



# Your Landlord's Guide

## Our Letting Services: Tenant Find Only, Tenancy Management, Tenancy and Property Management.

This service concludes when the tenant has agreed to occupy the property.

### Property Valuation

- **Service:** Conduct an on-site visit to assess the property and provide market insights, advice, and information on letting. BAS fees are due upon commencement of the Tenancy agreement. The inventory check out will be responsibility to the Landlord. One can be arranged by BAS subject to appropriate fees.

### Advertising

**Service:** Promote the property through various channels, including:

- Erecting a "To Let" board.
- Listing your property on our website and other relevant portals.
- **Note:** We may use some of your property images for marketing purposes.

### Personal Information and Additional Services

- **Service:** Use your information for managing this agreement and for marketing, administration, and statistical purposes.
- **Additional Services:** We may offer related services such as estate agency, financial, and conveyancing services, from which we might earn commissions or fees.

### Let us help you find the right Tenant and Negotiate on your behalf.

- Finding and introducing the right tenant
- **Service:** Negotiate the rent and any special terms or pre-tenancy conditions.
- **Legal Note:** Ensure rent levels comply with current legislation to avoid prohibited payments.

### Prospective Tenant Application and Rental Commitment Agreement

We will obtain a rental application document from prospective tenants, which will outline the terms of their application. This document will include details regarding the terms they propose for the tenancy, along with declarations about their financial status, creditworthiness, employment, and adherence to previous rental agreements. This application will be reviewed with you to help you decide whether to proceed based on the information provided and confirmed.

To ensure that prospective tenants are fully committed to their application, they will be required to enter into a **Rental Commitment Agreement** as part of the application process. This agreement obligates the prospective tenants to compensate us, acting as your agent, for the work conducted on your behalf if:

- The information they have provided is found to be false or misleading in a way that reasonably influences your decision to rent the property to them, particularly concerning their employment details, accountant information, affordability, rental history, and credit status;
- References are unsatisfactory because they reveal that the tenant has provided false or misleading information;
- They request significant changes to their application that are not acceptable to you after the offer has been submitted and agreed upon;
- They withdraw their application at any time before the deadline for reaching an agreement;
- You withdraw because the agreement cannot be completed on the agreed-upon date due to their failure to take the necessary steps to finalize the agreement, despite you or your agent having fulfilled all required actions; or
- They fail a Right to Rent check.

If one or more of these events occur and the tenancy does not proceed, the prospective tenants will be liable for a penalty payment equivalent to one week's rent. We will seek to secure this payment from the applicants through commitments obtained from them before the tenancy start date. Where possible, these funds will be recovered from monies already held, with any remaining balance being returned to the applicants on the basis that the Tenancy Agreement cannot proceed.

These funds are due to us as the agent, and we do not guarantee that they will be fully collected from the tenant through our credit control processes. We hold no liability to provide any funds to you following the failure of a tenancy to be finalized with an applicant.

### Refundable Holding Deposit

Current regulations allow a landlord to request a **Refundable Holding Deposit** from a tenant as part of the application process. However, the regulations governing the taking, holding, and repaying of these funds are stringent, with severe penalties for non-compliance. As a result, we do not recommend that a landlord require a Refundable Holding Deposit from a tenant. If you choose to do so, you must ensure that any terms applied to the collection, holding, and repayment of such a deposit comply with current regulations. If a Refundable Holding Deposit is required, the tenant will be referred directly to you, and it will be made clear that any agreement is separate from any agreement with BAS. No Refundable Holding Deposit should be processed through a BAS bank account.

## Correspondence and Guidelines

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- **Contact:** Initial communications through our Lettings Team; post-tenancy start, contact our Lettings Central Support Unit. Please use our email: [hi@basestates.co.uk](mailto:hi@basestates.co.uk) or our main office address 18 Greenacre Windsor, SL4 5 LW.
- **Instructions:** Communicate via e-mail, fax, or written correspondence. Verbal instructions must be confirmed in writing.

## Sole Agency Rights

- **Appointment:** By agreeing to Sole Agency, the landlord appoints us as the exclusive agent for letting the property for a specified period, starting from the date of our instruction. This arrangement continues until terminated by either party with a minimum of 4 weeks' written notice.
- **Fees and Remuneration:** During the Sole Agency period, the landlord is obligated to pay our fees if:
  - Tenant Introduced by Us: A tenancy is executed with a tenant introduced by us during the Sole Agency period.
  - Tenant Negotiated by Us: A tenancy is executed with a tenant with whom we held negotiations during the Sole Agency period.
  - Tenant Introduced by Another Agent: A tenancy is executed with a tenant introduced by another agent during the Sole Agency period.

## Tenancy Deposit Handling

- **Tenant-Find Only Basis:** If we are instructed only for tenant finding:
  - Deposit Protection: The landlord is responsible for ensuring that the tenant is notified of the deposit protection scheme within 30 days of the tenancy start, and within 30 days of any renewal or extension.
  - Documentation: Provide the tenant with the Deposit Protection certificate and the Prescribed Information, along with the relevant information booklet for the deposit protection scheme.
  - Deposit Management: Ensure the deposit is protected for the entire tenancy duration, including any renewals or extensions. The landlord must also ensure the tenant receives notification of this protection.
- **Deposit Holding Responsibility:** This applies whether the landlord holds the deposit directly or if we, as BAS, hold the deposit as a stakeholder

## Rental Management

The Tenancy Management Service is designed to support landlords throughout the entire duration of the tenancy, including any renewals or extensions. This service encompasses all aspects covered under Tenant Finding Only, plus additional ongoing management features.

## Consideration of References

- **Referencing Service:** Includes a comprehensive check involving:
  - **Credit Check:** Assessing the tenant's financial history.
  - **Income Verification:** Confirming the tenant's ability to meet rental payments.
  - **Rental History:** Verifying past rental payments.
  - **References:** Collecting information from:
    - Employers
    - Accountants
    - Solicitors
    - Previous landlords
    - Lenders
    - Personal references
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- **Company Lets:**

For corporate tenancies, we review the company's trading position, recent accounts, and may obtain a trading reference.

**Rent Guarantee Scheme:** If opting for our full Tenancy Management and Property Management services, the Rent Guarantee Scheme may be available as detailed in Section H. Terms and conditions apply.

**Guarantors:** If tenant information is insufficient, a UK-based property owner may be required as a guarantor. The guarantor will be referenced similarly to the tenant and is responsible for a documentation charge. Guarantors are jointly and severally liable for all tenant obligations under the tenancy agreement.

### Legal Procedures

- **Drafting Tenancy Agreement:** We prepare and draft the Tenancy Agreement to ensure all legal requirements are met.
- **Execution and Exchange:** We handle the execution and exchange of tenancy documents.
- **Cleared Funds:** For key release purposes, we only recognize cleared funds as indicated in subsection 5.
- **Compliance:** Adhere to the rules of the Property Redress Scheme and the Tenancy Deposit Scheme. We will agree to any dispute resolution provided by the Property Redress Scheme and indemnify us for any resulting costs.
- **Documentation Fee:** A fee applies for this service as specified in the Lettings Terms of Business.

### Inventory Lists and Condition Assessments

- **Inventory Preparation:** Upon request, we arrange for a professional inventory to be prepared by an independent inventory company. This document details the condition and contents of the property.
- **Check-In and Check-Out:** We manage the check-in and check-out processes to ensure a smooth transition for the tenant and the landlord.

### Receiving Payments:

- This section refers to the general process of receiving funds, which could include rent, deposits, or other payments related to the tenancy.
- Receiving Settlement of the Initial Account
- This likely refers to the receipt of funds necessary to settle any initial account balances, such as advance rent or fees, at the start of the tenancy.

### Receiving and Safeguarding the Tenant's Deposit

- The landlord or agent collects the tenant's deposit and holds it in a stakeholder capacity. This means the deposit is kept in trust and cannot be used by either party without mutual agreement or a legal directive.

### Deposit Release

- The return or disbursement of the deposit will follow standard procedures and the rules of the Tenancy Deposit Scheme, unless there is an alternative agreement in place.

### Note: Cleared Funds

- The term "cleared funds" refers to money that has been deposited into an account and has passed the bank's clearance period, meaning it is confirmed and irreversible.

### Clearance Periods

- Cheques: Funds are considered cleared instantly once payment is confirmed, with confirmation typically occurring 5 working days after the customer payment date.
- Credit Cards: Clearance takes 4 working days.
- Debit Cards: Clearance takes 4 working days.
- BACS Transfers: Clearance takes 3 working days.

### Efficient Accounting

- **Remittance of Funds:** Funds are remitted to the landlord within 3 working days of allocation to the landlord's account, subject to available reserve funds.
- **Statements and Notifications:** Statements of rent received and associated transactions are sent via secure email, with alternative communication methods available upon request.
- **Joint Landlords Communication:** Communication will be directed to one nominated landlord, who is responsible for informing the other landlords.
- **Compliance with Anti-Money Laundering and HMRC Rules:** Remittances will only be made to the landlords named on the tenancy agreement.

