



# GUIDE TO LETTING



# **Guide To Letting**

**Church & Hawes “Guide To Letting” incl the changes brought in by the “Renters Rights Act” which came into effect on 1st May 2026 (headings in red).**

**Headings marked in green are due to become law, late 2026/2027 or later but they are important to be aware of/prepare for. (Dates to be confirmed).**

**See points 27-34.**

Church & Hawes have been trading successfully since 1977, and are proud to be the leading mid Essex property specialists covering all aspects of the housing market. At Church & Hawes we pride ourselves on our friendly efficient service that is tailored to suit every individual and property requirement.

As members of the Propertymark client money protection scheme, NAEA Propertymark, The Property Ombudsman the Tenancy Deposit Scheme we are bound by their strict rules and regulations put in place to protect Landlord & Tenant.

## **LETTINGS ADMINISTRATION DEPARTMENT**

**01621 878417**

**4 High street, Maldon, CM9 5PJ  
Lettings@churchandhawes.com**

## **BURNHAM ON CROUCH 01621 782652**

**156 Station Road, Burnham On Crouch, CM0 8HJ  
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## **DANBURY 01245 225853**

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## **MALDON 01621 855195**

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## **SOUTH WOODHAM FERRERS 01245 329429**

**19 Reeves Way, South Woodham Ferrers, CM3 5XF  
Swf@churchandhawes.com**

# Landlord's Guide

- \* We have experienced staff within our dedicated property management department plus our experienced branch staff to assist you throughout the process.
- \* **Rightmove, OnTheMarket.com and Churchandhawes.com.**
- \* **Members of the Property Ombudsman Scheme, ARLA Propertymark and the Tenancy Deposit Scheme.**
- \* Your property will be available across our branch network.
- \* Floorplans as standard.
- \* Inventories of property (additional cost) highly recommended.
- \* Energy Performance Certificates # (additional cost).
- \* Register of Tenancy deposit # (additional cost)
- \* Safety Certificates # (additional cost)
- Section 13 notices rent increase # (additional cost)
- \* Section 8 notices to be served by a solicitor/legal representative (solicitors additional costs apply for this to be carried out) #
- \* Local Multi office Network offering maximum access to Tenants.
- \* Distinctive "TO LET" boards placed at the property free of charge.
- \* Latest lettings software technology.
- \* Accompanied viewings when required.
- \* Feedback on viewings.
- \* **Please ask about the products available regarding legal assistance and rent guarantee warranties.**

**# Legal Requirement**

# List of Services

|  | <u>Introduction</u> | <u>Introduction &amp; Rent collection</u> | <u>Introduction &amp; Managed</u> |
|--|---------------------|---|-----------------------------------|
| Free market appraisal and advice on how to maximise the potential of the property.   | ✓                   | ✓   | ✓                                 |
| Full marketing of the property via online coverage, To Let boards and lettings brochures including floorplan.  | ✓                   | ✓   | ✓                                 |
| Organise Energy Performance Certificate where required (additional cost).  | ✓                   | ✓   | ✓                                 |
| Accompanied viewings (where required).   | ✓                   | ✓   | ✓                                 |
| Professional negotiations for the best possible outcome.   | ✓                   | ✓   | ✓                                 |
| Carry out reference checks on Tenants via an industry leading provider. Charges apply on let only properties/tenants free to managed.  | ✓                   | ✓   | ✓                                 |
| Advice on whether legal assistance/rent guarantee are available (additional cost/exclusions apply, written instructions required).   | ✓                   | ✓   | ✓                                 |
| Receive and lodge Tenants deposits with the TDS, Tenancy Deposit Scheme). (additional cost)  | ✓                   | ✓   | ✓                                 |
| Organise an Inventory with colour photographs (additional cost).   | ✓                   | ✓   | ✓                                 |
| Prepare Contracts and sign up Tenants including key release on the moving date.  | ✓                   | ✓   | ✓                                 |
| Assist with Overseas Landlord tax information.   | ✓                   | ✓   | ✓                                 |
| Serving of Section 13 notices (rent increase) (additional cost)  | ✓                   | ✓   | ✓                                 |
| Return Tenants deposits once instructed by Landlord/Tenant.  | ✓                   | ✓   | ✓                                 |
| Collect Tenants monthly rent and forward onto nominated bank account.  |                     | ✓   | ✓                                 |
| Produce and supply monthly account statement.  |                     | ✓   | ✓                                 |
| Pursue any non-payments via telephone/email/post. If the Landlord has a Homelet policy, we will organise to put on risk, providing required paperwork and attending court where necessary.   |                     | ✓   | ✓                                 |
| Advise utility companies (Gas, Electric, Water, Local Council).  |                     |   | ✓                                 |
| Property inspections and written reports.  |                     |   | ✓                                 |
| Deal with daily issues that arise including arranging repair quotations and organising maintenance/works to be carried out on behalf of Landlords (deductible from monthly rent).  |                     |   | ✓                                 |
| End of tenancy check outs, confirming condition of property after Tenant has left and deal with returning of deposit and any disputes, including organising quotations for cleaning/repairs and dealing with Tenancy Dispute Service where required. |                     |   | ✓                                 |
| <b>Section 8 notices (Additional costs apply) Church &amp; Hawes can recommend a solicitor to issue Section 8 notices. (There Legal Fees Will Apply) (Please see notice periods)</b>   | ✓                   | ✓   | ✓                                 |

