

naomi j ryan
estate agents



LANDLORD TERMS OF BUSINESS

NAOMI J RYAN LTD

LANDLORD SERVICES AND FEES V7 09/2020

Naomi J Ryan Ltd will provide either the Lettings Service, or Managed service to you as a landlord. This document sets out the full details of each service, our terms and conditions and the charges which you will pay. It also summarises for your information certain legal obligations relating to the property.

It is very important that you understand our terms and your obligations within this agreement, so please ask us any questions you have. By signing the Landlord Acceptance form you will be instructing us to act on your behalf and confirming that you have read and understood our terms and agree to them. If you are concerned about any part of this agreement you should obtain independent legal advice. We draw your attention to the "Definitions" section in this agreement where certain terms are defined.

	Fully Managed 14% inc VAT of each months rent	Part Managed 9% inc VAT of each months rent	Tenant Find Only 75% inc VAT of first months rent, upto £900 max
Market appraisal providing advice on maximising rent and legal requirements	✓	✓	✓
Preparation of individual property details inc photographs and floorplan	✓	✓	✓
Full marketing to include listing on all property search engines, social media and to our own extensive database	✓	✓	✓
Accompanied viewings (unless otherwise requested by Landlord)	✓	✓	✓
Comprehensive referencing carried out by a professional referencing agency	✓	✓	✓
Preparing tenancy agreement	✓	✓	✓
Advising utility and council tax authorities of a change in occupation	✓	✓	—
Collecting first months rent	✓	✓	✓
Collecting subsequent months rent, rendering statements of accounts and crediting to nominated bank account	✓	✓	—
Collecting & registering the deposit and providing the Tenant with required prescribed information	✓	✓	—
Arranging an Energy Performance Certificate, Landlord's Gas Safety Certificate, Periodical Electrical Inspection and Legionella Risk Assessment (additional costs)	✓	✓	—
Arranging a schedule of Condition/Inventory	✓	✓	—
Arranging a check out inspection at the end of tenancy	✓	✓	—
Liaising with tenants and deposit scheme regarding any deposit deductions, dealing with any disputes and arranging payment to contractors for works carried out	✓	✓	—
	2 per year	1 per year	
Undertaking periodic inspections of the property and providing professional inspection report to include photos	✓	✓	—
Key Holding	✓	✓	—
Dedicated maintenance team to respond promptly to arrange contractors and manage repairs	✓	—	—
Payment of contractor invoices from rents collected (no commissions added to contractor bills)	✓	—	—
Arrange renewals of legal safety certificates	✓	✓	—
Serving of statutory notices such as those required to gain possession	✓	✓	—

*Please note that the fully managed and part managed service are subject to a set-up fee of £250 Inc. VAT. This is reduced to £150 on second and subsequent lets. There is also a checkout fee of £100 Inc. VAT which is payable at the end of the tenancy and the cost of this is deducted from the last months' rent.

LANDLORD FEES SCHEDULE

ADDITIONAL FEES AND CHARGES

Deposit Registration Fees (where collected): £100 (inc. VAT) per tenancy. Register landlord and tenant details and protect the security deposit with a Government-authorized Scheme. Provide the tenant(s) with the Deposit Certificate and Prescribed Information within 30 days of the tenancy start date. This is included for all managed services

Inventory Fees: £150 (inc.VAT) for and up to including a four bedroom unfurnished property. This is undertaken by an independent inventory clerk who is a member of the AIIIC. For furnished or larger properties a quote can be provided. This is included for all managed services.

Accompanied Check-in Fees: £100 (inc. VAT) per tenancy.

Attending the property to welcome the tenant(s), confirm the Inventory and Schedule of Condition, explain the operation of appliances, highlight the location of utility meters, stop-cocks etc. and test that all smoke alarms and carbon monoxide detectors are present and in working order. This is subject to an approved Inventory as above.

Testing Smoke alarms and Carbon Monoxide detectors on the first day of the tenancy £30 (inc. VAT) This must be undertaken on the first day of tenancy and is included for all levels of managed services.

Landlord Withdrawal Fees (before move-in): £250 (inc. VAT) per tenancy. To cover the costs associated with the marketing, advertising and tenancy set-up should the landlord withdraw from the tenancy before it has started.

Additional Property Inspections Visits: £75 (inc. VAT) per visit.

Should a landlord require an additional property visit this covers the cost of attending the property and providing a photographic inspection report.

Renewal Fees: £150 (inc. VAT) per tenancy.

Contract negotiation, amending and updating terms and arranging for the signing of a further tenancy agreement.

Landlord Withdrawal Fees (during tenancy): £150 (inc. VAT) per tenancy. To cover the costs associated with advising the tenant on the change and the position of the security deposit, transferring the security deposit to the landlord or new agent, notifying all utility providers and local authority (where necessary) and returning all relevant documents held by the agent to the landlord. This does not apply to a Tenant-Find service.