## Agreement Renewals, Extensions & Re-Occupancy

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- **Negotiation on Behalf of Landlord:** The service includes reviewing and negotiating the terms of a new, renewed, or extended tenancy, including rent, deposit, special terms, and tenancy duration, with a fee charged for this service.

### Eviction Notice Serving Section 21

- **Section 21 Notice Issuance:** A Section 21 notice must be served to initiate possession proceedings. The notice will be served:
  - 70 days before the tenancy end date if renewal documents are not exchanged.

- If either party indicates they do not wish to renew the tenancy.
- **Legal Constraints and Requirements:**
  - Notices cannot be served in the first 4 months of a new Assured Shorthold Tenancy (AST) per the Deregulation Act 2015.
  - Notices must be enforced within 4 months of the date specified for tenant vacating.
  - Landlords must comply with specific legal obligations (e.g., providing a "How to rent" guide, Gas Safety Certificate, Energy Performance Certificate, deposit protection details, and property license, if applicable) before issuing a Section 21 notice.
  - The Section 21 notice acts as an "insurance policy" to ensure the landlord can regain possession if needed.
- **Protection for Tenants:** The Deregulation Act 2015 protects tenants from eviction if they have made a legitimate complaint about property conditions. If the landlord fails to respond adequately within 14 days, and the tenant has also complained to the local housing authority, a Section 21 notice may be invalid for 6 months following the local authority's action.
- **Relevant Notices:** A relevant notice could be an improvement notice or an emergency remedial action notice under the Housing Act 2004, which addresses Category 1 or 2 hazards—threats to tenant health or safety.

## Safety Checks

- **Arranging Certificates:** The agent will arrange for the necessary safety certificates—Gas Safety, Portable Appliance Testing (PAT), and Electrical Installation Safety Certificates—for each new let and re-let.
- **Landlord's Responsibility:** If the landlord chooses not to have the agent arrange these certificates, they must provide current certificates to the agent.
- **Timing for Replacement Certificates:** A valid replacement certificate must be provided to the agent no later than 48 business hours before the current certificate expires.
- **Agent's Action if No Certificate is Provided:** If the agent does not receive a replacement certificate in time, they will act as an "Agent of Necessity" and arrange for a replacement certificate through their Approved Contractors. If the landlord has provided contact details for a preferred contractor, the agent will attempt to use them, but if they are unavailable, the agent will proceed with their contractors.

## Agent of Necessity

- **Authority to Act:** If the landlord is unavailable, fails to meet their obligations, or cannot be contacted after reasonable attempts, the agent reserves the right to arrange necessary works to ensure the property meets statutory and health and safety requirements.
- **Cost Reimbursement:** The landlord must fully reimburse the agent for any costs incurred while acting as an Agent of Necessity.
- **Emergency Repairs:** In the case of emergency repairs, the agent may not guarantee the use of the landlord's preferred contractors, due to the urgency of the situation.

### Section M: Landlord Responsibilities

**Additional Safety Measures:** The section refers to other landlord responsibilities, such as Legionella risk assessments, and the installation and testing of smoke alarms and carbon monoxide detectors. The agent can arrange these on the landlord's behalf using their approved suppliers.

### Refund Policy

- **No Refunds for Early Termination:** Refunds are not provided if the tenancy ends before the specified end date in the agreement, whether due to early termination by mutual agreement or through a break clause, unless explicitly agreed upon in writing.
- **Fee Credits for Re-Letting:** If the tenancy ends early and the landlord instructs the agent to re-let the property, the original fees that overlap with the new fees will be credited to the landlord's account.
- **Right to Rent Checks (Immigration Act 2014)** Obligation to Check: Landlords, or agents acting on their behalf, must verify that any tenant, lodger, or occupant over the age of 18 is legally allowed to rent residential property in England. This applies to tenancies starting on or after February 1, 2016.

### Required Checks

- **Identify Occupants:** The landlord or agent must determine which adults will be living at the property as their only or main home. By default, it is assumed that the property will be the tenant's main home unless evidence proving otherwise is provided and accepted under the law.
- **Document Verification:**
  - The landlord or agent must view the original documents that confirm the applicant's right to live in the UK.
  - They must check that the documents are genuine, belong to the applicant, and verify them with the applicant physically present.
  - Copies of these documents must be made and retained, along with a record of the date the check was conducted.

### Acceptable Documents

- Categories of Documents:
  - List A – Groups 1 and 2: These include non-time-limited documents, which typically indicate a permanent right to reside in the UK.
  - List B: These are time-limited documents, which indicate a temporary right to reside.
- Document Validity: Documents must be current and valid as of the tenancy start date. Time-limited documents that expire before the tenancy begins are not acceptable.

### Further Checks

- When Required: If a tenant's permission to stay in the UK is time-limited, further checks must be conducted to ensure the tenant still has the right to remain in the UK. This check should be made:



- Within 28 days before the expiration of the tenant's current right to stay, or
  - 12 months after the previous check, whichever is later.
- No Further Check Needed: If a tenant has no time restrictions on their right to stay in the UK (e.g., they have indefinite leave to remain), no further checks are necessary after the initial one.

## Further Checks and Compliance Actions

### If Right to Rent is Lost:

- **Discovery of Loss of Right:** If a further check reveals that the applicant no longer has the right to rent in the UK, the landlord or agent must take specific actions.
- **Failure to Provide Documents:** If the applicant fails to provide the necessary original documents for a further check, or if they claim their documents are with the Home Office due to an ongoing application or appeal, the landlord or agent must request a Right to Rent check from the Landlords Checking Service.
- **Negative Response:** If the Landlords Checking Service returns a "no" response, indicating the applicant no longer has the right to rent, the landlord or agent is required to report this to the Home Office.

### Applicant Fails to Provide Right to Rent Documents

- **Consequences of Non-Compliance:**
  - If an applicant has signed the Tenancy Agreement but fails to provide the necessary documents for the Right to Rent checks before the tenancy start date, the agreement will not be completed. This means the agreement will not come into force unless the landlord expressly agrees otherwise.
  - The agreement will be treated as null and void, effectively cancelling the tenancy.

### Our Appointment

- **Tenancy Management Service:**
  - If the landlord has instructed the agent to manage the tenancy, the agent will carry out all necessary Right to Rent checks on the landlord's behalf.
- **Tenant Finding Only Service:**
  - If the agent is only responsible for finding tenants (not managing the tenancy), they will conduct the Right to Rent checks only if they are also responsible for collecting initial monies or releasing the keys to tenants.
  - Further checks after the tenancy start date will only be conducted if the agent is also providing tenancy management services.
- **Opting Out of Agent Checks:**
  - If the landlord does not want the agent to perform the Right to Rent checks despite previous agreements, they must inform the agent in writing, indicating their intention to carry out the checks themselves.

Please note all related fees are listed in our letting terms and conditions.

## Definitions & Interpretations

### Sole Agency

- **Liability for Fees:** When the agent is the sole agent for letting the property, the landlord is liable to pay the agent's fee, which is calculated as a percentage of the gross rent, plus VAT at the relevant rate.
- **Fee Due Upon Execution of Tenancy Agreement:**
  - **Tenant Introduced by Agent:** If the tenant was introduced directly or indirectly by the agent during the sole agency period.
  - **Tenant Negotiated by Agent:** If the agent held negotiations with the tenant during the sole agency period.
  - **Tenant Introduced by Another Agent:** If another agent introduces a tenant during the sole agency period.
- **Applicable Charges:** Any relevant charges become due when the contracts are executed.

### Multiple Agency

- **Liability for Fees:** When the agent is one of multiple agents instructed to let the property, the landlord is still liable to pay the agent's fee, calculated as a percentage of the gross rent, plus VAT.
- **Fee Due Upon Execution of Tenancy Agreement:**
  - **Tenant Introduced by Agent:** If the tenant was introduced directly or indirectly by the agent during the multiple agency period.
  - **Tenant Negotiated by Agent:** If the agent held negotiations with the tenant during the multiple agency period.
- **Applicable Charges:** Similar to sole agency, any charges become due upon execution of the contracts.

### Service Fees and Costs

- **Bespoke Quotation:** The fees and charges will be tailored based on various factors, including the landlord's requirements, property market conditions, property specifics (type, condition, amenities, etc.), tenant preferences, and the planned letting period.
- **Details of Fees:** A detailed structure of the fees and charges is available either in-branch or via the provided links to the company's website.
- **Tenant Costs:** Prospective tenant costs are also detailed on the company's website.

## Terms of Business

- **Event-Driven Fees:** The agent's fees become payable when a specific event, as outlined in the contract, occurs. These fees are tied to the letting of the property and are independent of any service-related matters, which should be addressed through the complaint procedure.
- **Property Management Service:** This is a service contract that can be terminated by the landlord with three months' written notice, especially when the tenant ends their occupation.



- **Outstanding Fees:** If fees remain unpaid for 28 days after the due date, the agent reserves the right to take legal action to recover the owed sums, including interest on the outstanding balance and any associated legal costs.

