



TERMS OF BUSINESS AND GUIDELINES

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1. WHY CHOOSE US?

What makes Sussex Student Lettings different from other letting agents?

- **We are a Social Enterprise:**

We're not profit-driven. As a social enterprise all our profit after operating costs is spent on providing a range of advice & support services for students. This makes us different; however we believe it also makes us better, as we take a unique approach to lettings management that ensures we really do work harder for you the landlord.

- **Office Location:**

Our on-campus location means we have unrivalled access to the students, as well as University staff. This allows us to advertise properties through exclusive means across campus; student and staff newspapers/ events/ housing talks and fairs. The Union's professional infrastructure includes a marketing department. Our convenient location also makes the lettings process easier, from viewings through to managing the tenancies (collecting rent payments/ dealing with maintenance issues) as students can easily pop in to see us between lectures.

- **Additional Support Services:**

The Students Union's excellent 'Advice and Representation Centre' can offer additional support to students throughout their tenancy including financial and personal, which could affect student's tenancies if not resolved at an early stage.

- **Trusted by students (and free!):**

Being part of the Students' Union means that the students already have an on-going relationship with us through using the range of services the Union provides, which creates an element of trust and familiarity that they are unlikely to have with other agencies.

We also don't charge any administration fees to the students, making us their financial preference also!

- **Primary Purpose is a GREAT SERVICE:**

The agency's primary purpose is to provide good accommodation and a great service to students, and in doing so ensure that both students and landlords receive the best customer service possible from our agency.

We guide students through the tenancy process to the best of our ability, by providing students with a lot of information when they move in to a property, including the refuse and recycling dates in order to keep properties (and the gardens) in good order. Copies of our 'Top Tips for Students' document can be found at www.sussexstudentlettings.com. We also provide them with additional resources to guide tenants through the whole tenancy process, to make sure they fully understand their responsibilities and liabilities.

Please note- we are members of the Property Ombudsman Scheme (TPOS), and also the NALS Client Money Protection Scheme.

2. THE PROPERTY

HOUSES IN MULTIPLE OCCUPATION (HMO)

There are two schemes for Licensing Houses in Multiple Occupation (HMOs) in Brighton & Hove:

1. City-wide National Licensing, and
2. Additional Licensing for smaller HMOs in five wards (began on 5 November 2012)

1. City-wide National Licensing

The Housing Act 2004 requires landlords of HMOs to apply for licences. The HMOs that need to be licensed are as follows:

- three or more storeys, which are
- occupied by five or more people forming two or more households (ie people not related, living together as a couple, etc), and
- which have an element of shared facilities (eg kitchen, bathroom, etc)

As far as licensing is concerned, attics and basements are included as storeys if they are used as part of the living accommodation.

Landlords or their agents need to apply to the council's Private Sector Housing team for an HMO Licence. Licences are issued for a period of up to five years and a new licence has to be applied for when they expire. Licences are not transferable and a new application is necessary if a property changes hands.

2. Additional Licensing for smaller Houses in Multiple Occupation (HMOs) in five wards

Following extensive consultation Housing Committee has agreed to the introduction of additional HMO Licensing. **From 5 November 2012, additional licensing will apply in the following five wards in Brighton & Hove:**

- Hanover & Elm Grove
- Moulsecoomb & Bevendean
- St Peter's & North Laine
- Hollingdean & Stanmer
- Queen's Park

If you are unsure if an HMO is in one of these wards go to www.brighton-hove.gov.uk and enter the address or postcode of the house. Click on local information and then select 'What's my ward?'

The additional licensing scheme came into operation on 5 November 2012, and unless the scheme is ended beforehand, lasts for a period of five years. It will apply to smaller houses in multiple occupation, consisting of two or more storeys, with three or more occupiers from two or more households sharing facilities.

Properties that are required to be licensed need to meet certain standards. Details of these standards are available from Brighton and Hove Council. If you think your property may need to be licensed or have any questions, please ring Private Sector Housing on (01273) 293156 or email us on psh@brighton-hove.gov.uk.

