

THE LANDLORD'S GUIDE TO SUCCESSFUL LETTING

IN ENGLAND

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RMS | Rook
Matthews
Sayer

WELCOME TO THE GUIDE TO **SUCCESSFUL LETTING**

This guide is intended to be read alongside our '[Agreement for Letting Services](#)' and provides more detail of our services and some useful information. It aims to provide you with advice for successfully letting residential property, including a summary of relevant legislation and regulations.

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WHAT RENT TO AIM FOR

We will be happy to advise you on the current market rental value for the property. Please note that normally the tenant is responsible for outgoing charges such as gas, electricity, water (including sewerage and environmental charges), telephone, other fuel and council tax, and you will be responsible for outgoing charges such as service charges and ground rent.

PREPARING YOUR PROPERTY FOR LETTING

There may be steps you could take to improve the prospect of a successful letting and to increase the rent. Ideally, the property should appear in good order externally and inside, be thoroughly cleaned and any necessary refurbishment and repairs carried out before prospective tenants are shown the property. We recommend neutral colour schemes and professional cleaning, as well as clearing the property of all personal effects. We can also advise on what furniture should be left in the property. The aim is to make it easier for tenants to imagine themselves living there and helps the property to appeal to the widest possible audience. If you would like help with repair or redecoration, please ask our branch for details.

For further advice on how to ensure proper evidence of cleaning and condition please refer to the information on check-in and check-out later in this guide.

You will also need a current Energy Performance Certificate (EPC) for the property and an Electrical Installation Condition Report (EICR), EPC and EICR requirements are covered in more detail later.

CONSENTS TO LET YOUR PROPERTY

If your property is subject to a mortgage, or is held by you on lease, you may be required under the terms of the mortgage or lease to ask the mortgage company or the freeholder (or head lessor) for permission to let the property. If you are unsure about your position or how to go about asking for permission then it is advisable to speak to a solicitor. All owners of the property as recorded with HM Land Registry must be aware of and consent to the property being let.

It will be a term of your buildings and contents insurance that you advise your insurer of your intention to let. Some insurers will not permit this or will require extra premiums or an increased excess. Specialist insurance for let properties, to include landlord's public liability cover is available through us and details are provided later in this guide.

LICENCE AND/OR PLANNING PERMISSION REQUIREMENTS

Licensing and/or planning permission requirements are becoming more commonplace for the letting of a normal residential property to one occupant or family but if you have any doubt about the permitted occupancy of your property you should seek professional advice. Where you are letting in circumstances where the property will be a 'house in multiple occupation' (HMO) then many local authorities require registration of the landlord and licensing of the property. We can advise you whether the property is likely to qualify as an HMO and whether any registration or licence is required. More details are provided later in this guide.

There are numerous other legislative and regulatory requirements, some with significant penalties, for a landlord of residential property. It is very important that you are aware of these and we will provide a summary later in this guide.

PRIVATE RENTED SECTOR LANDLORD OMBUDSMAN AND PRIVATE RENTED SECTOR DATABASE

You must ensure that you comply with any legal obligation to join the Private Rented Sector Landlord Ombudsman and to register with the Private Rented Sector Database. Your membership and registration must be maintained for the duration of the tenancy. When introduced both the Ombudsman and Database are expected to be mandatory for landlords of Housing Act Tenancies.

MARKETING YOUR PROPERTY

You will want your property to be marketed as soon and as widely as possible, but it is not lawful to start marketing without a current EPC (which we can arrange for you) which has to be provided to prospective tenants. You are not able to legally market or rent out a property with an EPC rating of F or G under the Minimum Energy Efficiency Standards (MEES). More details are provided later in this guide.

We market to all applicants registered with us and we will also display your property on our own website, as well as Rightmove, Zoopla and OnTheMarket. We will erect a 'to let' board but please note that in certain circumstances you may need consent for this from persons with an interest in the property. There may also be restrictions in place under bye-laws or where the property is in a conservation area.

Marketing your property at the correct figure is important as landlords can no longer legally accept a figure in excess of the advertised rent.

LANDLORD CHECKS

In order to comply with money laundering and sanctions legislation, we will need to request personal data from you. We will ask you for documents to confirm your identity. We will use some of your personal data to carry out electronic identity verification using a third-party provider. Where you are acting on behalf of a company, we may also carry out electronic identity verification on beneficial owners or persons connected with the company. This is not a credit check, and although it will leave a soft footprint on your credit file, it will not affect your credit score. Your information will be used to verify your identity, perform sanctions and Politically Exposed Persons (PEPs) checks. The results of these checks will only be used to fulfil our Anti-Money Laundering requirements.

THE RIGHT TENANT

It is very important to check, as far as possible, that the prospective tenant has permanent employment or other secure income and a satisfactory credit history. It is not possible to guarantee that a prospective tenant will not default, or damage the property, or cause other problems, but the tenant should be required to undergo referencing, including a credit check, to assess their ability to meet their contractual obligations. Sometimes the tenant may need to offer a separate guarantor who will also need to be assessed carefully. We will arrange this for you and you will be provided, on a strictly confidential basis, with a copy of the report (which will not contain background, verification of bank details or criminal record checks).

We are not responsible for the accuracy of any information contained in the references nor do we warrant that a tenant is suitable and/or will perform the obligations contained in the tenancy agreement.

We will not make a recommendation, and the decision whether or not to accept the tenant is yours. Where circumstances permit we recommend that the landlord meets the prospective tenant.

Upon completion of the referencing process we will pass the references to you for approval before entering into the tenancy agreement. We will not enter into a tenancy agreement until you instruct us to do so.

All landlords have the legal responsibility to carry out a 'Right to Rent' check to ensure that a prospective tenant and other permitted adult occupiers have the right to live in the UK. We can assume responsibility where, as part of the services provided under this agreement, we undertake prospective tenant referencing on your behalf as set out above, we will assume responsibility for carrying out the initial right to rent checks.

Additional follow up checks will be required when either your tenant's right to rent expires or a permitted occupant or tenant changes during the tenancy. Where you have instructed Fully Managed service, we will undertake these additional follow up right to rent checks on your behalf.

Where you have selected our Tenant Find, or Rent Managed service, you hereby accept full responsibility for carrying out any further right to rent checks that might be required under the Immigration Acts 2014 and 2016 and for any prosecution, fines and potential prison sentence for failing to comply with the legislation. In addition the Immigration Act 2016 introduces, or such other Applicable Laws in force prior to the commencement of any tenancy of the Property, the obligation for landlords to evict any tenant whose time-limited Right to Rent has expired and not been renewed, and has introduced new rules to facilitate this.

We will charge you a fee once the tenant(s) have signed the tenancy agreement for carrying out both the referencing and the Right to Rent checks for the tenancy the cost to you is set out in the 'Agreement for letting services' Additional Charges. You will not be charged for any tenant's failed application.

THE TENANCY AGREEMENT

For a residential letting the agreement used will be that prescribed by the regulations in place at the time. The tenancy agreement is of course a contract binding on you and your tenant and you should ensure you are familiar with its terms.

You should be aware that there are also several important statutory obligations upon landlords as explained later in this guide.

