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## **INTRODUCTION**

### **Why is Bournemouth University expanding into this market?**

- To assist our students in finding good quality housing at an affordable price and thereby enhancing the student experience
- To promote best practice and enhance quality in the sector

### **Why choose the Bournemouth University Letting Service?**

- Unique in only dealing with students
- The University has direct access to thousands of students seeking accommodation, particularly those currently living in University managed housing who will be looking for their next home in the private sector for their second and subsequent years
- Not profit motivated and operating from our existing offices thereby keeping fees low
- Following the success of the fully managed Unilet scheme run since 2000 the University has considerable experience in housing students in the private sector

### **What are the key benefits to Landlords?**

- Free initial inspection and consultation by experienced BU staff
- Finding student tenants for your property
- Taking up references and guarantors
- The University has access to student payment and tenancy conduct history
- Preparation of Standard Assured Shorthold Tenancy agreement
- Arranging accompanied student viewings
- Competitive introductory rates–Letting fee **from just 3%** (plus VAT) of annual rent
- General advice on housing related issues

### **What are the key benefits to Students?**

- Students will be able to view the Studentpad website in the knowledge that the properties have been inspected by experienced BU staff
- Significantly lower fees
- Personal help and impartial advice from within the University
- Convenience of an on-Campus service

Whilst this is a “**let only**” (non-managed) service, our **Unilet scheme** will continue in its existing format offering guaranteed rent and many other benefits, full details of which we are happy to supply upon request.

If after reading the brochure you have any queries please do not hesitate to call this office and we will be happy to assist in any way we can.

You can call on 01202 961678 or email [lettingservice@bournemouth.ac.uk](mailto:lettingservice@bournemouth.ac.uk)

**SERVICES OFFERED AND CHARGES**

3% plus VAT of the total rental income (excluding utilities) payable within 28 days of the contract being formed.

For example: monthly rent £1,500, annual rent £15,000,(based on 10 month tenancy) letting fee £450 plus VAT.

Minimum fee £250 plus VAT.

- Introduction of tenants for the property
- Taking up references and guarantors
- Preparing Assured Shorthold Tenancy agreement
- No let, no fee

Referencing	No Charge
Preparation of initial Tenancy Agreement	No Charge
Provision of Energy Performance Certificate (EPC)	£70 inc. VAT
Preparation of subsequent Tenancy Agreement for the same tenants	£40 plus VAT

<b>Optional services and charges</b>	<b>Number of Letting Bedrooms:</b>	<b>Price: (Plus VAT)</b>
Preparation of Inventory/Schedule of Condition (number of letting bedrooms)	1 – 3	£60
	4 – 5	£80
	6 -7	£100
	8+	£120
BU attended Check – in (This involves meeting the first tenant to arrive, hand over of inventory and keys for all tenants)	1 – 3	£40
	4 – 5	£50
	6 -7	£60
	8+	£70
BU attended Check – out (This involves arranging for key return and after the last tenant has left, visiting the property on the next working day to ensure property is secure. Referral to owner if any major issues)	1 – 3	£40
	4 – 5	£50
	6 -7	£60
	8+	£70

## **LETTING THE PROPERTY**

### **Order and process**

- Landlord contacts BU
- Property visit by experienced staff arranged and valuation agreed
- Terms and Conditions agreed and signed
- Code of Practice agreed and signed
- BU produces a comprehensive set of property particulars with photographs
- Property marketed
- Students visits arranged
- Reservation fee taken by BU from students
- Negotiation of the let with the landlord
- References taken up
- Guarantors taken up
- Contracts signed by students
- Contract sent to landlord
- Signed copy contract returned to BU
- Confirm name of "lead tenant"
- Deposit sent to landlord
- Landlord to confirm to lead tenant that deposit protected as required

### **Rental Valuation**

An experienced member of the accommodation staff will arrange to visit the property and, by making a comparison with the student rental market, will arrive at a recommended rent. The landlord's decision is final but consideration should be given to the valuation as this is based on viewing many similar properties in the area.

Staff will provide guidance on improvements or additions which will assist in the marketing of the property.