# Landlord's Guide

Before deciding to let a property, please remember it is important to protect your investment by maintaining the property and ensuring any issues are resolved quickly. It is prudent to give yourself a sinking fund, so that if any issues do arise the funds are available.

If a Tenant feels that you are a responsible Landlord they are more likely to stay in the property for a longer period, this again is financially beneficial as the rent should keep coming in, without any expensive void periods. (i.e. when the property is empty between tenancies). There are no fixed terms from 1/5/26, so this is even more important. Remember it goes without saying that the better presented a property is, the quicker it will let and also the more suitable Tenant you are likely attract. **Please clean ovens, fridges and carpets, tidy gardens etc before a tenant moves in.**

## **1. OVERVIEW & RENTAL PRICE AGREED/RENT INCREASES (S13) \***

The Assured Shorthold Tenancy (AST) has been replaced by the Assured Periodic Tenancy on a (month to month) basis. Existing fixed term/AST automatically became Assured Tenancies on a month to month basis on 1st May 2026.

The marketing price is the maximum price that can be achieved. Price qualifiers such as (Offers in Excess of/price ranges e.g. £1,000—£1,100 have been banned) by Law, the highest price that can be achieved for the property is the advertised rent and not in excess of this (Bidding wars above marketing price are now banned).

It is important that you are happy to accept the agreed advertised rent. Church & Hawes do not accept any liability for any loss due to any offers made on the property above the advertised rent that cannot be accepted due to RENTERS RIGHTS ACT 2025. The Tenant must be occupying the property as their principal home.

**The rent agreed (this cannot be above the marketing price) can only be paid on a monthly basis in advance and can only be reviewed on an annual basis by serving a Section 13 notice with a minimum of TWO months notice from a rent due date before the new rent can be liable, It is advisable to start discussing a rental increase at least 3 months prior to the allowable increase date. This must be a reasonable amount and based on the local market rents and comparable evidence is recommended. If the tenant disagrees, they can go to the tier 1 tribunal for adjudication. The tenant has two months to dispute a rent when a S13 is served or 6 months from a new tenancy agreement being signed.**

**A tribunal could take 6 months approx. meaning 6 months of no rent increase and also we understand that no backdated rent is payable by the tenant, even if the tribunal finds in the Landlords favour. It is important to increase by a sensible and affordable amount to try and avoid this. The Tenancy will be on a month to month basis with specific notice periods as described in the (Tenancy Agreement).**

If the Tenant is a company or holiday letting, or if rent per annum exceeds £100,000, or if the property has been converted into flats and the Landlord lives in one of these properties. These types of tenancy will require a licence which is outside of Church & Hawes knowledge and expertise. A licence will need to be drawn up by your solicitor. Church & Hawes recommends that the Landlord takes advice from their Solicitor. (If required Church & Hawes can recommend a local solicitor, however additional fees will apply.) Local planning authority consent is required especially where the property is an annexe or similar.

## **2. Credit / Reference checks**

**Church & Hawes** have partnered with **Goodlord**, the award-winning lettings solution and online platform, to help your tenants move into their new homes as quickly as possible, with a streamlined, digital application process including e-signing and e-payments that can be completed from anywhere, an online audit trail of all documents supplied, and comprehensive and robust referencing checks.

## **3. Serving Section 8 Notices \* / Rent Insurance Products**

Church & Hawes can recommend a solicitor/specialist if required (solicitors fees apply). you will need to satisfy yourselves with their terms and conditions, before instructing) if you do not have a suitable rent insurance product that incorporates this service.

