



Guide for Landlords
Terms & Conditions

welcome

Featherstone Leigh offers a range of services for landlords to suit all circumstances and commitments. Whether you are letting out your own home while living overseas, or you have a portfolio of properties, we can help.

Our network of dedicated letting offices are located in prime sites throughout West and South-West London. Our reputation with companies and organisations ensures that we are able to find the most suitable tenant for your property for the period that suits you best.

We offer comprehensive property management and rent collection services for busy and absent landlords, ensuring complete peace of mind for all our clients during the tenancy.

This booklet helps explain what we do for you and some of the things that need to be considered when letting a property. We are here to make things easy for you, so please contact any of our offices for further information.

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Introducing a Tenant (Letting Service)

Finding the most suitable tenant at the right rent is very important. At Featherstone Leigh our specialist letting offices, based throughout west and south-west London, are ideally placed to find the right tenants for your property.

As leading estate agents we have a high profile and are well known to employers, individuals and corporate tenants as the leading letting agent for the region. Many choose to deal just with us.

Our introduction (letting) service includes the following:

Advice

We will advise you about the correct rent figure to market your property at and make suggestions to help you rent it out for as much as possible. We will look at rents that have recently been achieved for similar properties in the area, any furnishings you provide and how long you want to let the property for.

Marketing

When you instruct us we contact suitable prospective tenants and those companies with whom we regularly do business. Although we usually have many tenants already registered with us, we also advertise your property on our website and leading property portals to make sure we generate as much interest as possible. Where appropriate we also register the property with relocation agents.

We also advertise in the local press and if we think it will be of benefit, we advertise in other publications and media. 'To Let' boards create a great deal of interest from prospective tenants visiting the area and we will arrange one where we think it would be helpful.

Viewings

We will hold a set of keys to the property and accompany all viewings. We attach a secure tag to your keys and use a numbered code for security.

Negotiations

As soon as we find someone for your property, we will contact you with their details and if you are happy, we will negotiate all the essential terms and conditions which would be included in the tenancy agreement.

References

Whether your tenant is a company or an individual we would normally arrange for references to be carried out by an independent specialist company. We can send you all the references before you sign a tenancy agreement. However, we cannot accept responsibility for any inaccurate information given to us.

Tenancy agreements

We advise you on the appropriate type of tenancy for your circumstances taking into account current housing law. We prepare a tenancy agreement for signature by you, as landlord and by your tenant. You can find more information on page 6.

Rent

We collect the first month's rent and a security deposit at the beginning of the tenancy. We then collect the second month's rent and make arrangements for the subsequent rent to be paid by standing order to us (or whoever is collecting the rent). If we are not managing your property, we give the tenant your details so that they can contact directly if required.

Once the tenancy has started, we will take our letting fees from the first two rent payments and send you what is left together with a detailed statement.

Deposits

Normally, your tenant will pay the equivalent of six weeks' rent as a security deposit, unless you will accept a letter of guarantee. We hold the deposit as a 'stakeholder', which means that we cannot release any of the money until we have written confirmation from both you and your tenant agreeing to it. We do not pay interest on any deposits we hold.

By law, all deposits from tenants who have an assured shorthold tenancy are registered with a Tenancy Deposit Scheme. We will tell your tenant about this within 30 days of receiving the deposit. You can find more information on page 9.

If we are not holding the deposit, the deposit holder will need to make their own arrangements for registering the deposit. We need to know which scheme is being used so that we can include the necessary details in the tenancy agreement. You should be aware that there are serious consequences if you fail to register a deposit with an authorised scheme.

Utilities

We can tell the utility companies (gas, water, electricity) and the local council when your tenant moves in. We would need all the details (suppliers and reference numbers) if you would like us to do this. Unfortunately we cannot close or open accounts on their or your behalf.

Inventory

You should have a detailed inventory made of your property. We will be happy to arrange for a specialist provider to put one together for you covering the household and garden belongings, with comments on the condition of these items. We use reliable, independent inventory clerks and we strongly advise that you arrange for an inventory to be prepared and checked at the beginning and end of each tenancy. Without an independent report it can be difficult to charge an outgoing tenant for any defects or required repairs. Inventory clerks also read gas and electricity meters, and provide a report on this. How much these checks cost depends on the size and contents of the property. We don't carry

out these checks, so we cannot accept responsibility for any mistakes or missing information. You would usually pay the cost of preparing the inventory and the 'check in' report, your tenant would usually pay for the 'check out' report.