Arrangement Fees for works over £1000: 10% of net cost (inc. VAT). Arranging access and assessing the costs with any contractors, ensuring work has been carried out in accordance with the Specification of Works and retaining any resulting warranty or guarantee.

This is only available for the fully managed services. This charge would not apply to boiler replacements.

Obtaining more than three contractor quotes: £50 (inc. VAT) per quote. Fully Managed service only.

Vacant Property Management Fees: £50 (inc. VAT) per visit.

To cover the costs associated with visiting the property to undertake visual checks on the inside and outside at a frequency mutually agreed with the landlord.

Management Set Up Fees: £150 (inc. VAT) per tenancy.

To cover the costs associated with taking over the management of an ongoing tenancy, ensuring all statutory compliance has been undertaken, receiving and protecting the security deposit and providing all necessary legal documentation to the tenant.

Deposit Transfer Fees: £75 (inc. VAT) per deposit.

Should the landlord request any changes to a protected deposit during a tenancy, this covers the costs associated with legal compliance for said request.

Submission of Non-Resident Landlords receipts to HMRC £50 (inc. VAT) quarterly. To remit and balance the financial Return to HMRC on both a quarterly and annual basis.

Additional HMRC Reporting Fees: £50 (inc. VAT) per request. Responding to any specific queries relating to either the quarterly or annual Return from either the landlord or HMRC.

Fees for providing an Annual Income and Expenditure Schedule: £25 (inc. VAT) annually. Included for Premium Managed Service.

Rent Guarantee & Legal Expenses - £375 inc Vat for 12 months Naomi J Ryan Ltd is able to offer Rent Guarantee and Legal Expenses to all properties that are managed by us. The cover will be provided in respect of Rent owed by the Tenant where the tenant has failed to pay the rent in part or full under the tenancy agreement. The guarantee will pay the monthly rent up to a maximum of £2,500 per month and will pay up to the maximum monthly benefit payments shown on the Guarantee. Some payments may also be made after vacant possession has been obtained. Legal expenses will be provided as well in order to recover possession

SECTION 1 – STANDARD TERMS OF BUSINESS

Naomi J Ryan Ltd shall act as your sole agent for an initial period of eight weeks from the date of acceptance and accordingly, you will not revoke our authority or consent to the disposal of the relevant property to anyone not introduced by us. After this time we will continue to act under these terms, until such time as the property is let or our agreement is terminated or amended. The agreement can be terminated with 14 days written notice, following the expiry of eight weeks sole agency, while the property is being marketed and a tenancy is not yet in place.

Commission and the Tenancy Set Up Fee will become payable in the event of Naomi J Ryan Ltd introducing (whether directly or indirectly) to you, a tenant who enters into a Legally binding Tenancy Agreement for the property or who is ready, willing and able to do so. Commission, the tenancy set up fee and any other charges that we invoice to you shall be payable within 30 days and where we are in receipt of monies due to the Landlord, we shall be entitled to deduct our charges from such monies held.

The Landlord gives Naomi J Ryan Ltd authority to deduct from each rent payment the commission applicable to such rent payment and VAT, together with any agreed disbursements. If rent payments are not made to us, you will pay commission to us upon written demand.

The landlord will reimburse Naomi J Ryan Ltd all expenses properly incurred by Naomi J Ryan Ltd in connection with the management or letting of the property.

The deposit shall belong to the tenant and any balance after agreed deductions in accordance with the check-out report, must be returned to the tenant following termination of the tenancy. If the deposit is insufficient to cover the cost pursuant to the check-out report, Naomi J Ryan Ltd will invoice the tenancy on behalf of the Landlord.

The landlord will indemnify and keep indemnified, Naomi J Ryan Ltd from and against any loss damage or liability whether criminal or civil suffered and legal fees and cost incurred by Naomi J Ryan Ltd, in the course of conducting and the collection of rent and management /letting of the property resulting from:

Any act, neglect or default of the Landlord or his agents, employees, licensees or customers.

Any successful claim by any third party in respect of any matter arising from the collection of rent and management of the property.

Provide that such liability has not been incurred through any default of Naomi J Ryan Ltd in carrying out the terms of this agreement Naomi J Ryan Ltd shall have no responsibility to any tenant, lessees or third party other than the Landlord under the terms of this agreement.

The landlord authorises and appoints Naomi J Ryan Ltd as its agent to create tenancies of the property and to sign all tenancy agreements and the inventory and schedule of condition on their behalf, in accordance with the instruction given above. If the Landlord prepares the Inventory and Schedule of Condition or does not use a member of the AICC to do so, we shall not dispute any claim made by the Tenant in relation to the Inventory and Schedule of Condition. Naomi J Ryan Ltd will not be liable for dealing with utilities or any bills that arise during void periods before and after tenancies.

Any works that are required to bring the property into a condition suitable for letting at the commencement of the tenancy, are not the responsibility of the Landlord and if Naomi J Ryan Ltd is asked to organise them they will be charged at the rate indicated in our additional services.