### **Rental Agreement Renewal or Extension**

- **Fees on Renewal or Extension:** Each time a tenancy is renewed, extended, or if an option to renew is exercised (regardless of whether the agent negotiates this), the agent's fees and charges will apply as if it were a new let. These fees are due at the start of each renewal or extension period, even if rent has not yet been received

### **Deemed Agreement Renewal or Extension**

- **Periodic Tenancy:** If the tenant stays in the property after the agreed tenancy period without renewing or extending the tenancy agreement, the tenancy will automatically continue as a periodic tenancy. The duration of this periodic tenancy will mirror the original tenancy period.
- **Fees:** The landlord will be charged fees and any other applicable charges as if it were a new tenancy let, even though it is a continuation of the previous agreement.

### **Tenant's Referral of other individuals**

- **New Tenancy Agreement:** If a new tenancy agreement is made between the landlord and any party introduced directly or indirectly by the initial tenant (whom the agent introduced to the landlord), the agent's fees will apply. This applies both during and after the original tenancy.
- **Fees on Renewal or Extension:** The agent's fees will be applicable for any new letting and for each renewal or extension, whether actual or deemed, as if it were a new let.

### **Abortive Costs**

- **Landlord Withdrawal:** If the landlord agrees to the basic terms of a tenancy and instructs the agent to proceed, but then withdraws from the transaction, the landlord will incur an additional charge as specified in the Lettings Terms of Business.
- **Commitment to Transaction:** Once the landlord accepts an offer to let, they are committed to the transaction. If the landlord decides to withdraw, they will be liable for any resulting costs.
- **Multiple Transactions:** If the landlord engages in multiple transactions for the same property, they may breach legislation, and they agree to indemnify the agent against any losses, liabilities, costs, damages, or expenses incurred as a result of progressing multiple transactions.
- **Tenant Reimbursement:** The landlord must authorize or enable the reimbursement of any administration charges incurred by the tenant(s) due to the landlord's withdrawal from the transaction.

### **Cancellation Costs**

- **Cooling-Off Period:** If the landlord signs the contract off-premises and the agent delivers the contract to their office, and the landlord decides to cancel the contract

within the 14-day cooling-off period, the landlord will be charged for any activities carried out up to the date of cancellation.

- **Cost Information:** The specific costs associated with cancellation are available for review at our website [www.basestates.co.uk](http://www.basestates.co.uk). We are also a proud member of Client Money Protection Scheme.

## Property Management

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Under the Property Management Service, the agent will manage the property on behalf of the landlord as long as sufficient funds are available in the landlord's account to cover any costs incurred. The service includes:

- **Safety Certificates:** Arranging Gas Safety, Portable Appliance, and Electrical Installation Safety Certificates as required by law.
- **Cleaning and Garden Maintenance:** Coordinating any necessary cleaning and garden maintenance before or after a tenancy. The costs for these services will be apportioned between the landlord and tenant based on Tenancy Deposit Scheme (TDS) and independent adjudication guidelines.
- **Utility Management:** Liaising with utility companies to arrange the settlement of final accounts at the end of a tenancy.
- **Settlement of Regular Outgoings:** Handling payments for regular outgoings such as Ground Rent, Service Charges, and Maintenance Charges. This service does not cover mortgage payments or insurance premiums.
- **Periodic Inspections:** Conducting periodic inspections of the property and providing a report on its general condition. Inspections are limited to the property as stated in the Tenancy Agreement and do not include common parts of a building, structural elements, or areas normally managed by block managers. These inspections are not comprehensive surveys and are intended only to note obvious defects or disrepair.

### Contingency Fund

- **Purpose:** The landlord must provide a reserve fund to cover emergency repairs and any other payments due to the agent.
- **Minimum Amount:** The minimum reserve is set at £200, though the actual amount may vary based on the property's needs as determined by the Property Manager.
- **Increased Reserve:** If rent is collected upfront for the entire tenancy term, a larger reserve may be required, which will be agreed upon between the landlord and the Property Manager.
- **Check-Out Reserve:** An additional reserve may be raised when it is determined that the tenant will not renew their tenancy, to cover potential costs associated with the check-out process.

### Repairs

- **Out of Hours Repairs:**

- **Emergency Reporting:** Tenants who need to report an emergency repair outside of office hours will be directed to an answering service that provides contact details for emergency contractors.
- **Emergency Contractor Action:** Designated emergency contractors will take minimal action necessary to ensure the safety of the property and tenants and to minimize damage.
- **Notification and Payment:** The landlord will be notified of any emergency repairs, and the costs will be covered from the landlord's reserve fund or incoming rent. If there are insufficient funds, the landlord will need to provide additional funds and agrees to reimburse the agent for any costs incurred on their behalf.

### **Maintenance Contracts:**

- **Landlord's Responsibility:** If the landlord has a maintenance contract (e.g., British Gas Homecare), they must provide full details to both the tenant and the agent.
- **Liability for Call-Outs:** The agent will not be liable for emergency call-out invoices if the landlord fails to provide the tenant with this information. Additionally, if a tenant calls out an emergency contractor without following the provided instructions, the agent will not be responsible for the invoice. The landlord must pay the contractor and may seek reimbursement from the tenant, potentially through their deposit at the end of the tenancy.

### **Reactive Repairs**

When a tenant contacts the agent regarding repairs needed for the property or its contents that belong to the landlord, the agent will handle the repairs under the following conditions:

#### **Cost Thresholds:**

- Up to £200 (incl. VAT): The agent will arrange and carry out repairs without needing to contact the landlord if the cost is within this threshold.
- £200 to £575: If the repair cost is estimated to be above £200 but less than £575, the agent will make a judgment call based on the urgency and nature of the repair. Often, it is more cost-effective to allow the contractor to complete the work while on-site rather than scheduling additional visits.

#### **Reserve Fund Adjustments:**

- The landlord's reserve fund will be adjusted to cover the cost of these repairs. The estimated or quoted cost will be deducted from the next incoming rent.
- If the landlord directly collects rent, or if the rental payments are insufficient or irregular, the agent will request the necessary funds from the landlord before instructing a contractor.
- During the tenancy, additional deductions from rent or requests for funds may be made to replenish the reserve fund if it has been used for repairs or other expenses.

#### **Authorization Requirement:**



- If the landlord wishes to approve repairs before they are carried out, they must provide written instructions to the agent. However, the agent will not be responsible for any delays in fixing issues or any resulting tenant actions due to waiting for authorization.
- **Agent of Necessity:** Repairs that fall under "Agent of Necessity" (as outlined on page 6) will not require prior authorization.

### Non-Reactive Repairs/Planned Maintenance

- **Planned Work:** For planned maintenance, improvements, or non-urgent repairs, the agent can obtain quotes for the required work. A comparison quote can also be obtained if requested.
- **Funding Requirement:** Due to the higher costs generally associated with non-reactive repairs, funds will typically need to be provided by the landlord before any contractors are instructed to proceed with the work.

### Contractors

- **Approval Charges:** The agent charges contractors a fee for approval, which covers the following:
  - **Contingent Public Liability Insurance:** The agent holds a policy to protect against liability if the agent is held responsible for a contractor's actions and the contractor's insurance is not accessible.
  - **Account Management:** The agent incurs costs related to managing the accounts of contractors working across their portfolio of properties. This involves handling accounting issues, such as chasing invoices, reconciling statements, and correcting invoicing errors, which are common due to the volume of orders placed on **behalf of clients**.

### Access and Keys

- **Provision of Keys:** The landlord must provide the agent with three sets of keys for all external locks on the property.
- **Key Cutting:** If the agent is required to arrange for additional keys to be cut, a charge will be applied as outlined in The Lettings Terms of Business.

### Contractors

- **Engagement of Contractors:** All contractors, whether arranged by the agent or the landlord, are engaged on behalf of the landlord. The contract for services is directly between the landlord and the contractor, and the agent (BAS) is not a party to this contract.
- **Landlord-Preferred Contractors:** If the landlord prefers to use specific contractors, they must provide full details and ensure that these contractors are suitably qualified.
  - **In Case of Unavailability:** If the landlord's preferred contractors are unavailable after reasonable efforts by the agent to contact them, or in emergencies, the agent reserves the right to use their own approved contractors.
- **Qualification Requirements:**

- **Electrical Contractors:** Must be NICEIC qualified and authorized to issue certificates under Building Regulations (Electrical Safety in Dwellings) Part P. They will provide an Electrical Installation Safety Certificate.
- **Gas Contractors:** Must be Gas Safe registered and authorized to issue Gas Safety Certificates in accordance with the Gas Safety (Installation and Use) Regulations 1998, including any amendments or replacements.
- **DIY Electrical Work:** The landlord must ensure that any DIY electrical work at the property that is notifiable under Part P is certified by the Local Authority.
- **Responsibility for Contractors:** The agent is not responsible for contractors fulfilling their obligations. If using landlord-preferred contractors, the agent will contact them twice via email. If there is no response, the responsibility for further communication falls to the landlord.
- **Private Arrangements:** The agent is not responsible for any private arrangements between the landlord and their preferred contractors, or for the failure of these contractors to perform the required work.

### Fault Report

- **Emergency Handling:** The agent's offices, or designated emergency contractors, are available year-round to handle emergencies. In such cases, contractors will assess the seriousness of the situation and take necessary actions to protect the property and its occupants, following any pre-agreed instructions from the landlord.

