

Michael Morris



Estate Agents

LETTINGS SERVICE



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WHY CHOOSE **Michael Morris?**

WHICH SERVICE
WOULD SUIT ME?

COMPREHENSIVE
FULL MANAGEMENT
OR INTRODUCTION
LET ONLY SERVICE?

We are very much aware that your property is a valuable investment to you and as such we will do our utmost to ensure your peace of mind at times.



FINDING THE RIGHT TENANTS

We endeavour to match the right tenant to the right property by ensuring all tenants meet the referencing criteria. Prospective tenants therefore are charged an Administration Fee.

This administration fee covers the cost of using a specialist referencing company who provide a final report clearly stating whether the applicant would be suitable in terms of salary, rental history and credit history, on this basis the final report will suggest whether or not the landlord should consider agreeing to the tenancy.

TENANT REFERENCING

It is mandatory to have tenants referenced. Since the banning of reference fees by the Government 1st June 2019 this is now paid by the Landlord.

VIEWINGS

We offer a six day week service to enable a flexible appointment and viewing schedule and can arrange accompanied viewings in the early evening. We accompany all viewings unless we are instructed.

ADVERTISING

We create attractive window displays including internal photographs for executive properties taken by our in house photographer. All properties are advertised on our website, on listing sheets handed to customers in the office and other special sites dedicated to lettings.



FURNISHINGS

Your Property Can Be Let Furnished, Part-Furnished or Unfurnished

If you should decide to let your property part-furnished, it is often a good idea to leave curtains and basic kitchen appliances (washing machine, cooker and fridge freezer), where possible. However, we can let your property with any combination of furnishings.

It is important to bare in mind that the Landlord in most cases is responsible for repairing everything that remains in the property, unless damaged by the tenant's wilful neglect.



PREPARATION OF THE PROPERTY

Before you depart the property, we advise that you defrost the fridge/freezer and leave the door ajar to prevent the manifestation of mould and unpleasant odours (this includes dishwashers and washing machines). We would advise generally that all appliances are also left freshly cleaned.

Ideally, the property should be in good decorative order and should be clean and tidy both internally and externally. All windows should be cleaned at the start of the tenancy.

Gardens should be in a tidy condition, since the tenant is required to maintain the condition the appropriate tools should be supplied by the landlord. If the landlord intends to employ the services of a gardener or cleaner, the appropriate arrangements should be agreed and finalised at the start of the tenancy.

It is advisable to add any additional agreement to the contract by way of Addendum. Michael Morris Estate Agents are happy to do this on your behalf.

All gas appliances including the central heating systems should be checked and serviced before the tenant occupies the property. Where possible, maintenance contracts should be taken out and details of these contracts and companies involved should be held at our office together with warranty registration documents, (this applies for full management services only). All appliance operating manuals and instructions booklets should be left at the property for use by the tenant. It is advisable for the landlord to keep copies in the event that they are lost.



ENERGY PERFORMANCE CERTIFICATES

As from 1st October 2008 landlords are required to provide prospective tenants with Energy Performance Certificates for your rented properties. The aim of this new legislation is to make buildings more energy efficient. The key points are:-

- Properties occupied prior to 1st October 2008 do not require an Energy Performance Certificate.
- All new tenants after this date must be given an EPC.
- An EPC is not required for existing tenants on lease renewals.
- Should you fail to provide your tenants or an enforcement officer an EPC when required, you could be expected to pay a £200 fine per property.
- You will also need to pay for an EPC.
- EPC's should be provided to tenants, free of charge in all cases, at the earliest opportunity.
- EPC's are valid for a ten year period.
- You will also need a qualified assessor to carry out the relevant checks for the EPC to comply with the legislation. Assessors can be found on the following register www.epcregister.com. Further information can be obtained from the following website www.communities.gov.uk.

As your managing / letting agent we have a qualified assessor in the area providing this service at a charge of £60.00 per property. If you intend to arrange this, then please let us know and provide us with a copy of the certificate that we can show to prospective tenants at viewings or provide the long reference number so that we can download a copy from <https://www.hcregister.com/searchReport.html>



GAS SAFETY INSPECTIONS

With effect from October 1994, the Landlord has a legal responsibility to maintain all gas appliances (boilers, hobs, ovens, gas fires etc) in the property and supply a current Gas Safety Certificate (CP12), a certificate that has expired is not sufficient. If required, Michael Morris Estate Agents can arrange this on your behalf.