Naomi J Ryan Ltd requests that the property is vacant for 7 days prior to a tenancy commencing to allow time for an Inventory and Schedule of Condition to be carried out, arrange any cleaning or other remedial works and for any legal checks to be carried out.

Naomi J Ryan Ltd is not responsible for the supervision of the property before it is let other than duties associated with the general marketing.

Naomi J Ryan Ltd will prepare either an Assured Shorthold Tenancy or Shorthold Tenancy agreement to be signed by the tenants.

It is the landlords' responsibility that all chimneys / working flues are to be swept on an annual basis. If the property is managed by Naomi J Ryan Ltd you will be asked to provide evidence that this has been done.

In the Event the Landlord cannot be contacted to authorise necessary works prior to a tenancy commencing or during the tenancy, Naomi J Ryan Ltd will organise the works and deduct the cost from the rent.

THE FOLLOWING IS ONLY APPLICABLE TO FULLY & PART MANAGED PROPERTIES

Where a tenant has paid the rent for the duration of their tenancy in advance Naomi J Ryan Ltd will retain a sum of £500 to meet any contractors' invoices during the term of the Tenancy. At the end of the tenancy any outstanding monies will be reimbursed in full to the landlord. For the avoidance of doubt, we shall invoice the Landlord for commission and other charges payable by the Landlord in the normal way.

Naomi J Ryan Ltd will collect the deposit and rent from time to time due to the Landlord in respect of the tenancy.

Naomi J Ryan Ltd will not take legal action to recover any sums due or to gain possession of the property.

It is understood by the landlord that whilst Naomi J Ryan Ltd will take all responsible steps to demand and recover all rents and sums of money payable by the Tenant, Naomi J Ryan Ltd cannot accept any responsibility for unpaid amounts due.

Naomi J Ryan Ltd will provide a statement of account with each payment to the Landlord, or on demand, detailing any deductions made. Please advise us within 6 weeks of the rent being paid if you have not received your statement. Should you require duplicate statement we will require payment of £10 per statement or £100 for the whole year. An additional charge will be made for property maintenance copy invoices.

The landlord agrees that if they have not responded to a tenancy check out report within 10 days after it is sent by post or email, Naomi J Ryan Ltd may prepare an account of the final deposit to serve on the Tenant, in order that the landlords obligation to serve such an account within 30 days under the Tenancy Deposit scheme is met.

In the event of contact with the Landlord being impracticable or likely to cause delay, the Landlord authorises Naomi J Ryan Ltd, to take reasonable steps to resolve the query.

If a professional inventory and schedule of condition has not been arranged by us it will be the responsibility of the landlord to read meters and supply the readings to the utility companies It is the responsibility of the relevant landlord to inform us who the current utility providers are in order for us to deal with the accounts.

The landlord authorises Naomi J Ryan Ltd to obtain copies of the keys for the property as and when required at the Landlord's expense.

The landlord should note that should they wish to repossess the property at the end of a fixed term or during any subsequent periodic tenancy, it will be necessary to give Naomi J Ryan Ltd at least three calendar months' notice in writing to allow for the timely service of the correct notices.

The landlord should note that Naomi J Ryan Ltd will allow up to ten working days for the processing of rent payments following receipt from the Tenant, before making a payment to the Landlord.

The period of sole agency shall apply for the duration of the fixed term of any tenancy arranged or assigned by Naomi J Ryan Ltd.

In the event of the Landlord wishing to terminate this Agreement with Naomi J Ryan Ltd once the property is let after the initial fixed term has ended they are required to provide at least three months' notice in writing to take effect on or after the last day of the tenancy.

The Landlord gives consent for Naomi J Ryan Ltd to organise day to day repairs upto the value of £200 as required. If works exceed this price then a quote will be obtained for the Landlord to approve.

THE FOLLOWING IS ONLY APPLICABLE TO TENANT FIND PROPERTIES

The Landlord must inform Naomi J Ryan Ltd prior to any tenancy commencing where they will be registering and holding the deposit.

Naomi J Ryan Ltd will ask the tenants to pay the landlord directly prior to the tenancy commencing the deposit. The Landlord must then register it with their choice of Tenancy Deposit Protection Scheme and provide the tenant with the required terms & conditions & prescribed information. If the Landlord fails to do so, the Tenant can take legal action against the Landlord in the County Court. The Court will make an order stating that the Landlord must pay the deposit back to the Tenant or lodge it with the custodial scheme, which is known as the Deposit Protection Scheme. In addition, a further order will be made requiring the Landlord to pay compensation to the Tenant of an amount equal to three times the deposit. The Landlord will be unable to serve a Form 6a Notice (notice to gain possession of the Property) on the Tenant until compliance with the above conditions and the Court will not grant the Landlord a possession order. Naomi J Ryan Ltd has no liability for any loss suffered by the Landlord if the Landlord fails to comply with his legal obligations.

SECTION 3 – GENERAL

Acts of Third Parties:

Naomi J Ryan Ltd will not be responsible for any loss or damage suffered through the act, default or negligence of any third party which may arise otherwise than through the negligence, omission or failure on the part of Naomi J Ryan Ltd or their employees.