It is very important to use an up-to-date and properly drafted tenancy agreement and to ensure that the form used is relevant to your particular let. It may be that your mortgagee, or superior lessor or landlord, will require certain terms to be inserted. If you are in any doubt you should speak to your solicitor. Subject to that we will provide a form of agreement which is regularly reviewed and updated by specialist lawyers and which will include your address to comply with provisions of the Landlord & Tenant Act. The cost to you is set out in the 'Agreement for Lettings Services' Additional Charges. We cannot accept responsibility for a tenancy agreement (or for any other documents) introduced by another party (e.g. by you, a tenant, a relocation company, or a solicitor) and which we have not prepared.

As a result of the Renters Rights Act 2025, Housing Act tenancies no longer have a fixed term and instead continue until either the landlord or tenant brings the tenancy to an end. A tenant can do this by serving you with 2 months-notice at any stage. Landlords can end a tenancy after an initial 12 months by serving their tenant with 4 months-notice if they wish to either sell the property or to move into it. We can arrange to serve the appropriate notice. When notice is served for either purpose, the property cannot legally be marketed or re-let for 12 months after expiry of the notice, or should the tenants fail to vacate, from 12 months after the date you issued a claim for possession.

Landlords can increase the rent to a market level a maximum of once in a 12 month period but not within the initial 12 months of the tenancy or since the last increase. We will review the rental figure with you and, where appropriate, serve notice to increase the rent. If the tenant disagrees with the rental increase and refers it to the First-tier Property Tribunal for a decision, we can assist by providing evidence to justify the proposed increase.

Our 'Agreement for Letting Services' provides authority for us to sign the tenancy agreement on your behalf although we will not do so until we have your written instructions that you are happy with the prospective tenant.

If you have chosen our Fully Managed or Rent Managed service you agree to notify us of any change in your address so that we may inform the tenant as required under the 'Landlord and Tenant Act 1987'

STUDENT TENANCIES

A tenancy with 3 or more individuals all of whom are full time students at the start of the tenancy and who share a toilet, bathroom, or kitchen is a student tenancy. Landlords of student properties can, using Ground 4A of The Housing Act, serve 4 months' notice to bring the tenancy to an end between June 1st and September 30th. The ability to use this ground is subject to 2 provisions: i. The tenancy was not agreed more than 6 months before it started, and ii Advance notice is provided of the landlords' intention to use ground 4A. Please confirm to us in writing if you require this advance notice to be included within the tenancy agreement. Whilst for Fully Managed landlords we will endeavour to remind you at the point notice under Ground 4A for possession can be served, you will be responsible for advising us in writing that you require service on your tenant. (See "Additional Charges").

PETS

For Housing Act tenancies, as a Landlord you must comply with regulations in place at the time and not unreasonably withhold consent for a Tenant to keep a pet where that consent is sought in writing. This includes but is not limited to any requirement to respond within a set period, after which consent will be deemed to have been granted. Reasonable grounds for refusal include where a superior landlord prohibits pets, and where the property is not suitable for the size of pet. Tenants will be able to challenge refusal through the Private Rented Sector Ombudsman (when introduced) or through the courts.

TENANCY DEPOSITS

The Tenant Fees Act 2019 restricts the deposit that can be taken to 5 weeks rent, (6 weeks if rent exceeds £50,000 p.a.), and when an existing tenancy is renewed the deposit should also not exceed 5 weeks with any excess refunded to the tenant.

Tenants should be required to provide a deposit or a guarantor who will stand as surety for the deposit. We are registered and insured under the Government approved Deposit Protection Service (DPS) for the lawful holding of tenant deposits. The responsibility for raising a deposit dispute under DPS rests with the tenant.

Under our Fully Managed or Rent Managed service, when we receive a tenant's deposit on your behalf, we will serve the Prescribed Information Notice and comply with the initial requirements of the Deposit Protection Service (DPS) on your behalf, (see 'Additional Charges'), unless you give us prior written instructions to the contrary before we receive the deposit.

Where we are instructed on a Tenant Find service and you do not want us to protect the deposit on your behalf (see 'Additional Charges'), it will be your responsibility to protect it as required by law. A tenant and certain other persons affected (Relevant Persons) may apply through the courts for compensation of at least the amount of the deposit, and up to three times the deposit, if the landlord (or someone acting on the landlord's behalf):

- a. *Fails to give prescribed information within the Statutory Time Limit; or*
- b. *Fails to comply with the initial requirements of an authorised scheme within the Statutory Time limit; or*
- c. *Notifies the tenant or Relevant Persons that the deposit has been protected in a scheme, but the tenant or Relevant Person cannot obtain the scheme's confirmation that the deposit is protected.*

If you do not give us written instructions that you want to make your own arrangements for deposit protection, we will hold deposits relating to your properties under the terms of the Deposit Protection Service (DPS). We must comply with the rules of the Scheme, and this means that we will not be able to act on your instructions with regard to the deposit if those instructions conflict with the Scheme rules.

The Scheme rules are available to view at www.depositprotection.com. A very important point for you to bear in mind is that we do not hold the money, the money is held with the DPS. This means that means that we can only pay money from the deposit if:

- a. *Both landlord and tenant (and Relevant Persons) agree in writing; or*
- b. *The court orders us to do so; or*
- c. *A full and final decision has been made by a DPS adjudicator*

During the tenancy

Our standard form of tenancy agreement provides that the deposit will be held within our DPS account.

Where there is no dispute about the deposit at the end of the tenancy

At the end of a Housing Act tenancy, and as relevant to specific Non Housing Act tenancies, we will liaise with you to ascertain what (if any) deductions you propose to make from the deposit, or have already agreed with the tenant.

Where you have selected our Fully Managed service we will help you to try and resolve any areas of dispute within a reasonable time (including obtaining quotations, estimates or arranging contractors on your behalf in accordance with your instructions).

Where you have selected our Rent Managed or Find Tenant service, and we hold the deposit under the Deposit Protection Service, then you need to agree with your tenant what deductions, if any, are appropriate and once agreed we require confirmation in writing from you and the tenant before we can release the deposit accordingly.

Where there is a dispute about the deposit at the end of the tenancy

You must use reasonable efforts to reach a sensible resolution to the dispute as soon as practicable after the tenancy ends.

Where you have opted for our Fully Managed service, we will perform a final inspection and subject to your instruction, submit to the DPS setting your reasons for claiming deductions from your tenant's deposit or for resisting a claim by the tenant.

If both parties cannot come to an agreement, we will act on behalf of you as the landlord. Any further queries will be sent to adjudication with the DPS, where evidence will be given from both parties.

Where you have opted for our Rent Managed or Tenant Find service and instructed us to register the deposit with the DPS on your behalf, you will be responsible for notifying us of any deductions or claim, liaising with your Tenant regarding the claim and providing us with the evidence toward the claim.

If the parties agree to the adjudication, the adjudicator's decision is full and final; there is no right to appeal. Further information about adjudication is available on the DPS website.

If we believe there are deductions due or that a full release should be made to the tenant, and we have advised you of this but you have not responded within 30 days of the tenant vacating, we must act therefore we will update the DPS in accordance with our suggestions and written confirmation will be given to you.

All monies will be returned to either party within 10 days of written agreement from both parties to release part or whole deposit or of their adjudication.

If you order any work to be done at the property before a dispute has been resolved, you take the risk that the cost will not be included in any part of the deposit which may be returned to you.

It is unwise to make any assumption about the outcome of a dispute over a deposit.

