannot get necessary third-party permission (for example from a tenant, planning authority or freeholder). Exemptions are valid for five years. There is also a temporary 6-month exemption for new landlords.

## What's changing?

In autumn 2020, the government began a consultation on tightening the MEES rules. It's important to note that the proposals are currently just that, and no regulations have even been drafted yet. The consultation closed in January 2021, but the results have still not been published.

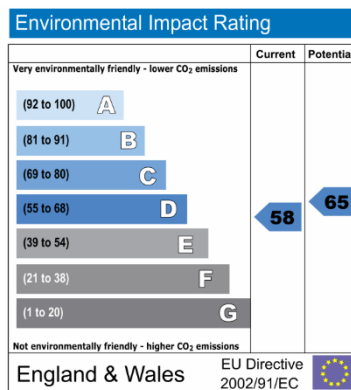
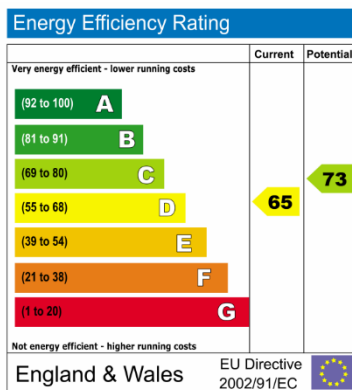
However, the main proposed changes are as follows:

- Minimum EPC rating to be raised from E to C.  
The plan is to enforce this from 1 April 2025 for new tenancies, and from 1 April 2028 for existing tenancies.
- Cost cap to be raised from £3,500 to £10,000 per property  
The government says this would be sufficient to bring more than 90% of D-rated properties up to a C rating, as well as nearly 60% of E-rated properties. It's not clear whether existing spending would count towards the new cap.
- "Fabric first" policy to be introduced  
This would control in which order work is carried out, so improvements to the fabric of the building (ie insulation, windows and doors) must be done before additional measures such as new heating systems are installed.

The exemptions would remain largely unchanged. Additionally, the proposals recommend clarifying the rules for listed buildings and those in conservation areas, and introducing a central database of compliance and exemptions.

## WHAT CAN I DO TO MAKE MY ENERGY RATING AS HIGH AS POSSIBLE?

1. **Insulating your property**
2. **Replacing your boiler**
3. **Hot water tank jacket**
4. **Double glazing**
5. **New Appliances**



For more information, or to request a FREE advisory leaflet for landlords please contact Cherwell Property Services your local SAFEAGENT agent on Banbury 267626.

## **MEMBER OF SAFEAGENT**

### **What is SAFEAGENT?**

Safeagent is a Government backed accreditation scheme for lettings and management agents designed to give peace of mind to landlords and tenants in knowing that the firm they are dealing with provides clearly defined standards of customer service together with having in place the necessary insurance to protect clients' money plus a complaints procedure offering independent redress.

### **SAFEAGENT PROVIDES OWNERS WITH THE ASSURANCE OF:**

- A professional, regulated service
  - An effective complaints redress system back by professional indemnity insurance
  - Client Money Protection Insurance cover
- All SAFEAGENT members have this insurance in place but the levels and scope of the cover may vary. Landlords should satisfy themselves as to the level of cover held by the member firm they deal with.

When you decide to let your property, employing a good agent to handle the letting for you can give you peace of mind. You can trust a good agent to protect your interests by dealing responsibly with the procedures involved in letting and subsequent management.

This means the tenancy should run smoothly. You can let a property under an assured shorthold tenancy which will allow you to get the property back empty, by giving formal notice, after the first six months of any tenancy has elapsed.

Agents who have been approved under SAFEAGENT will provide a written agreement for managing your property, setting out the services they provide and what they will cost. You should agree the details before you employ them.

