

# BROOKWOOD Lettings & Management





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We provide a complete lettings service designed to maximise rental income and minimise hassle for Landlords. From accurate property valuations and professional marketing to thorough tenant referencing, rent collection, and full property management, we handle every stage with care. Our local knowledge, proactive approach, and transparent communication ensure both landlords and tenants enjoy a smooth, stress free experience.

Whether you own one property or a portfolio, we are here to protect your investment and deliver reliable result.



# **Letting Services**

# **Option 1**

A Tenant Find Only Service - is a basic package offered where we find and vet suitable tenants for a rental property, and then hand over all responsibility for managing the tenancy to the landlord. This service is ideal for landlords who are comfortable handling day-to-day management but want a professional to handle the initial, complex stages of securing a new tenant.

# It usually includes:

- Property valuations & advice Assessing Markert rent and preparing the property for lettings.
- Professional marketing photos, listings on our property portals, social media.
- Enquiries & Viewings Handling tenant enquiries, arranging, and conducting viewings.
- Tenancy referencing Credit checks, employment verification, landlord references, ID checks, Right to rent checks and finally KYC/AML checks.
- Tenancy agreement preparation Drafting and arranging signing of a compliant tenancy agreement.
- Deposit collection & registration Collecting the deposit and registering it with a government approved scheme.

- Handover Providing the tenant with keys, inventory and legal documents at move in.
- Except where utility providers require your direct instructions, contacting them and the Council Tax authority to transfer utility bills in to the Tenant(s) name(s).

After that, the landlord takes over day to day management, rent collection and maintenance.



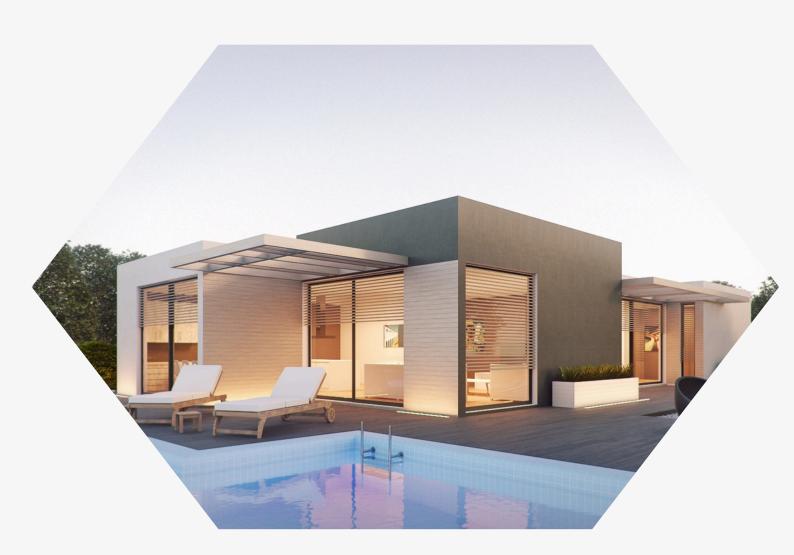
# **Option 2**

**Rental Full Management Service** - is a comprehensive, hands-off solution for landlords who want an agent to handle all aspects of the letting process. From finding and vetting tenants, collecting rent, and managing the property's maintenance and legal compliance throughout the tenancy.

# A full management service includes:

- Free rental valuation & property advice setting the right rent and preparing the home for letting
- Professional sourcing & vetting handling enquiries, viewings and carrying out full references which comprises of Credit checks, employment verification, landlord references, ID checks, Right to rent checks and finally KYC/AML checks.
- Legal documentation: Drawing up and managing all legal paperwork, such as the tenancy agreement and inventory.
- Deposit and rent management: Collecting and registering the tenant's security deposit and handling the monthly rent collection, including chasing any arrears.
- Ongoing maintenance: Acting as the tenant's primary point of contact for all issues and arranging for repairs and maintenance via a network of vetted contractors.

