



TERMS OF BUSINESS AND GUIDELINES

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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 Locations:**

We have two offices; one on Lewes Road which is one of the most popular residential locations for students. We also have a second on-campus office means we have unrivalled access to the students. This allows us to advertise properties through exclusive means across campus; student newspapers and mailing lists/ events/ housing talks and fairs. Our convenient locations for students 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.

• **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.

Privacy notice

We want to make sure you understand what we'll use your information for and how we'll keep it safe.

Your data will be used by the Sussex Student Lettings as part of the University of Sussex Students' Union to administer the lettings and/or management of your property.

This is done to fulfil our contract with you and to comply with our legal obligations.

You can read more about how we use your data including how long we'll store it, who we'll share it with and how we'll keep it safe at www.sussexstudent.com/privacy. This also contains information about your rights over your data and how to contact us with any questions about it.

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

THE PROPERTY

HOUSES IN MULTIPLE OCCUPATION (HMO)

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.

What does licensing mean?

Landlords have to complete application forms and pay a fee to Brighton and Hove council, and they will then assess whether the property is suitable for the number of people the landlord wants to rent it to. They will visit the property to assess if kitchen facilities and fire precautions are adequate. They will then decide whether or not to grant a licence and if the licence needs to include any conditions requiring any changes. They have to consult with the landlord about the proposed licence before we finalise it.

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

1. Mandatory National Licensing
2. Additional Licensing for smaller HMOs
3. Selective Licensing (comes into effect in February 2019)

1. Mandatory National Licensing for large Houses in Multiple Occupation (HMOs) city wide

As of October 2018 the 'three storeys or more' element of the requirement for a National HMO License has been removed. Therefore, a property is a House in Multiple Occupation (HMO) if it's let as a main or only home:

- to five or more occupiers who form more than one family household (not related)
- and the tenants share facilities (kitchen bathroom or toilet).

The license will last for 5 years, and is a fixed fee based on the number of occupants and type of tenancy (joint or individual tenants). Please refer to www.brighton-hove.gov.uk for an up to date price list.

2. Additional Licensing for smaller Houses in Multiple Occupation (HMOs) city wide

Following extensive consultation, Housing & New Homes Committee agreed to the introduction of a citywide HMO licensing scheme from 1 March 2018 (effectively this is an extension to its initial introduction in 2012 but applies to the whole city rather than just 7 wards).

They apply to smaller houses in multiple occupation, consisting of

- two or more storeys
- with three or more occupiers from two or more households
- and the tenants share facilities (kitchen bathroom or toilet).
- However, if you live in a single storey flat above a commercial property (or your building is attached to a commercial property) and there are three or more occupiers, an Additional License is required.

If the license is applied for after March 2018 it will expire in March 2023 regardless of when it is applied for, and is a fixed fee based on the number of occupants and type of tenancy (joint or individual tenants). Please refer to www.brighton-hove.gov.uk for an up to date price list.

If you are unsure which ward your property falls into, you can visit <https://www.writetothem.com/> and enter your postcode to find out.

The license will be valid until February 2024 regardless of when it is applied for, and will be a fixed fee of £460 + VAT. Unless you are a fully accredited member of the NLA or iHowz (formally the Southern Landlords Association)- in which case you will receive a £50 discount.

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 them on psh@brighton-hove.gov.uk.

Please note; for landlords selecting our Fully Managed service we can complete the application process for the license of your behalf. The cost for this service is £300 + VAT for a new license, or £200 + VAT if it a renewal.

However, the requirements of the HMO license (Electrical and PAT testing, EPC, gas safety) will be in addition and are payable by the landlord. Likewise, if improvements are needed to property ie. fire doors and hard wired smoke alarms, these will be in addition and are payable by the landlord.

SERVICES AND COSTS

Sussex Student Lettings are able to provide the following services to landlords;

Let Only

The Let Only service is a one off fee of **2.5 Weeks Rent + VAT** (minimum fee of £350 + VAT)

Additional Fees apply;

*Administration fee of **£295 + VAT**, which includes the referencing for each tenant and guarantor, obtaining identity documents as required by the Right to Rent legislation, preparing the individual guarantor agreements, and also the main tenancy agreement

*Deposit Registration Fee of **£50 + VAT** for registration and transfer of the tenancy deposit to the My Deposit Scheme- should you require us to hold the deposit on your behalf.

