

ADVICE FOR PROPERTY OWNERS

Including Landlord's Obligations



HASSLE FREE
GUARANTEED INCOME
NO TENANTS TO FIND
NO ADVERTISING COSTS
PART OR FULLY MANAGED OPTIONS





ABOUT BROOKES LETTINGS

What is head lease?

We have a different approach to most letting agents. We let your property through a head lease arrangement meaning the University will be your direct tenant, whilst the student occupiers will be our sub-tenants. This means the University takes full responsibility for the conduct of the occupant's tenancies. This covers all aspects, including rent payment, tenant problems and restitution of damages.

This approach means that you can minimise risk by having all the guarantees of the University as your tenant, whilst our students have the consistency of being managed by the University with its student-focussed resources.

Fees and payments

We do not charge you any fees. Our costs are entirely funded by the margin between the head tenancy and the sub tenancy rents. We will transfer to you the agreed rent at the beginning of each month, eleven months of the year (Sept-July inclusive).

If we undertake additional work at your request, we will only invoice you for what we have spent, nothing added.

Maintenance

You can opt for a part-managed or full-managed maintenance contract.

Part-managed means you retain a landlord's responsibility for maintenance of the property, with residents contacting you directly to report issues. We can still assist in maintenance at your request; it may be that we invoice for parts and a contribution to any maintenance staff costs.

Full-managed means that we will maintain the property for you, overseeing any issues that arise, with residents reporting them to us. We will consult with you on any significant works, getting quotations where necessary. You will be invoiced for the costs of any significant purchases (such as a replacement washing machine or visit by a gas engineer), but maintenance staff time and minor purchases will not be billed.

We would recommend you draw up a basic rolling programme of cyclical works so that you can keep on top of the condition of the property and spread expenditure. For instance, you could plan to redecorate different parts of the house each year to spread the work over a number of years. Please let us know if you would like us to assist with this.



THE PROPERTY

HMO Licencing

If your property is in the Oxford City Council area and contains more than two bedrooms, it will be subject to Houses in Multiple Occupation (HMO) Licencing. Other local authority areas are less strict, but please check any requirements.

If you are applying for a new or renewed licence we would strongly recommend you study the council's latest requirements ahead of any inspection. Oxford City Council's *Landlord's Guide to Amenities and Facilities for Houses in Multiple Occupation* is a detailed document available on their website. Ensuring your property is compliant ahead of time will not only save you the costs of any follow-up inspections, but will demonstrate to the council that you are a responsible landlord.

Oxford City Council's *Landlord Accreditation Scheme* is worth joining. This will essentially involve attending a training seminar at the Council and, assuming the Council is otherwise happy with your property's performance, you could be eligible for a two or five-year licence. This will save you having to renew each year and about £1,500 in fees.

We will require a copy of your HMO licence if your property is licensable.

Furnishings and equipment

Household furnishings should be appropriate for the hard-wearing environment of a student household. Our advice is to buy mid-range items that are functional, hard-wearing and economical. Buying poor quality furniture is uneconomical in the long term whilst overly expensive items are also unsuitable. When making choices, consider that you will not be able to claim for damages that have occurred through wear and tear, so a bed-base that is unlikely to last more than a year or two can be a liability when factoring in replacement costs.

Another consideration is how the furniture will affect the rent return of your property. We can offer higher rents for well-furnished properties, whilst poorer furnishings and decorations offer declining returns. To maintain an efficient rent return you will need to keep on top of the condition of the property year on year.

Remember that you will have a legal duty to maintain, repair or replace any items you provide at the outset of the tenancy. For example, providing a TV at the property can be nice for the tenants, but you will be obligated to repair or replace it if it breaks down. The other side to this is that tenants might not appreciate you leaving some items at the property that may be seen as clutter for which they will be taking additional responsibility in terms of damages.



LANDLORD'S OBLIGATIONS

This section details your obligations, as referred to in section 3 (n) of the lease agreement.



FURNISHINGS

The following is a minimum requirement for the furnishings required in a University-let property. If you feel the specifics of the property mean it would benefit from additional furnishings, we would encourage you to provide them as appropriate.

We can advise on what we would consider appropriate if you have any questions. We may potentially insist on the provision of something not listed below that we consider necessary.

Bedrooms

A student bedroom is not only a place for sleeping, but also for studying. Bedrooms should be a minimum of 6.5m² (70ft²) with furniture appropriate to the size of the room.

- **A bed base and mattress** appropriate to the available space in the room. We recommend supplying a mattress protector, or it may be that damage claims for soiled mattresses are not upheld
- **Clothes storage** appropriate to the room size, with a minimum overall storage equivalent to a single wardrobe and 3-drawer chest
- **Study desk and chair.** These are for sitting and studying for long periods, so just supplying a table will not be appropriate
- **Bookcase/shelving**
- **Appropriate lighting with shades**
- **Good quality curtains** that do not let excessive light in at night. Net curtains if the room is overlooked
- **Door lock.** Use locks that are not self-latching to minimise lock-outs. Must be unlockable without a key from the inside for fire safety

Common room/lounge

- **Comfortable seating**, enough for all residents of the property to be able to use simultaneously
- **Appropriate lighting with shades**
- **'Hard' furnishings** appropriate to room size and functionality, such as a coffee table and TV stand
- **Aerial point** for TV

Bathroom

- **Extractor fan** appropriate to ventilate bath/shower rooms and prevent mould growth
- **IP rated light fitting**. The rating required will depend on the location of the fitting
- **Lockable door**
- **Window blind** to protect privacy
- **Hard, non-slip flooring**

Kitchen

For properties of three or more bedrooms, we apply the standards detailed in Oxford City Council's *Landlord's Guide to Amenities and Facilities for Houses in Multiple Occupation*.