### **Marketing the property**

Marketing will be by use of the Studentpad website and at other sites within the University Campuses and Halls of Residence. Full colour property particulars, with photographs, will be available to students. Students will be kept up to date with all available properties by email, on campus advertisements and Accommodation Office display boards.

In the unlikely event that the property remains unlet for any period of time then further guidance and advice will be offered.

### **Agreeing the let**

BU will take a reservation fee from each student to reserve the property. If the students subsequently decide not to proceed prior to signature of the contract, then BU will credit 50% of the retained reservation fee towards the landlord's eventual letting fee when the property is finally let.

### **References**

The University will have first hand knowledge of those students living in University managed accommodation for both rent payment and tenancy conduct and will also provide guarantor details.

### **The Tenancy Agreement**

We will produce the Assured Shorthold Tenancy Agreement which is usually for a minimum period of 6 months but can be for any period agreed by the two parties, normally for 10 or 11 months. If towards the end of the tenancy agreement either party wishes to terminate the agreement, then the landlord must give two month's written notice or the tenant can give one month's written notice.

## *BOURNEMOUTH UNIVERSITY LETTING SERVICE*

Should neither party give notice, then the tenancy continues with the same terms and conditions applying until the necessary notice is given by either party – this is known as a Periodic Tenancy. It is not unusual however, for a new Tenancy Agreement to be signed.

If legal action is required in respect of any rent arrears or breach of contract the landlord will be responsible for instructing their own solicitors and for all fees involved.

### **Mortgages**

Where the property to be let is subject to a mortgage, permission is generally required from the mortgage lender before you let the property. Our Terms and Conditions stipulate that you have received this permission.

### **Insurance**

You must ensure that the building and contents insurance cover is adequate and that the policy covers the property that is let. Please note that many household policies do not automatically provide such cover.

### **Leasehold Flats and other property**

If your property is leasehold you may require the consent of your head landlord/freeholder for your proposed letting. Our Terms and Conditions stipulate that you have received this permission.

Whether your property is freehold or leasehold there may be special rights or restrictions affecting it. We will need to have details of these to include in the Tenancy Agreement.

### **Tax and Allowances**

We would recommend that advice be sought from suitably qualified professionals to clarify any tax implications. All matters concerning tax can be found on the government website address at [www.hmrc.gov.uk](http://www.hmrc.gov.uk)

### **Attics, Cellars and excluded areas**

We do not inspect the above areas but we may ask you to confirm their contents. It is strongly recommended that you do not store items on the property once let.

### **Council Tax**

Students are exempt from Council Tax and can obtain a certificate of exemption from the University. The property will therefore be exempt for the duration of the Tenancy Agreement.

### **Utilities**

Either you or your inventory clerk will obtain meter readings. You will need to pass the supplier details to the lead student who should then change the bills into their name.

### **Maintenance**

It is always the responsibility of the landlord to keep the property and the services, such as central heating, in good repair and tenants will report any issues directly to the landlord.

### **Cleaning**

It is essential that the property, including the carpets, are thoroughly cleaned and if necessary the gardens be made tidy prior to the tenants moving in.

### **Gardens and Outside Areas**

Tenants are required during the period of the tenancy agreement to keep these areas neat and tidy, however, standards of gardening ability and knowledge can vary considerably. The necessary tools, which should be in a safe condition, should be supplied by the landlord. If the garden is particularly large, elaborate or has special features we will usually suggest that the landlord provides a gardening service.

### **Pets**

The agreement provides that a tenant may not keep pets in the property. However, a tenant is entitled to ask the landlord for consent and we advise that each case is considered on an individual basis.

## **TENANCY DEPOSIT SCHEME**

As of the 6<sup>th</sup> April 2007 it is a requirement that all deposits taken by a landlord in relation to an assured shorthold tenancy (AST) should be protected in a tenancy deposit protection scheme.

There are two types of protection scheme available for landlords – insurance based and custodial. Each type provides a free dispute resolution service.