**UNDER NO CIRCUMSTANCES SHOULD THE LAW BE TAKEN INTO YOUR OWN HANDS! SEVERE FINANCIAL PENALTIES MAY APPLY FOR UNLAWFUL EVICTION.**

Unfortunately life throws up unexpected circumstances and disappointments through redundancy, ill health, pandemic, accident or divorce which can leave you exposed to non-payment of rent or Tenant refusing to leave. This of course can be expensive and time consuming if you as the Landlord have not protected yourself with any cover. **Please refer to point 36 & 37 & 38 of this Guide To letting, please request the Goodlord information sheet and the Insurance Product Information Document” (IPID) if you are interested in what is available. Please do not hesitate to ask for any further information.**

Let only Landlords will be charged (£120 including vat) for tenant reference costs (included for managed landlords).

## **4 Permission To Let**

Consent may be required to Let your property from one or all of the following parties: \*Mortgage Company, \*Insurance Company, \*Any joint owner or superior Landlord. Any Landlord should seek permission from their mortgage company. Without permission your lender could foreclose the loan and issue proceedings against any breach of terms regarding the mortgage.

Check your insurance and ensure letting is permitted and ensure that buildings insurance is still in place. Church & Hawes can put you in touch with a company that specialise in buildings and contents cover, where required, as other insurers may not provide Landlords cover. If the property is Leasehold then the Freeholder and/or Management Company must be advised, as some blocks of apartments do not allow properties to be let.

If you have a mortgage, it is necessary to obtain consent from the mortgagee before a Tenancy Agreement is entered into. Most banks and building societies provide a list of conditions which must be met in order to secure their consent. These conditions are usually a formality and are not onerous. A charge is often made by the mortgagee to cover administration costs.

Once you have made the initial approach, we shall be pleased to liaise with the mortgagee to comply with their specific requirements. The majority of mortgagees require the property to be professionally managed and may require either a draft or a copy of the Tenancy Agreement.

## 5 Furnished Or Unfurnished & Furniture Safety

The majority of properties are let unfurnished, as the majority of Tenants have their own furnishings etc. The larger and more expensive properties may require certain appliances/items to be included as standard. If you decide to let your property furnished/part furnished, with any items including the list below, then you must consider your responsibility and liability regarding repair or replacement.

- All White Goods/Any other items
- Blinds/Curtains and carpets in good clean condition

Modern upholstered furniture, which complies with fire safety tests, has a label on it (except beds and mattress) confirming that this is the case. Second hand furniture especially that manufactured before 1988, does not comply. Non-complying furniture must not be supplied in rented accommodation and should be removed before letting out.

## 6 Tenancy Agreement/Notice Periods/Re-Marketing \*

**If a section 8 notice has been served in the last 16 months (Using the grounds for selling/moving back into the property) on the property you wish to sell, it will be against the law to re-market the property for let. (see timescales below) Large financial penalties will apply.**

If you wish to move back into the property or wish to sell the property then a Section 8 notice must be served (Section 21 notices have been abolished), giving a minimum of **FOUR MONTHS** notice. The tenant has a protected tenancy for the first 12 months before they can be evicted, notice can be served by the landlord after 8 months using a section 8 notice and the correct grounds.

The tenant is required to give **TWO month's notice** from the rent due date to end the tenancy and the tenant can serve this from the date the tenancy starts. It is recommended that at least SIX months before you require the property back you should review your position, so as to allow sufficient time for the Section 8 notice to be served.

**Church & Hawes will recommend the services of a solicitor/legal representative to serve SECTION 8 NOTICES. (solicitors fees will apply for this service/ to be confirmed at the time of request). You will need to satisfy yourselves with their terms and conditions, before instructing) Church & Hawes will be able to assist by providing information requested by the instructed solicitor/legal representative**

If a tenant does not leave at the expiry of the SECTION 8 this will involve going to court for eviction (resulting in additional costs) (Timescales unknown) If notice is served on your tenant for reasons of selling the property/moving yourself or close family member into the property as a principle home, you are **UNABLE** to market the property for rent or use as a holiday let or under a license for ;

**12 months from the expiry of the 4 months notice period,  
(Approx 16 months in total from when the Section 8 notice was served)  
Subject to vacant possession**

(Previously, as an example if a property did not sell, then a landlord would have re-let the property, this is now against the legislation within the time frames described). This leaves you with a potentially long void period. Flexibility on your sale price would be key in securing a buyer, particularly in a difficult market. Otherwise this could result in a **significant** financial loss.

**THINK CAREFULLY BEFORE SERVING NOTICE FOR THE  
REASON OF SELLING.**

## **7 Inventory (recommended)**

A full inventory of the property, furniture, equipment and also Landlord's fittings and their condition is necessary and should be attached to and form part of the Tenancy Agreement.

If you wish to prepare your own, this must be received in good time before the commencement of the tenancy and include date marked photographs where possible. Alternatively, we shall be pleased to organise the inventory on your behalf; however, there is an extra charge for this service. Please see our Terms of Business.

