



LANDLORDS

SERVICE FEES

&

GUIDANCE





## SERVICE FEES

<u>FULL MANAGEMENT</u>	
SERVICE	FEE
Lettings and Property Management	<b>13% + VAT of rent payable</b> <i>(15.6% inc VAT)</i>
Extensions or Renewals	<b>13% + VAT of rent payable</b> <i>(15.6% inc VAT)</i>

<u>RENT COLLECTION</u>	
SERVICE	FEE
Lettings and Rent Collection	<b>10% + VAT of rent payable</b> <i>(12% inc VAT)</i>
Extensions or Renewals	<b>10% + VAT of rent payable</b> <i>(12% inc VAT)</i>

<u>LETTINGS ONLY</u>	
SERVICE	FEE
Lettings Only	<b>8% + VAT of rent payable</b> <i>(9.6% inc VAT)</i>
Extensions or Renewals	<b>8% + VAT of rent payable</b> <i>(9.6% inc VAT)</i>





### **MISCELLANEOUS FEES** (all figures include VAT)

<b>SERVICE</b>	<b>FEE</b>	<b>NOTES</b>
<b>Tenant / Guarantor Referencing</b>	<b>£36 inc VAT per Tenant / Guarantor</b> (£30 plus VAT)	
<b>Administration Fee</b>	<b>£180 inc VAT</b> (£150 plus VAT)	
<ol style="list-style-type: none"><li>1. MyDeposit Registration</li><li>2. Anti-Money Laundering Checks</li><li>3. Online Document Signing</li><li>4. Assured Shorthold Tenancy Contract</li><li>5. Right to Rent Check which includes following up for time-limited Visas</li><li>6. Tenancy Disputes - Preparation and submission of evidence to MyDeposits (<i>applies only where agent has protected deposit</i>)</li><li>7. Service of Legal Notices Section 8 or 21 Notices</li></ol>		
<b>Arranging the Energy Performance Certificate</b> (10 Year Duration)	<b>£90 inc VAT</b> (£75 plus VAT)	
<b>Gas Safety Certificate (GSR) Annual</b>	<b>£90 inc VAT</b> (£75 plus VAT)	
<b>Electrical Installation Condition Report</b>	<i>Varies according to the property</i>	
<b>Vacant Property Inspection Management Fee</b>	<b>£30 inc VAT</b> (£25 plus VAT)	<i>Price Per Visit</i>
<b>Appearance before any court or tribunal</b>	<b>£300 inc VAT</b> (£250 plus VAT)	
<b>Abortive Transaction</b>	<b>£300 inc VAT</b> (£250 plus VAT)	In the case where Landlord decides not to proceed with letting the property after the satisfactory references and contract has been prepared
<b>HMO Licensing</b>	<b>£300 inc VAT</b> (£250 plus VAT)	Applying for any HMO License on your behalf, plus the cost of the license. This cover Mandatory / Additional and Selective Licensing.





<b>Additional Work</b>	<b>£60 per hour inc VAT</b> <i>(£50 per hour plus VAT)</i>	Work not covered specifically in this agreement to be charged at an hourly rate. Minimum fee is £60 inc VAT (£50 plus VAT)
<b>Inventory Fees</b>	<i>Fees Vary According to Size of Property</i>	Studio – £138 inc VAT (£115 plus VAT) 1 Bedroom – £150 inc VAT (£125 plus VAT) 2 Bedroom – £174 inc VAT (£145 plus VAT) 3 Bedroom – £216 inc VAT (£180 plus VAT) 4 Bedroom – £240 inc VAT (£200 plus VAT) 5 Bedroom – £276 inc VAT (£230 plus VAT)





## GUIDANCE

### LANDLORDS RIGHTS & RESPONSIBILITIES

As a landlord, you must know and fully understand all your rights and responsibilities. Your tenancy agreement which will be signed by both you and your tenant will detail your obligations some of which will include.

#### Tenancy Deposit Protection Scheme

By law you are required to place your tenants deposit in a government approved tenancy deposit scheme. If chosen as your Managing Agent, we will place the deposit in such a scheme on your behalf. In the event of a dispute at the end of the agreed tenancy, the deposit will be held in the scheme until any issues have been resolved. Alternatively, if you are using another Service the onus will be on the Landlord to protect the deposit. It is a legal requirement to provide all tenants with the Deposit Registration Certificate and the relevant Prescribed Information.

#### Access to the Property

Every tenant has the right to enjoy the use of the property without unwarranted visits from the Landlord. We always request providing 24 hours' notice to the tenants prior to a visit, unless in the case of an emergency where access is imperative,

#### Safety and Maintenance

Your tenants have the right to reside in a property that is habitable, safe and secure. It is the Landlords responsibility to ensure that the property is in a good state of repair and adheres to these standards.

