



ORANGE



Orange Property Services (UK) Ltd

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Established 2001

All fee's are subject to change and correct at the time of instruction and Agency Agreement.

Let Only

3 Weeks Rent plus V.A.T

Rent Collection

**½ Month Rent (to find tenant)
From 8% Monthly Management**

Fully Managed

**½ Months Rent (to find tenant)
From 9.5% Monthly Management**

**Please note there will be additional
discount for landlords with multiple properties**

Sliding scale for managed Fees (see chart)

All fees plus VAT

Rent	Rent Collection	Fully Managed
£1000 pcm and Under	10%	12.5%
£1500 pcm and Under	9%	11.5%
£2000 pcm and Under	8%	9.5%

	Let Only	Rent collect	Managed
Valuation and assessment of financial needs	●	●	●
Pro- active marketing using various sources	●	●	●
Referencing, rent guarantee , legal cover for 1st 6 months free, terms may vary	●	●	●
Assistance with preparing your property to meet legal standards	●	●	●
Tenancy agreements prepared in line with current legislation	●	●	●
Tenants check in and check out –checkout is free if you take our inventory	●	●	●
EPC, gas & electrical certificates – please see price list for further details as fees apply	●	●	●
Independent debt recovery service – county court action and CCJ, subject to service providers terms, conditions and fees	●	●	●
Detailed Inventory, Inspection and check out report service available , fees may apply please contact us for more information	●	●	●
Assistance with compliant handling of tenants deposit	●	●	●
Rent collected with monthly statement of account, annual tax returns statement		●	●
Annual Rent reviews and increases			●
Contract Renewals			●
ARLA qualified advisors available to provide free advice			●
Eviction and court attendance			●
Property maintenance			●
Property inspections			●

Other Services: Suitable to non managed landlords and rent collection – all prices inc VAT

Tenancy Renewal Including Rent Review	150.00
Deposit Protection Service Submission	30.00
Property inspection and report (free for managed landlords biannually)	120.00
Landlords gas safety certificate <small>prices may vary</small>	65.00
Landlords electrical certificate <small>prices may vary</small>	202.80
Energy performance certificate <small>prices may vary</small>	94.80
Notice and section notices (free for managed landlords)	58.80
Assistance with independent evict service (including court and baliff attendance) – <small>subject to providers additional charges and legal fees. This fee is our service charge</small>	400.00
Administration Arising from a Dispute	65.00
Submission to HMRC re non resident landlord	60.00

Inventory Charges (mandatory on managed): additional charges for furnished property apply.

Studio – 1 Bedroom	130.80
2 – 3 Bedrooms	166.80
4 Bedrooms +	202.80

All Fees are Including VAT

For greater protection for landlords and to ensure financial fluidity for landlords, Orange Property Services offers landlords a Rent Indemnity and Legal Cost Insurance scheme.

This information provides a summary only. You will receive a full policy document upon application which you need to read through.

Our Rent Indemnity and Legal Cost Insurance scheme covers you, the landlord, against non-payment of rent. What's more, if your rent is not paid, the insurer will pay your legal costs (limits apply) to recover possession of your property from a tenant, providing the tenant is in rental arrears.

RENT GUARANTEED AND LEGAL FEES COVERED?

If your tenant defaults the policy covers up to the monthly rent for up to 6 months of your contract and until vacant possession is obtained. As we use a few providers benefits may vary, details provided upon request.

Legal costs arising from regaining possession of your property from a tenant are covered and we will support you every step of the way. There are limits to the amount that is covered and details can be provided upon request. The amounts are usually sufficient unless there are added complications.

AUTOMATIC RENEWAL OF YOUR INSURANCE

Unlike some agents Orange Property Services don't want to leave you exposed. We will automatically renew all managed and rent collection landlords.

The Rent Indemnity scheme is subject to providers terms and conditions.

Policy Exclusions

This policy can only be used if Orange Property Services have approved the tenants entering the property(s).