### Property Inventory and Condition Report

- **Requirement for Inventory:** It is mandatory for the Property Management Service and Rent Guarantee Scheme that the landlord provides an independent and professionally prepared Inventory and Schedule of Condition.
- **Role in Tenancy Deposit Scheme (TDS):** An independent inventory and schedule are necessary for the Tenancy Deposit Scheme (TDS) to make accurate adjudications in case of disputes. Without such documentation, the landlord may not be able to prove that any damages to the property are the tenant's responsibility. The agent can arrange for the inventory on the landlord's behalf if needed.

### Appliances

- **Pre-Tenancy Checks:** All appliances, including central heating systems, burglar alarms, and smoke/heat alarms, must be checked and serviced before the tenant moves into the property.
- **Maintenance Contracts:** Whenever possible, maintenance contracts should be taken out for these appliances. If you are using the Property Management Service, these contracts should be provided to the Property Management department; otherwise, they should be given directly to the tenant.
- **Manuals and Guarantee Cards:** Operating manuals and guarantee cards for all appliances must be made available in the property for the tenant's use.

### Deposit Release





- **Deposit Handling:** Tenant deposits are held as Stakeholder and will be disbursed according to the standard procedures of the agent and the Tenancy Deposit Scheme (TDS). Further details on this process can be found in Section D.

### End of Property Management Service

- **Termination of Service:** The Property Management Service will automatically end at the conclusion of the tenancy. For additional services post-tenancy, refer to page 22 “Vacant Property Services.”
- **Notice Period:** During the tenancy, either the landlord or the agent can terminate the Property Management Service by providing three months’ written notice.
- **Post-Termination Fees:** If the landlord terminates the Property Management Service, an additional fee of 2.4% (including VAT) of all rent due from the tenant for the original term and any extensions will be due in respect of the Tenancy Management Service from the date of termination.

### Insurance Claims

- **Administration of Claims:** The agent can be instructed by the landlord to handle the administration, negotiation, or settlement of insurance claims. However, there will be a charge for this service as outlined in the Lettings Terms of Business.
- **Legal Limitation:** The agent is legally prohibited from assisting in the actual performance of an insurance contract. This means the agent cannot notify the insurer of a claim or manage the claim process on behalf of the landlord.

### Correspondence and Instructions

- **Primary Communication Method:** While acting as the Managing Agent, communications will primarily be conducted via email.
- **Verbal Instructions:** While written instructions are usually required, in urgent situations where quick action is necessary to prevent damage to the property or address an urgent request, verbal instructions may be accepted after discussion with the landlord.
- **Agent of Necessity:** In rare cases where immediate action is needed, the agent may act as an Agent of Necessity without prior written or verbal authorization from the landlord.

### Property Management Fees

- **Calculation of Fees:** Fees for the Property Management Service are calculated as a percentage of the Gross Rent plus VAT at the prevailing rate. These fees are due on the rent payment dates specified in the Tenancy Agreement and are payable even if the rent is not paid.
- **Renewals and Extensions:** Every time the tenancy is renewed or extended beyond the initial period, or if an option to renew is exercised, the Property Management fee will continue to be charged at the same rate for the new period(s).

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### Short Let Tenancy Agreement



- **Expectations:** Short let tenants have different expectations compared to long-term tenants. They expect the property to be fully furnished and equipped to a high standard, including items like crockery, towels, linen, and pillows.
- **Pre-Viewing Tenancy Agreements:** It's common for a Tenancy Agreement to be signed before the tenant has viewed the property.
- **Maintenance:** Due to the short duration of the tenancy, tenants will expect any maintenance issues to be addressed promptly.
- **Landlord's Responsibilities:** The landlord is typically responsible for all outgoings associated with the property, except for telecommunication costs. However, voice and internet services must be available from the start of the tenancy.
- **Tenancy Agreement Type:** Since the property will not be the tenant's primary residence, the appropriate tenancy agreement is a Contract, not an Assured Shorthold Tenancy (AST).
- **Deposit:** The deposit is usually equal to four weeks' rent, rather than the standard five weeks' rent.

### Possession Orders

- **Non-Vacating Tenants:** If a tenant does not vacate the property at the end of the tenancy term, the landlord will need to obtain a court order to regain possession of the property. The landlord should seek independent legal advice in such situations.

### Service Limitations

- **Periodic Inspections:** Due to the short-term nature of the tenancy, periodic inspections will not be conducted.

## 2. Deposit Guidelines

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### Deposit Amount and Interest

- **Deposit Amount:** A deposit equivalent to 5 weeks' rent (or 6 weeks' rent if the annual rent is £50,000 or more) is held for the duration of the tenancy. This deposit is intended to cover any costs associated with the tenant's failure to meet the terms of the Tenancy Agreement.
- **Interest on Deposit:** If instructed by the landlord, the agent (BAS) will hold the deposit under the terms of the Tenancy Deposit Scheme for Assured Shorthold Tenancies. Any interest accrued on the deposit is retained by the landlord's agent.

### The Tenancy Deposit

- **Membership:** BAS Real Estates Ltd is a member of the Tenancy Deposit Scheme (TDS), which is administered by The Dispute Service Ltd.
- **Contact Information:**
  - **Address:** PO Box 1255, Hemel Hempstead, Herts, HP1 9GN



- **Phone:** 0300 037 1000
- **Email:** [deposits@tds.gb.com](mailto:deposits@tds.gb.com)
- **Website:** [www.tenancydepositscheme.com](http://www.tenancydepositscheme.com)
- **Key Terms:**
  - **TDS:** Tenancy Deposit Scheme
  - **ICE:** Independent Case Examiner of The Dispute Service Ltd.
  - **Agent:** A person authorized to act on behalf of the landlord.
  - **Member:** The landlord's agent who is also a member of the TDS.
  - **Stakeholder:** The party holding the tenancy deposit must obtain the agreement of both the landlord and tenant before making any deductions.

### Deposit Custody Procedures

- **Stakeholder Role:** The agency holds tenancy deposits as a stakeholder, ensuring that any deductions are made in line with the standard procedures and the TDS requirements.
- **End of Tenancy Process:** At the end of the tenancy, the agency will arrange a check-out, during which an independent inventory company will produce an Inventory/Schedule of Condition/Check-out Report. This report is then provided to the Property Management department. The landlord bears the cost of this service.

### End of Tenancy Agreement for TDS-covered Tenancies

- **No Dispute:** If there is no dispute between the landlord and tenant, any agreed deductions will be kept by the agent to cover expenditures on behalf of the landlord. The remaining deposit, or the full deposit if no deductions are made, will be returned to the tenant as per the Tenancy Agreement.
- **Timeline for Payment:** Payment of the deposit will be made within 10 calendar days of receiving written consent from both the landlord and tenant.

### End of Tenancy Process with Dispute

- **Dispute Resolution:**
  - **Tenant's Action:** If a dispute arises and the tenant has not received the deposit within 10 calendar days of requesting its return, the tenant may apply to the Tenancy Deposit Scheme (TDS) for adjudication.
  - **Landlord's Action:** The landlord can also refer a dispute to the TDS.
  - **Legal Rights:** The statutory rights of either the landlord or tenant to take legal action against the other party remain unaffected.
  - **Court vs. TDS:** It is not mandatory to refer disputes to the TDS. Either party may choose to seek a court decision, which could be more time-consuming and costly. Judges may refer disputes back to the TDS for adjudication as per the Tenancy Agreement terms.
  - **Acceptance of TDS Decision:** If both parties agree to resolve the dispute through the TDS, they must accept the TDS decision as final and binding.
  - **Deposit Remittance:** In case of a dispute, we must remit the full deposit, minus any agreed deductions, to The Dispute Service Ltd within 10 calendar days of being notified of the dispute by the TDS. This requirement stands regardless of whether the landlord or tenant wants to contest it.



- **Failure to Comply:** Non-compliance with this remittance requirement will not delay the adjudication. The TDS will take appropriate actions to recover the deposit and discipline BAS if necessary.
- **Cooperation:** We must cooperate with the TDS during the adjudication process and follow their recommendations regarding dispute resolution methods.

### Failure to Provide us with the right Information

- **Landlord's Warranty:** The landlord warrants that all information provided to BAS is accurate to the best of their knowledge. If incorrect information provided by the landlord causes us to suffer loss or results in legal proceedings, the landlord agrees to reimburse BAS for all related losses.
- **No Charge for Dispute Resolution:** BAS does not charge landlords or tenants for access to the TDS dispute resolution facility. There are no costs for the actual adjudication process unless BAS is required to provide information following a tenant's notification and considers the landlord's claim to be uncommercial or frivolous.
- **Disputes Over £5,000:**
  - **Arbitration:** For disputes over £5,000, both landlord and tenant agree to submit the dispute to formal arbitration through an arbitrator appointed by the Independent Case Examiner (ICE), unless both parties consent to TDS adjudication.
  - **Administration Fee:** The appointment of an arbitrator incurs an administration fee, shared equally between landlord and tenant. The arbitrator's award will determine liability for any subsequent costs.

