



BARNETT RICHARDS

We let. We manage. We care

LANDLORD INFORMATION:

Prior to letting Leasehold premises, you should ensure that the lease permits a sub-let and that written consent or a license is obtained where necessary. We will require all owners valid ID (photo and home address & proof of property ownership for the let address). We will and are legally obliged to carry out a Sanction Check on each Landlord.

MORTGAGES:

If the property you intend to let is mortgaged, we advise you to obtain permission to sub-let from the mortgagees.

INSURANCE:

We strongly advise that you contact your broker and/or your Insurers and notify them of your intention to let the premises. Barnett Richards can offer assistance for both building and contents cover, additionally there are products covering legal assistance and rent.

INCOME TAX:

OVERSEAS LANDLORDS – Under the Finance Act 1995 landlords must apply for an exemption certificate to be issued by HMRC to the agent permitting rent to be paid to the landlord without deduction for tax. Only the landlord can make the application which, if granted, will be issued directly to Barnett Richards. Until an exemption certificate is received, Barnett Richards are legally obliged to withhold tax at the basic rate from the net rental income. For further information, telephone the Inland Revenue, financial intermediaries and claims office.

UK LANDLORDS – We strongly advise that you appoint an accountant/tax advisor regarding your tax liability, including stamp duty.

APPLIANCES:

No responsibility is accepted by Barnett Richards in respect of any loss and/or damage caused by any defect in the domestic appliances. It is your responsibility to ensure a test is made on all appliances prior to the property being let and that this is repeated annually. We are happy to arrange for these inspections to be carried out on your behalf.

GAS APPLIANCES AND BOILERS – Must have a CP12 issued by a Gas Safe registered company and renewed annually. The CP12 must show as passed and safe to use for each gas appliance.

ELECTRICAL INSTALLATION (EICR) – It is a legal requirement that the installation (fixed wiring, etc) is safe to use. Landlords must ensure the electrical installation is safe when the tenancy begins, and that it is maintained in a safe condition throughout that tenancy. An inspection and report must be carried out by a qualified electrician, i.e. NICEIC qualified, and must be reported as 'Satisfactory'.

ENERGY PERFORMANCE CERTIFICATE (EPC) – EPC is legal requirement and must have a minimum rating as stated by the government.

PROPERTY LICENSE – Your property may legally require a Property License. Please check the relevant council's website for further information and we are happy to assist.

SAFETY SOFT FURNISHINGS:

Must comply with fire safety regulations.

POST:

Barnett Richards will not be held responsible for collecting and forwarding mail. We advise that you arrange a postal divert is set up with the Post Office.

RENT:

Barnett Richards will inspect the property and advise of a current market rent. The rent quoted by us is exclusive of utility bills and council tax, unless stated otherwise. The landlord remains liable for ground rent, service charges and buildings insurance.

MARKETING:

All advertisements are included in our fees unless otherwise stated.

TENANTS:

Employers or accountants, bank statements, and previous landlord references (if applicable) will be acquired on all applicants and are made available for inspection (subject to the tenants confirmation under privacy/GDPR regulations) before any contracts are finalised, except in cases where tenants claim Housing Benefit. Prior to referencing a meeting between the Landlord and Tenant(s) can be arranged if so desired to ensure you are completely satisfied with the proposed occupants.

INVENTORY:

We recommend a full inventory of furniture and effects should be prepared before a tenant takes occupation. Whilst we are happy to prepare this in house, we always recommend you using a qualified inventory company.

Barnett Richards will not be held responsible for testing electrical equipment or appliances. Although we will compile a summary of furniture and effects, a full inventory can be arranged by a professional inventory company which is chargeable.

DEPOSIT AND RENT:

Taken in accordance with government guidance and limitations

PROPERTY MANAGEMENT:

Whilst every effort will be made by Barnett Richards to collect rent and ensure that the tenancy agreements are adhered to, the Landlord will be responsible to initiate and settle the cost of any legal action should this prove necessary. We would recommend that you instruct your own Solicitor in all instances. We have a well-proven system of vetting tenants and an excellent track record, which greatly reduces any risk of such problems. Barnett Richards are not responsible to cover a landlords legal costs, including and not limited to the eviction of tenants for non-payment of rent, failing to vacate a property or for anti-social behaviour.

RENT INCREASE:

Barnett Richards will carry out local research before formally letting tenants know of an annual rent increase that requires two months notice in advance. If the tenants are not agreeable, we will try and negotiate between all parties. If the tenant decides to object through the first-tier tribunal, additional fees will apply for Barnett Richards to represent a landlord in court at £480 including VAT per working day and payable in advance. Any paperwork prior to this regarding rent increase will be included within our management service.

OUTGOINGS:

Where instructed we will pay any current outgoing such as insurance premiums, service/maintenance charges, ground rent etc., and will endeavour to query any obvious discrepancies, although it must be understood we will pay without question such demands and accounts which appear in order should sufficient funds be available.

REPAIRS REPLACEMENTS AND INSPECTIONS:

1. We will investigate any request for repairs or maintenance brought to our attention by the tenant and will arrange for the work to be carried out, in any emergency or in any case where repairs are less than £750.00 including VAT. In all other cases estimates will be obtained and made available for approval.

2. Periodic inspections will be carried out on the premises whilst under our management services. However, it should be appreciated that any such inspection can only extend to apparent and obvious defects and would not amount in any way to a structural survey of the property. We cannot accept responsibility for hidden undetected defects. During periods of un-occupation Barnett Richards will, where instructed continue to manage the property for a fee to be agreed separately. During these periods of un-occupation, we may find it necessary to employ a gardener and/or domestic cleaner at the Landlord's expense. The Landlord agrees to indemnify Barnett Richards, as your agents, against any reasonable charges imposed or incurred whilst on your behalf in the pursuit of our normal duties.

TENANT INTRODUCTION FEES:

On Barnett Richards finding a suitable tenant(s) and upon commencement of the tenancy agreement, our commission will be charged as follows: Introduction of a new tenant: half of the first month's rent plus VAT and subject to a minimum fee of £1140 including VAT. The fee is payable in advance and deducted from the first month's rent. Please note this one-off fee applies whilst the tenant remains at the property, there is no fixed term associated with our tenant introduction fee and charged per new let.

MANAGEMENT SERVICE:

We will deduct 10% Plus VAT from the monthly rent received. If we are managing the property and the tenant leaves within the first 6 months from the date of occupation, we will offer one free re-let. If they leave between 6-11 months of first day of occupation, a discount of 25% will apply to the re-let fee. 12 months onwards, a full fee for the relet is payable.

SELLING FEES:

Should the tenant agree to purchase the property at any time in the future, we will reduce our selling fee of 3% to 1% provided that the account is settled within 10 days of legal completion. All fees are subject to VAT at the current rate.

In some instances, we can offer a reduced management fee. This will be discussed at the time of our initial market appraisal and prior to the signing of the marketing agreement. All fees are payable at the commencement of the term which will be deducted from monies received from the tenant. Any difference owing to the Landlord will be settled within 5 days and any difference due from the Landlord will be deducted from subsequent rent payments. b) Fees are not reimbursed if the tenant(s) vacate the property before the end of the term, and the agent cannot be held responsible. Under Management Letting Contract, the unused portion of the management charge is reimbursed. Introduction fees subject to a minimum fee of £1140.00 including VAT at the current rate.

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