Contact Us about Rent guarantee warranty and legal cover for more information



The Deposit Protection Service

From 6 April 2007, all landlords and letting agents taking deposits for assured short hold tenancies (ASTs) in England and Wales must safeguard tenants money with a Government authorized tenant deposit protection scheme, or you could be liable to large penalties.

Deposits submission into a recognised scheme:

For fully managed we offer this service free of charge and lodge all the deposits with the DPS. For non managed we can offer this service but for a small admin charge. You are welcome to do this yourself but we will not be able to hand any money to you. We will put the money into your scheme once details are provided. If we don't get the details from you within **14 days** we will automatically put the tenants deposit into our own scheme so that we safeguard your interest. If we have to do this charges will apply.

The inventory:

It is essential that a thorough Inventory with clear wording, date and time stamped pictures is taken. This is a minimum expectation of all deposit protection services. The inventory needs to be supported with a check out report when the tenant hands back the property. Landlords pay for the inventory and tenants pay for the check out. Orange Property Services Inventories are conducted using Property Inspector software who take responsibility for the standard to be in line with deposit service requirements. **WITHOUT BOTH REPORTS YOU JEOPORDISE ANY CLAIMS TO THE DEPOSIT**

Checklist – We can help with any of these requirements

1. I have obtained a Gas Safety Certificate for the property?
2. Have I had the electrics checked within the last 5 years?
3. Have I sought permission to sublet from freeholder or estate management company, mortgage lender?
4. Furniture meets with the criteria of the Furniture and Furnishings (fire) Safety Regs 1988 (amended 1993)
5. I have placed a fully working smoke detector on every floor of my property?
6. I have informed the inland revenue if I am to reside abroad whilst my property is let, have I sought exemption from tax deduction from F.I.C.O. (Birkhead)
7. Landlords Insurance. If you are interested in landlords insurance please call to discuss
8. Provided instruction booklets for all electrical/gas appliances left in the property?
9. Have I taken meter readings and informed utility providers? (gas/electricity/telephone/TV licence, etc)
10. Have I redirected my mail ?
11. Have all repairs been carried out to the property?
12. Has the property been left in a clean and tidy condition, i.e. thoroughly cleaned kitchen and bathroom, windows cleaned, carpets , grass cut, etc. Best practise is to pay a company to do this so that the tenants have to do the same when they leave
13. Please note that Orange cannot be held responsible for properties that are unoccupied
14. Advise the council tax department of movement of tenants including dates when property is vacant. Orange cannot be responsible for any administrative errors
15. Is Orange carrying out your inventory (mandatory for managed properties)
16. I have submitted relevant sets of keys to Orange? 3 x managed 2x non managed . **If we don't have keys we will cut them at a cost without permission to allow the let to go ahead**
17. Non managed properties landlords must provide proof of deposit protection facility prior to tenancy or Orange will automatically place it with a scheme for an administration charge of £75 to adhere to legal requirements within 14 days of check in if you fail to provide this
18. Rent payment schedule noted by landlord and a float kept in landlords account for any delays which may occur due to bank holidays etc.
19. **I have provided my ID and proof of ownership**

General Information

Gas & Electrical Appliances

The Gas Safety Regulations 1994 & Electrical Equipment (Safety) Regulations 1994 & the Electricity at Work Regulations 1989 place special legal responsibilities on Landlords

Gas Appliances:

You (The Landlord) are required by law to meet certain criteria in respect of installed gas appliances and the supply of electricity and electricity appliances.

All gas appliances and associated pipe work and flues should be maintained annually and should only be worked on by a qualified Gas Safe engineer.

A gas appliance with an open flue should not be installed in a bedroom.

Where the gas meter is installed in a meter box, you should be supplied with a suitably labelled key to the box.

After work on any gas appliance, a defined series of safety checks must be performed.

Instructions for any gas appliance must be left for the occupier.

Any gas appliance that is suspected or known to be faulty or incorrectly installed must not be used by anyone.

