



**Home Sweet Home Lettings**  
**117 South Street, Eastbourne, East Sussex, BN21 4LU**  
**Tel: 01323 748874 \* enquiries@hshome.co.uk**

**Thank you for taking the time to explore the rental services we provide.**

**Home Sweet Home is an efficient, friendly and professional service with over 30 years combined experience. We have a proven and successful track record since we started our lettings business in 2006 and now we look forward to helping you too. We have an impressive town centre office which is open 6 days a week. Please see below our frequently asked questions and T&C's.**

### **Terms and Conditions**

We advertise extensively on the internet with [rightmove.co.uk](http://rightmove.co.uk), [primelocation.com](http://primelocation.com), [zoopla.co.uk](http://zoopla.co.uk), [onthemarket.com](http://onthemarket.com) and our own website [hshome.co.uk](http://hshome.co.uk)

When instructing Home Sweet Home, landlords will be expected to provide us with three sets of keys on our Full Management service.

When an applicant advises that they wish to enter into a tenancy agreement on a certain property we take a 1 weeks holding deposit to secure the property for up to one month. During this time references are obtained and the property comes off the market.

When referencing, we take up a credit check that includes a bank/building society or other financial reference including checking non-EU residents which includes passport validation. An employment reference and existing / previous landlord is also requested.

Should you require us to do so; copies of the references can be forwarded to the landlord prior to entering into the tenancy agreement. A tenant shall be considered suitable by us at our absolute discretion and we shall not be liable for any loss or damage arising as a result of a tenant's unsuitability.

We use the Assured Shorthold Agreement under Part 1 of the Housing Act 1988, as amended by Part 3 of The Housing Act 1996. Home Sweet Home shall sign the agreement on behalf of the landlord. The tenancy term will run for a minimum of 6 months at the agreed rental amount. The tenant will be responsible for all utilities unless otherwise stated by the landlord. After the 6 month period, if agreeable by the landlord then a renewal of tenancy shall be offered to the tenant for a further 6 or 12 months. Should the landlord wish for a periodic tenancy, the tenant will remain bound by the same terms and conditions of the original agreement and the tenant will need to give one month's notice from the rental date if they wish to vacate the property. The landlord will need to give 2 months' notice from the rental date to reclaim the property.

Collection of a 5 weeks deposit will be held by Home Sweet Home as the landlord's agent against any breakages, property damage or outstanding accounts. The deposit is held in a special clients account and is logged with a government approved scheme. Wherever possible, the landlord/agent and the tenant should agree to apportion the deposit at the end of the tenancy. If an agreement cannot be reached, arbitration may be necessary. Home Sweet Home is a member of MyDeposits. Our agent number is 30911227.

If we do not hear from the landlord within 14 days of your tenant's vacation, Home Sweet Home is legally required to release the full deposit back to the tenants. **Please note** if Home Sweet Home is not instructed to prepare an Inventory, we will not enter into any discussions regarding disputes at the end of tenancy.

Collection and payment of rent on a calendar month basis will be paid to the owner with a statement showing commission deducted and any disbursements. This applies to our Rent Collection and Full Management service. Every effort will be made to ensure that rent is forwarded within 3 working days of the payment being received however this cannot be guaranteed within these timescales as delays may occur due to circumstances beyond our control. Rent collected by Home Sweet Home will be paid directly into the landlords bank/building society account. Statements of account will be sent to the landlord on a monthly basis via email. An annual statement will also be provided on request.

Landlords choosing the Fully Management service can also benefit from our optional rent guarantee scheme which includes legal cover. A one-off fee at the start of the tenancy is all that is required and there is no monthly charge or increase in our % charge. Benefits can include 100% of the rent paid for up to 12 months. 75% of the monthly rent for up to 2 months after vacant possession has been obtained. Up to £60,000 legal cover to defend against legal actions brought by a tenant and to gain possession of your property from unauthorised occupants. For further information and pricing, we do arrange for our referencing agent to contact you direct to explain in more detail.