### Other Deposit Protection Schemes

- **Tenancy Deposit Scheme (TDS):**
  - If the landlord opts to hold the deposit for an Assured Shorthold Tenancy under the TDS rules and BAS collects the deposit, we will forward it to the landlord within 5 working days of receiving a Registration Certificate from Tenancy Deposit Solutions. If the certificate is not received within 30 days of deposit receipt, BAS will register the deposit with the TDS as described above.
- **Deposit Protection Service (DPS):**
  - If the landlord opts to hold the deposit under the rules of the DPS (a custodial scheme) and BAS collects the deposit, we will forward it to the DPS within 5 working days of receiving the appropriate registration details. If these details are not received within 30 days, BAS will register the deposit with the TDS, and the applicable TDS charge will be applied per our Terms of Business.
- **Additional Information on Deposit Management**
- **Handling Deposits with DPS Custodial Scheme:**
  - **Unsuccessful Allocation:**
    - If BAS submits the deposit to the Deposit Protection Service (DPS) Custodial scheme as per the account details provided by the landlord,

and the DPS returns the funds to us due to unsuccessful allocation, BAS will re-register the deposit with the Tenancy Deposit Scheme (TDS). The applicable charge will be applied as per our Terms of Business.

- **Re-Submission to DPS:**
  - Should we receive instructions from the landlord to re-submit the deposit to the DPS, we will facilitate this. However, if a second rejection by the DPS occurs, the deposit will remain registered with the TDS for the remainder of the tenancy, and the TDS charges will apply.

## • Landlord Responsibilities with Tenant-Find Only Basis:

### Notification to Tenant:

- For landlords using our Tenant-Find Only service, it is their responsibility to notify the tenant of the deposit protection scheme within 30 days from the start of the tenancy and within 30 days of each renewal or extension of the fixed term. This includes providing the tenant with:
  - The Deposit Protection certificate (where applicable).
  - The Prescribed Information.
  - The information booklet for the relevant deposit protection scheme.

- **Deposit Protection and Re-Protection:**

- The landlord must ensure the deposit is protected throughout the tenancy, including re-protection for renewals and extensions of the original term, and that the tenant is notified of this protection.

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- **Consequences of Non-Compliance:**

## Legal Action and Court Orders:

- If the landlord fails to protect the deposit initially, the tenant may take legal action against the landlord in the County Court. The court can:
  - Order the landlord to repay the deposit to the tenant or lodge it with the custodial scheme (Deposit Protection Scheme).
  - Impose additional orders requiring the landlord to pay compensation to the tenant amounting to three times the deposit.

- **Section 21 Notice and Possession Orders:**

- The landlord cannot serve a Section 21 Notice to seek possession of the property until they have complied with the deposit protection requirements.
  - The court will not grant a possession order to the landlord until compliance is achieved.

- **Agent's Liability:**

- **No Liability for Non-Compliance:**



- BAS is not liable for any loss suffered if the landlord fails to comply with deposit protection regulations.
- **Non-Assured Shorthold Tenancies (ASTs):**
  - **Contractual Disputes:**
    - For non-Assured Shorthold Tenancies, the relationship between the landlord and tenant is governed by the terms of the contract. Any disputes would be resolved by the courts or an agreed adjudicator, rather than through deposit protection schemes.

## Deposit Disbursal Procedures For Properties Not Managed by BAS

### Initial Steps:

- **Check-out Report:**
  - If available, BAS will send a copy of the Check-out report to both the Landlord and the Tenant. This report will include details of any dilapidations and suggest costs for remediation.
- **Discussion and Agreement:**
  - Both parties are encouraged to discuss any issues and reach an agreement regarding dilapidation costs.

### Agreement and Disbursal:

- **Written Confirmation:**
  - Once the Landlord and Tenant reach an agreement, written confirmation from both parties must be received by BAS before arranging for the deposit to be released.
- **Disbursal:**
  - Upon receipt of the agreement, BAS will facilitate the disbursal of the deposit.

### Dispute Resolution:

- **Failure to Agree:**
  - If the Landlord and Tenant cannot agree on the disbursal of the deposit, either party can refer the dispute to the Tenancy Deposit Scheme (TDS) within 3 months of the tenancy ending.
  - **Tenant's Referral:**
    - The Tenant may refer the dispute to the TDS 10 calendar days after requesting the return of the deposit.
- **Court or Adjudicator:**
  - If the TDS or the parties wish to refer the case to court or another external adjudicator, they must inform BAS in writing.
  - Details and application forms for the TDS are available at [Tenancy Deposit Scheme Website](#).

## For Properties Managed by BAS

### Initial Steps:

- **Check-out Report:**
  - BAS will send a copy of the Check-out report to both the Landlord and the Tenant, requesting written comments on any dilapidations and costs included in the report.
- **Comments and Observations:**
  - Comments received from both parties will be shared with each other.

### Agreement and Disbursal:

- **No Issues:**
  - If both parties agree on the comments and findings, BAS will disburse the deposit according to the Check-out Report.
- **Discrepancies:**
  - If there are discrepancies between the Landlord's and Tenant's comments, BAS will request further observations from both parties. If agreement is reached, the deposit will be dispersed accordingly.

### Dispute Resolution:

- **TDS Process:**
  - If the Landlord and Tenant fail to agree after receiving the Check-out report, either party can independently refer the dispute to the TDS for resolution within 3 months of the tenancy ending.
  - **Tenant's Referral:**
    - The Tenant may make a referral to the TDS 10 calendar days after requesting the deposit's return.
- **Non-TDS Deposits:**
  - **Professional Judgment:**
    - If the parties cannot agree, BAS may, as Stakeholder, make a professional judgment on the settlement based on the facts. This proposal will be sent to both parties.
  - **Settlement or Adjudication:**
    - If both parties agree to the settlement, the deposit will be disbursed accordingly. If not, either party can refer the matter to the TDS for adjudication.

### **Outstanding Fees to BAS** – Possible Deductions from Deposit:

- **Landlord's Owed Monies:**
  - Any amounts owed to BAS by the Landlord will be deducted from the deposit amount due to the Landlord.
- **Tenant's Owed Monies:**
  - Any amounts owed to BAS by the Tenant or unpaid costs to third parties incurred on the Tenant's behalf will be deducted from the deposit amount due to the Tenant or from deposit monies being paid to the Landlord.



### **Disbursement of Deposit Monies**

- **Tenant's Agreement or Adjudication:**
  - Deposit monies can only be used by the Landlord for works, purchasing missing items, or compensation after obtaining the tenant's agreement, an adjudication, or a court order.
- **Advance Funds:**
  - Landlords must make funds available before placing orders for works or replacement items as detailed in the Check-out report or required as a result of the tenant's occupation.

## **3. Vacant Property Services**

### **General**

Our Vacant Property Services are designed to ensure the property remains in good condition regardless of the Property Owner's location. These services are available for properties that are:

- **Vacant Prior to Letting**
- **Between Tenancies**
- **Following Tenancies**
- **Empty for Any Period of Time**

There are two types of Vacant Property Services provided:

- **Vacant Property Management**
- **Vacant Property Visits**

The provision of these services will be arranged only after receiving formal written instructions from the Landlord. The Landlord must also provide sufficient funds to cover any invoices from contractors, utility providers, and our charges.

### **Vacant Property Management**

- **Winter Weather Protection:**
  - We will arrange for the heating system to be switched on during winter months. However, we cannot guarantee the effectiveness of the heating system.
  - Alternatively, we can arrange for the heating system to be drained to prevent damage from freezing.
- **Garden Maintenance:**
  - Regular garden maintenance can be arranged. The Landlord must provide specific written requirements (e.g., cut grass, weed borders, avoid touching shrubs/trees).



- **Utility Charges:**
  - Utility invoices can be sent to us for processing and settlement from funds provided by the Landlord.
  - Note that this does not include mortgage and insurance premium payments.

### Vacant Property Visits

- **Service Details:**
  - Visits to the property will include clearing post, marketing materials, newspapers, and other items.
  - The frequency of these visits will be determined by the client, who must provide a schedule of required visits in advance.
- **Reporting:**
  - A short report will be produced after each visit and e-mailed to the Landlord.
- **Insurance Considerations:**
  - Most household insurance policies require the property to be visited at least once a fortnight.
  - The insurance company should be informed if the property is to be vacant for more than 21 consecutive days.

Any tasks additional to those outlined above will incur additional charges. We reserve the right to increase these charges and will give the Landlord one month's written notice if we intend to do so.

## 4. Refurbishment Service

Maintaining or enhancing a property's capital and rental value often requires refurbishment works, whether major or minor. Our flexible Refurbishment Service is designed to meet these needs effectively, leveraging our extensive experience to provide cost-effective solutions. Below are the details of the services we offer:

### Refurbishment Advice

- **Service:** Identifying and recommending suitable local tradespeople.
- **Purpose:** Arrange for the provision of necessary goods and services to enhance or maintain the property.

### Tasks Outside of Our Scope

Charges will apply in the following situations:

- **Property Management Tasks for Non-Managed Properties:** If we are requested to handle property management tasks such as organizing cleaning, gardening, key cutting, or similar services for properties that are not under our management.