- Inspections and compliance: Conducting regular property inspections, managing safety certificates (e.g., Gas Safety), and ensuring the property meets all legal and regulatory standards.
- Tenancy transitions: Handling the check-in and check-out process and managing the deposit return at the end of the tenancy.



# **Relocation Services for Landlords**

Relocation services for landlords fall into two main categories: sourcing corporate tenants and managing the temporary displacement of existing tenants. Professional relocation agencies can help secure reliable tenants or provide full-service support when your property requires renovations or repairs.

# **Relocating corporate tenants**

Corporate relocation services are used to attract high-quality, long-term tenants. We work with relocation agencies, companies and embassies to house employees, providing a streamlined process and potentially better returns for the landlord.

# Services typically include:

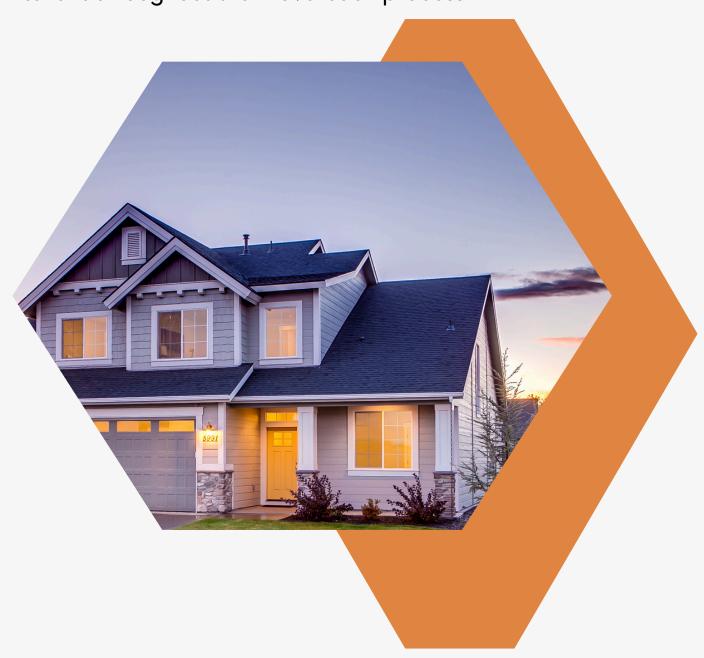
- Tenant sourcing: Introducing your property to a network of corporate clients, international assignees, and VIPs.
- Dedicated management: A personal account manager handles the search and administrative process, ensuring a smooth and stress-free tenancy.
- Quality assurance: Because the tenant's employer is often involved, a corporate relocation provides a greater degree of security and assurance.

# Relocating existing tenants due to property issues

If your property is made uninhabitable due to an event like a fire, flood, or major refurbishment, relocation services together with your insurance company will assist with managing the temporary displacement of your tenants.

Services for displaced tenants include:

- Finding temporary housing: we will source alternative shortterm accommodation, such as hotels, serviced apartments, or other properties, that meet the tenant's needs.
- Logistical support: we will help coordinate the move, including arranging for removals and storage for the tenant's belongings.
- laison and management: we will act act as an intermediary, communicating with both you, insurance company and your tenant throughout the move-back process



### TYPES OF TENANCY AGREEMENTS

# **Assured Shorthold Tenancies (ASTs) are**

the most common type of tenancy agreement for private renters in England and Wales. The upcoming Renters' Rights Bill, expected to take effect in early 2026, will abolish new ASTs and convert existing ones to periodic tenancies.

# Requirements for an AST:

For a tenancy to be an AST, certain conditions must be met:

- The property is privately rented.
- It is the tenant's main accommodation.
- The landlord does not live on the property.
- The tenancy began on or after January 15, 1989.
- The annual rent is typically between £250 (or £1,000 in London) and £100,000.

# Tenant and landlord rights:

An AST sets out clear rights and responsibilities for both parties.