Time limit for submitting a dispute to Alternative Dispute Resolution

The time limit for sending a dispute to the Tenancy Deposit Scheme for Alternative Dispute Resolution (ADR) is 3 months from the end of the tenancy in all cases. If no claim for ADR has been submitted within that time, the parties will need to negotiate a settlement or use some other means of resolving their dispute (for example, court proceedings).

Where the tenancy does not fall under the Housing Act

In this case the deposit does not have to be protected by law. However, we can still register a deposit on your behalf with the DPS.

Inventory: If it becomes necessary to take advantage of Deposit Protection Service dispute resolution service (or any other form or arbitration) you will need to provide evidence for your deposit deductions claim. This will usually include a comprehensive inventory, check in and check out report, together with signed schedules of condition. Awards can be automatically made in favour of the tenant, if such evidence cannot be provided.

Where you have elected not to have an inventory and schedule of condition, we reserve the right to respond on your behalf to the Deposit Protection Service in answer to your tenant's registration of a dispute. If you do not instruct us to protect the tenant's deposit within our DPS account, then the process for Tenant Find Landlords listed under "Tenancy Deposits" will apply.

You must in such circumstances provide your tenant with the statutory 'Prescribed Information' and a copy of your chosen scheme rules and register or lodge the deposit with your chosen scheme within 30 days of its being received by you (whether the funds have cleared or not). If you do not do so then the tenant can take legal action against you in the County Court which may result in an order that you must repay the deposit to the tenant or lodge it with an approved custodial scheme. In addition, you can be ordered to pay compensation to the tenant of an amount up to three times the original deposit. You will be unable to serve a notice to end the tenancy and to enable you to commence possession proceedings until you have complied with such an order.

Where you have instructed us not to hold your tenant's deposit our standard form of tenancy agreement will not comply with the rules of the deposit scheme you have chosen. It will be your responsibility to ensure your tenant is provided with appropriate Prescribed Information, along with the scheme rules, and the protection certificate. You must also ensure that the necessary clauses are included in the tenancy agreement.

You should consult your deposit scheme provider to ensure full compliance with their scheme and the statutory requirements.

Should the tenant pay the deposit to us in error before the start of the tenancy and you are a member of an approved deposit protection scheme you must provide us with proof of membership and a copy of the deposit protection certificate before we will release the deposit to you.

In either case you must meet all the deposit protection requirements within 30 days of its having been initially received by you or your agent.

COLLECTION OF INITIAL RENT AND DEPOSIT

The agreement will of course specify the monthly rental and their cash deposit. It is very important that, before the tenancy commences and the tenant is let into the property, the tenant has paid the first month's rent and the deposit. Where you have selected our services we will arrange this.

RENT PROCESSING DURING TENANCY

The following information applies where you have selected our Fully Managed or Rent Managed service. After collecting the initial rent payment, we will continue to process the rents received from your tenant throughout the tenancy. We will deduct any fees or expenses due, and electronically forward any balance due to you to your nominated UK based bank account.

We will endeavour to action all payments within two working days of the rent due date and being notified that the funds have cleared into our account. (Please remember that bank clearing times are usually three working days, but this may vary). We are unable to make payments into non-UK Bank accounts. You will need to provide us with details of a UK bank account. Where we are instructed to make payments into a Non-UK bank account, this will attract an additional fee to reflect the increased cost and administration of such transfers. (See fee set out in "Additional Charges"). A full statement of account will be sent to you after the end of each month, so long as there has been activity on your account during that month. For speed and convenience we will email statements to you, so please supply us with an email address for this purpose. There will be a charge if you wish us to send hard copy statements in addition to the emailed ones - see 'Additional Charges'.

Where we are processing the rent and rent payments are late, we will issue reminder letters and a final reminder advising the tenant that legal action may be taken. At this time, we will contact you and ask for your instructions, but we will not be actively chasing your tenant for outstanding rent after this time. You may wish to deal with the matter yourself or consult a solicitor.

Please understand it will always be your responsibility to take legal action, instruct a solicitor or protect your position. We will assist you where possible, but once a solicitor has been instructed we will take no further action other than assist where appropriate.

Please note we will not be held responsible if your tenant fails to pay the contractual rent.

INCOME TAX

Under current UK tax legislation you have an obligation to declare all rental income received on any property in the UK to HM Revenue & Customs (HMRC).

For all landlords (where we process rent), we will provide you with a statement of income and expenditure on an annual basis to help you with your tax situation. (See 'Additional Charges').

Making Tax Digital (MTD)

You should be aware of your responsibilities regarding MTD and ensure compliance with HMRC regulations. Advice is available from HMRC and tax advisors.

Resident Landlords

Under the Finance Act 2011, paragraph 18 of schedule 23, we have a legal obligation to inform HMRC of all rent collected on behalf of landlords by tax year. (See 'Additional Charges').

Non-resident Landlords

A letting agent for a non UK resident landlord (or the tenant where there is no letting agent and the rent is more than £100.00 a week) must deduct tax at the basic rate from the landlord's rental income unless HMRC permits payment without deduction.

Online non-Resident Landlord forms

Under the Non-Resident Landlords Scheme (NRL), landlords can apply directly to HMRC - Charity, Assets & Residence - Residency Dept. - for approval to receive the rent without tax being deducted, by completing an online NRL form. NRL1i for individuals, NRL2i for companies, NRL3i for trustees. These online forms are available on the HMRC website www.hmrc.gov.uk/international/nr-landlords.htm.

The old paper based NRL forms are no longer available, applications can only be made online.

Separate applications have to be made by each owner of a property, including husbands and wives. Applications can be made any time, including before you leave the UK, or before the tenancy has started.

If HMRC grants an approval they will write directly to us and issue us with an approval number for you - this is the only way we can stop retaining tax. Where approval is granted, this does not mean that the income is exempt from UK tax, only that tax does not have to be deducted prior to payment. The approval is not transferable and must be in the name of the current letting agent handling the rent.

Where we are processing the rent and are required to deduct tax, we will submit quarterly and annual returns on your behalf and prepare the final certificate. We will make a quarterly charge for doing this (see 'Additional Charges'). Although you may give a 'c/o address' for correspondence, we are required by HMRC to hold your actual residential address on file.

Where HMRC has issued an Approval to a Non-Resident Landlord, we are required to submit an annual return to HMRC, and we will make an annual charge for this submission (see 'Additional Charges').

Our 'Agreement for Letting Services' explains what requirements have to be met before we are permitted to account for rent to landlords resident overseas without deduction of tax. If you would like further information relating to the Non Resident Landlords' Scheme (NRL) please let us know or talk to your accountant.

INVENTORY/CHECK IN/OUT PROCEDURE AND CLEANING

We strongly recommend that an inventory of contents and schedule of condition is prepared before a tenancy starts. This provides vital evidence in the event that the tenant is found to have caused any damage or removed any items and for that reason it is best to instruct an RMS property inspector to conduct an inventory. This is included in the Fully Managed and Rent Managed service. Without a credible inventory it may be very difficult to make any court claim against the tenant for damage or theft and the landlord's attempt to claim against the tenant deposit may be rejected. However, please note that normally the inventory does not include the testing of appliances, testing the central heating system, or moving furniture.

Where a Landlord requests RMS prepare an inventory under the Tenant Find service, you will be provided with a quote based on property size and whether it is unfurnished or furnished. The Landlord pays for the preparation of the inventory, with a copy of the report will be provided to the Tenants, and the cost of checking the inventory at the beginning of the tenancy.