- **Fridge and freezer** facilities of appropriate size. Each tenant should have access to the equivalent of at least one shelf/drawer in each
- **Fire blanket** in good condition and mounted on the wall
- **Hard, non-slip flooring**
- **Cleaning equipment** appropriate to the facilities, most likely including a mop/bucket and dustpan/brush
- **Kitchen bin** with separate recycling containers if there is room
- **Washing machine**. If your property does not have outside clothes drying facilities, we would recommend supplying a tumble dryer if practical. This cuts down on potential for damp caused by condensation from drying clothes
- **Heat detector**. These are different to smoke detectors, which are likely to be set off accidentally in a kitchen

General

- **Vacuum cleaner**
- **Phone point** positioned in a communal area so that tenants can add a broadband router in a safe way, i.e. a phone point near the front door may mean a router needs to be placed in the main fire escape route, causing a trip hazard
- **Carbon monoxide detector** wall/ ceiling mounted near to any gas boiler
- **Hard-wired, interlinked fire detection equipment.** Smoke detectors in communal areas, heat detector in kitchen
- **Working bulbs** in all fittings, with shades
- **Ironing board**
- **Notice board in hallway** for display of management information
- **Bicycle storage.** This may be a rack or a shed



GARDENS

Tenants are expected to maintain lawns where you have provided them with a lawnmower. If you have not, we would expect you to arrange upkeep of any gardens yourself, or by arrangement with us. We only expect a basic level of gardening from our tenants, so please ensure that gardens are very simple or are otherwise kept well maintained by visits to the property.



HEALTH AND SAFETY

We will inspect the property regularly to monitor health and safety issues, and will conduct and update our own risk assessments. However, please be aware that as head landlord, you will ultimately have responsibility for ensuring that the property is safe for tenants and visitors.

Certification

Upon signing a lease agreement, we will require you provide the following current certification (where applicable):

- CP12 annual Gas Safety certificate
- Electrical Installation Condition Report (5 yearly)
- Annual Portable Appliance Test certificate
- Fire alarm/emergency light maintenance and testing certificates
- Energy Performance Certificate (10 yearly)
- Building insurance certificate
- HMO certificate

Please ask if you would like us to assist with obtaining the first four certificates.



FIRE SAFETY

Fire escape routes should be free from trip hazards, have sufficient lighting and offer protection from fire and smoke as far as is practical. A specific risk assessment should be made of the property, and control measures undertaken as appropriate to minimise risks to tenants from fire. Please ask us if you would like any advice on this issue. Detailed guidance can be found in the *LACoRS Fire Safety guide* (this is available online and is the foundation of housing fire safety guidance in the UK).

The current thinking on fire extinguisher provision is that it is not a requirement, as it is often safer for an occupant to evacuate than to attempt to tackle a fire without proper training. Any extinguishers provided must be adequately serviced.

Furniture will need to comply with *Furniture and Furnishings (Fire Safety) Regulations*. Whilst any UK furniture from the last 20 years or so should be compliant, retaining the label stating as such is a statutory requirement:

‘Furniture which complies carries a manufacturer’s label which must be permanent and non-detachable

Bed bases and mattresses are not required to bear a permanent label but compliance will be indicated if the item has a label stating that it meets BS7177

Does not apply to bedclothes etc, curtains, carpets, furniture made before 1950’

Legionella

Legionella is bacteria that can multiply in water supplies causing the potentially deadly **Legionnaire’s Disease**. The head-landlord (or owner), will usually be considered the statutory **Duty Holder** with regards to legionella safety.

At no extra charge, we can undertake a risk assessment for you and provide scheme of any actions that are needed as a result. If you would prefer to obtain your own contractor to do this, please let us know.

Security

Student housing can unfortunately be a target for burglary. This should be taken into account when assessing the safety of the property, and it may be that you need to improve locks or other aspects of security to make it appropriate to the use by students.



END OF TENANCY

Damages

The University is responsible for rectifying or compensating for damages, but not for wear. Damage can be accidental, purposeful or neglectful, whilst wear is the expected deterioration of something during routine and expected use. Added to this, if a damaged item was already beyond its expected lifespan, the University will usually not compensate as a replacement was nevertheless to be expected.

At the end of the tenancy, if you encounter any costs for which you feel the University is responsible, we would ask you to complete a *Damage Claim Form* and submit it to us. This should be done within two weeks of the end of the tenancy, as per the terms of the contract.

Claims should be fully evidenced by photographs and receipts.

Improvements

To minimise disruption, works should be undertaken after tenants have vacated the property. When renewing contracts, we will sometimes provide a list of works that are needed over the summer. Please get in touch to discuss these if necessary.

Possessions left at the end of the contract

If you are renewing your contract and the same tenants are letting the property for another academic year, they may request to leave some items at the property. We advise tenants that this is at your discretion, and you are under no obligation to agree whilst they are out of contract.

If tenants leave unclaimed possessions at the property after the tenancy has ended, landlords have a duty to log and store any items of any value for a reasonable amount of time. Please let us know if you come across any unclaimed items and we can take responsibility for this.

Utilities

You will be responsible for covering utility costs during the time the property is out of contract.