**Church and Hawes strongly advise that a thorough Inventory is prepared and is signed by the incoming Tenant at the commencement of the tenancy as without it, it will prove extremely difficult if not impossible to recover any damages out of the security deposit. Any disputes that cannot be resolved will be referred to the Tenancy Deposit Scheme – Church & Hawes are members of the Tenancy Dispute Service.**

**It is important to understand that by not having a thorough professional inventory carried out it may prejudice any future possible claims in the event of it being heard by an independent case examiner of the Tenancy Deposit Scheme. OR ANY INSURANCE CLAIMS**

Minor items of little value are not usually included in the inventory nor consumables such as cleaning materials. **Any items stored on the premises, for example in the loft, will not be included in the inventory and will not, therefore, be checked at any time. Similarly, we can take no responsibility for items stored in lofts etc, and which are left at your own risk.**

## **8 Protected Tenancy Deposits**

**Deposits are registered with the Tenancy Deposit Scheme (TDS)**

### **Managed Clients**

Please note that if Church & Hawes **ARE MANAGING** the property on your behalf, our external check out company will provide a report on the condition and also take meter readings. This will then be given to you to assess and for you to advise of any deductions that you feel are necessary. Church & Hawes will organise any quotes for cleaning/repairs where necessary and will liaise with the tenants for a mutual agreement. The deposit will then be allocated accordingly or if no agreement can be reached will be given to the "The Tenancy Deposit Scheme" TDS to adjudicate.

### **Let Only Clients**

If you are a **LET ONLY CLIENT**, the check out will need to be carried out by yourself and you will need to liaise directly with your tenant regarding any deductions etc. If we are holding the deposit, both you and the tenant will need to confirm in writing to Church & Hawes your agreement. For example 100% of the deposit can be returned to the tenant or 25% to landlord & 75% to tenant

## **9 Accounting for managed properties**

We account to you monthly to your UK or overseas address remitting monies to your UK bank account. This can be carried out by bank transfer (we will require your account details for this), It is regretted we are unable to make cash payments to clients. We can also send your monthly account by email (please supply your email address) particularly useful for clients living abroad.

## **10 Income Tax**

### **UK Owners**

Rents received are subject to UK income as unearned income. Where you remain resident in the UK it is your responsibility to declare any income received to the Inland Revenue.

### **Overseas Owners**

Rents received are subject to UK income tax as unearned income. When we receive the rents on your behalf, we are responsible for payment of any tax due by deduction from the rents received, in accordance with the Provisions of the Taxes Management Act 1970. Accordingly, out of the rents received, a proportion of the rent monies are retained until your liability has been agreed with the Inland Revenue.

As soon as your liability has been quantified, any excess reserved will be remitted to your UK bank account.

If you have any queries on the extent of your liability you should contact your Tax Office.

The needs of the overseas Landlord are best met by obtaining an Exemption Certificate from the Inland Revenue. The certificate contains an approval number and the date from which we are not required to withhold tax. If the Tax Exemption Certificate is not received. by Church & Hawes, we must make quarterly payments to the Inland Revenue.

## **11 Repairs & Maintenance**

- Our Tenancy Agreement provides that the Tenant keeps in good repair and condition the interior of the property and also repairs and replaces damaged furniture and equipment if this is caused by the Tenants negligence. Any items such as white goods, furniture etc that is left in the property will be your responsibility as the Landlord to repair or replace if this is caused by breakdown or general wear and tear. By statute you as Landlord must be responsible for the main repairs of your property and this liability cannot be passed to the Tenant.

### **It is important/legal requirement**

- To keep in repair and good working order installations in the property for heating water and supply central heating (or storage heaters if appropriate).
- To keep in repair the structure and exterior of the property including the drains, gutters and external pipes and to keep in repair and proper working order the installations in the property for the supply of water, gas, electricity, oil and for sanitation including basins, This also includes damp and pest control.

When arranging emergency repairs on your behalf, we reserve the right to carry out repairs if we are unable to contact you within 48 hours or if emergency repairs are required immediately on your behalf. We normally operate within a limit of £500.00 except where we consider that to delay repairs whilst awaiting your instructions would prejudice or result in further damage to your property. (We are not experts in property maintenance and will defer to a the judgement of the professional attending)

Please note when Church & Hawes act as Managing Agents we will endeavour to rectify any situation as soon as is possible. Please be advised that situations which arise at weekends/holiday periods especially or evenings (ie. boiler breakdown) will be dealt with as soon as possible but cannot guarantee when an engineer can visit the property although we would endeavour to organize this as quickly as possible.