### **The schemes:**

- allow tenants to get all or part of their deposit back when they are entitled to it
- make any disputes easier to resolve
- encourage tenants and landlords to make a clear agreement from the start on the condition of the property

### **Insurance-based scheme ( *Tenancy Deposit Solutions* )**

- the tenant pays the deposit to the landlord
- the landlord retains the deposit and pays a premium to the insurer. There is also a joining fee and annual renewal fee

Within 14 days of receiving a deposit the landlord must inform the tenant how their deposit is protected including:

- the contact details of the tenancy deposit scheme selected
- the landlords contact details
- how to apply for the release of the deposit
- information explaining the purpose of the deposit
- what to do if there is a dispute about the deposit

At the end of the tenancy:

- if the landlord and the tenant/s agree how the deposit should be divided the landlord should return the agreed amount within ten days
- if there is a dispute the scheme will hold the disputed amount of the deposit until the alternative dispute resolution (ADR) service or courts decide what is fair

### **Custodial Scheme ( *The Deposit Protection Service or DPS* )**

- the tenant pays the deposit to the landlord
- the landlord then pays the deposit into the scheme – there is no charge

Within 14 days of receiving the deposit the landlord must inform the tenant as per the insurance based scheme as above.

At the end of the tenancy:

- if the landlord and the tenant/s agree how the deposit should be divided the scheme will return the deposit divided as agreed by both parties
- if there is a dispute the scheme will hold the deposit until the alternative dispute resolution (ADR) service or courts decide what is fair

Should a landlord fail to protect a deposit within an approved tenancy deposit scheme then the landlord will not be able to use the 'notice only' possession procedure. The landlord will also be required to pay the tenant a penalty of three times the deposit.

For further information about the schemes go to:

[www.mydeposits.co.uk](http://www.mydeposits.co.uk)  
[www.depositprotection.com](http://www.depositprotection.com)  
[www.direct.gov.uk](http://www.direct.gov.uk)

## **IMPORTANT NOTICE ABOUT STUDENT SAFETY**

### **Current Legal Requirements on Residential Rented Properties for Landlords**

The University must point out that the following summary outlines our interpretation of the regulations at the present time but as you will appreciate these are very complex. No liability can therefore be accepted for any consequences whatsoever in respect of failure to comply with safety regulations.

### **Electrical Safety Regulations**

- **Appliances:** The Electrical Equipment (Safety) Regulations 1994, mandatory since 1 January 1997 state that all electrical appliances supplied with let accommodation must be safe. This applies to both new and second-hand appliances and covers all electrical items supplied for the intended use of the Tenant. The regulations also cover fixed appliances such as cookers, showers and immersion heaters, which must also be safe. The only sure method of ensuring that these appliances are safe is to have them tested by a competent person using the appropriate calibrated portable appliance testing (PAT) equipment.
- **Fixed installation (mains wiring):** The Management of Houses in Multiple Occupation (England) Regulations 2006 require that the installation is inspected and tested at intervals not exceeding five years by a suitably qualified person. The local authority can request a copy of the report at any time.

Failure to comply with the Electrical Regulations may constitute a criminal offence under the Consumer Protection Act 1987 which carries a maximum penalty on summary conviction of a £5000 fine and/or 6 months imprisonment.

Landlords could also, in addition, be sued in Civil Law under THE DUTY OF CARE for failure to ensure the tenants safety and face punitive damages.

### **The Law on Gas Appliances**

- All gas appliances in rented accommodation must be checked every year by a Gas Safe Registered Gas Installer. This is compulsory under the Gas Safety (Installation and Use) Regulations 1998.
- When tenants vacate a premise, the Landlord must ensure that the gas fittings and flues are safe before re-letting. This check is in addition to the annual check referred to above.
- It is the responsibility of the Landlord or his agent to arrange for these checks to be carried out. Both the Landlord and the tenant should each have a written report on the condition of each appliance.
- Landlords or their agents must keep records of the safety checks and issue a copy of them to new and existing tenants.
- All traders who carry out work on gas appliances must be Gas Safe registered DIY work on gas appliances may be illegal and could be very dangerous.