3. SERVICES AND COSTS

Sussex Student Lettings are able to provide four services to landlords; Room Only' 'Let Only' 'Rent Collection' and 'Full Management'.

Room Only

The Room Only service costs 60% of One Month's Rent (the rental price of the room) + VAT.

The initial set-up fee will be determined by the Landlord's requirements, and whether or not they are a 'Resident Landlord'. The cost of the initial set up fee includes the referencing, Tenancy Agreement, and the registration and transfer of the tenancy deposit to the Deposit Protection Service. If all of these services are required it will be a maximum of £175 + VAT.

The service is identical to the 'Let Only' service listed below.

Let Only

The Let Only service is a one off fee of Two Weeks Rent + VAT (minimum fee of £350 + VAT)

Plus a set-up fee is £175 + VAT, which includes the referencing, Tenancy Agreement, and the registration and transfer of the tenancy deposit to the Deposit Protection Service.

What does our Let Only Service included?	
Full marketing of the property	✓
Arranging and attending viewings	✓
Tenant selection and negotiating the terms of the tenancy	✓
Referencing all tenants and guarantors	✓
Preparing and executing the Tenancy Agreement	✓
Preparation of an Inventory/Schedule of Condition (this is an additional cost)	✓
Collecting the Deposit and transferring it to the DPS for registration and holding.	✓
Preparing the initial standing order for future rent payments	✓

Rent Collection

The Rent Collection service costs 7% + vat of the monthly rent.

Plus a set-up fee is £175 + VAT, which includes the referencing, Tenancy Agreement, and the registration and transfer of the tenancy deposit to the Deposit Protection Service.

What does our Rent Collection Service included?	
Full marketing of the property	✓
Arranging and attending viewings	✓
Tenant selection and negotiating the terms of the tenancy	✓
Referencing all tenants and guarantors	✓
Preparing and executing the Tenancy Agreement	✓
Preparation of an Inventory/Schedule of Condition (this is an additional cost)	✓

Collecting the Deposit and transferring it to the DPS for registration and holding.	✓
Preparing the initial standing order for future rent payments	✓
Monthly Rent Collection and Transfer to the Landlord	✓
Dealing with rent arrears- contacting both tenants and the guarantors	✓

Full Management

The Full Management service costs 10% + vat of the monthly rent.

Plus a set-up fee is £175 + VAT, which includes the referencing, Tenancy Agreement, and the registration and transfer of the tenancy deposit to the Deposit Protection Service.

What does our Full Management Service included?	
Full marketing of the property	✓
Arranging and attending viewings	✓
Tenant selection and negotiating the terms of the tenancy	✓
Referencing all tenants and guarantors	✓
Preparing and executing the Tenancy Agreement	✓
Preparation of an Inventory/Schedule of Condition (this is an additional cost)	✓
Collecting the Deposit and transferring it to the DPS for registration and holding	✓
Preparing the initial standing order for future rent payments	✓
Utility companies notified of the tenancy details and meter readings	✓
Monthly Rent Collection and Transfer to the Landlord	✓
Arranging mid-tenancy property clean and end of tenancy deep clean (this is an additional charge)	✓
Dealing with rent arrears- contacting both tenants and the guarantors	✓
Property Inspections (approx. every 3 months)	✓
Arranging all maintenance repairs (charged additionally as per the contactor)	✓
Overseeing the end of tenancy arrangements	✓
Check Out & Final Inspection (this is an additional cost)	✓
Negotiating and advising all parties regarding any deposit deductions	✓

All of our services are completely “no let no fee” meaning that if we don’t find you a tenant you won’t pay us a thing!

4. TENANCY

THE TENANCY AGREEMENT:

Our standard Assured Shorthold Tenancy Agreement covers most eventualities. This can be altered to include any special terms or conditions relevant to your circumstances or to cover any unusual features of the property.

THE TENANCY TERM:

Our tenancies are for an initial fixed term usually of between eleven and twelve months, starting in September and ending the following August, but this may vary depending on individual circumstances and if the contract is not in line with the academic year.