Where appropriate, competitive estimates are obtained for consideration. We recommend that all Landlords arrange regular maintenance of central heating and alarm systems. You will need to explain to the Tenant and ourselves fully how any alarm system works with written instructions.

## **12 Services and Outgoings**

Whilst we will notify water, gas, electricity, cable and telephone suppliers of the change of occupancy for managed clients only. We must stress that they are not obliged to take instructions from Agents to change the service into the Tenants name. It is therefore advisable for you to make arrangements with them direct. Introduction only clients must notify the utility companies themselves.

To ensure that you do not become liable for the use of these services whilst the Tenant is in occupation, we require that the Tenant applies for connection in his own name. If you do not terminate agreements for supply, then the Tenant may be able to use the connection without taking over the liability. If your property is equipped with oil fired central heating, then we advise to leave the minimum safe amount in the tank to cover the oil requirements of the property whilst the property is empty, thus avoiding the risk of the oil not being replenished by the Tenant at the end of the tenancy. If this is not possible then a note of the fuel level should be supplied to us by yourself at the commencement of the tenancy and the Tenant will be expected to make good any shortfall in the level on expiry of the tenancy. It is not always possible for Church & Hawes to obtain an oil level reading at the checkout.

Sometimes with leasehold properties water rates are included within service and maintenance charges. If so no action is required. For managed clients we will also notify the Local Authorities of the change of occupancy so that they can amend their Council Tax records appropriately and prepare a revised account. Introduction only clients will need to deal with this direct. With regards to mail we regret that we cannot take responsibility for the forwarding of your mail and you should therefore arrange with the Royal Mail to re-direct your correspondence.

### **13 Insurance**

It is essential that your Insurers, both of the building and its contents, are notified of the letting or they may impose restrictions on any claim or indeed, refuse to cover a particular event since their risk is altered where the property is let (not advising of a material fact i.e. being rented may make your insurance void).

Please consult your Broker or your Insurers if you have any query in this connection.

You are advised to ensure that your Property Owners Liability is adequate and also any other insurance as required, again your Broker or Insurers should be able to advise. We are pleased to advise you that we can contact insurance companies that specialise in rental property insurance. Please ask for further details.

### **14 Safety Regulations**

You must remember that there are regulations as a Landlord that you must comply with covering the following;

Portable electrical equipment and plugs.  
Furniture and furnishings.  
Gas cookers and other gas appliances.  
Smoke and carbon monoxide detectors.  
Electrical safety standards in the private rented sector.

#### **14.1. Electrical Safety (EICR)**

**An electrical installation condition report (EICR) is required by law.**  
**Valid for 5 years**

#### **14.2 Electrical Equipment (safety) Regulations 1994**

The regulations state that electrical equipment 'shall be safe' which means that it complies with the definition within the Consumer Protection Act 1987 and extended to comply with the regulations to mean that any risk includes: -

**Death or injury to domestic animals. Damage to property. As well as the risk of death or injury to a human.**

As Landlord you must comply with the regulations as they clearly state that electrical equipment being 'hired out' comes within this jurisdiction.

## **How to comply.**

Ensure instructions booklets are supplied with all electrical equipment, including safety instructions.

Safety checks to be carried out by an NICS qualified electrician, either annually or every time a new person takes a tenancy of a property.

Church & Hawes can organize these important electrical checks for you, provided that we receive instructions to do so. (additional costs)

Instruction booklets for appliances will also need to be given to Church & Hawes, if not at the property, prior to commencement of the tenancy. If the booklets are unavailable, written instructions can be sufficient.

Please be aware that it is essential that the relevant electrical reports are carried out and that any safety recommendations are also carried out, whatever the cost, because if anything did go wrong and these checks were not carried out or recommendations implemented, your insurance may be void and the penalties are as follows:-

- Three months imprisonment and/or £5,000 fine if there is risk of fire and/or an animal is injured.
- Six months imprisonment and/or £5,000 fine if a human being is injured or killed.
- The above can be increased to 12 months imprisonment (not to mention a criminal record).

## **15 Gas Safety (Installation and Use) Regulations 1998**

The regulations came into force on October 31<sup>st</sup> 1998, and it is law that all gas fittings including boiler and pipes are checked and given a gas safety check by a Gas Safe Registered plumber and any recommendations must be carried out before a Tenant can move into the property. This inspection must be carried out annually. Any unsafe appliances must be repaired or removed by a Gas Safe registered engineer. Gas cookers in particular have specific gas safety requirements. Please note this also applies to gas warm air heating systems and bottled gas appliances.

This certificate is an **ANNUAL** requirement.