### **Furniture & Furnishings (Fire) (Safety) Regulations 1988**

The above regulations were amended in 1993 and have set new levels of fire resistance for domestic upholstered furniture and furnishings. Therefore these regulations relate to all furnished lettings. They do not relate to unfurnished lettings with just carpets and curtains. It is now an offence to "supply" in the course of business any furniture to which the regulations apply unless the furniture meets the "cigarette test" "match test" and the "ignitability test". This includes supplying furniture as part of the letting property. The regulations apply to a landlord letting a "second property" or any other letting as an investment.

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A comprehensive guide to the regulations including details of labels indicating compliance can be obtained from your local Trading Standards office or from:

The Consumer Safety Unit,  
Department of Trade & Industry,  
Room 302,  
10-18 Victoria Street,  
London SW1H 0NN

The information below is only a summary of the implications of the above regulations and should be read in conjunction with the guide from the D.T.I.

- From 1 March 1993 it is an offence to supply furniture that does not comply with the fire and resistance requirements, if that furniture has been first provided or acquired since 1 March 1993.
- After January 1997, all furniture supplied, new and old, whether previously supplied in a letting must comply with the Regulations (pre 1950 goods are excluded including antique furniture).
- Any additional or replacement furniture supplied since 1<sup>st</sup> March 1993 must comply with regulations.
- Furniture manufactured before 1<sup>st</sup> January 1950 is not covered by the regulations as defective inflammable materials were not used prior to that date.
- Any furniture manufactured after March 1990 is likely to comply but if appropriate labels are not on the furniture, compliance is in doubt and checks should be made with the manufacturer.

An offence carries a penalty of £5,000 or 6 months imprisonment or a greater penalty if a fire results and furniture is found not to comply. Applies to: sofas, beds, bedheads, children's furniture, garden furniture suitable for use in a dwelling, scatter cushions and pillows, stretch or loose covers for furniture. Does not apply to: curtains, carpets, bedclothes (including duvets) and mattress cover

Please note: The aforementioned Legal Requirements and Regulations apply equally to any items replaced during the course of the Agreement.

Be in no doubt, the Health and Safety Executive and your local Trading Standards office will enforce all these regulations. For further advice on gas safety and the regulations please ring the free HSE Gas Safety Advice Line on 0800 300 363.

### **Carbon Monoxide**

For added peace of mind for both the students and parents alike, and to further ensure the safety of the occupants, the University recommends that an approved self contained Carbon Monoxide Alarm is fitted, where applicable.

## **HMO (House in Multiple Occupation) INFORMATION**

The Housing Act 2004 which came into effect in April 2006 widened the definition of a House in Multiple Occupation (HMO). In general, all rented accommodation occupied by two or more unrelated people sharing will be an HMO.

### HMO Licensing

In addition to the above if the property is of 3 or more storeys and housing 5 or more people who share amenities such as a bathroom, toilet and cooking facilities it will also be required to be licensed with the local Council.

### Management Standards

All HMO's are required to comply with The Management of Houses in Multiple Occupation (England) Regulations 2006 which sets out minimum management standards. Further details are available from Bournemouth or Poole Borough Councils.

### Amenity Standards

Properties should provide suitable amenities and facilities for the number of occupants as per the Guide to Amenity Standards for HMO's, a copy of which is available from Bournemouth or Poole Borough Councils.

### Fire Precautions

These will be individual to each property and Bournemouth or Poole Borough Council should be contacted for further advice. As a general guide for a non-licensable HMO the requirements are likely to be that fire doors will be required to be fitted in certain risk areas (non-sleeping rooms such as kitchens, dining rooms and lounges) and also mains interlinked smoke detectors to be fitted in the hall, landing, lounge and rooms not occupied at night in addition to a heat detector in the kitchen. Under stairs cupboards or any cupboard containing the fuse board and airing cupboards on landings will be required to be '30 minute' protected with specific board.