STARTING THE TENANCY:

Due to the nature of student tenancies, once Guarantors have been obtained we will draw up the Tenancy Agreement incorporating any special conditions that you or the property requires. We will request that the tenants sign the Tenancy Agreement and pay the rent and deposit as soon as possible after the paperwork is complete, in order to have the tenancy confirmed well in advance of the move in date.

5. RENT, DEPOSITS & INSURANCE

PAYING THE RENT

We encourage our students to pay their rent by Standing Order, however some tenants prefer to come to the office and pay by cash or card. For 'managed properties' we then pay you monthly by direct transfer from our account to your Bank/Building Society account, usually within 48 hours of cleared funds arriving in our Bank.

'Let only' landlords will receive need to discuss their preference with the tenants directly.

DEPOSITS

Legislation came into force in April 2007 requiring that all deposits must be protected by a tenancy deposit scheme.

Sussex Student Lettings are members of the My Deposits scheme, which means we register each property deposit with the scheme, but physically hold the money in our client account. We can then allocate the return of the deposit at the end of the tenancy, once any deductions have been agreed between all parties. More information is available at www.mydeposits.co.uk. Should you wish to hold the deposit and register it with your own scheme, you are able to and do so but must provide Sussex Student Lettings with your membership details.

Landlords wishing to retain the deposit themselves will need to join one of the three government approved schemes. These are; mydeposits.co.uk, the Tenancy Deposit Scheme (TDS) or the Deposit Protection Service (DPS).

INSURANCE

It is essential that you inform your home insurance company, preferably in writing, that the property is to be let and then receive their confirmation that they will still be providing full insurance cover. This is entirely your responsibility - in the event of a claim, if the insurance company have not been informed of the tenancy, they will almost certainly not pay out.

All tenants will be encouraged to obtain contents insurance to cover their own belongings.

6. PROPERTY REPAIRS

As part of our 'Fully Management' service Sussex Student Lettings will arrange any maintenance repairs to the property. However the costs of these repairs will be charged to the Landlord.

Whilst our normal Terms of Business include a mandate to spend an amount determined by you on normal everyday maintenance and repair, we will always endeavour to contact you to discuss the situation before spending any money.

Should an emergency at the property occur, we will also endeavour to contact you to discuss the situation before authorising a repair. However if we are unable to contact you we have a duty to ensure that emergencies are dealt with as quickly as possible, and may therefore have to authorise a repair on your behalf.

Landlords' using the 'Let Only' service will be responsible for arranging all maintenance. Tenants' will contact the landlord directly should there be any problems.

It must be understood that the tenant is legally entitled to "enjoy" a home kept in reasonable repair and those repairs should be carried out within a reasonable time period.

ACCESS TO THE PROPERTY:

The tenant is legally entitled to enjoy uninterrupted occupation of the property – landlords and agents are not legally allowed to gain access without first providing reasonable notice. It is a criminal offence to harass a tenant.

7. FURNITURE

Where a property is advertised as furnished, all bedrooms must contain a bed, adequate clothes storage space, a desk, chair and curtains or blinds which are properly hung.

Living rooms must have adequate seating for the number of tenants, and kitchens need to be fitted with the white goods- cooker, fridge, freezer, washing machine.

All furnishings must comply with the Furniture and Furnishing (fire safety) Regulations 1988. All electrical items ie. TV's/lamps must comply with the Electrical Safety Regulations.

An unfurnished property should still include fitted carpets, curtains and the kitchen white goods- cooker, fridge/freezer and washing machine.

8. SAFETY REGULATIONS/ OBLIGATIONS

GAS SAFETY

The 1994 Gas Safety Regulations place a legal obligation on you/us to have any gas appliances (including bottle gas appliances) and flues checked and certified annually by a GAS SAFE registered tradesman. A copy of the Landlord's Gas Safety Record has to be supplied to the tenant. Non-compliance is a criminal offence. Cost and inconvenience are reduced if all gas-fired appliances, including central heating systems, are serviced once a year at the same time as they are certified.

ELECTRICAL SAFETY

Landlords are responsible for ensuring electrical safety throughout the property. We highly recommend that you have an electrical safety certificate carried out.