- **Legal and Tribunal Assistance:** If we are required to provide information for a court case, prepare a witness statement, attend court appearances, assist with fair rent assessments, or participate in other tribunals.
- **Post-Tenancy Assistance or Information:** If we are asked to provide assistance or information after the end of a tenancy.

### Sourcing

- **Service:** Identifying and arranging the purchase of furnishings, furniture, goods, and equipment.
- **Purpose:** Ensure that the property is equipped with high-quality items that contribute to its rental and capital value.

### Refurbishment Service

- **Service:** Coordinating resources and tradespeople to complete a detailed specification of works and provision of goods.
- **Purpose:** Fulfil a detailed refurbishment contract efficiently and effectively.

### Significant Repairs

- **Service:** Overseeing works where the total invoices amount to more than £1,200 (including VAT).
- **Purpose:** Ensure that significant repairs are completed to a high standard.

### Fees for the Refurbishment Service

- **Calculation:** Our fees are 12% including VAT (10% plus VAT) of the total value of invoices raised to the client by suppliers or trades companies.
- **Purpose:** Charges apply to works undertaken or goods provided where BAS was instrumental in the introduction between the client and the supplier. VAT is also applicable to our fees at the prevailing rate.

### Minimum Charges for the Refurbishment Service

- **Initial Fee:** £60 plus VAT becomes due upon receipt of instructions.
- **Property Visit Fee:** £120 plus VAT if a property visit occurs and a subsequent cancellation takes place.

### Direct Landlord Instructions to Contractors

- **Service:** If a Landlord directly instructs a contractor introduced by BAS, our standard fees for Property Refurbishment / Goods Supply will immediately apply.
- **Calculation:** Fees are based on the value of the works being ordered or goods supplied.

### Outstanding Fees

- **Responsibility for Fees:** The Landlord is responsible for paying our fees for the duration of the Tenancy.

- **Late Payment Interest:** If fees are not paid within fourteen days of the invoice date, we reserve the right to charge interest at a rate of 3% above the National Westminster Bank base rate. This interest will be calculated from the fifteenth day after the invoice date until the fees are fully paid.

### Sale of the Let Property

If the Landlord decides to sell the property to the tenant, BAS is pleased to offer services as the selling agent to help achieve the best price and meet any other requirements.

- **Fee Structure:** Our fees for handling the sale will be at half of our standard rate. Detailed information about these fees, terms, and conditions is available from our local branch.
- **Additional Resources:** You can find more details and a helpful Seller Guide on our website.

### Outstanding Fees

- **Responsibility for Fees:** The Landlord is responsible for paying our fees for the duration of the Tenancy.
- **Late Payment Interest:** If fees are not paid within fourteen days of the invoice date, we reserve the right to charge interest at a rate of 3% above the National Westminster Bank base rate. This interest will be calculated from the fifteenth day after the invoice date until the fees are fully paid.

## **Understanding Landlord Responsibilities**

### The Property

- **Ownership and Authority:**
  - The landlord confirms they are the legal owner of the property (freehold or leasehold) and are authorized to sign relevant documents.
- **Leasehold Properties:**
  - **Tenancy Permission:** The proposed tenancy must comply with the terms of the superior lease.
  - **Lease Termination:** The tenancy must end before the superior lease expires.
  - **Consent:** Written consent from the superior landlord must be obtained if necessary.
  - **Disclosure:** Any onerous or special terms of the lease relevant to the letting must be disclosed.
  - **Lease Copies:** The landlord must provide copies of the superior lease, which should be made available to the tenant.

### Mortgages

- **Mortgage Permission:**
  - If the property has a mortgage granted before the tenancy starts, the landlord must have obtained permission from the mortgagee to let the property.

## Material Information

To facilitate a smooth process for potential tenants and avoid any surprises, we require you to complete a Fact Find. This Fact Find provides essential Material Information that tenants need to make an informed decision about your property.

- **Disclosure:** Full disclosure helps ensure the transaction proceeds at the required pace and prevents disappointments. We will agree on when to make this information available, but it must be provided no later than when a potential tenant is identified, and we confirm the offer details of a prospective let.

## The Inventory & Schedule of Condition

- **Professional Inventory:** A professional, independent inventory company will compile an inventory of household and garden effects, including comments on their condition. The cost of this inventory will be at the Landlord's expense and varies depending on the size and content of the property.
- **Liability:** We cannot accept liability for any errors or omissions made by the Inventory Company. As the Landlord, you will be responsible for both the Check-in and Check-out charges.

## Attic Space and Other Storage Areas Around the Property

- **Tenant Access:** Unless specified otherwise in the tenancy agreement, tenants will have the right to use the entire property during the tenancy term. We advise landlords to remove valuable items or those that tenants should not use from the property.
- **Items in Storage:** If you choose to leave items "in storage" at the property, ensure they are insured, listed, and their condition is documented with photographs. Note that insurance covering theft by the tenant is generally unavailable.
- **Inventory Exclusions:** Inventory Clerks will not include stored items in the Inventory and Schedule of Condition and will not enter roof voids.
- **Access Issues:** Avoid locking storage areas, as access might be needed for emergencies involving pipes, tanks, or electrical installations. BAS's services do not include holding keys to locked storage areas.
- **Responsibility:** BAS accepts no responsibility for items left in storage at the property, whether or not we are notified of their presence.
- **Legal Obligations:** Familiarize yourself with local, state, and federal laws regarding rental properties. This includes fair housing regulations, tenant rights, eviction processes, and maintenance obligations.
- **Lease Agreement:** Draft a clear, detailed lease agreement that covers rent amount, payment due dates, security deposit terms, maintenance responsibilities, and other important terms.

## Preparing the Property Safety and Compliance:

### Legionella Risk Assessment

- **Requirement:** A risk assessment must be conducted for hot and cold-water systems to control Legionella risks before each tenancy.
- **Cost:**
  - **£66.00 incl. VAT** if combined with a gas and/or electrical safety test.
  - **£90.00 incl. VAT** for a standalone assessment.
  - **£18.00 incl. VAT** per additional bathroom.
- **Follow-Up:** If the assessment identifies necessary improvements, they must be completed before the tenancy begins. You can arrange this through an approved contractor. For further details, refer to the [Health and Safety Executive \(HSE\) guidelines](#).

### Smoke Alarms

- **Requirement:** Smoke alarms must be installed on each floor and tested on the first day of each tenancy.
- **Cost:**
  - **£54.00 incl. VAT** to supply one alarm if done with a gas and/or electrical safety test.
  - **£105.60 incl. VAT** to supply one alarm as a standalone service.
  - **£48.00 incl. VAT** per additional alarm.
  - **£48.00 incl. VAT** for testing an alarm.
- **Routine Check:** If Gas-Elec performs a gas and/or electrical safety check, they will test battery-operated smoke alarms free of charge.

### Carbon Monoxide Detectors

- **Legal Requirement:** Carbon monoxide detectors must be installed in every room used as living accommodation that contains a fixed combustion appliance (e.g., gas boilers, gas fires). Rooms with only a gas cooker are excluded. Detectors must be tested on the first day of each tenancy.
- **Cost:**
  - **£60.30 incl. VAT** to supply one detector if done with a gas and/or electrical safety test.
  - **£110.60 incl. VAT** to supply one detector as a standalone visit.
  - **£51.00 incl. VAT** per additional detector.
  - **£51.00 incl. VAT** to attend and test the detector.
- **Routine Check:** If Gas-Elec performs a gas and/or electrical safety check, they will test battery-operated CO detectors free of charge.

### Electrical Safety Requirements

- **Legal Requirement:** A valid Electrical Installation Condition Report (EICR) must be in place before the start of each tenancy. As of 30th April 2021, this requirement applies to all tenanted properties and must be renewed at least every 5 years.
- **Inspection Process:** Conducted by a qualified and competent person, the EICR involves two stages:
  - **Visual Inspection:** Assessing visible components for defects or damage.
  - **Technical Testing:** Testing the electrical system for safety and compliance.

### Inspection Details



- **Electrical Contractor Responsibilities:**
  - Verify the age and condition of the electrical installation.
  - Check for any alterations to the system.
  - Review the extent of the installation.
  - Identify limitations to the inspection, such as areas with no access or appliances that cannot be switched off.
- **Visual Inspection Checklist:**
  - Look for broken or damaged accessories.
  - Check for signs of scorching or overheating.
  - Ensure there is proper bonding.
  - Identify other obvious defects.
- **Grading Defects:**
  - **Code 1: Very Serious** - Immediate danger. Requires urgent attention. A warning notice will be issued, and repairs must be completed before the tenancy starts.
  - **Code 2: Quite Serious** - Requires improvement. Multiple Code 2 issues could escalate to Code 1. Repairs must be made within 28 days.
  - **Code 3: Access Limitations or Recommendations** - Item could not be fully examined. Improvements recommended and must be addressed within 28 days.

## Property Condition and Responsibilities

### Initial Condition:

- **Clean and Tidy:** The property must be in a clean and tidy state and meet letting standards at the start of the tenancy.