A record of the gas appliances must be kept with the dates of inspection, any defects identified and made available for inspection by the tenant, if requested.

Ventilation is needed for gas appliances to work correctly and safely, take care not to block vents and air bricks.

If you do not comply with these regulations the maximum penalty is a fine of £5,000 or 6 months imprisonment, or both.

Electrical Appliances & Electrical Supply:

Electrical supply and appliances within a property must be 'safe'.

All electrical appliances must be checked at regular intervals for defects (e.g. frayed wiring, badly fitted plugs).

Any unsafe items should be removed from the property.

No statutory checking procedure or time scale exists. However, an annual inspection for electrical appliances including electrical supply safety check, by a qualified electrical engineer, is advisable.

Records of checks conducted at the property should be maintained for inspection.

Soft Furnishings

Soft Furnishings must comply with the Fire and Furnishings (Fire) (Safety) Regulations 1998

It is an offence for the landlord to supply furniture, which does not meet with this legislation, and failure to comply could result in fines of up to £5,000 and 6 months imprisonment, or both.

Upholstered furniture must have fire resistant filling material and must pass a cigarette resistance test.

Permanent covers must pass a match resistance test.

Furniture in any property which qualifies for the transitional period (i.e. was let prior to March 1993 and continued to be let) does not have to comply until the tenant, who occupies the property prior to 1st January 1997, vacates the property.

Any furniture added to the property since 1st March 1993 must comply with these requirements whether new or second-hand.

The regulations do not apply to : Antique furniture or any made before 1950, bedclothes (including duvets and pillowcases), Loose covers for mattresses, curtains, carpets, sleeping bags, cushion covers.

Other Information (we believe this information is accurate however its best to seek independent advice

Marketing:

Proactive marketing to help source good quality tenants as quickly as possible. Top websites , local newspapers and board marketing backed by our established reputation and networks.

Tenant Selection and Terms of Assured Shorthold Tenancy Agreement,

We aim to find professionally working tenants who have to passed rigorous checks and credit searches prior to moving into a property.

The AST (assured short hold tenancy agreement) is for a fixed term, a minimum of 6 months and maximum of 36 months, initial tenancy term can be 6 months or 12 months with a 6 months break clause.

At the end of this period, if the landlord and tenant wish for the tenancy to end, the landlord would be able to regain possession by giving 2 months notice to the tenant, a tenant may give 1 month notice to vacate, however, they don't have to give any notice if the term is fixed and it comes to an end.

We prepare the AST in house supported by C.A.R.L communication who underwrite them on our behalf. We are not responsible for any errors.

Smoke Detectors Act 1991

As a Landlord you must ensure that a smoke detector is installed on each floor of the property or we can do this for a charge.

Landlord and Tenant Act 1985 Section 11 as amended by Section 116 of the Housing Act 1988):

The landlord is liable:

- a) to keep in repair the structure and exterior of the property including drains, gutters and external pipes;

- b) to keep in repair and proper working order installation for supply of water, gas, electricity and for sanitation; and
- a) to keep in repair and proper working order the installation for heating and water heating.
- b) *Additionally, there is an implied term that the landlord shall permit the tenant "quiet enjoyment" (privacy). The landlord also has an implied right to view the condition and state of the repair of the property on giving the tenant 24 hours notice in writing*

Landlord and Tenant Act 1985 Section 11 as amended by Section 116 of the Housing Act 1988):

The landlord is liable:

- a) to keep in repair the structure and exterior of the property including drains, gutters and external pipes;

Property Contents:

Properties can be let either, furnished, unfurnished or part furnished. We do have a clause in our AST stating that if appliances break down the landlord is not responsible for repair.

It is usual for unfurnished properties to have flooring, curtain poles or tracks along with a cooking facility. (oven and hob)

The Inventory:

The burden of this document is upon the landlord.