### Tenant rights

- To live in the property undisturbed.
- To a safe and well-maintained property.
- To have their deposit protected in a government-approved scheme.
- To challenge an excessive rent increase through a tribunal.

# Landlord rights

- To receive rent on time.
- To end the tenancy under specific conditions.
- To use the tenant's deposit to cover legitimate costs, like damage or unpaid rent.

# **Company Lets**

A company let is a rental agreement where a corporate entity, rather than an individual, rents a residential property from a landlord. The company then houses its employees, executives, or other corporate clients in the property. This arrangement is common for housing relocated staff, contractors on temporary assignment, or for short-term corporate accommodation.

# How a company let works

In a company let, the company itself is the named tenant on the rental contract and is responsible for paying the rent and fulfilling all obligations of the tenancy. The specific person or people living in the property are considered licensees, with their agreement being with the company, not the landlord.

Key differences from a standard Assured Shorthold Tenancy (AST) include:

- Tenant Identity: The tenant is a business, not a private individual.
- Legal Protections: Company lets are not governed by standard residential tenancy laws, such as the Housing Act 1988 in the UK. This gives the landlord more flexibility regarding matters like rent increases and notice periods.
- Contracts: These are commercial, non-assured tenancy agreements, and the standard AST contract is not suitable



# Benefits of a company let for landlords

- Reliable income: Rent is typically paid on time, often by a professionally managed corporate account. This reduces the risk of arrears compared to individual tenants.
- Longer lease terms: Corporate tenants often seek longer-term leases (up to several years), offering landlords more stability and fewer void periods
- Higher-quality tenants: Companies have a reputation to uphold and tend to look after properties to a high standard. Corporate clients often require high-spec, well-maintained properties and are willing to pay a premium for them.
- Simplified eviction: Recovering possession of the property can be simpler than with an AST, as the standard notice procedures do not apply. If the company breaches the contract, a landlord can serve a "Notice to Quit".

# **Compliance for Landlords in Rental Properties**

UK landlords must ensure properties are safe through certificates for gas, electricity, and energy performance (EPC), protect tenant deposits in a government-approved scheme, conduct "Right to Rent" checks in England, and provide the "How to Rent" guide. They also have a duty to keep properties free from serious hazards under the Housing Health and Safety Rating System (HHSRS) and maintain all gas and electrical equipment.

# Safety and Maintenance

- Gas safety: An annual gas safety check must be carried out by a Gas Safe registered engineer on all gas appliances and flues. A copy of the gas safety record must be given to tenants.
- Electrical safety: Landlords must ensure all electrical installations are inspected and tested by a qualified person at least every five years. An Electrical Installation Condition Report (EICR) must be provided to tenants.
- Fire safety: At least one smoke alarm must be fitted on every floor of the property. A carbon monoxide alarm must be installed in any room with a fixed fuel-burning appliance. Any supplied furniture must be fire-safe.
- Fitness for human habitation: Under the Homes (Fitness for Human Habitation) Act 2018, landlords must ensure their property is safe, in good repair, and free from serious health hazards, including damp and mould.
- Awaab's Law: Landlords will be required to investigate and fix serious hazards like damp and mould within specified timeframes.

# **Documentation and information**

- Energy Performance Certificate (EPC): A valid EPC with a minimum rating of 'E' is required before a new tenancy begins and must be provided to tenants. The government has confirmed plans to raise the minimum rating to 'C' by 2030.
- How to Rent Guide: For tenancies in England, landlords must provide tenants with a copy of the government's official How to Rent guide at the start of a new tenancy.
- Right to Rent checks (England): Landlords must check that any adult tenant has the legal right to live in the UK before the tenancy begins. Failing to do so can result in large fines.

# **Tenant Rights and Information**

# **Deposit Protection**

• Tenants' deposits must be protected in a government-approved deposit protection scheme within 30 days of receiving it.