### Ongoing Maintenance:

- **Good Order:** The landlord is responsible for maintaining the property in good condition throughout the tenancy.
- **Legal Requirements:**
  - **Fit for Human Habitation:** The landlord must ensure the property is fit for human habitation before the tenancy starts and continue to maintain this standard throughout the tenancy.
- **Liability and Indemnity:**
  - **Defective Premises Act 1972:** The landlord accepts responsibility for any liability under this Act concerning the property and agrees to indemnify the letting agency for any related claims.
- **Failure to Meet Obligations:**
  - **Instructing Contractors:** If the landlord fails to meet these obligations, the agency reserves the right to instruct contractors to address issues.
  - **Cost Deduction:** Costs incurred, including administration charges, may be deducted from the rent received.

## Insurance

- **Buildings and Contents Insurance:**



- The landlord is responsible for arranging buildings insurance and insurance for their fixtures and contents.
- **Notification:** The landlord must inform the insurance company that the property is being let. Failure to do so may result in liability issues that the agency cannot cover.
- **Coverage:** Ensure the insurance policy includes third-party, public liability, and defective premises risks. The agency cannot accept liability for any deficiencies in insurance coverage.
- **Policy Copies:** The landlord must provide copies of insurance policies, which should be made available to the tenant.

## Utilities

- **Outstanding Bills:**
  - The landlord is responsible for paying all outstanding utility bills and council tax up to the start of the tenancy.
  - **Ongoing Charges:** The landlord must also cover ground rent, service charges, and maintenance charges throughout the tenancy.

## Periodic Tenancies

- **Definition:** A periodic tenancy occurs if rent payments continue after the fixed term of a tenancy ends without a new agreement or formal renewal.
- **Ending a Periodic Tenancy:**
  - **Landlord's Notice:** To end a periodic tenancy, the landlord must serve a Section 21(4) notice with at least two months' notice for a monthly rental tenancy.
  - **Notice Periods:**
    - **Monthly:** Two months' notice.
    - **Quarterly:** Three months' notice, with a minimum of two months' notice.
    - **Annually:** One year's notice, with a minimum of two months' notice.
    - **Three Years:** Three years' notice, with a minimum of two months' notice.
  - **Tenant's Notice:** Tenants are required to give only one month's notice unless the tenancy agreement specifies a longer notice period.
  - **Recommendation:** It's advised to renew the tenancy with a new agreement rather than allowing it to continue on a periodic basis.

## Notices Under Tenancy Agreements Drawn Up by Others

- **Serving Notices:**
  - If the agency did not draft the tenancy agreement, they will not automatically serve notices to protect the landlord's right to possession unless instructed to do so.

- **Responsibility:** The agency will not remind landlords about serving appropriate notices, so it is the landlord's responsibility to ensure notices are served as required.

### Agreement to Pay Costs

- **Reimbursement:**
  - The landlord agrees to cover any reasonable costs incurred by the agency on their behalf that are not covered elsewhere in the agreement.
  - **Liability for Losses:** The landlord must reimburse the agency for any losses resulting from acts, omissions, or incorrect information provided by the landlord or their representatives.

## 5. General Tax Issues

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**Disclaimer:** This guide provides general information and should not be considered tax advice. For specific tax-related guidance, consult a qualified tax advisor for further information.

### Income Tax

- **Taxation of Rental Income:**
  - Any profit from renting out the property is subject to tax in the UK, regardless of whether the landlord is a UK resident.
  - **Non-Resident Landlords:** For landlords who are non-resident in the UK, the Inland Revenue's "Non-Resident Landlords Scheme" requires BAS to deduct tax at the basic rate from net rents received.

#### Tax on UK Lettings Income:

- **Applicability:** Tax is due on rental income from UK properties for both resident and non-resident landlords.
- **Deductions:** Tax is payable on the net rental income, which is the gross rents received minus allowable costs. Landlords may benefit from appointing a tax accountant to ensure all applicable deductions and allowances are claimed to minimize tax liabilities.

#### Allowable Deductions:

Here are examples of costs that may be allowable for deduction when calculating taxable rental profit:

- **Mortgage Loan Interest:** Interest paid on loans used to finance the rental property.
- **Agents' Letting and Management Fees:** Fees paid to property agents for letting and managing the property.
- **Repairs and Maintenance:** Costs associated with repairing and maintaining the property.



- **Buildings Insurance:** Includes insurance for buildings, contents, and landlord protection.
- **Accountancy and Legal Fees:** Fees for professional services related to the property.
- **Gas Safety Certificates:** Costs for obtaining safety certificates.
- **Inventory Checks:** Costs for inventory checks at the start and end of the tenancy.
- **Gardening and Cleaning Services:** Costs for services provided as part of the tenancy.

### HM Revenue and Customs Non-Resident Landlords Scheme:

- **Definition of Non-Resident Landlords:**
  - **Individuals:** Those with rental income whose ‘usual place of abode’ is outside the UK. This includes anyone who has been out of the UK for more than 6 months, even if the local tax office still considers them a UK resident.
  - **Companies:** Companies registered outside the UK.
  - **HM Armed Forces and Crown Servants:** Includes diplomats and other Crown servants who receive UK rental income while residing outside the UK.
- **Tax Deduction Requirement:**
  - **Legal Obligation:** We are required to deduct tax on rents paid to non-resident landlords unless an Approval Notice from HM Revenue and Customs (HMRC) allows us to remit rents on a gross basis.
  - **Tax Rate:** If tax is deducted, it is at the basic rate, and only property management costs paid through the client account can be offset.

To avoid us having tax deducted from rental income, you need to meet the following criteria:

### If You Hold an Approval Notice:

- **Transfer Notice:** Contact HM Revenue and Customs (HMRC) to request that your approval notice be re-issued to BAS Real Estates. This is necessary because tax will be deducted until HMRC provides the updated notice directly to us.
- **Quick Transfer:** The fastest way to handle this is to call the NRL tax office at 0151 472 6208.
- **Photocopies:** HMRC will not accept photocopies of approval notices issued to other agents.

### If You Do Not Hold an Approval Notice:

- **Apply for Notice:** Apply for an approval notice as soon as possible. Approval, if granted, usually starts from the beginning of the quarter (e.g., 1st July, 1st September) in which you apply. Therefore, applying early is beneficial.
- **Application Form:** Complete and submit form NRL1 to apply. This form is available on the HMRC website: [NRL1 Form](#).
- **Direct Handling:** Note that we cannot handle this application on your behalf. HMRC will only process applications from the taxpayer or their authorized tax advisor.

### Joint Ownership:





- **Separate Applications:** If a property is jointly owned and both owners reside outside the UK, both owners must apply separately for an approval notice to receive rental income without tax deductions.

## 6. Money Laundering Regulations

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Under the European Parliament Money Laundering Directive and the UK Government's Money Laundering Regulations 2007, we require proof of identity for all property instructions. You must provide:

- **Primary Identification:**
  - Full Valid Passport
  - Valid HM Forces ID Card
  - Driving Licence (with photo ID)
- **Secondary Identification:** One of the following, which must include your address and be less than three months old:
  - Original utility bill
  - Original council tax bill for the current tax year
  - Original mortgage statement for the year just ended
  - Firearm or shotgun certificate
  - Original current account bank statement
  - Original credit card statement (MasterCard, Visa, or American Express) along with a copy of both sides of the card

### Policy on Accounting for Rent:

- **General Policy:** We only account to landlords for rent received. In exceptional cases, written approval from our Money Laundering Reporting Officer is required for any deviations from this policy.

### Further Information:

- For more details on Money Laundering Regulations, visit the UK Government's website: [Money Laundering Regulations 2017](#).

### Landlord Guide to Local Housing Allowance (LHA)

Local Housing Allowance (LHA) is a system introduced by the government in April 2008, changing the way housing benefit is calculated and paid to tenants renting from private landlords. Here's a detailed guide to understanding how LHA works:

### Calculation of LHA



- **LHA Rate Determination:** The LHA rate is based on:
  - The **median rental rates** charged by private landlords for properties of a similar size within a specified area known as the 'Broad Market Rental Area' (BMRA).
  - The **size of the tenant's household**, which determines the number of bedrooms they are entitled to.
- **Means-Tested Benefit:** Housing benefit is means-tested, meaning it can be reduced depending on the tenant's other income and savings.

### Payment of LHA

- **Tenancy Agreement Requirement:** A signed tenancy agreement is necessary before a housing benefit claim will be processed and paid. The processing time for applications varies by Local Authority.
- **Direct Payment to Tenants:** The default approach is to pay the LHA directly to the tenant, who is then responsible for paying the rent to the landlord. However, if there is evidence suggesting that the tenant may not reliably pay the rent, some Local Authorities may choose to pay the rent directly to the landlord.
- **Payment Frequency:** LHA is typically paid every 2 to 4 weeks. It is the tenant's responsibility to then make the rent payment to the landlord or managing agent on a monthly basis via standing order.
- **Annual Review:** The LHA rate is reviewed annually or when there is a significant change in the tenant's circumstances. However, a mid-year change in the contractual rent does not affect the LHA level.
- **Surplus LHA:** If a tenant finds accommodation that is cheaper than their LHA rate, they can keep up to £15 of the difference.
- **Publication of Rates:** LHA rates are published by the relevant Local Authority each month.