Termination of the tenancy

We contact you and your tenant well before the tenancy comes to an end to see what plans you have and if the tenant wants to stay on. If so, we prepare the appropriate documents. You should remember that if the tenant stays in the property without a formal agreement, they have to give you some notice (depending on the situation) when they want to leave. However, you will usually have to give your tenants at least two month's written notice to end their tenancy. We cannot accept any responsibility if any documents we prepare to formally extend the tenancy are not returned to our offices.

Notice periods

If we include a clause (sometimes called a break clause) in the tenancy agreement which allows you or your tenant to end the tenancy before the fixed term ends, you will usually need to give at least two month's notice. If your tenant gives notice, we refund you any letting fees you have paid which cover the period after the notice ends. If you give notice and we can remarket the property as sole agents and we relet the property, we will change our fees for the new tenancy to make sure that you are not paying fees twice for the same period. However, if you give notice to your tenant, and we do not have the opportunity to relet the property, we will not refund the fees.

Management Service

We also offer a management and administration facility if you do not want to deal directly with your tenant, or if you are not able to monitor a tenancy due, for example, to being overseas.

All tenants need a contact point to deal with any problems and arrange repairs and you need to know that your property is being looked after. We have designed our service to be as trouble-free as possible for you.

Repairs and replacements

We will deal with day-to-day repairs and maintenance. Whenever possible and if the work is likely to cost more than £300, we get estimates and ask for your approval before the work is done. In emergencies and when we think it necessary, we act to protect your interests. You have a legal responsibility to maintain essential services for your tenant (for example, hot water and heating) and we would act without consulting you on this if necessary, to rectify any problems as quickly as possible. You are also responsible for other repairs. If we do not have your permission to act, and the work is necessary, we can instruct contractors. We would take the cost of this work from the rent we receive or you would need to repay us immediately for this. If major work is carried out (for example, redecorating installing or arranging furnishings, fitting curtains and carpets) or other work costing more than £500, we charge an extra fee of 10% of the cost of the work involved. This covers supervision and inspection. You would also have to pay for any professional fees (for example, for structural engineers) on top of this.

Regular visits to the property

We make regular visits (usually two each year) to your property, and we advise you appropriately. These visits are not as thorough as an inventory check or a structural survey and we cannot be held responsible for any maintenance problems if your tenant refuses to let us into the property. We can make additional visits if required and we charge £95 for this service.

Paying outgoing

As long as we receive the invoices, we can pay regular outgoing such as ground rent and service charges. Although we will do our best to query any obvious mistakes, it is reasonable for us to accept and pay all demands and accounts which appear to be correct. In particular, we cannot accept responsibility for your insurance cover, or for checking demands for service and maintenance charges.

Forwarding your post

We will forward to any address in the UK, post that is addressed to you when it reaches our offices. However, you cannot expect your tenant to forward post and we strongly recommend that you arrange to have this done by the Post Office.

We will forward post as stamped, which means we cannot forward post overseas.

Information

We will ask you to fill in a detailed form giving the information that we will need to look after your property. We suggest you do this as soon as possible as we may need those details when discussing your property with a prospective tenant. If you cannot give us all the information, we may need to use our own contractors to make sure that the property meets all necessary safety guidelines and is ready to move into. You would be responsible for any costs we have to pay in doing this.

Keys

When we are managing a property, we need at least three sets of keys before the tenancy starts. We give two sets to the tenant and we keep a set for management purposes. Some tenants may need extra sets for nannies, cleaners and so on and you should provide these. If we do not have enough keys, we may need to get extra sets cut, which you will have to pay for.

Collecting Rent

As well as introducing a tenant, we also offer a service to collect the rent. Most landlords who are in a position to maintain and look after their property during the tenancy still prefer us to collect the rent on their behalf.

We receive the rent and send it via the quickest available means (usually a same day payment) to a UK bank account as requested by you.

We will normally send you a statement every month or every three months (depending on how often your tenant pays rent). The statement will show all rent payments we have received and any outgoing.

We collect rent in line with the terms of the tenancy agreement and will typically contact a tenant within 48 hours of not receiving a rent payment. In the first instance, we usually contact the tenant by phone, so we can take payment card details immediately and avoid any further delays. We will advise you as soon as possible if the tenant has not paid the rent 14 days after it is due. If we still cannot collect the rent from your tenant for a significant period, we might suggest that you consider taking legal action to recover the rent and possession of the property. These situations are extremely unusual and while we would expect to be in regular discussion with you, we cannot issue proceedings on your behalf.