### **SERVICE STANDARD**

SAFEAGENT – all approved agents have agreed to at least meet the following standards:

#### **Before you let, the agent will:**

- Visit the property and give you advice on any action you need to take before you let the property. This includes any repairs and refurbishments that are needed to put it into a fit state for letting.
- Give you advice on the level of rent you can expect.
- Arrange for safety checks on gas and electrical services and appliances to be carried out, if you ask.
- Explain your rights and responsibilities and the tenant's rights and responsibilities.
- Give you advice on what action to take if the property is mortgaged.
- Give you advice on insuring the building and contents and other insurance schemes which may be available to protect your interest and which are not normally covered in standard household policies where a tenant is in residence.
- Go with possible new tenants to view unoccupied property.
- Choose a tenant in a way agreed with you, taking up references or checking the tenant's past rent payment record.
- Arrange for the preparation of a schedule of the condition of the property and its contents for you, together with acceptance by the tenant of a property so described
- Provide and fill in the tenancy agreement and either take a deposit to protect against possible damage or agree with you another sort of guarantee.
- Transfer the bills for the services for which the tenant will be responsible into the tenant's name.

**During the tenancy, the agent will:**

- Collect the rent and pass it on to you every month or as otherwise agreed. The agent will keep a separate client's account to hold all money and (except for Registered Social Landlords) belong to a client money protection scheme.
- Give you a statement of account as often as agreed with you, usually monthly.
- Visit the property periodically during the course of the tenancy as often as agreed with you (for example every three months) to check that it is being suitably looked after.
- Arrange to have routine maintenance work carried out, up to a limit agreed with you. The agent will refer expenditure above that limit to you for approval.
- Respond promptly to the tenant's enquiries.
- Keep an eye on the rent payment record and take reasonable steps to prompt payment of any money owed.

**Before the tenancy ends, the agent will:**

- Give you advice on your options, including reviewing the rent.

**If you want to end the tenancy, the agent will:**

- Serve the correct notices on the tenant
- Check the condition of the property and any contents and discuss any repairs with you before giving the deposit back or arranging for repairs
- Collect the key and make sure that the property is secure

**NOTE**

If you do not employ the agent to manage your property, only the sections of this service standard which are relevant to finding a tenant and letting the property will apply.

## **Terms of Business**

1. The Agent will be unable to provide any services to the Landlord by way of advertising properties or negotiating with Tenants until the Landlord's Letting Instruction Form has been completed and signed by the Landlord.
2. The Agency reserves the right to charge the Landlord for any services provided in negotiating with Tenants, advertising the property, and showing the property to Tenants, where the Landlord declines to sign a Management Agreement and the Agent having completed those services. The charge for services will be made at an hourly rate and the Landlord provided with a full breakdown of the services provided at his request.
3. During the course of the Management Agreement the Agent will endeavour to contact the Landlord for instructions about any complaints raised by the Tenant, repairs necessitated at the property, the incurring of the costs of repair and/or ancillary expenses, payment of rent and the refund of the Tenant's deposit on termination of the tenancy, but reserves the right to take any necessary decisions and actions on behalf of the Landlord if there is any need to act quickly and the Landlord cannot be contacted. It is the Landlord's responsibility to keep the Agent informed at all times of any change of permanent address or contact address.
4. The Agent cannot be held responsible for any unilateral actions or decisions made by the Landlord or Tenant.
5. The Agent cannot guarantee or warrant that any tenancy will be free from the protection of the Rent Acts or that any tenant will not be entitled to any statutory security of tenure on the expiry of the contractual terms.
6. The Agent will remit rent monies, as collected from the Tenant, to the Landlord once every calendar month. The Agent reserves the right to deduct any fees, charges or expenses due or incurred under the terms of the Management Agreement from the said rent monies on a monthly basis but will account to the Landlord in full for any such deduction.
7. The Agent will make all reasonable efforts to collect the rent from the Tenant on a monthly basis but will not be liable to reimburse the Landlord for any rent which cannot be collected by reasonable means on the Tenant's default.
8. The standard charges made under the Management Agreement cover the normal amount of work which the Agent incurs in servicing the tenancy and in the normal administration of collection of rent and complaints, and repair of the property. The Agent reserves the right to charge for any services provided in excess of the Management Agreement terms but will notify the Landlord in advance of the charge to be incurred.
9. The Landlord may terminate the Management Agreement on giving three months notice to the Agency. The Agency will not release the Tenant's deposit to the Landlord without the consent of the Tenant having been obtained in writing and the agreement by both parties in writing that the Agency shall be released from their obligation under clause 6 (4) of the Tenancy Agreement to act as arbitrators in the event of any dispute.
10. If a Management Agreement is terminated the Agent reserves the right to charge the client the current Letting Only Fee (which is currently one months' rent plus VAT) and expenses incurred in relation to any lettings made as part of a Management Agreement.
11. Non UK residents only. Under Section 78 of the Taxes Management Act 1970 the Agent is obliged to pay on demand to the Inland Revenue (HM Collector of Taxes) tax at the standard rate on a client's net income from rents collected from properties under their management. No interest shall be payable on any monies retained.