Appliances and Equipment:

Naomi J Ryan Ltd are not responsible for explaining to the Tenant how appliances or equipment in the property works. Landlords must provide all manuals and instructions that will be required by the Tenant in order for him to operate any appliances and equipment.

Assignment:

Naomi J Ryan Ltd reserve the right to assign our rights and or obligations under this agreement upon giving the Landlord three months written notice.

Client Money Protection:

We are members of ARLA Propertymark which means we meet higher industry standards than the law demands. Our experts undertake regular training to ensure they are up to date with best practice and complex legislative changes, so they can offer you the best advice. We are also backed by a Client Money Protection (CMP) scheme which guarantees your money is protected for more information visit: <http://www.propertymark.co.uk/how-we-protect-you/landlords-tenants/>

Compensation and Reimbursement:

The Landlord will keep Naomi J Ryan Ltd reimbursed and compensated for any claim, damage, or liability whether criminal or civil suffered from and during the time that Naomi J Ryan Ltd is or was acting on the Landlords behalf, unless it is due to the negligence or breach of contract or the actions of Naomi J Ryan Ltd or their employees. To avoid any doubt Naomi J Ryan Ltd reserve the right to have work carried out on the Landlords behalf and to charge for that work if it is necessary to ensure that the Landlord fulfils the Contractual and statutory obligations as Landlord.

Copyright:

Naomi J Ryan Ltd retains copyright in all advertising material used to market the property and reserves the right to use these for marketing initiatives following the rental of the property. In the event you do not wish Naomi J Ryan Ltd to use such material please notify us in writing.

Data Protection and Privacy:

Naomi J Ryan Ltd is registered under the Data Protection Act 1998 and we shall comply with the Act in all our dealings with your personal data. We will keep your personal information secure. Documents:

Although certain documents may legally belong to the Landlord, Naomi J Ryan Ltd intend to destroy correspondence and other papers which are more than six years old, except for documents which Naomi J Ryan Ltd consider to be of continuing significance. If the Landlord wants Naomi J Ryan Ltd to retain any particular documents, he must instruct Naomi J Ryan Ltd in writing accordingly. Visit our website for full details of the Privacy Policy.

Interest:

If any invoice remains unpaid after the date on which it is due to be paid, we reserve the right to charge interest, calculated daily, from the date when payment was due until payment is made, at 6% above the then prevailing bank base rate of the Bank of England or, (if higher) at the rate provided for under the Late Payment of Commercial Debts (Interest) Act 1998 and its regulations (if applicable). If we should find it necessary to use legal representatives or collection agents to recover monies due, you will be required to pay all costs and disbursements incurred.

Jurisdiction:

This Agreement and any dispute or claim out of or in connection with it, or its subject matter or formation, shall be governed by and construed in accordance with the law of England and Wales. Each party agrees that the Courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with this agreement or its subject matter or formation.

Keys:

Naomi J Ryan Ltd strongly recommends that if there are any lost or unaccounted for keys to the property, the locks are changed before a tenancy begins. Naomi J Ryan Ltd would also recommend a change of locks on any subsequent letting to a different party. Naomi J Ryan Ltd is not liable for any lost or unaccounted keys unless it is due to our negligence or the negligence of our employees. Where Naomi J Ryan Ltd are instructed to manage a property on a Landlords behalf, the Landlord must provide us with a letter of authority allowing us to obtain duplicate keys.

Liability:

Loss or damage caused by Naomi J Ryan Ltd negligence, or breach of contract (except deliberate breach) is limited to the higher of £1 million or ten times Naomi J Ryan Ltd commission under this agreement. Naomi J Ryan Ltd do not accept liability for any indirect or consequential loss (such as loss of profits). This limitation does not apply in respect of fraud or death or personal injury caused by Naomi J Ryan Ltd negligence or breach of contract. The Landlord agrees not to bring any claim arising out of, or in connection with this agreement against any member, employee, "partner" or consultant of Naomi J Ryan Ltd. Those individuals will not have a personal duty of care to the Landlord and any such claim for losses must be brought against Naomi J Ryan Ltd. Any Naomi J Ryan Ltd person may enforce this clause under the contracts (Rights of Third Parties) Act 1999 but these terms may be varied at any time without the need for any Naomi J Ryan Ltd person to consent.

Mail:

It is not part of Naomi J Ryan Ltd normal function to forward the Landlord's mail. No responsibility can be taken for mail sent to the Landlord at the property. Naomi J Ryan Ltd recommends that the Landlord arranges for it to be redirected via the Post Office.

Maintenance and Property Management:

Any obligation on the part of Naomi J Ryan Ltd imposed by this agreement, under any of the services offered above relating to the maintenance and management of the property, shall only apply between the periods of 9am until 5.30pm, Monday to Friday and 9am until 1.00pm on Saturdays (office hours). Should an emergency maintenance issue arise outside of office hours and that requires rectifying immediately (i.e. outside of office hours), it is the responsibility of the Tenant to arrange such repair. Naomi J Ryan Ltd shall not be liable to the Landlord for any costs incurred by the Tenant under such circumstances.