Where you have selected our Fully Managed service, we will prepare an inventory on your behalf and a check-out inspection at the end of the Tenancy. Where you have selected our Rent Managed service, we will prepare an inventory on your behalf, should you wish for us to carry out a check-out inspection, please notify us. The cost to you is detailed in the 'Additional Charges' section.

We strongly recommend that the property is professionally cleaned prior to the commencement of the tenancy, so that this can be noted in the schedule of condition. Without this it is becoming increasingly difficult to make any claim against a tenant for cleaning at the end of a tenancy. We also recommend that the receipted invoice for any pre tenancy cleaning is retained as additional proof. This will set the required standard of cleanliness for the property on the termination of the tenancy, subject of course to wear and tear.

COUNCIL TAX AND UTILITY SUPPLIERS

Council tax will normally be paid by the tenant, however, please note that you will remain liable for payment of council tax where you retain any part of the assessed property for your own use or where the letting is categorised as a house in multiple occupation (HMO). In such cases it is important that the tenancy agreement provides for appropriate contributions to be recovered from the tenant(s). This also applies if the property is not the sole or main residence of the tenant.

A landlord will also be liable for council tax if any part of the property is retained and the initial fixed term of a non-Housing Act tenancy is for less than six months.

The law does not permit a landlord to require a tenant to use any particular utility supplier. However we recommend comparing tariffs and if appropriate accounts can be changed to a new supplier before the tenancy starts or during the tenancy with the tenant's agreement. We will supply you with meter readings (where applicable) as long as the inventory clerk has been able to access the relevant meters at the time of the check in and/or out. To support you in meeting your legal obligations we provide your contact details to OVO Energy Ltd, to register the correct party with your local Council and the incumbent water provider. OVO Energy will complete the registration on your behalf where this is possible and we will act on your instruction.

The water supplier may contact you to provide further information about its services and products and conclude an agreement with you for those services and products.

Under the Water Act 2003 a landlord cannot refuse a tenant's request to install a water meter to the property. Once a meter has been installed, it is not possible to revert to the previous rated system. Section 45 of The Flood and Water Management Act 2010 places an obligation on the landlord to provide the tenant's contact details to the water company.

Energy Supplier

To assist you in tenancy commencement and exit we will, in the absence of any objection, arrange for the gas and electricity to be transferred to a nominated energy supplier during any period that the property is unoccupied, and liaise with the nominated energy supplier, local authority and water provider(s).

For further information please refer to Utilities and Preferred energy supplier in our "Agreement for Letting Services".

VISITING THE PROPERTY

It is very important that the landlord visits the property from time to time to check that it appears to be in good condition and to ensure there are no obvious signs of damage by the tenant or of other unsatisfactory tenant behaviour. The tenancy agreement will provide for the landlord to be permitted to view inside the property at stated intervals on reasonable notice.

If you have selected our Fully Managed service we will make visits as described in the 'Agreement for Letting Services' or we may arrange this with contractors, or agents. The aim is to assess the general condition and decorative state of the property (excluding lofts, garages, outbuildings and basements - unless classed as formal living accommodation under Building Regulations). These are not surveys, do not cover latent inherent or structural problems, and do not form part of an inventory check. A visit will be carried out periodically

subject to access being granted by the tenant, and that it is safe to do so with no other local or national restrictions are in place. Please note that we are unable to use any keys to the property without the tenant's express consent and are unable to force entry.

REPAIRS AND MAINTENANCE

Where you have chosen our Fully Managed service we will instruct RMS contractors on your behalf. We act as your agent so that the contract will be directly between you and the contractor. Any recourse in relation to the works or to payment for the works will be between you and the contractor. We cannot accept responsibility for commissioning repairs or maintenance if we are holding insufficient funds.

We will not commission major works, such as re-roofing or replacement of a boiler, without your first approving the estimate. In such cases or if the works need to be inspected, then an arrangement charge will be payable (see 'Additional Charges') but we do not accept responsibility for the quality of the work.

In the case of minor work required to meet your responsibilities under the tenancy agreement, we will, on your behalf, authorise contractors to carry out work up to £200 (ex VAT) provided we are in funds. If practicable, for example if there is no urgency, we will obtain your prior consent to incur any greater expenditure.

You should arrange for any boilers, stoves and any other appliances using solid fuel, gas or oil to be serviced annually by a qualified contractor in order to ensure they are working efficiently and safely. Should you require us to arrange this please confirm in writing.

Where you have a warranty for a newly built property, or a repair/maintenance/service agreement for the property or for a boiler or other goods, then you must advise us if these include a requirement to employ a named contractor or to obtain prior authority for repairs. If we are not aware of this then we cannot accept liability if your warranty or service agreement is invalidated.

We do not accept responsibility for the quality of the works or any other default of a contractor. Unfortunately, we cannot make any payment from your rental balance to contractors or suppliers not instructed by us.

Major repairs or other works

A landlord should advise the tenant of any major repairs, construction or maintenance works due to be carried out to the property, or to adjoining properties, as these could breach the tenant's right to "Quiet Enjoyment". Should you be aware or deemed to be aware, this might give your tenant grounds to take action against you for breach of contract and misrepresentation.



TERMINATIONS AND RENT REVIEWS

For Housing Tenancies from May 1st 2026, the tenant may leave the property at any stage subject to giving the landlord two months prior notice. It is important for you to understand the changes and any impact on your ability to gain possession prior to entering a new Housing Act tenancy from 1 May 2026.

Previous assured shorthold tenancies that were in place on 1 May 2026 automatically became Assured Periodic tenancies. The only way to secure possession from 1 May is to serve a section 8 notice giving a reason for requiring possession of the property based on a Ground, and proving that Ground should you need to take court proceedings if your tenant does not vacate.

Any valid section 21 notice that was served before 1 May 2026 may still be able to be used until 31 July 2026 but there are special rules that apply and no section 21 notice can be relied upon in Court beyond 31 July 2026. Where instructed we will apply a suitable rent review as part of our Rent Review Service. Additional fees apply, see section "Additional Charges". Where the tenant vacates the property by agreement, or in accordance with a court order, it will be necessary for the deposit to be returned to the tenant unless the landlord files a claim (which may be for outstanding rent or damage to the property or its contents) more details are set out below.

PERIODIC TENANCIES

A periodic tenancy has no set end date and usually continues on a month by month basis. Housing Act Tenancies are periodic in nature from the outset, whilst Non-Housing Act tenancies can enter into a periodic state where a tenant remains at the end of a fixed term and no replacement fixed term has been agreed/entered into. Where instructed we will once in every twelve months review the rent as part of our Rent Review Service. Additional fees apply, see section "Additional Charges".

WHERE A TENANT DEFAULTS

Where a tenant is in breach of the terms of the tenancy agreement (for example by failing to pay the rent or persistently paying late, by damaging the property or contents, or by making unlawful use of the property or creating a nuisance to others) the landlord is entitled to serve a formal legal notice requiring the tenant to correct the situation within four weeks. If the nuisance or breach is ongoing and serious then court proceedings can be commenced immediately after the notice is served. If the tenant fails to respond adequately within that time then possession proceedings can be commenced.