ELECTRICAL PERIODIC INSPECTION

As of the 1st July 2020 it is mandatory to ensure the electrical installations in a property are safe. Landlord must provide an EICR to tenants before they move in and are required by law to carry out any remedial works. It is also the landlord's responsibility to ensure that all the electrical appliances provided are safe before a tenancy begins and throughout its duration. If you would like us to arrange an inspection on your behalf, please let us know. An EICR costs approximately £150.00 inc.VAT.

PORTABLE APPLIANCE TESTING

This is not currently legislation but is recommended, it is then carried out annually. Again this can be arranged by MMEA. Once all portable appliances have been tested a certificate is supplied and a copy given to the tenants. An example of portable appliances can include washing machines, dishwashers kettles, toasters, irons etc. PAT Testing is on required on the landlord's appliances, not the tenants.

INFORMATION FOR TENANTS

Owners are requested to leave as much information as possible at the property for the tenants regarding any issues relating to the property, appliances, etc.

Instructions relating to electrical equipment and central heating systems should also be left, as problems can arise when machines break down because they have not been used properly, due to lack of instructions supplied.

SOFT FURNISHINGS FIRE REGULATIONS 1988

In the event of letting your property furnished, your attention must be brought to the Consumer Protection Act 1987 Section 12(1) and the subsequent 1988 Regulations. Reference guidelines follow below, but if you require further information, please do not hesitate to contact this office.

The following items fall within the regulations:

All furniture, including beds, headboards and mattresses, sofa beds, futons and other convertible beds, nursery furniture, garden furniture, which can be used indoors, scatter cushions and seat pads, pillows, loose and stretch covers.

The following items fall outside the regulations:

Sleeping bags, bed clothes (duvets/pillowcases), loose covers for mattresses, curtains, carpets.

From 1.1.97, all furniture supplied with the accommodation (except furniture made before 1950) must be fully fire resistant. Furniture, which complies, will have a permanent label under the cushions or under the base headed 'Carelessness Causes Fire', followed by the measures taken to make it fire resistant. Furniture made and/or reupholstered before 1950 is exempt, as the hazardous chemicals, which emits dangerous fumes, were not used in manufacturing before this date.

Furniture purchased new after 1.11.98 and for which you can show a receipt of purchase, should comply, as it has been illegal for suppliers to sell non-complying furniture since that date.

Due to the regulations, we cannot let or offer to let property where the furniture does not comply with regulations, either by way of label or by production of the relevant purchase receipt.



SMOKE ALARMS

It is advisable to have smoke alarms fitted in all rented accommodation prior to occupation and that tenants are advised to regularly test them and replace batteries as necessary.

The Building Regulations 1991 require that all properties built since June 1992 must have mains-operated interlinked smoke alarms fitted on every floor.

WHAT IS INCLUDED IN THE RENTAL?

Rents can include or exclude water rates, as preferred, with the tenants being liable for their own council tax, gas, electricity and telephone accounts. Immediately before the tenants take occupation, all utility meters are read by the inventory clerk. The accounts are then transferred into the tenant's name, by the tenant, for the duration of the tenancy. We will contact the Council Tax Office in writing to confirm the start of a new tenancy. We also notify them of the end of the tenancy and give forwarding addresses where necessary.





PROSPECTIVE TENANTS

We place great emphasis on finding the right tenant for the right property, taking careful steps to find out as much as we can about prospective tenants prior to releasing any information about the rental properties on our books. If there is any uncertainty as to the credibility of the prospective tenant, we will not even discuss particulars of your property with them. We also request that all tenants complete our referencing process before taking a tenancy as well as them providing Proof of Identity and Proof of Residency to comply with the Anti Money Laundering Act.