Property Void Periods:

Naomi J Ryan Ltd manage the property whilst a tenant is in occupation. Our management remit ends when the tenant vacates. If the property is empty for an extended period of time we strongly recommend that you speak with your insurers and also make arrangements to turn off water supply / heating / electric as required. If you wish to instruct us to look after your property during this period please speak with us regarding any costs that may be charged for this service.

Related Services:

You may wish to instruct us about a service related to your property. Naomi J Ryan Ltd offers such services to landlords including the following:-

- a) The sale of this or another property

Where this occurs, Naomi J Ryan Ltd or its employees may receive a fee.

Right to Cancel

If you are a consumer client and this Agreement was not agreed within our branch office, you have the right to cancel this Agreement within 14 days without giving any reason.

The cancellation period will expire after 14 days from the day this Agreement was signed. To exercise the right to cancel, you must inform us of your decision to cancel this Agreement by sending us a clear statement in writing to: Naomi J Ryan Ltd, 18 Southernhay West, Exeter, Devon, United Kingdom, EX1 1PJ, or by emailing lettings@naomijryan.co.uk. To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired. If you subsequently cancel our instructions within the cancellation period, you must pay for our services supplied before cancellation, including any commission fee due.

Rights of Third Parties:

Except as set out above, none of the terms of this agreement are enforceable under the Contracts (Rights of Third Parties) Act 1999 by a third party.

Services:

Naomi J Ryan Ltd may offer services to prospective Tenants and similarly, services may be offered to them by another organisation in circumstances where Naomi J Ryan Ltd may benefit financially. Naomi J Ryan Ltd reserve the right to retain any commissions, interest or other sums earned while acting on the Landlord's behalf.

The Property Ombudsman (TPO):

We are certain that you will be satisfied with our service but if you have any concerns, we operate a formal complaints procedure as detailed above. We are a member of The Property Ombudsman (TPO) scheme and abide by its Code of Practice. Our Registration number with the TPO is D02921. For the avoidance of doubt, TPO will only review complaints made by consumers. By signing this agreement you give us consent to provide any information regarding the letting of your property and how you can be contacted, if the Ombudsman asks us to do so. Full details of the Ombudsman scheme are available on request or visit www.tpos.co.uk.

Value Added Tax:

Value Added Tax (VAT) at the relevant rate (currently 20%) is added to all commission and any other sums or fees due or payable to Naomi J Ryan Ltd, irrespective of where the Landlord or the Tenant is normally domiciled or resident for tax purposes.

Variation to Terms & Conditions:

No employee of Naomi J Ryan Ltd is authorised to agree to any variation or addition whatsoever to these Terms & Conditions.

Warranty:

The Landlord warrants that all the information he has provided to Naomi J Ryan Ltd is correct to the best of his knowledge and belief. In the event that the Landlord provides incorrect information to Naomi J Ryan Ltd which causes Naomi J Ryan Ltd to suffer loss or causes legal proceedings to be taken against us, the Landlord agrees to reimburse and compensate Naomi J Ryan Ltd for all losses suffered.

SECTION 4 - LEGAL REQUIREMENTS

Naomi J Ryan Ltd are neither lawyers nor accountants and the information set out under this section is intended to be for the Landlords guidance only and the Landlord should seek legal and accountancy advice where appropriate in relation to his obligations.

Gas

The Gas Safety (Installation and Use) Regulations 1998 deal with landlords' duties to make sure gas appliances, fittings and flues provided for Tenants are safe. Landlords are legally responsible for the safety of their Tenants and their duties extend to a wide range of accommodation, whether occupied under a lease or licence (lodgers). Landlords' responsibilities include the maintenance of pipe work, appliances and flues. Gas appliances should be serviced in accordance with the manufacturer's instructions. If these are not available, it is recommended that they are serviced annually, unless advised otherwise by a Gas Safe Registered Engineer. A gas safety check must be carried out on every gas appliance/flue. A gas safety check will make sure gas fittings and appliances are safe to use. A record of the annual gas safety check must be provided to Tenants within 28 days of the check being completed or to new Tenants before they move in. Landlords must keep copies of the gas safety record for two years. All installation, maintenance and safety checks need to be carried out by a Gas Safe Registered Engineer. The cost of these checks are to be met by the Landlord. If the Landlord elects to be provided with only the Tenant Find or Rent Collection Service, and not the Management Service he is responsible for compliance with these Regulations which are mandatory and carry a criminal sanction for non-compliance. The tenancy cannot be permitted to commence without the appropriate certificate. If the Landlord wishes to instruct Naomi J Ryan Ltd to manage the property, we will arrange the works necessary to obtain the certificate in any event at the Landlord's expense.

