



Relevant letting fees and tenant protection  
information from 1<sup>st</sup> June 2019

Relevant letting fees for existing tenancies prior  
to 1<sup>st</sup> June 2019

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*'Changing the face of estate agency'*

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NALs licenced member (The National Approved Letting Scheme)



Client money protection (CMP) provided by NALS



Independent redress provided by The Property Ombudsman (TPO)



## Relevant letting fees and tenant protection information from 1<sup>st</sup> June 2019

As well as paying the rent, you may also be required to make the following permitted payments.

Before the tenancy starts payable to Property Divas Limited ("The Agent")

Holding Deposit: 1 week's rent (with your written consent) forms part of;  
Deposit: 5 weeks for tenancies where the annual rent is below £50,000 per annum  
6 weeks for tenancies where the annual rent exceeds £50,000 per annum

During the tenancy payable to Property Divas Limited ("The Agent")

Payment of **£50 inc vat** to change the tenancy agreement, for example adding a new person to the Tenancy agreement when requested by the tenant, or reasonable costs incurred if higher.

Payment of interest for the late payment of rent. A default fee can be charged for late payment of rent where the rent payment has been outstanding for 14 days or more (from the date set out in the tenancy agreement) The fee charged will be 3% above the Bank of England's base rate for each day that the payment is outstanding.

Payment of reasonable costs incurred for the loss of keys/security devices. A default fee can be charged for a lost key or equivalent security device. The landlord or agent will provide evidence in writing that the costs they have incurred are reasonable.

Payment of any unpaid rent or other reasonable costs associated with your early termination of the tenancy

The Tenant Fees Act 2019 does not affect the landlord's entitlement to recover damages for breach of the tenancy agreement by way of a deduction from the tenancy deposit or court action.

During the tenancy (payable to the provider) if permitted and applicable

Utilities – gas, electricity, water

Communications – telephone and broadband

Installation of cable/satellite

Subscription to cable/satellite supplier

Television licence

Council Tax

Any other service which a tenant may wish to avail for their own use.

Other permitted payments

Any other permitted payments, not included above, under the relevant legislation including contractual damages.

## Tenant Protection

**Property Divas Limited** is a member of Client money protection (CMP) provided by NALS, which is a client money protection scheme, and also a member of The Property Ombudsman (TPO) which is a redress scheme. You can find out more details on the agent's website or by contacting the agent directly.

**Complaints procedure** We are confident of providing a high quality of service in all respects. If, however, you have any queries or concerns about our work for you, please raise them in the first instance with the Lettings Negotiator. If that does not resolve the problem to your satisfaction or you would prefer not to speak to that person, then please contact one of our client care directors, Michelle Barr or Helen Duncan. Any complaint made by you will be handled in accordance with our complaints procedure. In the event that we do not handle any complaint to your satisfaction, you are able to have recourse to the OMBUDSMAN FOR ESTATE AGENTS (TPO Ltd) [www.tpos.co.uk](http://www.tpos.co.uk)

## Relevant letting fees for existing tenancies prior to 1<sup>st</sup> June 2019

### Prior to commencement of the Tenancy;

**Tenancy set up fee £222 inc VAT** per property.

Agreeing terms, contract negotiation and compilation of the tenancy agreement.

**Credit referencing and right to rent checks £35 inc VAT** per person

Referencing, identity, immigration and visa confirmation, financial credit checks, obtaining references from current or previous employers/ landlords and any other relevant information to assess affordability

**Independent inventory check- in fee (Tenant share) £90 (studio) - £360 (4 bedrooms) inc VAT**

The fee is for the preparation of an inventory and schedule of condition of the property including taking meter readings for utilities and services. This fee is dependent on the size of the property and if larger than 4 bedrooms will be clarified prior to an offer being made.

**Pet deposit** Returnable additional security deposit of **£ two weeks rent**

To cover the added risk of property damage. This will be protected with your security deposit in a Government- authorised scheme and may be returned at the end of the tenancy

### During the Tenancy if applicable;

**Pro-rata fee**

Based on commission paid already by your Landlord for the unexpired term remaining in the event of your wishing to terminate your tenancy before the end of the term and the Landlord is in agreement thereto unless you are terminating in accordance with the terms of the tenancy agreement

**Extension fee £90 inc VAT** per property when extending an agreement.

To cover contract negotiation, amending and updating terms and arranging an extended tenancy agreement.