Management Service contd.

Float

We keep at least £500 on your account to cover any routine outgoings and repairs or maintenance that might be needed. If work is likely to cost more than the monthly rent, we will ask you to send us any amount we may need to settle invoices from contractors before the work starts. We cannot organise work that costs more than the money we have on your account, or rely on rent we expect to receive to cover the costs.

Before, between and after tenancies

If necessary, we can arrange to have the property professionally cleaned after the tenant has left. We can also arrange and supervise any repairs or replacements, which are needed between tenancies. We strongly recommend that a professional clean is carried out before a tenancy starts. We would be pleased to organise this for you if you have enough money on your account.

Unless you make arrangements with us, we do not manage a property before the tenancy starts, after it has ended or between tenancies.

Empty care

Our management team can make regular visits to the property at agreed intervals while the property is empty, between tenancies, or on the market for sale. You may also have some other requirements in your buildings or contents insurance policy, which we would need to know about. The visits normally involve a walk through (not including lofts), to make sure that there are no obvious emergencies or any problems requiring immediate action. We also check that the heating system is turned on low to avoid freezing and burst pipes in winter. The cost of this service is £95 including VAT based on the size of the property, the number of visits you need us to make and the level of service needed.

Ending management

You or we can end our management service by giving three months' notice. Featherstone Leigh may also end the management service without notice if a landlord is in breach of his obligations under the Tenancy Agreement or does not provide Featherstone Leigh with instructions or funds to allow those obligations to be fulfilled.

Refurbishment

As tenants demand higher and higher standards of decoration and furnishing, we can offer a comprehensive refurbishment service, from installing new kitchens and bathrooms, to redecorating, providing soft furnishings and fitting carpets. However, if as your managing agent we are not able to fulfil your obligations (for instance if you instruct us not to undertake necessary works or we do not hold sufficient monies to do so), we may end the service without notice. We can get quotes and send these to you with our own comments and suggestions. If you want to go ahead, we charge 10% of the total cost of work to cover supervising contractors including arranging access to the property.

General Information

The law about residential tenancies and safety standards can change quite quickly. Some of these changes can be unclear and may be interpreted in different ways. We will do our best to keep you informed and to tell you about anything you may need to do to meet any new requirements.

Tenancy agreements

We use tenancy agreements which have been drawn up to cover current law and protect your interests as far as possible. While we cannot tailor these agreements to meet individual needs, we can add extra clauses as agreed between you and the tenant. However, we cannot change or remove clauses that are included in the main body of the tenancy agreement. We recommend that you get your own legal advice on this as we cannot take responsibility for using the agreement in any particular case. We cannot comment on or advise you about any agreement that we have not prepared.

Assured shorthold tenancy agreements

The most common form of tenancy agreement used is an assured shorthold tenancy agreement under the 1988 Housing Act (amended 1996). This offers flexibility to both landlords and tenants and has notice procedures set out in it for bringing the tenancy to an end.

Tenancies not covered by the Housing Act

If the tenant is a registered company, or if you also live in the same property as the tenant, or the rent each year is over a certain threshold the tenancy falls outside the Housing Act and is a contractual agreement. All tenancies are covered by common law and legislation relating to a number of terms including notice periods and repairs.

Extending tenancies

When we prepare documents to extend a tenancy, which does not involve preparing a completely new agreement, we charge £195 (which includes VAT) to both you and the tenant. This applies as well as any letting or management fees that may be due (see page 10). We cannot be held legally responsible if the documents are not signed and returned by you or your tenant.

Premium leases

If we arrange a premium lease, or a tenant pays the whole rent up front, you will be required to pay all of our letting fees in full at the start of the tenancy.

Notices

There is an administrative charge of £195.00 including VAT to serve any of the following notices.

Section 21 of the Deregulation Act 2015

From the 1st October 2015, there are new regulations and restrictions on serving Section 21 notices. These include a new

Section 21 template form. Landlords will not be able to serve a valid notice for a tenancy that began on or after the 1st October 2015 unless they have provided tenants with a valid Gas Safety Certificate, the property's Energy Performance Certificate and The Department for Communities and Local Government "How to Rent" guide. Other changes include the landlord not being able to serve a valid Section 21 Notice within the first 4 months from the beginning of a tenancy and the stopping of retaliatory evictions under Section 33 of the Deregulation Act 2015.