*Tenancy Void Period Services **£100 + VAT**, should you require us to source, book and co-ordinate cleaning or inventory services during the void period. The cost is per service you require to be arranged.

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 guarantor agreements and tenancy agreement	✓
Preparation of an Inventory/Schedule of Condition (this is an additional cost)	✓
Collecting the Deposit, registering it with My Deposits & providing tenants with the certification (this is an additional cost)	✓

Rent Collection

The rent collection service costs **7% + vat** of the monthly rent.

Additional Fees apply;

*Administration fee of **£295 + VAT**, which includes the referencing for each tenant and guarantor, obtaining identity documents as required by the Right to Rent legislation, preparing the individual guarantor agreements, and also the main tenancy agreement

*Deposit Registration Fee of **£50 + VAT** for registration and transfer of the tenancy deposit to the My Deposit Scheme- should you require us to hold the deposit on your behalf.

*Tenancy Void Period Services **£100 + VAT**, should you require us to source, book and co-ordinate cleaning or inventory services during the void period. The cost is per service you require to be arranged.

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 guarantor agreements and tenancy agreement	✓

Preparation of an Inventory/Schedule of Condition (this is an additional cost)	✓
Collecting the Deposit, registering it with My Deposits & providing tenants with the certification (this is an additional cost)	✓
Monthly Rent Collection and Transfer to the Landlord	✓
Dealing with rent arrears- contacting both tenants and the guarantors to obtain any outstanding rent as quickly as possible.	✓

Full Management

The Full Management service costs **12% + vat** of the monthly rent.

Additional Fees apply;

*Administration fee of **£295 + VAT**, which includes the referencing for each tenant and guarantor, obtaining identity documents as required by the Right to Rent legislation, preparing the individual guarantor agreements, and also the main tenancy agreement

*Deposit Registration Fee of **£50 + VAT** for registration and transfer of the tenancy deposit to the My Deposit Scheme- should you require us to hold the deposit on your behalf.

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 guarantor agreements and tenancy agreement	✓
Booking & Co-ordinating the Inventory and cleaning services in between tenancies (the cost of the cleaning and inventory services are additional).	✓
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	✓

TENANCY

THE TENANCY AGREEMENT:

Our standard Assured Shorthold Tenancy (AST) 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.

RENT, DEPOSITS & INSURANCE

FAIR RENT

The Lettings Manager will visit your property in order to determine its rental value, and to advise on any improvements that could be made to make it more appealing to the student market. The valuation will be based on local comparisons and current market rates, and it will be discussed and agreed with you before your property is advertised.

However, please be aware that we aim to keep rents fair and accurate for students throughout the city. Should we feel that you are attempting to charge an unfair rent for your property, we will be unable to assist any further with its letting.

MONTHLY PAYMENT OF 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.

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.

MAJOR WORKS FEE: Organising renovation/redecorating/major works at a property is not part of the general maintenance that our Fully Managed service includes. **Any work over £500 will incur an additional fee of 10% + VAT (of the contractor's invoice amount).** This fee is to cover the staff costs for the extra work that's involved in organising and overseeing major works.

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.

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.

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.

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 as 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.

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.

SALE OF PROPERTY DURING TENANCY

If the property is sold during the tenancy, the landlord will be **liable to pay Sussex Student Lettings the fees for the remainder of the tenancy**. Payment must be made before completion of the sale. For example; if the property is under the Full Management service and the tenancy is for 12 months, the fee for the tenancy will be collected monthly in 12 instalments (ie. £200pcm fee x 12 = total fee £2400). Therefore, if the property is sold with 4 months still remaining on the tenancy, then the landlord must pay the balance of the fees due; £200 x 4 = £800 will be due before completion.

If the property is sold before the tenancy commences, but after new tenants have been obtained by Sussex Student Lettings, the fees for the tenancy are to be paid in full and before completion of the sale.

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.