Electrical Safety Standards

The Regulations apply in England to all new tenancies from 1 July 2020 and all existing tenancies from 1 April 2021. Private landlords must ensure: Electrical safety standards are met when the property is occupied during a tenancy. Every fixed electrical installation at the property is inspected and tested at least every five years by a qualified person. The first inspection and testing is carried out before new tenancies commence on or after 1 July 2020 and by 1 April 2021 for existing tenancies. NB: Where the most recent report requires an inspection and testing to be at intervals of less than five years, it must be at intervals specified in that report.

The inspection and test of the installation is carried out in accordance with the eighteenth edition of the wiring regulations BS 7671:2018 (the national standard to which all domestic wiring must conform).

Electrical installation: fixed electrical cables or fixed electrical equipment located on the consumer's side of the electricity supply meter as set out in the Building Regulations 2010. Qualified person: someone who is competent to undertake the inspection and testing as well as any further investigative or remedial work in accordance with the electrical safety standards.

Following the inspection and testing a landlord must:

1. Obtain a report that includes the results of the inspection and test and the date of the next inspection and test.
2. Supply a copy of that report to each existing tenant at the property with 28 calendar days of the inspection and test.
3. Supply a copy of the most recent report to any new tenant before the tenant moves in and to any prospective tenant within 28 days of receiving a request in writing for the report.
4. Retain a copy of the report until the next inspection and test is due as well as supply a copy to the person carrying out the next inspection and test

Legionnaires Disease

These regulations came into force in 2013. Legionellosis is a collective term for diseases caused by legionella bacteria including the most serious Legionnaires' disease, as well as the similar but less serious conditions of Pontiac fever and Lochgoilhead fever. Legionnaires' disease is a potentially fatal form of pneumonia and everyone is susceptible to infection. Under general health and safety law, as an employer or person in control of a premises (e.g. a landlord), you have health and safety duties and need to take suitable precautions to prevent or control the risk of exposure to legionella. The Approved Code of Practice for control of legionella bacteria in water systems and carrying out a risk assessment is your responsibility and will help you to establish any potential risks and implement measures to either eliminate or control risks. To identify the risks in your water system, you will need a competent person who understands your water systems and any associated equipment, which should establish any possible exposure to legionella risks, as listed above, as part of a risk assessment.

Your risk assessment should include:

Management responsibilities, including the name of the competent person, a description of your system any potential risk sources any controls currently in place to control risks, inspection and maintenance procedures, records of the monitoring results, inspection and checks carried out and a review date. If you decide that the risks are insignificant and are being properly managed to comply with the law, your assessment is complete. You will not need to take any further action, but it is important to review your assessment periodically in case anything changes in your system.

Carbon Monoxide Detectors

Changes were made to some of the building regulations in October 2015 including those relating to carbon monoxide detectors and driven by health and safety concerns for the appliances that the changes now cover. One of the most significant changes now requires that a carbon monoxide detector be held in any rooms containing an appliance that burns solid fuel. This means appliances that are powered using a type of solid fuel such as coal, wood, etc. It is strongly advised that should the property contain gas, a carbon monoxide detector is installed.

Smoke Alarms & The Building Regulations 1991:

These Regulations require that all properties built since June 1992 must be fitted with mains-operated, interlinked smoke detectors/alarms on each floor. Properties built before that date do not have such a statutory requirement, but Naomi J Ryan Ltd recommend that the Landlord should consider the installation of mains-operated interlinked smoke detectors/alarms in his property. New regulations come into force in October 2015 where all rental properties are required to have working smoke alarms detectors installed in all residential properties. New regulations came into effect in October 2015 (The smoke and carbon monoxide alarm (England) regulations 2015), these advise that working smoke alarms must be fitted to each floor of the property and that they must be tested on the day the tenancy commences. We provide a testing service for all managed landlords and it is available for let only landlords at an additional cost. Further information is available on request.

Overseas Landlords:

- i. In accordance with the Finance Act 1995, HM Revenue & Customs (HMRC) has introduced a system of Self-Assessment. All overseas Landlords may apply to HMRC for a Certificate of Self-Assessment in order for rents to be paid over gross Naomi J Ryan Ltd would strongly recommend that all overseas Landlords apply for Self-Assessment.
- ii. However, in all other cases Naomi J Ryan Ltd are required by law to deduct the tax for all overseas Landlords at the basic rate from the net rental income and pay this on a quarterly basis to HMRC.
- iii. Should the Landlord not apply for, or if he is refused Self-Assessment, then Naomi J Ryan Ltd are obliged to submit to HMRC quarterly returns and pay over the tax deducted.
- iv. Naomi J Ryan Ltd are not qualified accountants and we would therefore recommend that the Landlord takes professional advice regarding the law, from a tax accountant or by accessing HMRC website on www.hmrc.gov.uk.

Homes (Fitness for Human Habitation) Act 2018

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.

Under the Act, the Landlord and Tenant Act 1985 is amended to require all landlords (private and social) to ensure that their properties, including any common parts of the building, are fit for human habitation at the beginning of the tenancy and throughout. The Act states that there is an implied agreement between the tenant and landlord at the beginning of the tenancy that the property will be fit for human habitation.