12. The Agent reserves the right to increase the charges as stated in the Management Agreement once every six months and shall give notice to the Landlord of such change one month in advance of the increase being incurred.

13. The Agent will have the right to sign the Tenancy Agreement and all accompanying Notices, ancillary agreements and inventories on behalf of the Landlord unless the Landlord advises in writing that documents may not be signed on his behalf by the Agent.

14. The Agent is required by Law, since 6 April 2007, to ensure that the Tenants deposit is protected in an approved tenancy deposit scheme of which there are 3. The Agency has joined The Dispute Service which is an insurance-based scheme and this means that the Agent is allowed to hold the deposit in a Client Account. The deposit must be protected within 30 days of receiving the deposit and there are severe penalties if this is not done. Deductions can only be made from this deposit once a claim against it has been substantiated and agreed by the Tenant. In the event that agreement cannot be reached the Agent has 10 days to try to resolve it. After this time any of the parties can refer the matter to the Independent Complaints Examiner who will appoint an adjudicator. The disputed amount must be paid over to The Dispute Service whilst the matter is adjudicated and a decision will be made by the Independent Complaints Examiner within 15 working days of receiving the required paperwork. The disputed amount will be paid out in accordance with the adjudication within a further 10 working days. Any undisputed amount is returned to the Tenant immediately. The Agent will make an administration charge to the Landlord for this service.

#### **15. Let Only service – Deposit protection for continuing tenancies**

**[Note: We = the agent; You = the landlord]**

TDS will contact you around two months before the expiry of the fixed term of an assured shorthold tenancy, to remind you that the tenancy will soon come to an end. It is your responsibility to check with the tenant whether they intend to stay at the property after the fixed term expires.

**If the tenant intends to leave**, you must notify us and the protection of the deposit will cease, automatically, at the end of the fixed term. At the same time, you can let us know if you want us to advertise your property.

**If the tenant intends to stay**, you must notify us in good time before the end of the fixed term, so that we can arrange for protection of the deposit to continue.

#### **If you do not advise us**

We will not arrange for the continuing protection of the deposit unless and until you instruct us to do so. If you do nothing, protection will lapse at the end of the fixed term, and you will have to pay a further Deposit protection Charge if you want to have the deposit re-protected. The tenant could take legal action against you, and claim up to three times the deposit in compensation, if you leave the deposit unprotected. We will not be liable to you for any Deposit protection Charges, court fees, legal fees and/or compensation if you do not instruct us to re-protect the deposit before the end of the fixed term. If you do not instruct us to re-protect the deposit, you must reimburse us for any Deposit protection Charge, court fees, legal fees and/or compensation that we have to pay as a result. We may deduct these sums from any rent that we receive on your behalf.

If you do not give us your instructions to re-protect the deposit, and the tenancy ends on or before expiry of the fixed term, the tenant will be entitled to claim repayment of their deposit in the usual way, with any unresolved disputes being referred to TDS for adjudication.

#### **Contact details for TDS:**

Tenancy Deposit Scheme PO Box 1255 Hemel Hempstead Herts HP1 9GN

Tel: 0845 226 7837 Fax: 01442 253 193 Email: [member.relations@tds.gb.com](mailto:member.relations@tds.gb.com) Web:

[www.tds.gb.com](http://www.tds.gb.com)



16. The Agent does not accept responsibility for any loss, damage, or injury to persons or properties arising out of the condition of the property let or damage done to the property by Landlord or Tenant and will accept liability only for wilful default in the carrying out of the agreed Letting Only and Management Services.

17. The Agent will obtain references as to the suitability of the proposed Tenant for the Landlord's property. Those references will be provided to the Landlord prior to the tenancy commencing. The Agent can give no warranty as to the suitability of the person who approaches the Agent as a potential Tenant for the property. The Agents only obligation is to obtain the necessary references.

18. If a property is sold to a Tenant introduced by Cherwell Property a fee of 1% of the sale price plus VAT will be charged on completion to the Landlord.