If the tenant remains in occupation after any court order takes effect then eviction is only possible using a duly authorised bailiff and in accordance with the order. You should be aware that the courts do not always grant possession orders promptly and in some cases will allow the tenant to remain in occupation if arrears of rent are paid. The court may also take a less serious view about damage to property or contents than the landlord expects. It is also often the case that a tenant who is in default will submit a defence or counterclaim to the court which may, for example, allege defects in the property or lack of maintenance or repairs. Consequently possession proceedings can become complicated, protracted and expensive.

The landlord may then be prejudiced by the delay in being unable to re-let the property, or to recover arrears or the cost of repairs from a tenant (who may be unable to pay or difficult to trace irrespective of the court order).

For possession proceedings you will need to seek independent legal advice. We will not be responsible for any legal action that may ensue between you and your tenant at any stage during or following the tenancy.

Nothing in this guide should be taken as constituting legal advice and we strongly advise landlords to seek specialist legal advice in relation to obtaining possession and recovering arrears of rent and cost of repairs.

SAFETY REQUIREMENTS

We have mentioned earlier some instances where the law imposes obligations and constraints upon landlords. The following information is intended to offer you a summary on how the law affects your responsibility to take care of your property and its contents in order to ensure the safety of all who might happen to be there whether tenants or visitors. This information on safety is for your guidance but is not exhaustive and should not be relied upon as legal advice. It does not limit your responsibility to your tenant. For the avoidance of doubt our Services do not cover communal areas within a building regardless of whether or not they are owned or under the control of the Landlord.

Please note that you should speak to your insurer to make sure you have adequate cover in relation to the death or injury of an occupier or anyone else who might be in the vicinity of your property. Your insurer provider will explain the protection available if you take out landlord's buildings and contents insurance.

Building Safety

As a Landlord you are, under certain circumstances, legally required to have a comprehensive Fire Safety Risk Assessment conducted for your property and to implement all recommendations arising from this assessment.

This assessment should be carried out by a competent person and reviewed regularly, particularly following any significant changes to the property or occupancy. You must keep records of all fire and building safety related matters.

For apartments which lead onto shared hallways, commercial premises, landings, or stairs, regardless of the number of apartments in the building, you must ensure that fire safety requirements are met, including but not limited to the front door of the Property meeting the required fire safety standards, including appropriate fire resistance rating, self-closing mechanisms, and intumescent strips where necessary.

Where communal parts of a building are not under your direct control, you have a responsibility to proactively liaise with the Freeholder or their managing agent regarding all building safety related matters. This includes requesting copies of fire risk assessments for communal areas, confirming compliance with fire safety regulations, and reporting any concerns about fire safety in these areas.

For the avoidance of doubt, our Services do not extend to communal parts of the building, including but not limited to the front door of the Property, regardless of whether they are owned or under the control of the Landlord. The Housing Act 2004 introduced a system (the Housing Health and Safety Rating System (HHSRS)) for local authorities to assess housing conditions in England and Wales, and it is the owner/landlord's responsibility to ensure that properties are let in a suitable condition. You undertake that the property is compliant in all respects with current building safety legislation, including but not limited to the Regulatory Reform (Fire Safety) Order 2005, Fire Safety Act 2021, and the Building Safety Act 2022.

The Furniture and Furnishing (Fire) (Safety) Regulations 1988 as amended

These regulations apply to soft furnishing such as mattresses, padded headboards, bed bases, sofas, sofa-beds, armchairs, cushions, pillows, furniture with loose or fitted covers, children's furniture, garden furniture which may be used indoors, etc. All such items are required to meet certain minimum fire safety standards and to display approved labels.

Exemptions: furniture/furnishings manufactured or reupholstered before 1950 and after 1989. When you instruct us to market your property to let, you give us authority to remove, at your expense, any item that does not comply or does not have an approved fire label attached.

OUR THOROUGH CHECKS ENSURE YOU'RE ALWAYS IN CONTROL

BRITISH
PROPERTY
AWARDS

2024 - 2025

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GOLD WINNER

LETTING AGENT IN
NEWCASTLE UPON TYNE
(NE2-3)

BRITISH
PROPERTY
AWARDS

2023 - 2024

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LETTING AGENT IN
NEWCASTLE UPON TYNE
(NE2-3)

BRITISH
PROPERTY
AWARDS

2022 - 2023

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GOLD WINNER

LETTING AGENT IN
HEXHAM

BRITISH
PROPERTY
AWARDS

2022 - 2023

★ ★ ★ ★ ★

GOLD WINNER

LETTING AGENT IN
WHITLEY BAY



Gas Safety (Installation and Use) Regulations 1998

It is a criminal offence to let a property with gas appliances, installations and pipe-work that have not been checked by a properly qualified and registered engineer. You will need to provide us with a copy of a current Gas Safety Record before the tenancy commences or we can arrange this for you. The tenant must be given a copy of the report within 28 days of the inspection being carried out and in the case of a new tenancy the tenant must be given a copy of the report at the time they take occupation. If you are found guilty of non-compliance, you will have a criminal record and also face a fine or imprisonment, or both. It is important that you check the report when receiving it from the contractor to ensure that all gas appliances are listed on the report and that they have been passed as safe. Any recommended remedial works should be carried out before the start of the tenancy.

We cannot put a tenancy in place unless you have provided us with a current safety check that complies with our company policy or you have instructed us to arrange this on your behalf. If you do not provide us with a new check before the last one expires we will instruct a test on your behalf with one of our recommended contractors without further reference to you and make any necessary deduction from your account.

Landlords can obtain a Gas Safety Record up to two months before the current certificate expires and keep the same expiry date, so not losing the unexpired balance of the previous Gas Safety Record.

Oil Fired Boilers

You have a responsibility to ensure that oil fired boilers are safe and maintained at regular intervals by a qualified professional and should demonstrate compliance with those obligations through the provision of an annual Oil Firing Servicing Report.

Electrical Equipment (Safety) Regulations 1994

Any person supplying electrical equipment with a rented property must ensure that it is safe, will not cause danger and satisfies the requirements of the regulations. All electrical equipment must be safe and constructed with good engineering practice. The landlord is responsible for providing an instruction booklet for each item of electrical equipment.

Portable Appliance Testing

All electrical appliances should be Portable Appliance Tested (PAT) before the commencement of a tenancy and regularly thereafter as directed by the electrical engineer.

The Electrical Safety Standards in the Private Rented Sector (England) Regulations 2020.

Under the above regulations, all let property in England must have a fixed wiring test, and any remedial works undertaken. Tests must be carried out every 5 years and the regulations state that properties must meet the 2018 edition of the IET Wiring Regulations (BS 7671:2018).

No new tenancy can start without the test undertaken and remedial work completed.

The electrical safety check report must be provided to the tenant before the new tenancy starts, so needs to be put in hand well before the intended letting is to start. We advise commissioning an electrical check as soon as the decision is made to market the property.

The most common form of electrical test in use is the Electrical Installation Condition Report (EICR). These are only valid for 5 years. An Electrical Installation Certificate for the whole property is acceptable, but not if only for part of the property. Please note these Electrical Installation Certificates are now only valid under these Regulations for 5 years, even if the Certificate states a longer period.

For clarity urgent remedial works are classified under the Regulations as "urgent remedial action" means such action identified in a report under regulation 3(3) as "is immediately necessary in order to remove

the danger present and risk of injury". We understand that anything on an EICR which is deemed either C1 "danger present" or C2 "potentially dangerous", must be rectified or if a FI "Further Investigation Required" item it must be investigated and if required rectified. With regard to C3 "Improvement recommended", these are recommendations only. No new tenancy can start with any outstanding C1, C2, or FI items on the EICR.