The government wants to support the majority of good landlords who provide decent and well-maintained homes. Landlords who do not maintain safe properties prevent the operation of an effective and competitive rental market where all landlords operate on an equal footing. This Act provides an additional means for tenants to seek redress by giving them the power to hold their landlord to account without having to rely on their local authority to do so.

The government expects standards to improve, as tenants will be empowered to take action against their landlord where they fail to adequately maintain their property. This will level the playing field for the vast majority of good landlords who are already maintaining homes fit for human habitation without serious hazards, by ensuring that they are not undercut by landlords who knowingly and persistently flout their responsibilities.

THE RIGHT TO LET:

i. Mortgages

In most cases when a property is subject to a bank loan or mortgage, permission is required from the lender before the property can be let. It is up to the Landlord to obtain the necessary permission and Naomi J Ryan Ltd cannot market the property without sight of the consent to let. In some cases the lender may have special conditions that will be required to form part of the Tenancy Agreement. Alterations cannot be made once the Tenancy Agreement has been signed by both parties. When the Landlord signs the contract with Naomi J Ryan, he is confirming that he has the right to instruct Naomi J Ryan Ltd to let the Property. Tenants normally require sight of any confirmation from a lender consenting to the letting.

ii. Leasehold

If the Landlord holds the property on a leasehold basis, he must also ensure that letting is allowed under the terms of the superior lease and whether written permission is required for the property to be sublet. Again, it is strongly advised this is done before the commencement of the tenancy, as the Landlord may otherwise be in breach of his lease and the Tenant may require sight of formal consent. The Landlord must also ensure that the letting is for a period which expires prior to the expiry of the lease under which he holds the property. If there are any agreements or restrictions contained within any superior lease which will affect any Tenant, the Landlord must provide Naomi J Ryan Ltd with a copy of the relevant documents, so that they can be notified to the Tenant or attached to the Tenancy Agreement at the start of the tenancy. The Landlord will be unable to enforce any obligations of any superior lease on the Tenant, if they are not part of the Tenancy Agreement which could put the Landlord in breach of the superior lease. Any fees payable for obtaining consent or a copy of any superior lease will be the Landlord's responsibility.

Insurance

The Landlord will need to advise his contents insurers that the property is let and must have obtained their agreement to extend the insurance cover on the property and its contents, to cover the changed circumstances, or the policy may be void. Any conditions imposed by the Landlord's insurer must be given to Naomi J Ryan Ltd prior to the tenancy commencing, for notification to the Tenant or inclusion in the Tenancy Agreement if necessary. Conditions cannot be imposed on the Tenant, especially in relation to a vacant property, at a later date which could be a breach of the insurance contract making any claim void. Employees of Naomi J Ryan Ltd shall not be responsible for administering or arranging building and contents insurance on behalf of the Landlord.

The Furniture & Furnishings (Fire) (Safety) (Amendment) Regulations 1993:

The Landlord's attention is drawn to these Regulations which make it an offence to supply upholstered furniture and other items in the course of a business, unless it complies with what is called the "Cigarette test", the "Match test" and the "Ignitability test" and has a permanent label. In general terms, the regulations cover all upholstery and upholstered furniture, mattresses, padded bases, headboards, pillows, cushions, children's furniture and any furniture normally used in the garden such as conservatory furniture. The regulations do not apply to any furniture which has been manufactured before 1 January 1950, unless it has been re-upholstered when it must comply. The Regulations apply to all let property.

The recommended way to check whether furniture complies is to look for labels attached to the furniture. If the furniture no longer has these, the Landlord must establish when and where the furniture was bought and contact the shop/manufacturer and check whether the furniture complies. If the Landlord is unable to establish whether the furniture complies, the relevant furniture must be replaced. It is illegal to let a property with furniture which does not comply with these regulations.

Money Laundering:

Naomi J Ryan Ltd is obliged to comply with all legislation in relation to money laundering. Accordingly, Naomi J Ryan Ltd have anti-money laundering controls and systems in place to detect potential cases of money laundering. These controls include the requirement for us to verify the identity and address of all new clients before accepting their instructions. For a private individual, we will require sight of his passport or photo card driver's licence and correspondence from an official source, such as a recent utility bill or bank statement. For a company we will conduct an electronic check and if unable to do so, will require sight of (as applicable) Certificate of Incorporation, Memorandum and Articles of Association, and if necessary personal identification of two Directors or Trustees. Naomi J Ryan Ltd is obliged to comply with all legislation in relation to money laundering. Accordingly, Naomi J Ryan Ltd reserves the right to refuse payment of any sums in cash whether by way of rent, deposit or subsequent payments. Cheques written from unfamiliar banks may also be subject to investigation. Naomi J Ryan Ltd do not accept any responsibility for any tenancy which does not proceed as a consequence of these requirements.