Section 13 of the Housing Act 1988

You must serve this notice on the tenant if you want to increase the rent. If there is a fixed-term tenancy, in other words, there is a start date, an end date and a rental figure shown on the tenancy agreement, we cannot increase the rent during this period. If the fixed-term has ended and we have not prepared renewal documents to formally extend the tenancy agreement, but the tenancy has continued, it will become a statutory periodic tenancy. In this case, you can serve the Section 13 notice. The tenant has one rent period (usually one month) to object to this, by applying to the Rent Assessment Committee who will examine all the facts.

Sections 47 and 48 of the Landlord and Tenant Act 1987

Landlords are required to provide their tenant(s) with their address and if that address is not in England or Wales to provide them with an address that is in England or Wales at which the tenants can serve notices on you. This information should be included in a tenancy agreement but if you move during a tenancy you will need to provide your tenants with the new address(s).

Seeking possession

If you want to take possession from an assured (or assured shorthold) tenant before the fixed-term has come to an end (for example, due to the tenant not paying the rent), you must serve a Section 8 notice to tell the tenant that you plan to get possession, before you can begin possession proceedings. We recommend that you get legal advice on serving notices and starting proceedings in these circumstances.

Court appearances

If you want us to appear in court on your behalf, you would have to pay an extra charge of £500 a day, or part of a day, including VAT. We cannot represent you in court but we can act as a witness. You should get legal advice about any dispute which may lead to court action.

Insurance

You should review your existing policies before letting out your property, as some policies may not cover, or have restrictions, for rented properties. You must have buildings insurance cover to include any fixtures and fittings, you may also want to take out a contents policy. Due to FCA (Financial Conduct Authority) regulations we cannot organise or claim on these policies for you. Tenants are responsible for insuring their own personal belongings.

Permission to let

If you have a mortgage for the property, you usually need your mortgage provider's permission to let the property. You must get this permission before we will find you a tenant. Mortgage companies usually charge a

small fee for issuing the letter of authority to let. If you do not have this permission, it can have very serious consequences. If there is a mortgage in place, you will need to give us a copy of any mortgage permission that is needed.

If the property is leasehold, the lease may say that you need written permission from the superior landlord, before you can sublet. Depending on the terms, you may need to give us a copy of the head lease to attach to the tenancy agreement before your tenant signs it.

We will not be legally responsible for any action taken if you do not pay your mortgage or if you do not get any of the permissions required. You would be responsible for any losses we may suffer as a result of either.

Change of ownership

If the property is sold or passed on with a tenant we have introduced and the new owner does not agree to our terms and conditions of business, we will ask you, the original landlord, to pay our fees for the entire term of the tenancy.

Tenants must be advised if a Landlord's details change.

Accountants

We can forward an extra copy of all statements to your accountant or financial advisor for a charge of £35 (including VAT) for each copy.

Phone, gas and electricity suppliers

We cannot accept responsibility if the tenant changes the phone number or the utility supplier at the property during the term of the tenancy.

Before your tenant moves in, we ask you to give us details of the utility suppliers to the property and we will give these to your tenants. We cannot change utilities into your tenant's name. Unless we are managing a property, we cannot ask utility providers for your final accounts.

Non-UK resident landlords

If you live overseas, you should fill in an NRL1 form (application to receive UK rental income with no tax held back) before the start of the tenancy. You should send this to us so that we can send the form to HM Revenue & Customs (HMRC) for approval. We, as agents, will not need to hold back tax from the rent payments if HMRC have let us know that you have been approved to receive rent without any tax deduction. However, if we do not receive this approval, we will have to hold back tax at the basic rate from all rent we receive. We will hold this amount until you have agreed with HMRC what you owe. We will then pay this amount and send the rest to you.

If you do not live in the UK for tax purposes and do not have exemption from HMRC, we will charge you £75 for the work carried out in sending the returns to them every three months and £100 for yearly returns and to prepare final certificates.

As agents we are not qualified to check the accuracy of your accounts at the end of each tax year or to give tax advice. You can find more information at www.hmrc.gov.uk.

Your Responsibilities

It is your duty to let us know about all relevant information to do with the property. This includes any planning applications, party wall notices, building works, covenants, enforcement notices or restrictions affecting how the property can be used. You must also give us proof of ownership. You must guarantee that you will promptly pay all ground rent, service charges, insurance premiums and mortgage payments related to the property, along with any hire purchase, or similar payments to do with the contents of the property.