FIRE SAFETY/SMOKE ALARMS/CARBON MONOXIDE ALARMS

Certain houses classed as 'Houses in Multiple Occupation' will legally require smoke alarms. Landlords must contact the Private Sector Housing section of Brighton & Hove City Council to assess what fire precautions are legally required for their property - (01273) 293156 or psh@brighton-hove.gov.uk. **However, we do require every property to be fitted with smoke alarms and carbon monoxide alarms.**

ENERGY PERFORMANCE CERTIFICATES

All rental properties require an Energy Performance Certificate (EPC) by law. A valid EPC must be made available to all prospective tenants upon request.

9. NON/LATE PAYMENT OF RENT

Students are required to provide either a UK guarantor, or a large amount of rent in advance (usually 6 months), so we are happy to report that the vast majority of students pay promptly and without difficulty.

If rent is unpaid, we will try to determine why the rent has not been paid since different causes require different solutions. It is worth considering the following reasons for non-payment:

- Tenants have a grievance and are therefore withholding the rent – most grievances are resolvable and any maintenance issues should be dealt with promptly to prevent this possibility.
- General financial difficulty/loss of part time employment; we have an excellent Advice and Representation Centre who can advise and assist tenants with resolving financial difficulties, including applying for benefits.
- Accident, illness or injury can all cause hiccups in rent payments. A previously good tenant is worth looking after, perhaps by accepting payment of the arrears by instalments. Court action should only be a last resort.

10. EARLY TENANCY TERMINATION

Tenants, perhaps because of a change in circumstances, may want to terminate their tenancy before the initial fixed period has expired. Since they have signed a legally binding document you would be within your rights to insist that the full rent for that period is paid, regardless of whether or not they continue to occupy. However we recommend offering to release the current tenant/s as soon as a suitable replacement tenant/s can be found. We do however ensure that our client, the Landlord, does not suffer financially in the process. In these circumstances we therefore charge the outgoing tenant/s the set-up fees to cover the costs of the new tenant/s references and Tenancy Agreement.

11. PROPERTY STANDARDS

In summary, we expect all properties to adhere to the following list of property standards for the safety and well-being of our students, as well as protecting the landlord:

Safety and Legislation

- A minimum of one smoke detector on each floor
- Carbon monoxide detectors for each gas appliance (boiler/cooker) if in different rooms (and changed every 5 years)
- Furnishings that comply with the Furniture and Furnishing (fire safety) Regulations 1988

- Current landlord/home owner Gas Safety Record. Gas appliances to be checked annually (required by law)
- Domestic Electrical Installation Periodic Inspection Report every 5 years
- An Energy Performance Certificate (required by law)
- House in Multiple Occupation Licence (HMO) where applicable.
- The landlord is to have sufficient Buildings Insurance.
- Each kitchen will be fitted with a fire blanket situated a safe distance away from the cooker so as to be safely removed from its housing in the event of a fire on the cooker.
- Ground floor windows are to have locks/catches, and keys provided where applicable.
- The property is maintained as a reasonably practicable living environment for students, free of avoidable or unnecessary hazards as defined in the Housing Health and Safety Rating System (HHSRS). Particular attention should be paid to hazards such as excess cold, damp and mould, noise, falls on stairs or between levels, fire and entry by intruders. Landlords are required to conduct their own risk assessment for each property - www.communities.gov.uk/publications/housing/hhsrsoperatingguidance

Decorative Standard

- Any agreed pre-tenancy repairs or any intentions on the part of the landlord to undertake improvements during the tenancy should be confirmed in writing before the letting contract is entered into (unless the need for repair arises after the letting contract).
- All properties are maintained in a satisfactory state of repair and in full compliance with the provisions of section 11 of the Landlord and Tenant Act 1985.
- Where a property is advertised as furnished, all bedrooms must contain a bed, adequate clothes storage space, a desk, chair and curtains or blinds which are properly hung. Living rooms must have adequate seating for the number of tenants, and kitchens need to be fitted with the white goods- cooker, fridge, freezer, washing machine.
- All furnishings and furniture are clean and in reasonable condition at the commencement of the tenancy and comply as appropriate with the Furniture and Furnishings (Fire) (Safety) Regulations 1988.