In cases where remedial works are required, these must be carried out within 28 days of the inspection. Once carried out the remedial works need to be certified and this confirmation certification and the original EICR must be provided to each tenant and to the Local Housing Authority within 28 days of completion. A Local Housing Authority can request a copy of an EICR report and this must be provided within 7 days.

Please Note: The re-test date noted on an EICR takes precedence over that on an EIC. If the qualified person incorrectly records a short re-test date on an EICR when Category 1 or 2 hazards and FI notifications are recorded, they should be asked to correct this. An EICR with an expired re-test date risks challenges at court when possession is sought or in the event of an incident.

Failure to comply could result in the Local Authority issuing a Civic Penalty notice against the landlord of up to £30,000.

We will ask you whether you will be arranging for Fixed Wiring and PAT tests yourself, or if you require us to arrange these on your behalf. The cost of any safety tests will be charged to you and we must be in cleared funds to carry these out.

Electrical Installation Condition Report for Houses In Multiple Occupation (HMO)

It is mandatory for any property designated as an HMO, whether or not it requires a licence, to have a current satisfactory Electrical Installation Condition Reports (EICR). A new satisfactory report must be obtained when the current one expires.

Please note: If the property is in our opinion an HMO (whether or not it requires a licence), we will on your behalf instruct a qualified electrician to carry out a new EICR when necessary if you have not notified us that you are arranging this or you do not provide the new EICR in time.

Building Regulations Part P (Electrical Safety In Dwellings)

Works, repairs, maintenance, etc. on 'electrical installations' in certain areas of a property are known as 'notifiable works' and as such must only be completed by a 'competent person'. Failure to comply with these regulations is a criminal offence, which could result in a fine and/or imprisonment.

Smoke and Carbon-Monoxide Alarm

Landlords must install at least one smoke detector on each floor of the property that is classified as living accommodation (including bedrooms and bathrooms).

A carbon monoxide alarm must be installed in any room which is used wholly or partly as living accommodation and which contains a fixed combustion appliance, including wood burning stoves, gas/oil boilers and fires but not ovens and hobs.

Alarms must be tested and confirmed as working on the first day of the tenancy.

Damp and Mould

You must ensure the Property is maintained in a condition fit for human habitation from the outset and for the duration of a tenancy. This includes, but is not limited to, taking all reasonable steps to prevent and promptly address issues relating to damp, mould, and excess condensation within the Property. You are responsible for ensuring that the Property is maintained and has adequate natural and/or mechanical ventilation and heating available to minimise the risk of damp and mould growth.

Whilst tenants have a duty to ventilate and heat the Property appropriately, they are not responsible for damp and mould issues arising from structural or maintenance issues.

If a tenant reports the presence of damp and mould, the underlying cause should be promptly investigated and the tenant updated on the intended course of action within any regulatory time-frame in place at the time.

Legionnaires Disease

The Health and Safety Executives have issued a new Code of Practice for assessing the risks of Legionella in residential property. We recommended that as a landlord you should carry out a risk assessment of your property prior to any letting especially if there are open water tanks, redundant pipes, cooling systems or a swimming pool. We request that a copy of any written risk assessment is provided upon instruction. By signing our 'Agreement for Letting Services' you acknowledge that you are aware of your responsibility for the safety of the tenant at the property and confirm that you have considered all risks regarding Legionnaires Disease. Should you want us to arrange a Legionella Risk Assessment on your behalf please confirm this in writing, the cost of this is set out under 'Additional Charges' in the 'Agreement for Letting Services'. Further information is available at <http://www.hse.gov.uk/legionnaires/symptoms.htm>.

Window Blind Cord Safety

You must make sure that window coverings at the Property are safe with all cords and chains secured with appropriate safety devices to prevent the formation of hazardous loops.

General Safety

It is your responsibility to ensure that the property you are offering for letting is safe and meets the requirements of the Housing Health and Safety Rating System, and if you are not certain whether your property complies then you should seek independent professional advice from a Health and Safety expert.

OTHER RELEVANT LAW & REGULATION

Homes (Fitness for Human Habitation) Act 2018

In England this Act now gives tenants the right to take direct legal action against their landlord if their property is in such poor condition that it is 'not fit for human habitation' at the beginning and throughout the duration of a tenancy, they can seek damages plus request that the property is brought up to a good state of repair.

The Act sets out what will be considered under this legislation, namely Repair; Stability; Freedom from damp; Internal arrangement; Natural lighting; Facilities for preparation and cooking of food; Water supply; Drainage and sanitary conveniences; Ventilation; and facilities for the disposal of waste water, plus any of the 29 hazards covered in a Housing Health and Safety Rating Assessment.

Landlords are well advised to ensure their property is in a good state of repair and that any issues with heating, hot water, damp, condensation and ventilation are identified and remedied. Defending a tenant's claim could prove to be expensive with having to instruct lawyers and expert witnesses, therefore we recommend any issues of disrepair are investigated immediately and rectified.

Houses in Multiple Occupation (HMO)

Broadly an HMO will exist when one building (e.g. a house) or part of a building, (e.g. a flat), is lived in by two or more individuals who do not live together as a single household and who share one or more basic amenities. It can also apply in certain circumstances to a building, or part of a building, which consists of self-contained flats but which was not converted to the standards set by the 1991 Building Regulations and still does not comply with those regulations. It is a statutory requirement that an EICR is obtained for such properties. This report must be renewed every five years and will involve the inspection of all existing electrical installations.

Mandatory Licensing

Some HMOs are subject to mandatory licensing, and if your property is affected by this you must supply us with a copy of the licence to enable a tenancy to proceed. An HMO is subject to a mandatory licence if all of the following apply:

- a. *The building or part of the building (see above) is classed as an HMO, and*
- b. *It is occupied by five or more people, who form two or more households, who are sharing one or more basic amenity.*

Where you have let out your property to five or more people, who form two or more households, or propose such a letting you must have obtained a licence or risk prosecution and a significant penalty.

Minimum Room Sizes

In England councils are able to set minimum bedroom size standards and also introduce limits on how many people can live in each bedroom of a licensed multiple occupancy home. Councils will be able to use national minimum standards or apply even tougher requirements in order to address specific local needs.

The national minimum standards for bedrooms will be for 1 person 10 years old or above will have to be no smaller than 6.51 square meters, and those slept in by 2 people over 10 years old will have to be no smaller than 10.22 square meters. Rooms slept in by children of 10 years and younger will have to be no smaller than 4.64 square meters. You must ensure that any licensed property meets the national minimum standard or that imposed by your local council.

Waste Storage and Disposal for HMOs

In England landlords are required to provide adequate waste storage facilities in line with their local authority's rules. If they fail to do so they could face a fine.

Additional Licensing

Local authorities have the power to introduce additional licensing for HMO properties and are permitted to set different criteria to those for mandatory licensing. Typically these criteria will be more stringent and will differ from one local authority to another.

It is the owner/landlord's responsibility to apply for any required HMO licence and comply with the HMO legislation as detailed in the Housing Act 2004 and the Management of HMOs (England Regulations 2006). This includes obtaining an EICR and the need to carry out a fire safety assessment of the property and keep a log of the findings.