(Church & Hawes will require a copy of the Landlords Gas Safety Record, one for the Tenants and one for Church & Hawes). The tenancy cannot begin until this document has been received. If you wish Church & Hawes to organise this for you we will need fourteen days notice prior to the start of the intended tenancy. (additional costs)

**FAILURE TO COMPLY WITH SAFETY REGULATIONS IS A CRIMINAL OFFENCE AND CAN RESULT IN YOU BEING FINED HEAVILY/AND OR IMPRISONED**

## **16 Smoke & Carbon Monoxide Detectors**

Landlords are required by LAW to ensure the safety of their Tenants by installing SMOKE DETECTORS in all properties (ensuring there is a minimum requirement of one smoke detector per floor) Landlords are also required to install CARBON MONOXIDE DETECTORS where there is a gas appliance or solid fuel appliance, for example, near a boiler, cooker or gas fire, open and solid fuel burners etc (one detector per appliance) Church & Hawes can organise the installation of these detectors at a cost of £50 plus VAT per detector. These must be in working order prior to the tenant occupying the property.

## **17 Legionnaires Disease**

In order to comply with Health and Safety Executives Code of Practice, Landlords are strongly advised to carry out a risk assessment at their premises prior to letting especially if there are open water tanks, cooling systems or a swimming pool. We request a copy of the written risk assessment is provided upon instruction. **By signing the Terms of Business which our Guide to Letting forms part of, the Landlord acknowledges his responsibility for the safety of the Tenant at the premises and confirms he has considered all the risks regarding Legionnaires Disease.**

## **18 Discrimination**

Since the Renters Rights Act became Law in 2025, it is illegal to discriminate against tenants receiving benefit and tenants with children or pets. Church & Hawes also adhere to the "Discrimination Act" in the UK which is the Equality Act 2010.

## **19 Special Notes Conditions for Freehold/ Leasehold Properties/Head Lease**

There maybe restrictions and covenants with your deeds that the Tenant should comply with. You should check with your solicitor if there are matters that should be referred to Applicants.

**Please remember to let us have details of all rules and regulations that relate to your Head Lease/Lease, in particular management of common parts please supply a copy of the Head Lease. You are responsible in advising us of any specific clauses you want to add to the tenancy, such as parking restrictions etc (Any fines from a management company/freeholder will be your responsibility) Please remember that Ground Rent, Service and Maintenance Charges will be your responsibility and must be paid by you promptly.**

## **20. Inspections**

If requested, Church & Hawes will organise the inventory to record its current condition prior to the Tenancy Agreement being entered into (please see Terms of Business for inventory charges on your property). During the tenancy, where we are instructed on a full management service basis we will normally carry out inspections of the property every four months.

At the end of the tenancy a checkout will be carried out for managed properties by an independent specialist, with a report forwarded to the landlord. If there is any dispute concerning the condition of the property at the end of the tenancy this will be referred to the Tenancy Dispute Service within the timescales stated (where possible) or immediately be referred to a Chartered Surveyor if the tenancy was created prior to the 6<sup>th</sup> April 2007, who will act as an arbitrator (**Management Service Only**) and his fees will be shared equally between the Landlord and the Tenant.

## **21 Terms of Business/Landlords Questionnaire**

**Our Terms of Business which we asked you to sign to confirm your instructions, should be read in conjunction with this preliminary guide to letting as well as completing the landlords questionnaire which forms part of our agreement.**

## **22 Keys**

Please ensure we receive a full set of the keys for each Tenant and an access management set for Church & Hawes well in advance of the proposed tenancy. If a management set is not provided by the Landlord, Church & Hawes will endeavour to have a set cut and charge the landlord accordingly (we cannot guarantee, we will have a set cut, the landlord should ideally provide these keys). On no account should you give the keys directly to the proposed Tenant.

## **23 Unfair Terms in Tenancy Agreements**

Our Agreements are prepared with the intention of complying with the Office of Fair Trading Regs. Generally the Courts decide whether any contract term is unfair but the Office of Fair Trading may take enforcement action if any provisions prove to be unfair. We do our best to comply with the regs but cannot offer any guarantee in this respect.

## **24 Illegal Activities**

Unfortunately sometimes Tenants use a property for an illegal activity such as involving drugs. If we are aware of such activity, we will immediately report it to the Landlord who should then take appropriate action such as reporting the activity to the Police and asking their solicitor to pursue the matter if necessary. We will not become directly involved with problems of this nature which we consider to be outside of our letting and management services.

## **25 Energy Performance Certificates**

Required in advance of marketing. It is a legal requirement that all Tenants are to be provided with an Energy Performance Certificate. An Energy Performance Certificate is valid for ten years. Church & Hawes can organise this certificate for you. (additional cost)

## **26 Draining Down of Properties**

Church & Hawes recommend that all empty properties are drained down by a qualified plumber (when empty) especially during cold periods. If you would like Church & Hawes to organise a quote for this, please contact our Lettings Admin Department.