# Right to Rent (England)

• Landlords in England must check that all tenants aged 18 or over have the legal right to rent a property.

# How to Rent" Checklist

• Landlords must provide tenants with the government's "How to Rent: The Checklist" at the start of a new tenancy.

### **New Enhanced Tenant Checks**

Tenant enhanced checks are a comprehensive background screening process, mandated for UK letting agents from May 2025, that goes beyond basic checks by including legal requirements like Right to Rent and new Sanctions Checks for money laundering and terrorist financing compliance. They also involve detailed checks on identity, financial status (including <u>CCJs</u> and bankruptcy), criminal history, employment, and previous rental references to assess a tenant's reliability and financial stability, helping to prevent fraud and protect landlords.

# **Key Components of Enhanced Checks**

### **Verification of Personal Details:**

 Confirming the tenant's name, address, contact information, and other identification documents.

# Right to Rent Checks:

• Legally required in England, these checks confirm a tenant's eligibility to rent in the UK based on their immigration status.

### Financial Searches:

 This includes credit checks, checks for County Court Judgments (CCJs), bankruptcy, and other financial liabilities to assess solvency.

# **Employment & Reference Checks:**

 Verifying employment history, income stability, and obtaining references from previous landlords and employers to assess reliability and payment history.

# Criminal History & Adverse Media Checks:

 Screening for criminal convictions and searching for negative media coverage that could indicate potential risk.

### **Sanctions Checks:**

• A new requirement for letting agents in England, this involves checking if a prospective tenant is on the UK's official sanctions list for money laundering or terrorist financing.

# Why These Checks Are Important

# Legal Compliance:

 New regulations require specific checks to prevent money laundering and ensure landlords meet their legal obligations, particularly regarding <u>Right to Rent</u>.

# **Risk Mitigation:**

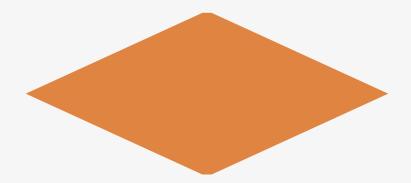
• These detailed checks help landlords identify potentially high-risk tenants, reducing the likelihood of rent arrears, property damage, and other issues.

### Fraud Prevention:

• A thorough screening process can identify individuals attempting to use false information to secure a tenancy.

# **Property Protection:**

• By understanding a tenant's financial stability and reliability, landlords can better protect their investment and ensure consistent rent payments.



# **Landlord Vetting**

As of 14<sup>th</sup> May 2025 Landlord KYC (Know Your Customer) and AML (Anti-Money Laundering) checks are a new legal requirement for UK letting agents, where they verify landlord identities and screen them against official sanctions lists to prevent financial crime and ensure regulatory compliance.

These mandatory checks involve verifying documents like passports or driving licences, cross-referencing with Land Registry records to confirm ownership, assessing financial risk, and screening against the UK sanctions list. Failure to comply can result in significant fines.

### What are KYC & AML checks?

# KYC (Know Your Customer)

• A process for verifying the identity of new clients to ensure they are who they claim to be.

# <u> AML (Anti-Money Laundering)</u>

• Processes to prevent illegal activities like money laundering, fraud, and terrorist financing, often overlapping with KYC.

# Why are they important for landlords and letting agents?

- **Legal Compliance:** They are a legal requirement in the UK to prevent financial crime.
- **Risk Mitigation:** They help letting agents avoid facilitating illegal activities and the severe consequences that come with them.
- **Reputational Protection:** Maintaining integrity builds trust and protects the firm's reputation.

• **Regulatory Adherence:** They ensure compliance with standards set by regulatory bodies.

# What do the checks involve?

# **Identity Verification:**

• Agents must verify the landlord's identity by checking governmentissued documents like a passport or driving licence.

# **Ownership Verification:**

• Cross-referencing with Land Registry records to confirm the landlord's ownership of the property.