Stamp Duty Land Tax:

Under the Finance Act 2003, Stamp Duty Land Tax is only payable by the Tenant.

The Housing Act 2004 – Houses in Multiple Occupation:

The law in relation to Houses in Multiple Occupancy (HMOs) under the Housing Act 2004 has recently changed in the Exeter City Council area. The regulations are divided into two sections and both must be considered by all Landlords – it may be that one or both will apply to your property:

Licensable HMOs – The 2004 Housing Act introduced compulsory licensing of larger Houses in Multiple Occupation, which is dealt with by the Environmental Health department at Exeter City Council. The aim of licensing is to raise standards of accommodation in this part of the private rented sector.

A HMO is licensable under the Housing Act 2004 if:

- It, or any part of it, comprises 3 storeys or more; and
- It is occupied by 5 or more persons; and
- It is occupied by persons living in 2 or more households

It is the licensing scheme itself that is the main control mechanism for licensable HMO's. Under the scheme the Licence Holder and Manager must be 'Fit and Proper Persons', (please note that the Licensee changes with any change of ownership of the property); maximum occupancy level must be set for the HMO within the terms of the Licence and Licence conditions can be set.

Housing Health & Safety Rating System:

Landlords should be aware that where an HMO is licensed, the property will be subject to inspection under the Housing Health & Safety Rating System within five years of the application for a licence. Landlords should also be aware that any property that is either let or available to rent, can be subject to inspection under the Housing Health & Safety Rating System. In brief, the inspector visits the property to assess potential hazards (i.e. excess cold, steep staircases) and if applicable, will issue a Notice upon which the Landlord must act appropriately.

The Regulatory Reform (Fire Safety) Order 2005:

The above Order came into force on 1st October 2006, giving obligations with regard to HMO's. A property which is an HMO must have at least mains linked smoke detectors in the common parts (i.e. hallways) and fire blankets and fire extinguishers in the kitchen. Depending on the age and character of the property, further alterations may be required. Although the above order currently applies to HMO's only, we would recommend that all our clients' properties are fitted with mains linked smoke detectors with fire blankets and fire extinguishers in the kitchen.

Disability Discrimination Act 1995:

Amendments to the above Act came into effect in December 2006, giving a disabled person the right to ask a Landlord for reasonable adjustments to a property, to enable him to enjoy the property and its features as an able-bodied person could. However, it should be noted that such adjustments are temporary and can be reinstated at the end of the tenancy, i.e. Changes to wall colour, provision of a portable wheelchair ramp, changes to door handles, doorbells and taps. Such reasonable adjustments are at the Landlord's expense.

The Energy Performance of Buildings Regulations (England and Wales) (Amended) 2011

It is a legal requirement under these regulations that an Energy Performance Certificate (EPC) is made available by the Landlord prior to the property being marketed and that a copy of the first page of the EPC, must be attached to all written or electronic details of the property. The regulations expect that all "reasonable efforts" are made to obtain the EPC within seven days of the commencement of marketing, with an absolute duty to provide it within twenty-one days thereafter. Naomi J Ryan Ltd will be unable to market a property until we are certain that an EPC has been commissioned and can recommend a local Domestic Energy Assessor (DEA) if required. Failure to have the EPC within the time frame could result in a penalty for the Landlord.

Service of Notices

If the property has been let under an Assured Shorthold Tenancy, a Form 6a Notice will be served upon written request of the Landlord. The notice period is a minimum of two months but further time must be allowed for service of the Notice. Upon expiry of this Notice, the Landlord is entitled to commence proceedings to recover possession of the property. A Landlord is not entitled to possession of a property where an Assured Shorthold Tenancy has been granted (even if the fixed term expires) unless this Notice has been served on the Tenant, or unless the Tenant is in breach of the Tenancy Agreement and possession has been granted by the Courts.

Land Registration Act 2002 – Address for Service

Naomi J Ryan Ltd strongly advises that the Landlord informs the Land Registry of up to three addresses (other than the address of the property that is being let) so he can be informed if an application is received that may affect his legal rights on the property. For information on how to provide the Land Registry with additional contact addresses, please contact the Customer Support Team at the Land Registry on 0800 0283404 or refer to their website (www.landreg.gov.uk/propertyfraud).

Permission for letting a property on a short term basis

If the property is being offered for letting on a short term basis, the Landlord will need to check with the relevant Local Authority that such a letting is permitted. The Landlord may have to apply for planning to obtain a temporary change of use. This can take up to eight weeks to be granted and there will be a fee payable by the Landlord to the Local Authority. If permission is needed but not obtained, the Local Authority could take enforcement action which could lead to a fine of up to £20,000. If the property is leasehold, permission may also be needed from the freeholder.

Flood and Water Management Act 2010 (Section 45)

Under this Act, an obligation is placed on the Landlord to provide the Tenant's contact details to the relevant water company. Failure by the Landlord to give the Tenant's contact details to the water company will result in the Landlord becoming jointly and severally liable with the Tenant, for any water charges at the property.

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