You must also let us know if you have appointed, or plan to appoint, another agent.

If we do not manage the property during the tenancy, you must make other arrangements. You will need to use someone based in the UK who is readily available to deal with any problems and tell us and the tenant about this.

Inventory and cleaning

Unless you make other arrangements with us, you will need to make sure that the inventory accurately records the number, state and condition of the contents in the property. You also need to make sure that the premises, appliances, linen and so on are clean and in working order before the tenancy starts. The tenancy agreement says that the tenant must leave the property in a similarly clean condition at the end of the tenancy, so we strongly recommend that properties are professionally cleaned before the tenancy starts. We can organise extra cleaning if we think it is needed. (There is a difference between domestic and professional cleanliness, and this difference is a common source of dispute at the end of a tenancy. We are happy to supply names of professional cleaners in the area.)

Appliances

All appliances, including central heating and boilers, should be checked and serviced before we let the property for you. You should leave details of any maintenance contracts and the companies involved for the tenant. You should also make operating manuals and guarantee cards available. It can be very helpful to keep a file for the tenant providing any useful information you may have on the property and the area, for example, when the rubbish is collected and so on.

Contents

Even if you are letting your property furnished, you will need to remove any personal items. The inventory will list the contents you leave in the property but we suggest you also remove any items that may be particularly valuable to you.

Outside

You should leave gardens tidy and in good condition. If you expect your tenant to maintain a garden, you should leave the appropriate equipment whether the property is considered furnished or unfurnished. However, heavy pruning of foliage or creepers from the property, or removing trees, is your responsibility.

Drains and gutters must be clear of leaves and other obstructions before the start of a tenancy.

Planning permission and licences

You must make sure that you have all the planning permission you need for a property before it is let.

If your property is being let as an HMO (house in multiple occupation) you may need a licence from your local authority. This applies to flats as well as houses let to people who are not a single ‘household’ (in other words, people who share a house or flat). You can get more information from your local authority.

Energy Performance Certificates

You must give all new tenants and prospective tenants a copy of an Energy Performance Certificate (EPC) relating to the property. You need to give us this as soon as possible as we cannot offer your property without it. If you do not already have one, or do not supply us with the necessary details, we can organise this for you. An EPC is valid for up to 10 years from the date it is issued.

Safety in let properties

Landlords have a legal obligation to ensure that the property is safe for tenants in every regard. Some of which are detailed below but other issues you should consider are trip hazards, security on doors and windows, ventilation and the appropriate use of safety glass.

The Gas Safety (Installation and Use) Regulations 1998

These regulations cover requirements for safely installing and maintaining gas appliances. The main conditions are shown below.

You have a duty to make sure that all gas appliances, flues and associated pipework are maintained in a safe condition at all times.

You must make sure a safety inspection is carried out on all gas appliances and flues at least every 12 months by an engineer registered with Gas Safe.

You must give the tenant a copy of the gas safety certificate which is issued following the inspection.

If we are managing the property, we will organise the gas safety checks and take the cost from rent we receive. However, if we cannot gain access to a property, we cannot be held responsible for not being able to do so.

The Furniture & Furnishings (Fire) (Safety) Regulations 1988 (As Amended 1989 & 1993)

These regulations say that all upholstery and upholstered furnishings, loose fittings and permanent or loose covers in the property must meet the necessary standards of fire resistance. Some firms offer to spray furniture with a fire retardant spray to make it fireproof. The Department of Trade and Industry has said that this is often not effective, as the spray treats the covering fabric but not the foam filling.

The regulations say that the requirements shown above do not apply to furniture made before 1 January 1950. As a result, this means ‘period’ or ‘antique’ furniture is exempt unless it has been re-upholstered since 1950.

Offences can carry a punishment of six months in prison or a fine of £5000, or both.

The Electrical Equipment (Safety) Regulations 1994

You must make sure that all electrical equipment, appliances, plugs, sockets and wirings in the property are safe, will not cause danger and meet the regulations previously highlighted. There are severe penalties for not doing so. Electrical checks, while not yet a legal requirement, are recommended to be sure of the safety of all electrical appliances in the property. You should get a certificate from the electrician after the results of a check showing this.

You must give the tenant instruction booklets or clear working instructions for all appliances. If you do not give us the safety certificates for electrical items before the tenancy, we can instruct a registered engineer to inspect the fittings, appliances and their installations, white goods (fridges, washing machines and so on) and furniture and to carry out any work needed. If, during the tenancy, we are told about a fault (or possible fault) at the property by a tenant or a contractor, we will take whatever steps are needed to make the property safe by using a qualified registered electrician. We will take the cost from your account.