Smoke alarms must be checked and maintained in full working order, all necessary fire safety equipment should be provided and means of escape clearly indicated and kept free of obstruction. It is a landlord's responsibility to ensure that any fire extinguisher provided to the property is serviced on an annual basis and a record kept of this. In order to be issued with an HMO licence both the landlord and any managing agent will have to meet the 'fit and proper person' requirements. As members of ARLA, we meet this requirement.

A licence may not be transferred to another person. The cost of an HMO licence is subject to local housing authority discretion.

Section 257 Houses in Multiple Occupation

Some local authorities operate licensing schemes for Section 257 HMOs. A Section 257 HMO is a building which has been converted, or partly converted, into self-contained flats where that conversion did not comply with appropriate building standards (specifically the 1991 Building Regulations) and where less than two-thirds of the flats are owner occupied. Where these criteria are met, both the building and the individual may require a licence. As a Landlord it is important for you to be aware of whether the local authority require Section 257 HMOs to be licensed. Where this is the case, you must obtain a licence and meet the necessary requirements associated with its provision.

Penalties for Non-Compliance with the HMO Regulations

There are potentially significant penalties that can be imposed for either breaching (management or occupancy) conditions of the licence or for operating an HMO without a licence:

- a. *Financial penalties up to £20,000*
- b. *Civic Penalty Notice of up to £30,000 per offence*
- c. *A Section 21 Notice is invalid until a licence is obtained*
- d. *In extreme cases, a tribunal can additionally order that rent be repaid to tenants*

Some local councils may require all HMOs to have planning consent for change of use from “family” use to “HMO” use.

For further information and to clarify if your property requires a licence/planning consent please contact your local housing authority.

Selective and Additional Licensing

In certain parts of the country local authorities now require every let residential property within a selected area to be licensed whether or not it is an HMO. Before introducing additional licensing, a local authority must demonstrate that there is a particular market need to justify such a scheme as part of its overall local housing strategy.

As with other licensing schemes local authorities can charge a fee for issuing a licence and failure to comply with the licence conditions can lead to a penalty being imposed on a landlord.

Planning Permission

You must ensure that you have the correct planning permission for the proposed use of the property. You should bear in mind that where an “Article 4 Direction” is in place, this may restrict the right to change between use as a dwelling for a single household or as a house of multiple occupation without specific permission. A change of use as a larger HMO will ordinarily need permission. You should instruct a planning consultant if you need further advice or to make a planning application.

Private Rented Sector Landlord Ombudsman and Private Rented Sector Database

You must ensure that you comply with any legal obligation to join the Private Rented Sector Landlord Ombudsman and to register with the Private Rented Sector Database. Your membership and registration must be maintained for the duration of the tenancy.

Housing Health and Safety Rating System (HHSRS)

The Housing Act 2004 introduced this system for local authorities to assess housing conditions in England and Wales and it is the owner/ landlord’s responsibility to ensure that properties are let in a suitable condition. This is a “health and safety risk assessment” method of inspecting and approving rental accommodation.

This legislation is complex and covers 29 different areas of risk and hazard, which will be weighted and graded, depending on how serious they are. This considerably extends the 9-point Housing Fitness System of the Housing Act 1985 used previously.

The system provides a method of grading the severity of threats to health and safety in a dwelling, working on the assumption that a dwelling should provide a safe and healthy environment.

For this purpose there are four groupings of housing profiles,

- a. *Physiological requirements - damp and mould growth, excess cold, excess heat, pollutants*
- b. *Psychological requirements - space/crowding, security, lighting, noise*
- c. *Protection against infection - domestic hygiene, food safety, pests/ refuse, personal hygiene, sanitation/drainage, water supply*
- d. *Protection against accidents - falls (e.g. associated with baths, between levels, stairs, handrails), electrical hazards, fire, structural collapse, entrapment.*

The assessment process considers the severity of each hazard by reference to those people who, based on age, would be most vulnerable to that hazard - even though those people may not actually be living in the property at the time, as the Act also considers any potential visitors to the property. For further information please contact your local housing authority.

Minimum Energy Efficiency Standards (MEES)

It is unlawful for landlords to grant new tenancies, extend or renew a tenancy for a property that has an energy efficiency rating of F and G on its EPC.

The landlord will need to make improvements to the energy efficiency of the property, in order to achieve this an assessment needs to be carried out to firstly ascertain what works have been carried out since the EPC was produced which would raise the rating and secondly, what improvements are required to raise the EPC band to a minimum level of E.

Failure to comply with these mandatory requirements comes with some fairly heavy fines for noncompliance, £2,000 if the breach is for less than 3 months rising to £4,000 if the breach has been going on for 3 months or more.

Deregulation Act 2015

Under the Deregulation Act 2015, where a tenant has reported a repair then this needs to be adequately responded to and addressed within 14 days otherwise the tenant can escalate this to the local authority. The local authority can take action and serve a Relevant Notice.

In addition under this Act you will have a legal requirement to provide your tenant before the tenancy starts with a current valid EPC, Gas Safety Record (if applicable), Electrical Installation Condition Report (EICR) and a copy of the Government’s “How to Rent” Document.

Land Registration Act 2002 Additional Addresses for Service

We recommend that you as a landlord should provide to the Land Registry with up to 3 addresses (not including the property to be let) so you can be informed if an application is received which may affect your legal rights to the property. Further information can be obtained from the Land Registry 0300 006 0411 or from the website www.gov.uk/protect-land-property-from-fraud.

Sale of Property whilst Tenanted

Should you sell the property whilst still tenanted, you need to instruct your solicitor to deal with all matters relating to the apportionment of the rent between you and the purchaser, bearing in mind the rent might have already been paid to you. Where we are managing or collecting the rent, we will also require written confirmation from the solicitor on what date the purchaser is entitled to start receive the rent. We will not become involved in any rent apportionment

The deposit will continue to remain protected within the Tenancy Deposit Protection Scheme that was set up at the tenancy commencement.

Insurance Claims

Financial Conduct Authority (FCA) regulations normally prevent your letting agent from processing insurance claims under buildings and contents on your behalf.

INFORMATION ON OUR LETTINGS SERVICES



INFORMATION ON OUR LETTINGS SERVICES

This document is designed to clearly detail the services on offer and any relationship between the different brands and providers you may encounter along the way. Should you need further help or explanation at any point, please let us know and we will be more than happy to provide further assistance.

CUSTOMER VERIFICATION

We are committed to carrying out measures to help prevent financial crime and protect ourselves and our customers from fraudulent activity and identity theft. We therefore carry out an electronic ID verification check for all applicants. This is not a credit check and will not affect your credit score, although a note of the check will show on your credit file.

If you have any questions, please refer them to your Lettings Negotiator.