A thorough inventory must be prepared for each property whether, furnished or unfurnished for the protection of both the landlord and the deposit.

If a dispute arises and the inventory is incomplete, Deposit Protection providers WILL give the deposit back to the tenants.

The inventory will be checked at the commencement of the tenancy and signed by the tenant, that they agree with its contents, if they have any comments, these will be noted.

The inventory will again be checked at termination of the tenancy and any missing, damaged or soiled items will be noted and charged to the tenant.

This payment will be assessed and must take into consideration the age and condition of the item in question, as landlords must allow for fair wear and tear and therefore should not expect tenants to pay the full cost for any replacement. Any disputes will be arbitrated by the Protection scheme and their decision is binding and final.

Assessing Rentals and Preparing Your Property:

The amount of rent is determined not only by the size of the accommodation, but also on the location of the property and the quality and extent of any furnishings, equipment and décor etc.

At the time of our instruction, we will provide a rental assessment, based on our experience of rentals currently being achieved in the area in order to effect an early tenancy. It is advisable to remove expensive, delicate or sentimental objects.

When preparing your property for letting, cleanliness is obviously a very important factor. If the tenants are being asked to maintain a property in a clean state, it is essential that it is clean before the tenancy commences. A tenant will more than likely be deterred from taking a property which is not clean. We can offer the services of cleaning upon request and can also provide estimates for any works which the landlord would like to undertake prior to letting, such as carpeting, painting, wallpapering, tiling etc. etc. as décor is also very important and will reflect in the rental income.

Seeking Permission to Let:

Where the property is the subject of a mortgage, permission may be required to let the property

In the case of leasehold properties, the freeholders consent may be required and also the consent of a management company should there be one.

Services, i.e. Gas/Electricity/Telephone/Water:

The new tenant is instructed by us to contact the above, and have the accounts and services transferred into their name. The landlord should ensure that all final meter readings are taken before the tenancy commences and termination of accounts submitted

Insurances:

Adequate insurance cover for the property is the responsibility of the landlord, including public liability in the unfortunate event of any accident.

Tenants are responsible for their own belongings.

Taxation and Stamp Duty:

Landlords resident in the UK:

For landlords resident in the UK, we have no responsibility to the Inland Revenue. Profit from property rental is generally taxable, although this is after all deductions in respect of the property are made, i.e. works to property such as repair or maintenance or if the property is mortgaged (some loans may also be included). If a property is to be let furnished also after a 10% allowance of the gross rental for wear and tear.

Overseas Landlord:

For landlords resident outside of the UK we are required by law to collect any income tax due and pay it quarterly to the tax office. You must obtain an exception certificate from the tax office, however we must deduct tax until the certificate is issued. The certificate should be applied for at your earliest convenience

Landlords/Tenants Obligations:

Landlords Obligations:

To pay:

Ground rent/maintenance charge (if leasehold property)

Water rates (if tenant not paying) , Tax, Agent fees

Cost towards the preparation of the tenancy agreement

To do:

To insure they have adequate insurance according to their needs

To maintain the structure of the property

To insure building and contents (owned by the landlord)

To allow quiet enjoyment

To permit tenant to terminate if property becomes uninhabitable

To provide warranties regarding their compliance with the statutory responsibilities and confirmation of ownership

To confirm have the right to let, from mortgagee, insurance companies and if leasehold, head/superior landlord (freeholder/management company)

To advise whether or not resident overseas and to confirm arrangements regarding the Finance Act 1995

To comply with the Furniture and Furnishings (Fire) (Safety) Regulations 1998 (as amended in 1989 and 1993)

To comply with the Gas Safety (Installation and Use) Regulations 1998 (as amended)

To comply with the Electrical Equipment (Safety) Regulations 1994

To confirm agent fees (across all services required)

To instruct agent regarding preparation of the tenancy agreement and inventories

Tenants Obligations:

To pay:

Rent

Consider insurance for their own possessions

Council Tax, gas/electricity/telephone and water

TV licence and contents insurance (owned by the tenant)