Smoke and carbon monoxide alarms

From the 1st October 2015, landlords must ensure that a smoke alarm is fitted on every floor of their property where there is a room used wholly or partly as living accommodation. They will also need to put a carbon monoxide alarm in any room where solid fuel is burnt, such as wood, coal or biomass and includes open fires. It does not include gas, oil or LPG.

Legionella

This bacteria, which can cause very serious illness, is typically found in water systems where water has been stored (e.g. in a shower head) between certain temperatures for a period. If a property has been unoccupied for some time it may be at particular risk. There is currently no legal requirement to have water tested or a risk assessment done, but we strongly advise that landlord’s do undertake risk assessments at regular intervals to ensure their property is safe. We are happy to organise this for you if you so wish.

Tenant’s deposit

At the end of a tenancy, you should let your tenant know immediately if you are going to ask to take any money from their deposit to cover any problems with the property or if they have broken the tenancy agreement in any way. If not, you should confirm to us that you are happy for us to return the tenant’s deposit to them.

If we are not managing the property for you, we cannot agree this with your tenant and you will need to do this yourself. However, we will always try to help you and your tenant reach a solution.

Tenant’s deposits (held under an assured shorthold tenancy)

Tenant deposits must, from the moment they are received, be dealt with in accordance with a government-authorised deposit protection scheme. Landlords must give the Tenant “prescribed information” about the deposit and comply with the requirements and time limits of the authorised scheme. Failure to do so means that a valid s. 21 Notice (see page 7) cannot be served on Tenants and they may apply to the Courts for compensation equivalent to up to three times the amount of the deposit.

This “prescribed information” must also be correctly served each time the

tenancy is extended or becomes periodic because the Tenant remains at the property after the end of the fixed term.

Featherstone Leigh is a member of the Tenancy Deposit Scheme (TDS), which is a government authorised scheme administered by

The Dispute Service Ltd, PO Box 1255, Hemel Hempstead, Herts HP1 9GN.

Phone: 0300 226 7837
Email: deposits@tenancydepositscheme.com
Fax: 01442 253193

If we receive a deposit which we are going to hold during the tenancy, we will serve the prescribed information and comply with the requirements of the scheme on your behalf unless you give us written instructions not to. The scheme rules can be found at www.tds.gb.com. Please note that we hold deposits monies as “stakeholder” which means that we can only pay money from the deposit if :

- 1 both Landlord and Tenant agree: or
- 2 we receive a Court Order instructing us to do so: or
- 3 The Tenancy Deposit Scheme directs us to do so

If you do not want us to hold and/or protect the deposit, it will be your responsibility to do so as required by law. If you fail to do so, we shall not be liable for any loss suffered or cost incurred if you fail to comply with your obligations to protect the deposit and/or give the prescribed information. You must also pay us for any loss we might suffer as a result of your failure to comply with those obligations.

At the end of the tenancy you need to advise your tenant of any proposed deductions in accordance with the Tenancy Agreement and agree these with your tenant. Once we receive written confirmation from all parties (which includes all joint tenants but only one of joint landlords) we will pay the deposit as per those instructions within 10 working days.

If you have a dispute with your tenant you must try to resolve this as soon as practicable after the tenancy ends. The tenant can ask for any monies that are not disputed to be released to them at any time after the tenancy ends. If we do not do so within 10 days of their request, the tenant can notify the Tenancy Deposit Scheme who will instruct us to send the money to them. This we will do without further reference to any parties.

Please note that should any work be done at the property before a dispute has been resolved, you do so at your own risk. There is no guarantee, if you incur expense, that a dispute will ultimately be resolved in your favour.

Deposits when the tenancy is not an assured shorthold

Tenant’s deposits do not have to be protected or registered with an authorised scheme. However, because we are members of the Tenancy Deposit Scheme, they make their independent alternative dispute scheme available for our clients.

If a dispute arises at the end of the tenancy you, we or the tenant can contact the scheme who will advise the most appropriate method of resolution. All parties need to agree to the process, the deposit monies must be forwarded to them and there is a fee payable (currently a minimum £500 plus VAT). Futher details are available on their web site (above).

Landlord's Information

When you agree to use our services, you agree that we may use information you give us, including information about yourself, for the purposes of performing our obligations to you. You also agree that we may supply such information to other parties as may be required to fulfil our, or your, legal obligations.