Dilapidation Deposit – As from 6th April 2007 legislation states that all landlords of Assured Shorthold Tenancy's (whether privately managed or managed by an agent) should register the Dilapidation Deposit with one of the schemes approved by the government. See <http://www.direct.gov.uk/en/TenancyDeposit/index.htm> for details of the schemes available. If we are instructed to manage the property we would automatically forward the deposit to the Deposit Protection Service which is a government authorised custodial scheme which also offers an alternative dispute resolution service. See <http://www.depositprotection.com> – this website will be able to answer any questions you might have pertaining the scheme. Please note that Dilapidation Deposits are not required to be included in a deposit protection scheme where properties receive in excess of £25,000 rental income per year or are company lets.

INDEPENDENT INVENTORY

A full inventory of furniture and effects and schedule of condition should be prepared at the start of all tenancies whether managed by an agent or privately by the landlord. We strongly advise that this is done as without this document an accurate assessment of the condition of a property and its contents cannot be made at the start or end of the tenancy. It can potentially both leave landlords and tenants unprotected. In addition failure to provide an independent inventory means that Landlords are not compliant with the Tenancy Deposit Scheme. We use an independent inventory company, prices can be obtained on request and are dependant on the number of bedrooms and level of furnishings. The inventory is signed by the tenant at the start of tenancy and tenants are given one month to return this document signed with any comments. If the inventory is not returned within this period it is automatically assumed that the tenants accept the inventory in its entirety.

As of the government tenant fee ban 1st June 2019 It is the Landlords Responsibility of the Landlord to pay for the check out inventory at the end of the tenancy.

REPAIRS

In order that we can facilitate the ease of any minor and major repairs to the property, for clients on a Full Management Service, it is possible to arrange for a repair limit of £200.00. Repairs exceeding this figure would only be carried out in the case of an emergency. Otherwise, we arrange quotations as applicable and seek your instructions before proceeding. Should you not be happy with a repair limit of £200.00, you are at liberty to increase or decrease it at your discretion.

We use a number of contractors who are willing to take on all manner of jobs. Our electricians are NICEIC registered, we have qualified plumbers and “Gas Safe” gas engineers .

Our builders and decorators are skilled craftsman and we employ a number of reliable handymen for smaller, less complex jobs. We ask that contractors supply us with copies of Public Liability Insurance Certificates before working on any of our properties.

Whilst we do not generally get involved with block management or communal repairs we would ask that you provide us with the details of those companies that do for your particular property, as well as the Freeholder’s contact details. In the instance that a communal problem is affecting a flat we manage, this is important information to hold on file.

MONTHLY STATEMENTS

For Full Management clients, we provide a monthly financial statement and pay funds into your UK bank or building society account each month. We are happy to pay any of the outgoings on the property that you require, including service contracts, insurance, etc. However, at our discretion we may request that a bill be settled directly by you should it exceed one month's rental income.

MORTGAGE

If the property is let under mortgage, it is normally necessary to obtain the mortgage company's consent to the letting. The majority of building societies have approved our contract, however, should there be any special requirements we can liaise with your building society to ensure that they are dealt with. Some lenders will charge an administrative fee, others may increase the mortgage rate by if they suspect that you are letting the property for commercial reasons.

INSURANCE

It is necessary to ensure that there is full fire, building and contents insurance cover for your personal property during the period of the letting.

FREEHOLD

If you are a leaseholder, it may be necessary to inform your Freeholder that you are letting the property. Please refer to your lease.

INCOME TAX

If you intend to be a resident abroad (in excess of six months), it would be advisable for you to appoint an accountant to act on your behalf in relation to income tax matters. You will also need to contact the Inland Revenue to obtain an approval number to receive rental income with no tax deducted.

FINANCIAL ADVICE

If you require advice in relation to a further mortgage on this or another property, Michael Morris Estate Agents can introduce you to an Independent Financial Advisor. They can help you determine the best lender and scheme to suit your requirements. They are also qualified to help you with other financial matters, for example pensions, insurance and investment.



SCHEDULE OF RATES

Full Management Service

Should you be situated abroad for a period of time, intend to leave UK permanently, or are away from the general area, you may consider, opting for our comprehensive Full Management Service. This service is designed to meet all your landlord needs and those of your tenants, which in our experience makes for an easier tenancy for all concerned.