### Rent Arrears

- **Direct Payments for Arrears:** If a tenant accrues rent arrears equivalent to 8 weeks or more, the Local Authority may arrange to pay LHA directly to the landlord, unless it is determined that doing so is not in the tenant's best interest.
- **Partial Payments:** The amount paid by the Local Authority to the landlord may not always cover the full rent. In such cases, the landlord will need to collect the remaining balance from the tenant.
- **Early Intervention:** The Department of Work and Pensions (DWP) advises landlords to contact their Local Authority as soon as they become aware of a rent arrears situation to seek direct payment arrangements.

### Recovery of Overpayments

When dealing with overpayments of benefits, the rules are as follows:

#### Recovery from Landlords:

- If a local authority overpays housing benefit to a landlord, they have the discretion to recover the overpayment either from the landlord or the tenant (customer).

### Recovery from Tenants:

- Overpayments made directly to a tenant can only be recovered from the tenant, not the landlord.

### Arrears Handling

- In cases of arrears, BAS Real Estates will follow a structured communication process. Both the tenant and landlord will receive arrears letters according to the following timeline:
  - **7 days** after payment is due
  - **14 days** after payment is due
  - **21 days** after payment is due

### Private Rent Assisted Schemes

- **Local Authority Support:** Some Local Authorities offer rent-assisted schemes for individuals classified as 'homeless' but suitable for private rented accommodation.
- **Landlord Notification:** When such individuals apply for a property, the landlord will be informed about the support provided by the Local Authority, including details of any guarantor arrangements that may be in place.

## 7. POLICY PLANNING & BUILDING REGULATIONS

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### PROPERTIES WITH LOFT CONVERSIONS

#### Market Appraisal:

- **Information Gathering:** During a market appraisal of a property with a loft conversion, the following details must be requested from the landlord:
  - Date of the conversion.
  - Whether planning permission was obtained.
  - Compliance with building regulations.
  - Proof of compliance with regulations.

#### Instruction:

- **Letting:** BAS will not accept instructions to let a property where the loft conversion has not received the necessary planning permission or did not comply with building regulations at the time of the conversion.
- **Management:** Similarly, BAS will not accept instructions to manage a property under the same conditions.

### Marketing:

- **Documentation:** BAS will not proceed with marketing a property for letting until proof is provided that the loft conversion was approved according to planning and building regulations.
- **Record Keeping:** Evidence of compliance must be placed on file.

## 8. ENERGY PERFORMANCE CERTIFICATES (EPCs)

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### Legislation:

- **Obligation:** Landlords must provide an Energy Performance Certificate (EPC) to tenants before the exchange of contracts for the rental of a property.
- **Requirement Notification:** If BAS determines that your property requires an EPC, they will notify you and arrange for their EPC provider to contact you for payment and production of the EPC.
- **Exemption:** If you believe your property is exempt from needing an EPC, you must inform BAS.
- **Alternate Providers:** If you do not wish to use our referred EPC provider, you must provide a compliant EPC at the time of signing the agreement.
- **Term Variation:** BAS reserves the right to amend terms related to EPCs if reasonable changes are requested by their EPC provider.
- **Information Provision:** You must provide any necessary information promptly to prepare the EPC and warrant its accuracy to the best of your knowledge.

### EPC Charge:

- **Payment:** The charge for compiling the EPC's required content is payable to the EPC provider upon signing the agreement.

### Legislation Reference:

- **Legislative Scope:** This term covers all legislation related to EPCs, including but not limited to the Housing Act 2004, and the Home Information Packs (No 2) Regulations 2007, as amended.

### EPC Ownership:

- **Ownership Transfer:** Ownership of the EPC or its contents will not pass to you until the EPC charge is paid in full, and any transfer of ownership is subject to the intellectual property rights of the EPC provider.

### Access to the EPC:

- **Provision Obligation:** BAS is obligated to provide a copy of the EPC to any prospective tenant, unless there are reasonable grounds to believe that the person:
  - Lacks the financial means to rent the property.
  - Is not genuinely interested in renting a property of the type being offered.
  - Is someone to whom the landlord would likely refuse to rent the property.
- **Landlord Discretion:** Landlords should inform BAS in writing of any specific individuals or groups they do not wish to rent the property to.

#### Time Scales:

- **Efficient Process:** Collaboration between the landlord, EPC Provider, and Domestic Energy Assessor is crucial for compiling the EPC content efficiently. This ensures that the property can be marketed in compliance with EPC legislation.
- **Service Standards:** BAS has agreed upon service standards with their suppliers and requests full cooperation from landlords in providing necessary information and access for the EPC inspection.
- **Liability Disclaimer:** BAS is not responsible for any delays that are beyond their control.

#### Energy Efficiency Regulations:

- **2015 Regulations Overview:** The Energy Efficiency (Private Rented Property) (England and Wales) Regulations 2015 made it illegal, as of 1st April 2018, to grant or renew leases for residential properties with an EPC rating lower than "E."
  - **Extension of Regulations:** From 1st April 2020, these regulations also apply to existing residential tenancies, meaning properties with an EPC rating of "F" or "G" are considered unrentable.
  - **Landlord Requirements:** Landlords of properties with an EPC rating below "E" must undertake improvements to enhance the energy performance to at least an "E" rating or face civil penalties. Exemptions may apply under specific circumstances.
  - **Specialist Contractors:** BAS can refer landlords to specialist contractors who can advise on cost-effective measures to raise the EPC rating.
  - **Higher Standards for Council Schemes:** Some councils require an even higher EPC grade for landlords to qualify for membership in council-approved landlord schemes.
  - **Tenant Rights:** Residential tenants may request landlord consent for prescribed energy efficiency improvements, which must not be unreasonably withheld unless exemptions apply or the landlord proposes alternative energy-efficient measures.
  - **Civil Penalties:** Non-compliance with these regulations can result in a civil penalty of up to £4,000.
  - **Commercial Properties:** The 2015 regulations also apply to commercial properties when creating or renewing tenancies. The extension of these regulations to existing commercial tenancies will be enforced starting 1st April 2023.

## 9. Interpretations and Definitions



This section outlines the key terms and their meanings as used in this document, Tenancy Agreements, and other lettings-related documentation. These interpretations are applicable in any dispute and are governed exclusively by the laws of England and Wales.

1. **Agent:** An individual or entity acting on behalf of another party (typically a landlord or tenant) with the duty to act in their best interests.
2. **Arranging:** The process of coordinating a service or work where the associated costs are fully covered by either the Landlord or Tenant.
3. **Associated Party:** Any individual or entity linked to the Tenant through various forms of connection, such as blood relations, friendship, employment, or ownership.
4. **Building Regulations:** The rules governing the construction and modification of buildings.
5. **BAS:** BAS Real Estates LTD
6. **Client's Accounts:** Separate bank accounts used to hold money that belongs to clients (either Landlords or Tenants), managed in trust by the Agent.
7. **Contracts:** Legally binding written agreements between parties, which become enforceable upon signing.
8. **Day:** Refers to a working day, excluding weekends and Bank Holidays.
9. **Deposit:** A sum of money paid by the Tenant at the start of the tenancy, held to cover damages, dilapidations, or unpaid rent, and returned at the end of the tenancy following agreed disbursement procedures.
10. **Event Driven:** A type of contract where obligations are triggered by a specific event.
11. **Guarantor:** A person who agrees to fulfill the obligations of another (typically the Tenant) under a contract.
12. **Gross Rent:** The total rent payable under the Tenancy Agreement, including any extensions or renewals.
13. **ICE:** The Independent Case Examiner from the Dispute Service, responsible for resolving disputes.
14. **Landlord:** The person or entity entitled to receive rent and reclaim possession of the property at the tenancy's end, whether individually or jointly.
15. **Monies Held:** Funds, such as rent, held by the Agent on behalf of the Landlord, which do not accrue interest.
16. **Mortgagee:** The lender or institution that provides the loan for purchasing a property. A Landlord must obtain the Mortgagee's permission to let a mortgaged property.
17. **Offer:** The terms, including the price, proposed by a prospective Tenant who wishes to rent a property.
18. **Orders:** Requests made by BAS for Contractors to perform safety checks or repairs, with an associated arrangement charge for each order.
19. **Power of Attorney:** A legal document authorizing one person to act on behalf of another. BAS requires a copy of this document when someone acts under its authority.
20. **Received:** Refers to funds that have been processed and allocated.
21. **Set Up Charge:** A fee for the initial tasks required to manage a property that BAS is not directly letting.
22. **Signatories:** All parties involved in a contract must sign for it to be valid.
23. **Stakeholder:** A neutral third-party holding funds temporarily until ownership is determined.



- 24. **TDS (Tenancy Deposit Scheme):** A scheme that safeguards Tenant deposits and offers a free, impartial dispute resolution service regarding deposit disbursement at the end of the tenancy.
- 25. **Tenant:** Includes any subsequent Tenant under a renewed or extended Tenancy Agreement. Agreements made by multiple tenants are considered joint and individual commitments.