When you agree to use our services, you also guarantee that all the information you provide to us is complete and correct to the best of your knowledge and belief. You agree to inform us immediately if it comes to your attention that any information was incorrect. If we suffer any loss or incur any cost because information you have given us is or was incomplete and/or incorrect, you agree to reimburse us and compensate us for losses suffered.

Important Notes

- 1 If we successfully introduce a tenant, we will assume you have accepted the terms and conditions in this booklet.
- 2 At the beginning of each tenancy, we are entitled to the full letting fee (introduction fee) outlined opposite for the term of the tenancy as written in the agreement. If this fee is more than the rent, you must pay the balance within seven days of receiving our invoice.
- 3 If a tenant gives notice in line with a tenancy agreement and they end a tenancy early, you are then entitled to a refund of any letting fees paid for the term, which is left to run.
- 4 If the tenancy we have arranged is extended for a further period, or you grant a new tenancy at any time to the original tenant (or the same occupants), or when a tenant we have introduced is still living in the property, we are entitled to the letting fee in full at the start of the new term or period.
- 5 The minimum letting fee is £600 plus VAT.
- 6 We take the management fee from rent we receive (usually monthly) or by sending you an invoice.
- 7 We will not refund fees if the tenant stops paying rent, whatever the reason.
- 8 If the property is sold or passed on with the tenant still living in it, you still have to pay us fees for the whole tenancy.
- 9 If you write a cheque which is not paid by your bank, you will have to pay a charge of £50 to cover bank charges and administrative costs.
- 10 We do not pay interest to landlords or tenants on any money we hold.
- 11 We may take any money you owe us for fees from any rent we receive and any deposit money which might be due to you at the end of the tenancy.
- 12 Any instructions or advice we receive from any named landlord or their representative are deemed to be received on behalf of all named landlords.
- 13 We cannot be held responsible for any loss, however arising, from a landlord's or tenant's failure to fulfil their obligations to the other party.

- 14 You have to pay for any pre-tenancy works (e.g. decorating, cleaning), which we may organise for you directly to the contractor unless you provide us with sufficient monies in advance. We will give your details to contactors for invoicing purposes.
- 15 The information and terms in this booklet will change from time to time to take account of changes in laws, regulations and new advice. You will be told about of these changes and/or sent a new booklet, by post or email, as they occur.
- 16 Any commission, interest or other income earned by the Agent while carrying out its duties, including without limitation any interest on deposits held or from referrals to solicitors, EPC providers, contractors, surveyors or inventory clerks will be retained by the Agent.
- 17 From the 1st February 2016 under Section 22 of the Immigration Act 2014, the law introduces the requirement for all landlords of private rental accommodation in England to carry out "Right to Rent" checks for new tenancy agreements to determine whether occupiers aged 18 or over have the right to live in the UK legally. These checks need to be done by the landlord or an agent appointed by the landlord.
- 18 During 2019, there may be changes in relation to electrical safety regulations, we will try to keep you updated if and when these changes happen.

Complaints

We aim to offer you the best possible service but there may be times when you may want to make a complaint. We are members of The Property Ombudsman (TPO) and the Association of Residential Letting Agents (ARLA). We will always try to deal with any problems wherever possible, quickly and to your satisfaction.

Please see the steps you should take if you want to complain to us:

- 1 First, please speak to the Manager. They will listen and do their best to sort the matter out there and then.
- 2 If you are not satisfied after speaking to the Manager, please address your complaint in writing to them. They will then acknowledge your complaint within three working days. After a full investigation, they will write to you again within seven working days.
- 3 If you are still not satisfied, you should refer your complaint to:

The Directors, Featherstone Leigh
Holbrook House, 34-38 Hill Rise, Richmond, Surrey TW10 6UA

They will acknowledge your complaint within three working days and will respond, in detail, within seven working days.

- 4 If you are still not satisfied after following our complaints procedure you may refer your complaint to:

The Property Ombudsman
 Milford House, 43-55 Milford Street, Salisbury, Wiltshire SP1 2BP
 Website: www.tpos.co.uk

Following this complaints procedure does not affect your legal rights.

Fees

Commission

If we introduce a tenant to your property we charge a percentage of the gross rent for the term of the tenancy. The letting fee is due at the start of the first term of the tenancy.