MONEY LAUNDERING (AMENDED) REGULATIONS 2022

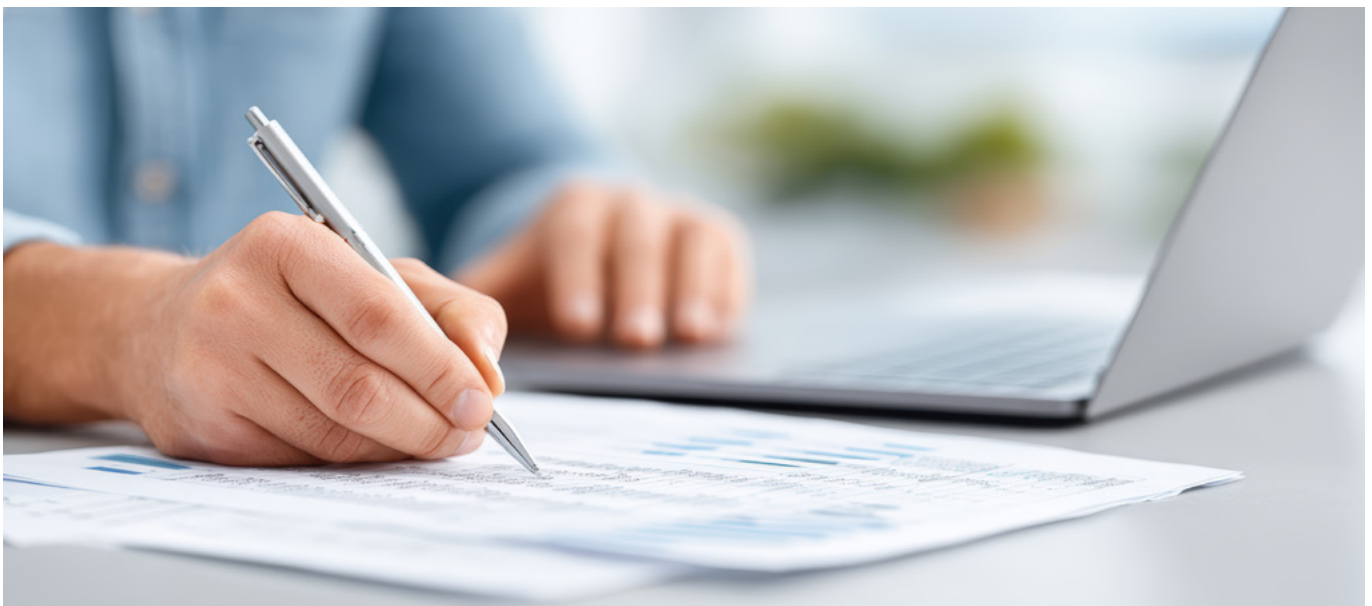
In order to comply with Money Laundering (Amended) Regulations 2022, we will request personal data from you.

We will ask you for documents to confirm your identity and address and, in the case of a purchase, will request evidence of funding and the source of any funds being used. We will also use some of your personal data to carry out electronic identity verification.

The data collected will be processed for the purposes of preventing money laundering and terrorist financing and will not be used for any other purpose without your express permission. (For those customers using our mortgage services, the financial data that you provide may also be used for the purpose of establishing affordability).

If you are using the services provided by one of our business partners (e.g. mortgage lender, insurance provider, conveyancer) we may pass your details to them for the purposes of preventing money laundering and terrorist financing.

Under current Data Protection legislation 'relevant authorities' such as the police, government departments and local authorities with regulatory powers are able to request access to personal data without the consent of the data subject for the purposes of the prevention or detection of crime.



HOW WE USE THE INFORMATION YOU GIVE US

Please read this and keep it safe. It shows how seriously we take our responsibilities when it comes to collecting and processing your data, how we use your data and your statutory rights in relation to your data.

HOW WE USE YOUR INFORMATION

We will use the information you give us in any of the following 4 ways:

1. Performance of a contract - this is where we need to collect and process your data so we can carry out something you have asked or contracted us to do, for example:
 - Registering you on our systems
 - Providing a full estate agency and lettings service to buyers, sellers, landlords and tenants
 - Providing conveyancing services
 - Providing mortgage services
 - Creating and managing your on line account
 - Processing payments for our services
 - Providing a full range of buying, selling, renting or letting services
2. Legal obligation – sometimes we need data from you to meet our legal responsibilities, for example:
 - Protecting against and preventing fraud, unauthorised transactions, tax evasion or claims
 - Meeting money laundering regulations
 - Confirming your identity
3. Consent – in this case, we will process your data because you have given us your clear and unambiguous consent to do so, for example:
 - Letting you know about other products, services, offers, programs and promotions available through Connells Group or their partners
4. Legitimate interests – some information is processed by the companies within Connells Group as part of its legitimate interests, which include (but is not limited to) network and information security, opting out of communications, direct marketing, web analytics, updating customer details, lettings, sales and other core services. This is required to:
 - Manage risk exposure and agent or franchise quality, integrity, compliance and security of business processes
 - Operate, monitor, evaluate and improve our products, services and websites.

THIRD PARTIES

Depending on which products and services you choose from us, you may become aware of certain third parties, which could include;

If you are **buying or selling**; contractors installing for sale boards, the buyer/seller of your property and their conveyancer, providers of EPCs, housebuilders/developers involved in your transaction, companies carrying out professional photography and floorplans, mortgage companies

involved in the transaction, comparison services for utilities, phone or broadband, other estate agencies involved in your sale or purchase.

If you are a **landlord**; your tenant(s), contractors installing to let boards, managing agents for the building, maintenance contractors, deposit protection scheme providers, local council for payment/collection of council tax, utility companies for payment of utility bills, insurance providers in the case of a claim.

If you are a **tenant/guarantor**; the landlord, the managing agents for the building, maintenance contractors, contractors installing to let boards, companies providing referencing and tenant checking services, deposit protection scheme providers, local council for payment/collection of council tax, utility companies for payment of utility bills, insurance providers in the case of a claim.

If you are buying or **selling at auction**; the buyer/seller and their conveyancer, mortgage/finance companies involved in the transaction, the freeholder and managing agents (if it is a leasehold property).

We will specify the names of the individual third parties at the relevant time.

We will talk to you about other products and services we can provide when the time is right. We will also share your data with The Property Ombudsman Scheme, the Association of Residential Letting Agents and other consumer regulatory bodies as part of our regulatory duties.

HOW LONG DO WE KEEP YOUR INFORMATION?

We keep your data for as long as is reasonable for the purposes set out in our privacy notice, and to fulfil our legal and regulatory obligations. For further information on this, you can email our Group Data Protection Officer at DPO@connellsgroup.co.uk.

YOUR STATUTORY RIGHTS

You have a number of rights concerning the personal information we use. These include the right to:

- ask us for access to a copy of the personal information we hold about you
- ask us to correct your personal information
- ask us to delete your personal information

Further details are available at <http://www.connells.co.uk/privacy>

For information concerning the collection, use and processing of personal information by any of our business partners or suppliers, please contact your main/nominated contact at our branch/office.

WHO IS THE DATA CONTROLLER?

Connells Residential will act as a data controller in respect of the details you provide. Our full address is Connells Residential, Cumbria House, 16-20 Hockliffe Street, Leighton Buzzard, Bedfordshire, LU7 1GN. ICO Registration Number Z5658625.



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Matthews
Sayer

15 Branches across the region

www.rookmatthewssayer.co.uk

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RMS Estate Agents Limited is registered in England and Wales under company number 8756469, Registered Office is Cumbria House, 16-20 Hockliffe Street, Leighton Buzzard, Bedfordshire, LU7 1GN. VAT Registration Number is 500 2481 05.

For activities relating to regulated mortgages and non-investment insurance contracts, RMS Estate Agents Limited is an appointed representative of Connells Limited which is authorised and regulated by the Financial Conduct Authority.

Connells Limited's Financial Services Register number is 302221.

MS/RMS/7259/02.24