## **27. Payments in Advance \***

Under the (Renters Rights Act 25), it is illegal for Church & Hawes or Landlords to take advanced rental payments. This means that only the first months rent and the five weeks security deposit (including the holding deposit **are allowed**) The civil penalties for breaches of the above are £7,000 for the first offence and £30,000 for each subsequent breach. This means we are unable to take any payments above the permitted amounts. All rental payments will have to be paid per calendar month.

## **28. Offers in Excess of Marketing Price/Rental Bidding \***

Since the Renters Rights Act became law it is illegal to accept offers in excess of the marketing price. (Agents and landlords who ignore this would be unable to serve notices and also open to civil penalties of up to £7,000 for landlords or anyone acting directly or indirectly on their behalf) . Landlords and Agents can receive multiple civil penalties for continued and repeat breaches.

## **29. Pets \***

Tenants will have the right to request a pet in their rental property, and landlords cannot unreasonably deny this request. It is also important to understand that a refusal must be based on location specific reasons, (I do not like pets are had a bad experience in the past are not considered by the new Law to be valid reasons). Please also note under the "Equality Act" permission must be granted for service animals for disabled tenants. If you refuse permission for a pet, the tenant can take their request to the tribunal for independent adjudication. Church & Hawes can accept no liability for any decision made by the tribunal .

### **30. Rent Repayment Orders \***

The Act will extend rent repayment orders (RRO) to the offences of knowingly or recklessly misusing a possession ground, breach of restriction on letting or marketing a dwelling-house, continued tenancy reform breach after imposition of a financial penalty, continued breach of landlord redress scheme regulations, imposition of a financial penalty, providing false information on the PRS Database when purporting to comply with PRS Database and continued failure to register with the PRS Database after the imposition of a financial penalty. Along with failure to obtain a license where required etc etc.

### **31. Landlords Database (PHASE 2, DATE 2026/2027)?**

The Government will be introducing a Landlords database in approx. 2026/2027 (exact date unknown), this will be a mandatory requirement. We understand that certain information will need to be added to the database and each property will receive a registration number (which will need to be displayed, when the property is marketed/has a tenant in situ). This will have to be completed by the Landlord but if agents are required to upload this information (to be confirmed by the Government) then due to the increased level of work this requires, Church & Hawes will charge £36 including vat per property( **This will be required by Law** ) Local councils will be able to take enforcement action against landlords who do not register. If a landlord lets or advertises a property without it being on the database they can be issued with a civil penalty of up to £7,000. Continuous offences could result in fines of up to £40,000 or could face criminal prosecution. Landlords will need to be registered in order to use certain possession grounds.

### **32. Decent Homes Standard (PHASE 3, DATES TBC)**

The Decent Homes Standard now applies to the private rented sector as well as social housing ensuring properties meet minimum quality requirements. The standard requires properties to be in a reasonable state of repair, have modern facilities and services, be warm and energy-efficient, and meet the minimum safety standards . All Landlords in the private rented sector must take steps to ensure their property meets the DHS standards. Local councils have powers to issue civil penalties of up to £7,000. This is to ensure landlords proactively manage and maintain the safety and decency of their properties.

### **33. Private Rented Sector Landlord Ombudsmen (PHASE 2, DATES 2028)**

The Government is introducing a Private Rented Sector Landlord Ombudsmen Service which all private landlords in England will with assured or regulated tenancies will be required to join by law (This will be chargeable by the Ombudsmen). This is being introduced to provide a quick, fair, impartial and binding resolution for tenants complaints about their landlord. This will bring tenant - landlord complaint resolution in line with established redress practices for tenants in social housing and consumers of property agent services. We are awaiting timescales for when this will be operational.

### **34. Awaabs Law (PHASE 3, DATES TBC)**

All private landlords will have to meet "AWAABS LAW" requirements for example, on timescales for dealing with hazards such as damp and mould. Initial or minor non-compliance will incur a civil penalty of up to £7,000 and serious persistent or repeat non-compliance a civil penalty of up to £40,000 with the alternative of criminal prosecution.

### **35. Landlords Responsibilities**

Church & Hawes will not be held responsible due to a Landlords actions or refusal to carry out works or delays in dealing with matters including but not exhaustive to maintenance/safety issues. Church & Hawes require the co-operation of landlords to ensure a smooth tenancy for both Landlords and tenant.