	Inc. VAT	(Net charge + VAT)
• Letting and management service	19.2%	(16%)
• Letting and rent collect service	14.4%	(12%)
• Letting service	12%	(10%)
• Management service	7.2%	(6%)
• Rent collect service	2.4%	(2%)
• Short term letting and management service	33.6%	(28%)
• Short term letting service	26.4%	(22%)
• Minimum lettings fee	£720	(£600)

Renewal and Extension

These will be charged at the same rate as the commissions above and are due at the start of any extension period (also known as renewal).

Administration and Documentation

If we introduce a tenant to your property we charge a percentage of the gross rent for the term of the tenancy. The letting fee is due at the start of the first term of the tenancy.

	Inc. VAT	(Net charge + VAT)
• To prepare documents for a new tenancy	£350	(£291.67)
• To prepare documents to extend an existing tenancy	£195	(£162.50)
• Copy statements	£35	(£29.17)
• Owners income and expenditure report	£35	(£29.17)
• Protection of security deposit (TDS)	£60	(£50.00)
• Obtaining quotations for non-managed	£174	(£145.00)

Additional Management

	Inc. VAT	(Net charge + VAT)
• Vacant management charged quarterly (if applicable)	£504	(£420)
• Additional property visits	£95	(£79.17)
• Works in between tenancies (if applicable)	12%	(10%)
• Works carried out during management over £500	12%	(10%)
• Overseeing works for an Insurance claim	£500	(£416.67)

Additional

No additional charges are added for marketing of properties.

Quotes available upon request such as building contractors, inventory clerks, cleaning companies and key cutting.

Redress Scheme

Featherstone Leigh are a member of: The Property Ombudsman.

Deposit protection scheme

Featherstone Leigh are a member of: The Tenants Deposit Scheme.



Registered Office Holbrook House, 34-38 Hill Rise, Richmond, Surrey TW10 6UA



Our Offices

RESIDENTIAL LETTINGS

Fulham

62 New King's Road, Fulham
London SW6 4LT

t: 020 7384 3012

Battersea

253 Lavender Hill, Battersea
London SW11 1JW

t: 020 7228 2378

Chiswick

Chardin House, Chardin Road
Chiswick, London W4 1RJ

t: 020 8994 6567

East Sheen

361 Upper Richmond Road West
East Sheen, London SW14 8QN

t: 020 8878 9558

Richmond

24 Red Lion Street, Richmond
Surrey TW9 1RW

t: 020 8940 2332

Kew

1 Royal Parade, Station Approach
Kew Gardens, Surrey TW9 3QD

t: 020 8940 7676

Twickenham

48 Heath Road, Twickenham
Middlesex TW1 4BY

t: 020 8744 0755

Teddington

35 High Street, Teddington
Middlesex TW11 8ET

t: 020 8977 8949

Kingston-upon-Thames

179 Clarence Street, Kingston
Surrey KT1 1QT

t: 020 8549 9449

RESIDENTIAL SALES

Fulham

62 New King's Road, Fulham
London SW6 4LT

t: 020 7610 9755

Battersea

253 Lavender Hill
London SW11 1JW

t: 020 7228 2278

Chiswick

Chardin House, Chardin Road
Chiswick, London W4 1RJ

t: 020 8994 6567

East Sheen

361 Upper Richmond Road West
East Sheen, London SW14 8QN

t: 020 8876 4567

Richmond

15 Sheen Road, Richmond
Surrey TW9 1AD

t: 020 8940 1575

Kew

1 Royal Parade, Station Approach
Kew Gardens, Surrey TW9 3QD

t: 020 8940 7676

Twickenham

46 Heath Road, Twickenham
Middlesex TW1 4BY

t: 020 8744 0595

Teddington

35 High Street, Teddington
Middlesex TW11 8ET

t: 020 8977 8118

Kingston-upon-Thames

179 Clarence Street, Kingston
Surrey KT1 1QT

t: 020 8549 9449

HEAD OFFICE

Head Office,

Land and New Homes

Holbrook House, 34 – 38 Hill Rise
Richmond, Surrey TW10 6UA

t: 020 8332 2662

Commercial

Holbrook House, 34 – 38 Hill Rise
Richmond, Surrey TW10 6UA

t: 020 8332 2707

Lettings Accounts

Holbrook House, 34 – 38 Hill Rise
Richmond, Surrey TW10 6UA

t: 020 8948 4044

Property Management

Holbrook House, 34 – 38 Hill Rise
Richmond, Surrey TW10 6UA

t: 020 8332 1952