**Annual Gas Safety Inspections** – By law, both the gas supply and any gas appliances within the property must be inspected annually by a Registered Gas Engineer. It is the responsibility of you as the Landlord to arrange for these checks to be carried out. Both the Landlord and the Tenant should each be provided with a written report on the condition of each appliance. You must keep records of the safety checks and issue a copy of them to new and existing tenants.

**Electrical Safety** – An electrical safety check must be commissioned prior to the commencement of a tenancy and must be carried out by a competent person. Landlords have a legal obligation and a duty of care to tenants to ensure that the electrical installation and the electrical equipment supplied is safe.

**Health & Safety** - If any defects to the properties structure or integral elements develop including toilet, shower, heating, wiring or water pipes it will be the landlord's responsibility to ensure that all repairs are carried out in a timely fashion. A Housing Health and Safety Rating System (HHSRS) inspection may take place if a complaint is made on the grounds of health and safety hazards. Post inspection, there may be a list of actions required to undertake in order to uplift the property to it's required standard.

**Furniture** - If the property is furnished, the furniture must meet the guidelines set under the Furniture and Furnishings Fire and Safety Regulations 1988 (as amended 1993).





### **Evicting Tenants & Taking Possession**

Where a property has granted an Assured Shorthold Tenancy, the tenant has the right to remain in the property for six months, unless they break any major terms of the agreement. The tenancy can be terminated by either party after this time in line with the contracts notice period, without providing a reason for termination, if the tenancy agreement allows for this.

If the tenant is in breach of the tenancy agreement, then the landlord may be within their right to apply to the courts by a serving the tenant with a Section 8 notice of seeking possession. This is a formal procedure and landlords must outline the specific terms the tenant has breached.

Landlords are entitled to dispose of any belongings left in the property two weeks after the tenancy has terminated, but endeavours should be made to have the tenants retrieve their left property.

### **Additional Responsibilities**

In addition to the above, the following responsibilities are also applicable:

- You cannot discriminate against tenants because of their race, gender, sexual orientation or religion.
- Pregnant and disabled tenants must receive fair and equal treatment.
- You must abide by the terms outlined in the tenancy agreement.
- You must provide your contact details to your tenants.
- You must supply an up to date EPC.
- Locks cannot be changed without informing the tenant.
- Maintain the property in line with statutory requirements.
- Landlords are strongly advised to take out letting specific buildings contents insurance cover against any personal injuries claims by tenants, their visitors or tradespeople while in the property.





## **DATA PROTECTION POLICY**

### DEFINITIONS

(Data) Controller, (Data) Processor, Data Subject, Personal Data, Processing and 'appropriate technical and organisational measures': have the meanings set out in the Data Protection Legislation in force at the time.

Data Protection Legislation: all legislation and regulatory requirements in force from time to time relating to the use of personal data and the privacy of electronic communications, including, without limitation (i) any data protection legislation from time to time in force in the UK including the Data Protection Act 2018 or any successor legislation, as well as (ii) the General Data Protection Regulation ((EU) 2016/679) and any other directly applicable European Union regulation relating to data protection and privacy.

Both the Landlord and Element Properties & Co. will comply with all applicable requirements of the Data Protection Legislation. This Clause is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation as defined above,

The Landlord and Element Properties & Co. acknowledge that for the purposes of the Data Protection Legislation, the Landlord is the data controller for the data they hold, and Element Properties & Co. is a Data Controller for the data they hold.

Both the Landlord and Element Properties & Co. shall, in relation to any Personal Data processed in connection with the performance its obligations under this Agreement:

- i. Ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
- ii. Ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and
- iii. Not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the data subject has been obtained and the following conditions are fulfilled:
- iv. appropriate safeguards have provided in relation to the transfer.
- v. the Data Subject (as defined in the Data Protection Legislation) has enforceable rights and effective legal remedies.
- vi. the Landlord complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
- vii. Assist the other party in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators.
- viii. Notify the other party without undue delay on becoming aware of a Personal Data breach of the Personal Data processed in connection with this Agreement; and
- ix. Maintain complete and accurate records and information to demonstrate its compliance with this Clause.





- x. Both parties' consent to the appointing of third-party processors of Personal Data, to be made know on request, under this Agreement. Both parties confirm that it has entered or (as the case may be) will enter with the third-party processors into an agreement incorporating terms which are substantially like those set out in this Clause. Each party shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this Clause.
- xi. Either party may, at any time on not less than 30 days' notice, revise this Data Protection Clause by replacing it with any applicable standard Clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to the Agreement).