We will carry out 2 routine visits per annum on our Full Management service. These inspections are carried out by a senior member of staff and are of a limited scope, of a generally superficial nature and are neither an Inventory check nor a survey. Home Sweet Home, however, reserves the right to take whatever action is appropriate in an emergency situation. For emergency repairs, we will endeavour to contact the landlord before work is authorised, but if we are unable to make contact and we believe it to be reasonable circumstances, then we will authorise the repair up to £250. The cost of such work will be deducted from the rental income, or billed directly to the landlord. A copy of any maintenance invoice will be included with the monthly statement to substantiate its deduction. We are obliged to point out that Home Sweet Home may receive a referral commission from some tradesmen. We have a dedicated member of staff that deals with maintenance and repair. All tenants are to report issues via our maintenance email or our emergency contact number.

All rental properties must be installed with a smoke alarm on each living level of the property and a carbon monoxide alarm located within proximity of the gas supply. It is the responsibility of the landlord to ensure these are fully functional prior to commencement of a tenancy. Once the tenancy begins, it will become the tenant's responsibility to ensure the alarms remain functional.

It is a legal requirement that all rental properties must have a valid annual gas safety certificate before a tenancy commences. Checks must be carried out by a Gas Safe registered engineer annually. If the landlord has a valid certificate then this must be provided to Home Sweet Home upon instruction.

It is also a legal requirement that all rental properties must have a valid electrical safety certificate before a tenancy commences. Any works required to make a property safe must be carried out within 28 days or in accordance with government guidelines and/or the advice of the qualified electrician. The certificate is valid for 5 years. If the landlord has a valid certificate then this must be provided to Home Sweet Home upon instruction.

All properties being marketed for rental must have an EPC available to prospective tenants. This must be a grade 'E' or above. The EPC gives the ratings for both the energy efficiency and the environmental impact. Once obtained, an EPC is valid for 10 years as long as no changes are made which may affect it. Trading Standards can impose a fine of £200 per day for failure to provide an EPC. The charts that show the results of the EPC must be shown on the marketing particulars and therefore the EPC needs to be carried out before marketing can begin.

Any soft furnishings or furniture left at the property must comply with the fire resistance requirements that came into effect in 1988.

If appropriate, you must inform your building society/bank/freeholder of your intention to let your property and obtain their permission to do so. Failure to do this could result in difficulties later on and Home Sweet Home will not be responsible for any costs if it is later discovered that sub-letting is not permitted. If you own a leasehold property, it is important to inform your building's managing agent of your intention to let your property, and thereafter organise the future payments of ground rent and maintenance.

Landlords must notify their insurance company of their intention to rent their property and ascertain whether or not the insurer imposes any special conditions. It is advisable at the same time to arrange a method of making the payment of future premiums. Home Sweet Home will not be liable for any damage to the property or for any loss of contents. Home Sweet Home accepts no responsibility for any injury to tenants of managed properties as it is the responsibility of the landlord to ensure that appropriate insurance cover is in place.

In the highly unlikely event that either the landlord or Home Sweet Home decide to cancel or terminate the agreement, 1 months notice must be given in writing to the other side which must include the actual date of termination. If Home Sweet Home cancels the agreement there would be no further charges payable to us. If the landlord cancels the agreement whilst a 6 or 12 month tenancy is still running, on a property which we collect rent or fully manage, then the remainder of our fees will still be payable to us in one final lump sum, relevant to the remaining duration of that tenancy. If a cancellation does take place, Home Sweet Home may choose to no longer hold the deposit.

If the landlord accepts a tenant who is in receipt of universal credit, there will almost certainly be a delay in the processing of the first benefits cheque from the council concerned. In these cases, once the benefit payments have commenced, they will normally be paid to Home Sweet Home every 4 weeks, and not on a per calendar month basis.

In the event that a current or previous tenant or any associated person introduced to the property by Home Sweet Home should subsequently purchase the landlords property, a commission of just 1.25% (includes VAT) of the purchase price is payable to Home Sweet Home upon completion of the sale.

Home Sweet Home makes extensive enquiries as to the suitability of tenants, however any expenses incurred in recovering monies owed, loss of rent, or in the repossession of the property, must be borne by the Landlord, Home Sweet Home will assist in the issuing of appropriate legal notices to any tenant who is required to vacate the property, and also in the initiation of any court proceedings that become necessary during the tenancy.

Should you have any further questions regarding our services, please do not hesitate to ask a member of staff.