This service includes:

1. Home consultation to advise what income you could achieve in the current market, this is without obligation
2. Marketing your property through local advertising and our office
3. Finding a suitable tenant for your property
4. Undertaking all negotiations with prospective tenants
5. Obtaining credit rating and work and landlord references
6. Accompanying all viewings
7. Collecting the deposit and move in balance in cleared funds
8. Collection of rent for the duration of the tenancy
9. Providing a full statement of account to you on a monthly basis with copies of the Original's of any bills that have been deducted
10. Banking of appropriate monies direct into the Landlord's UK bank or building society account (a paying in book would be helpful)
11. General liaison between tenant(s) and landlord(s)
12. Serving all relevant legal Notices on your behalf

13. Liaising with your accountant in relation to any tax liability (overseas owners)
14. Arranging repairs and rectification of any problems that arise with the property during the tenancy (this will be undertaken with as much consultation as the Landlord requires, permitting that in the event of an emergency we are able to reach the landlord in time)
15. Dealing with any administrative/payment problems that arise
16. Instructing Gas Safety Inspections, Electrical Periodic Inspection, PAT Testing and instructing independent Inventory's on the landlord's behalf
17. Arrange Energy Performance Certificate
18. Holding keys for all our managed properties
19. Placing the tenants deposit into the Tenancy Deposit Scheme

Fee: 14% (16.8% Inclusive of VAT) of the total due for the term of the tenancy and is deducted from the first month(s) rent on a monthly basis by Michael Morris Estate Agents.

Right to Cancel

You have the right to cancel this contract within 14 days of the date that it is entered into without giving any reason. If you wish to cancel you must make a clear statement to us such as (an email or letter) and send this to us within 14 days. Please note that if an agreed sale has taken place before cancellation then fees will be due as per our agreement, please note that you will be liable for any costs / expenditure incurred ie: photography, Floorplans and EPC.



SCHEDULE OF RATES

Introduction Only Service

If you intend to remain in the UK and within close proximity to the property, you may decide to select our Introduction Only Service

This service includes:

1. Home consultation to advise what income you could achieve in the current market, this is without obligation
2. Marketing your property through local advertising and our office
3. Finding a suitable tenant for your property
4. Obtaining bank, work and landlord references
5. Accompany all viewings
6. Collection of deposit
7. Collecting first month's rent and dilapidation deposit in cleared funds
8. Transferring your monies less the agreed commission for 12 months in advance
9. Providing a full statement of accounts
10. Providing a copy of the letter to the council confirming the tenancy
11. Setting up standing order mandates from the tenant's account direct to your account for the future payment of rent (where applicable)
12. Booking Gas Safety Inspections, PAT Testing and independent inventories on your behalf

13. Providing new tenants with your contact details at the start of the tenancy
14. Providing new tenants with copies of any PAT Testing, Gas Safety Certificates and EPC
15. Keys are not generally held by Michael Morris Estate Agents unless specifically requested by landlord's.
16. Placing the tenants deposit into the Tenancy Deposit Scheme

Note: At the end of the tenancy, your tenants will contact you directly giving the correct notice and as such if you wish us to re-market the property you will need to re-instruct us to do so.

Fees: 10% (12% inclusive of VAT) of the total rental monies due for the term of tenancy and from the monies held. The minimum period for the payment of our fees is 12 months. If the existing tenants stay for a longer period there would be no renewal fee.

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SCHEDULE OF LANDLORD FEES

Michael Morris does not make any additional charges on providing a standard managed or non-managed service. However there are third party costs that you should be aware of and below is an approximate guide to these charges:

Inventory

We will arrange for an inventory to take place for this tenancy through Howard Inventories. The cost of this is met by yourself. The tenants will in turn pay for the check out and Inventory.

Typical Charges for Check-in and Inventory

(The prices below may vary and should be used as a guide, we cannot give accurate third-party costs they can change depending on company used).