**Landlords and the lettings industry are experiencing many changes.  
It is important to adhere to the "letter of the law" and apply the  
"Spirit of the Law" to ensure minimal impact**

### **36. Landlords Insurance Referral**

Church & Hawes advises that its landlord customers ensure they have suitable insurance in place which meets their needs. Church & Hawes can provide information on insurance provided by our provider, please request information. Church & Hawes may receive referral fee/commission from the insurance provider if the Landlords takes out a policy with them.

### **37. RENT PROTECTION SERVICE (Additional Cost)**

#### **PLEASE ASK FOR FURTHER INFORMATION IF YOU ARE INTERESTED!!**

37.1. If this option is selected, in support of the satisfactory Tenant Assessment, Goodlord Ltd. is prepared to provide to the Landlord a rent and legal protection service in accordance with the terms detailed below and subject to any separate terms and conditions as provided to the Landlord.

37.2. In the event that the tenant(s) default on a payment of rent within the first 12 months of the tenancy and that rent remains outstanding for a period of 30 days, the Agent will pay rent monthly to the Landlord. No payments will be payable in respect of outstanding contractual rent as may be owed by the tenant(s) once the tenant(s) cease to reside in the property. Payments will be made subject to any deductions agreed or any charges that are outstanding as set out in the Terms.

37.3. Payments shall be made by the Agent subject to the following conditions being met by the Landlord:

37.3.1. A satisfactory reference has been obtained for each tenant and each guarantor from an approved referencing service within 60 days of the tenancy commencement and that all the terms of the reference have been complied with.

37.3.2. A detailed inventory of the contents and the condition of the Property has been carried out and agreed to by the tenant(s).

37.3.3. Clear and up to date rental records have been kept.

37.3.4. The tenant(s) are 18 years of age or more.

37.3.5. There is an appropriate and correctly executed tenancy agreement in place that has been signed by all parties.

37.3.6. One month's rent and a deposit of at least one month's rent has been collected prior to the occupation of the Property by the tenant(s) or the tenant(s) have agreed to and purchased an approved deposit replacement alternative

37.4. Payments will not be paid out under this service if:

37.4.1. Any default is reported to the Agent after 31 days from when the rent was due.

37.4.2. The default has arisen due to the Landlord not fulfilling their obligations as specified in the tenancy agreement.

37.4.3. The Landlord acts without the consent of or against the advice of the Agent.

37.4.4. The Landlord is in breach of any rules or requirements relating to the deposit.

37.4.5. Where a substantiated allegation of dishonesty or violent behaviour has been made against the Landlord.

37.4.6. The arrears relate to someone legally taking the Property away from you, or restrictions or controls are placed on your property by any government or public or local authority.

37.4.7. A defence and / or a counterclaim is raised during the course of any proceedings instigated by the tenant(s) seeking to off-set unpaid rent.

37.4.8. You terminate the Terms.

### **38. S13/Rent increases**

Please note that if you increase the monthly rent (this can only be increased annually via a SECTION 13 NOTICE) if the tenant disagrees this would then be decided upon by a tribunal.

If you have rent protection including Section 13 cover the insurer would pay the difference between the old and new rent PCM (maximum six months) **BUT** if the TRIBUNAL finds in favour of the tenant regarding the increase in rent, any payments made that are in excess of the Tribunals decision regarding the increase **will be required to be paid back to the “insurers”**.

**A GOODLORD INFO SHEET AND  
COPY OF THE “INSURANCE PRODUCT INFORMATION  
DOCUMENT” (IPID) IS AVAILABLE ON REQUEST**

**You MUST request in writing if required  
(Additional Costs Apply)**

**Subject to “TERMS & CONDITIONS”**

# LANDLORD

## FEES

### Tenant move in

First month's rent plus VAT

- **Terms Apply**

### Full Management %

10% plus vat of the rent per calendar month

- **Terms Apply**

### Rent Collection Only %

5% plus vat of the rent per calendar month

- **Terms Apply**

### 15% plus vat service includes tenant find & management

Choose this service if you wish to, spread the cost.

15% plus vat of the monthly rent until the tenancy ends

- **Terms Apply**

### Serving of Notices

£180 incl vat for serving section 13 notice (rent increase) for managed

£240 inc vat for serving section 13 notice (rent increase) for non managed

### Tenant reference fees for non-managed landlords

£120 incl vat

### Registration of the tenancy deposit with the "Tenancy Deposit Scheme"

£48 incl vat per tenancy

### Please Note:

OTHER PROFESSIONAL COSTS APPLY, TO ENSURE YOU ARE COMPLIANT WITH THE REGULATIONS INCLUDING BUT NOT EXHAUSTED TO:

GAS SAFETY CERTS, EICR, EPC, INVENTORIES ETC.