For further details about all of the above please contact:

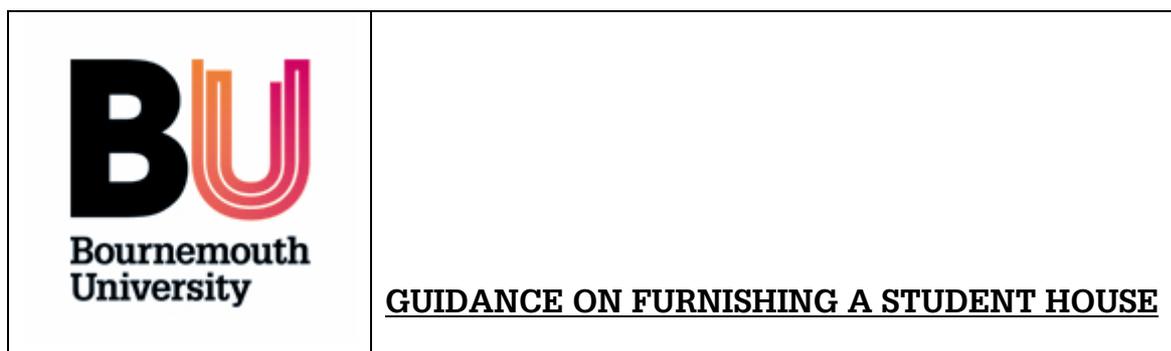
The Private Sector Housing Team Public Protection Bournemouth Borough Council Town Hall St Stephens Road Bournemouth BH2 6LL  Telephone: 01202 451083 Email: privatesectorhousing@bournemouth.gov.uk	Housing & Community Services Poole Borough Council Civic Centre Poole BH15 2RU  Telephone: 01202 633805 Email: private.sectorhousing@poole.gov.uk
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**REGISTER OF INTEREST**

In order to proceed with an invitation to inspect the property without obligation please either return this form in the enclosed envelope, telephone 01202 961385/01202 961386 or email [lettingservice@bournemouth.ac.uk](mailto:lettingservice@bournemouth.ac.uk)

<b>Name:</b>	
<b>Home Address:</b>	
<b>Letting Address(es):</b>	
<b>Email:</b>	
<b>Contact Telephone Number to arrange viewing:</b>	
<b>Signed:</b>	
<b>Dated:</b>	

**Appendix 1**



For each bedroom:

- One bed (in good condition) minimum size 6'3" x3' with clean, firm mattress and cover
- One large chest of drawers
- One wardrobe
- One desk/table suitable for study purposes/computer
- One upright chair
- Minimum of one double electric socket

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Kitchen

- One cooker in good working order with minimum of four rings for up to 5 students
- One microwave
- One washing machine
- Sufficient fridge/freezer space for the number of occupants
- Sufficient fitted wall and floor cupboards
- Vacuum cleaner and tools
- One fire blanket (wall mounted) conforming to BS6575
- One dry chemical general purpose fire extinguisher (wall mounted) fully charged and 'in date'.

Common room or Lounge/Diner

- Settee and easy chairs sufficient for the number of occupants
- Table and chairs (if not provided in kitchen)
- TV aerial socket

General

- Curtains or blinds in all rooms
- Dustbin (marked with house number/name)
- One notice board (cork or other) to pin up house rules etc
- Safe fixed heating in each room
- Ironing board
- Garden tools as appropriate and safety checked where required (unless garden maintained by landlord)