Studio £161 plus VAT = £193.20

1 Bedroom £168 plus VAT = £201.60

2 Bedroom £175 plus VAT = £210.00

3 Bedroom £182 plus VAT = £218.40

4 Bedroom £189 plus VAT = £226.80

5 Bedroom £196 plus VAT = £235.20

Cleaning

We can instruct cleaners on your behalf. This will be carried out by third parties and estimates can be provided prior to instruction as a guide.

EPC

It is mandatory that we have an Energy Performance Certificate for all rental properties. Please confirm if you would like us to organize this for you. The cost is approximately £50 (£60.00 inclusive of VAT).

Electrical Inspection

As of the 1st July 2020 it is mandatory to ensure the electrical installations in a property are safe. Landlord must provide an EICR to tenants before they move in and are required by law to carry out any remedial works. It is also the landlord's responsibility to ensure that all the electrical appliances provided are safe before a tenancy begins and throughout its duration. If you would like us to arrange an inspection on your behalf, please let us know. An EICR costs approximately £150.00 inc.VAT.

Gas Safety Inspection

Please confirm whether you would like us to carry out a Gas Safety Inspection at the property, the cost is £65 + VAT = £78.00. If you already have a certificate, please provide a copy in time for the move-in date. This must be a current certificate and must be passed.

We cannot, under any circumstances, allow a tenancy to proceed without a passed Gas Safety Certificate.

It is now also mandatory to have a carbon monoxide detector at the property and if there isn't one there, the Engineer will fit one for £20 + VAT = £24.00.

Legionella Risk Assessment

The update for this Legislation was enforced in March 2014 and is mandatory for all residential lettings to carry out a professional risk assessment and if necessary, take action. The Health & Safety Executive has released a revised Approval Code of Practice: *Legionnaires' disease: the control of Legionella bacteria in water systems*. It underlines the requirements for landlords and managing agents to ensure that the risk from exposure to Legionella from all water systems in residential rental premises is controlled. Failure to do so can lead to a £5000 fine and prosecution under the Occupiers Liability Act, 1957. The Assessment will inform us if treatment is necessary and if it is you will be informed of what action needs to be taken. Depending on the property, the assessment will be carried out every two years unless the assessor deems it necessary to assess on a yearly basis. It is more likely for properties with water tanks to be checked more often than those properties with combination boilers. The cost of this is £65 + VAT (£78).

If you have the gas safety inspection and the legionella risk assessment done at the same time the cost for this is £99.50 plus VAT (£119.40).

Management – Deposit

Due to the legislation that came into force from 6 April 2007, all dilapidation deposits for Assured Shorthold Tenancies must be registered with a government approved scheme. Michael Morris are joined to the Deposit Protection Service and will forward the Dilapidation Deposit in its entirety to DPS with 14 days of receipt of the move in balance and signing of the Assured Shorthold Tenancy Agreement. In turn the DPS will submit an ID Number to the tenants. **<https://www.depositprotection.com>**

Letting Only – Deposit

If you intending to manage the property, you will need to provide us with details of the scheme that you are registering with. For further information concerning tenancy deposit schemes available please go to this link. **<http://www.direct.gov.uk/en/TenancyDeposit/index.htm>**. Please note that on your instruction we are happy to register the deposit on your behalf with the Deposit Protection Service.

It is mandatory that Landlords who register the deposit themselves must give evidence that they have registered with a scheme. We shall need to provide your tenants with this information at the start of their tenancy.

Michael Morris is not a member of a Client Money Protection Scheme.

Please note that we are a member of the TPO scheme and subscribe to its code of practice. **<http://www.tpos.co.uk/>**
(A consumer guide is available upon request)

Fees

The Management Fee is 14% (16.8% Inclusive of VAT.
This will be deducted 12 months in advance).

The Let-Only Fee is 10% (12% inclusive of VAT.
This will be deducted 12 months in advance).

We do not charge a commission for third party expenses.

Right to Cancel

You have the right to cancel this contract within 14 days of the date that it is entered into without giving any reason. If you wish to cancel you must make a clear statement to us such as (an email or letter) and send this to us within 14 days. Please note that if an agreed sale has taken place before cancellation then fees will be due as per our agreement, please note that you will be liable for any costs / expenditure incurred ie: photography, Floorplans and EPC.



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(A consumer guide is available upon request)