Interest on late payment of rent

Costs towards preparation of tenancy agreement

Referencing costs

Landlords/Tenants Obligations:

To do:

Look after the property

Keep the property clean and in good repair

Maintain the garden, Observe covenants of any head lease

Allow access to landlord/workmen/agent

Notify landlord/agents of any damages/repair issues

Leave property properly cleaned – carpets, curtain etc. (unless advised otherwise)

Tenant, not to do:

Assign or sub-let property, Remove any contents

Interfere with the structure of the property

Redecorate the property*, Cause or permit a nuisance

Keep animals, reptiles, insects*, Change the locks/telephone number (* Unless landlord permits otherwise).

LANDLORDS PLEASE NOTE: ALTHOUGH WE DO OUR BEST TO ENSURE THAT YOUR PROPERTY IS LET TO A GOOD TENANT WE CAN NOT GUARANTEE THAT THEY WILL BE BUT WILL ASSIST WITH DEALING WITH THE PROBLEM.

USING AN AGENT DOES NOT MEAN THAT, WE AS A COMPANY, WILL PAY FOR TENANTS DAMAGES/ARREARS SHOULD THERE BE ANY WE WILL ASSIST WITH PREVENTING AND RECOVERING THE PROPERTY AND ANY MONIES DUE.

HERE ARE SOME NOTES TAKEN FROM THE ARLA WEBSITE FOR YOUR INFORMATION:-

Avoiding Betterment & Considering Apportionment

The landlord should not end up, either financially or materially, in a better position than he was at commencement of the tenancy, or than he would have been at the end of the tenancy having allowed for fair wear and tear.

To avoid betterment, the allocation or apportionment of any costs, charges or compensation for damage must take into account all the factors relating to

- (a) fair wear and tear,
- (b) the most appropriate remedy and,
- (c) that the landlord should not end up either financially or materially in a better position than he was at commencement of the tenancy or as he would expect to be at the end of the tenancy having considered (a) and exercised (b).

A small to medium stain or mark on a carpet or mattress - perhaps £15 - £35 e.g. the cost of a "spot" clean or, this amount as the tenants' contribution to a full clean of the whole item, or as compensation for the diminution. A small to medium size chip or mark, scratch or burn on a kitchen worktop - perhaps £5 - £25. A landlord could of course decide to have a new carpet put down or a new kitchen worktop installed if they wished, but, they cannot lawfully charge the tenant for that full cost. The costs should be

apportioned and shared between landlord and tenant on the principles given above. e.g. Cost of new carpet £500 - apportioned £465 to landlord, £35 to tenant.

In the rare circumstances where damage (to the worktop/carpet/mattress) is so extensive or severe to the item so as to affect the achievable rent level/letability or quality of the property the most appropriate remedy might be to apportion costs according to the age and useful lifespan of the item.

Disclaimer

The brief information contained in this leaflet is believed to be accurate, however, it should not be relied upon in place of formal legal advice.

Repairs & Maintenance Issues

A landlord, in very general terms, has a legal responsibility to repair the structure and exterior of the property, including drains, gutters and external pipes; to keep in working order the installations for the supply of gas, electricity and water; and, for the installations for the provision of space and water heating. The landlord also has other legal responsibilities relating to the safety of such items as gas, electricity and furnishings as well as the general standard or fitness of the property for habitation.

A tenant has an implied covenant to act in a "tenant-like manner". Broadly, this means to report disrepair promptly; to take reasonable steps to ensure that neither the tenant nor guests damage the property, its fixtures and fittings; to do the minor day to day things any home-occupier would normally do e.g. replace light bulbs, fit a new battery in a smoke or CO2 detector, tighten an odd screw which has come loose on a door handle etc.; to keep the property reasonably warm and aired to help prevent condensation or freezing of pipes; to leave the property secure when absent from it; to keep the garden and other areas reasonably tidy and free from rubbish.