Security

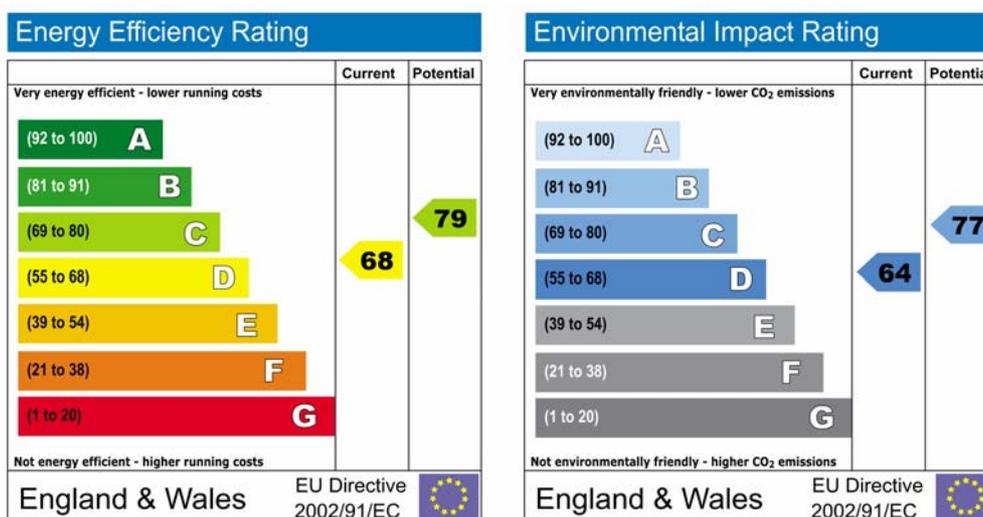
- Substantial well fitted front and back doors with appropriate locks
- Window locks on all ground floor windows
- Alleyways well lit and a lockable gate at entrance

## Appendix 2

### Energy Performance Certificates and the Private Rented Sector

From 1st October 2008, all buildings, whether residential, commercial or industrial, will be required to have an Energy Performance Certificate (EPC) that is no more than 10 years old, for every occasion when they are bought, sold, or rented. The requirement for such certificates will come into force for all premises when they are let after 1st October 2008. Currently these certificates are a mandatory part of Home Information Packs (HIPs).

The directive applies to any building that is rented out so it will be illegal to advertise a property to rent after the introduction of these provisions unless it has an Energy Performance Certificate (EPC). A certificate detailing its energy performance compared with reference values must be made available for each self-contained accommodation unit. The certificate must be accompanied by recommendations of cost-effective measures to improve its performance, and is intended to ensure the consideration of energy efficiency can play a proper part in the decision to rent or purchase the property. The legislation provides for a fine of up to £200 for failure to comply.



#### The Energy Performance Certificate

The Energy Performance Certificate is broadly similar to the certificates found on many domestic appliances with an energy rating on a scale from A to G (A signifying the highest efficiency rating). The EPC includes two charts; the first shows the calculated energy efficiency rating for the building which is a relative measure of the efficiency of the building compared with pre-defined standards. The second chart, the so-called 'Environmental Impact (CO<sub>2</sub>) Rating', measures the overall energy output of the building - i.e. related to its size. Each EPC will have a unique serial number and be produced by energy assessors and home inspectors authorised and accredited by the Government.

As soon as a building is in the process of being offered to let, it is the responsibility of the prospective landlord to make available an EPC to prospective tenants.

The landlord is responsible for ensuring there is an EPC for the building, or part of the building, being let, even if an agent or another service organisation is acting on their behalf or providing an EPC.

As enforcement officers can request a copy of an EPC from a dutyholder at any time up to six months after it was required, it would be prudent for landlords to retain their reference number so that a copy of an EPC can be requested from the register if required.

Problems for the Private Rented Sector

One problem for the rental market is that there is less incentive on a landlord to carry out energy efficiency improvements as any improvements will be a considerable cost to the landlord but the savings will generally only be enjoyed by the tenant through reduced running expenses. There are grants in some areas to help landlords make improvements to their properties and landlords should contact their local authority to find out what is available.

Energy Efficiency Improvements

In addition to information on the energy efficiency of the dwelling, the certificate will contain information to the tenant about the typical running costs for standard occupancy. Information will also be included about potential cost effective energy improvements, and about further measures which may reduce energy use and carbon dioxide emissions including those which are not currently cost effective. There is currently no legal obligation on the landlord to make the improvements suggested.

**PLEASE NOTE: If you do not already have an EPC for your property the Bournemouth University Letting Service has agreed a discounted rate with a local Domestic Energy Assessor. Should you wish us to organise for our contractor to contact you please call us on 01202 961385 or e-mail [lettingservice@bournemouth.ac.uk](mailto:lettingservice@bournemouth.ac.uk) .**