# Financial Due Diligence:

• This can include asking for proof of their bank account to ensure rent payments are going to the correct person and assessing the financial risk associated with their activities.

# Sanctions Screening:

• Screening the landlord against the UK's official sanctions list to identify any links to terrorism, political corruption, or organised crime.

### **Risk Assessment:**

• Assessing the overall risk associated with the landlord's financial dealings and relationship with the letting agent.

# What happens if there is a match or suspicion?

If a landlord or tenant is found on the UK's official sanctions list, or if a
match is suspected, the letting agent is legally required to freeze any
property or assets and report the matter to the Office of Financial
Sanctions Implementation (OFSI).

# **Proposed Changes to Eviction Notices**

Section 21 is being replaced by a new "modern tenancy system" and the expanded use of Section 8 notices, which require landlords to have a valid reason to evict tenants. The Renters' Rights Bill introduces new or revised grounds for possession under Section 8 to replace the no-fault Section 21 eviction process. Key changes include the abolition of fixed-term tenancies and an increase in the notice period for certain grounds, such as selling the property.

Key Changes from Section 21

# Reason for eviction required:

Landlords can no longer end a tenancy with a Section 21 notice without giving a reason. Instead, they must use a Section 8 notice, which requires them to specify a valid legal ground.

### Abolition of fixed-term tenancies:

All new tenancies will be periodic tenancies from the start. This creates a more stable environment for tenants and allows landlords to use Section 8 grounds more broadly.

# **Expanded grounds for possession:**

The Renters' Rights Bill will introduce revised Section 8 grounds for possession, including a specific ground for landlords to sell up or move into the property themselves.

# Longer notice periods for some grounds:

For certain grounds, such as selling the property, the notice period for landlords will be increased.

# **Court process:**

Once Section 21 is abolished, all evictions will go through the courts, which may introduce digital procedures to speed up the process. A Section 8 notice, requires specific legal grounds outlined in the Housing Act 1988. Common grounds include rent arrears, anti-social behavior, and breaches of tenancy agreements. These grounds can be either mandatory, where a court must grant possession if proven, or discretionary, where the court has more leeway.

Mandatory Grounds (Court must grant possession if proven):

- <u>Ground 1: Owner Occupation</u>: The landlord intends to live in the property themselves, having previously lived there as their main home.
- Ground 2: Mortgagee Possession: A mortgage lender is repossessing the property.
- Ground 7: Death of Tenant: The tenant has died.
- <u>Ground 8: Rent Arrears</u>: Significant rent arrears, with specific thresholds for weekly, monthly, and quarterly rent payments.
- Ground 7A: Anti-social behaviour: This includes serious nuisance or annoyance to neighbors or damage to the property.
- <u>Ground 7B: No Right to Rent</u>: Tenant's immigration status makes them ineligible to rent in the UK.

Discretionary Grounds (Court may grant possession if deemed reasonable):

- **Ground 10: Rent Arrears:** When any rent is owed, even if not meeting the "serious arrears" threshold of Ground 8.
- **Ground 11:** Persistent Late Payment of Rent: Rent is consistently paid late.
- **Ground 12:** Breach of Tenancy Agreement: Any breach of the tenancy agreement, such as damage to the property or subletting without permission.
- **Ground 13:** Deterioration of Property: Damage to the property or its furnishings.
- **Ground 14:** Anti-social behaviour: Similar to Ground 7A, but potentially less severe.
- **Ground 17:** False Statement: The tenancy was granted based on a false statement made by the tenant.

Key Considerations:

### **Notice Period:**

The notice period required for a Section 8 eviction varies depending on the specific grounds and whether they are mandatory or discretionary.

### **Fixed Term Tenancies:**

Some grounds can only be used after the fixed term of the tenancy has ended.

### **Evidence:**

Landlords need to provide sufficient evidence to support their claims when relying on discretionary grounds.

# Legal Advice:

Landlords and tenants should seek legal advice when facing Section 8 eviction proceedings.