**Tenant substitution fee £180.00 inc VAT**

Charged in the event of any Tenant substitution for each and every Tenant substitution if permitted by the Landlord, to cover referencing and updating the tenancy agreement.

**Unpaid rent / return payments reminder letter £30 inc VAT and interest charged**

Charged for each letter/ email communication sent by Property Divas regarding late or non-payment of rent starting 7 days after the rent became due. Interest will also be charged within 7 days of the day on which it became due the same shall be payable with interest thereon at the rate of 4% per annum above the base minimum lending rate of Barclays bank for the time being in force calculated on a day to day basis from the day upon which it became due down to the date of payment.

**Lost security items £60 inc VAT plus item cost**

Obtaining necessary permissions, sourcing providers and travel costs.

**Changing Utility provider without Landlord approval £180 inc VAT per utility provider**

The tenant agrees to a charge of £180 incurred for each utility where the supplier is found to have been changed by the Tenant subsequent to the tenancy commencement date without the Landlord's written permission.

**Out of hours services £90 per hour inc VAT plus any actual costs incurred**

Where actions of the Tenant results in the agent (or nominated contractor) attending the property, time to remedy the situation.

**At the end of your Tenancy;**

**Independent inventory check – out fee (Tenant share) £NIL Landlord pays the check-out fee**

In some instances this may be reversed by prior agreement and the landlord pays the check-in and the Tenant the check-out.

Attending the property to undertake an updated schedule of condition based on the original inventory and negotiating the repayment of the security deposit.

**Schedule of dilapidations if required £150 inc VAT to £425 inc VAT**

The preparation of any schedule of dilapidations in the event that substantial damage has been cause to the property. This price will be dependent on the scope of the damage caused.

**Professional cleaning (if required) £30 inc VAT per hour**

This will be deducted from the security deposit and is only charged where professional cleaning is necessary to return the property to the same condition as at the start of the tenancy.

**Non re – direction of post £150 inc VAT**

Charged in the event that the exited Tenant has not re directed his post for a period of 12 months after the end of the Tenancy to cover the organisation of postal redirection by the Landlord or his appointed agent.

## **For general information:**

### **Deposit**

Six times the weekly rent equivalent in most cases (there will be exceptions by prior negotiation) - to be paid before or at commencement of the tenancy and to be placed into a government protection scheme and physically held by Property Divas Limited as stakeholder for the duration of the tenancy in a separate client account. No deductions to this Deposit will be made without the written agreement of both the Landlord and the Tenant. Property Divas Limited excludes liability for loss caused by the insolvency of the bank holding this account.

### **Reserve fee**

Once an offer has been agreed by prospective Landlord & Tenant, and to show commitment to the Landlord, and enable us to remove the property from the market whilst we obtain references, we require a two week rent equivalent reserve. This amount will form part of the above Deposit upon commencement of the letting.

### **Rent payments**

Upon commencement of the tenancy the first rental payment falls due in cleared funds as detailed in the Tenancy Agreement. Unless otherwise agreed, all rent payments are to be made by one single transaction by standing order and are to be received in the Landlord's designated bank account as cleared funds on every due date of every month or the preceding working day if falling on a weekend or holiday.

### **References/ identification**

All agreed offers to let are subject to satisfactory references to be approved by the Landlord. Usually our Landlords require; a bank reference, (your bank may charge you for supplying a bank reference to us having obtained your permission to do so), previous/ current landlord's reference, employer's reference, work visa (if applicable) valid for the duration of the tenancy, two or more recent payslips and copy of passport/ visa.

Anti-Money Laundering Regulations; As Property Divas is subject to the Money Laundering Regulations 2007 we will need to ask you for suitable identification, and will be unable to proceed with any work on your behalf if we are unable to obtain this from you.

### **Check-in and check-out**

At the commencement of any letting it is usually (unless agreed otherwise at offer stage) the Tenant who pays for the inventory check-in report and the Landlord who pays for the inventory check-out report. Both are usually compiled and carried out by independent clerks/ companies that specialise in these reports. A Tenant is welcome to attend the inventory check in and out.

### **Extension of Agreement**

We will make contact with you and your Landlord 60 days before the expiration of the first term. If at that time you would like to extend the tenancy, Property Divas we will make a charge of £90 inclusive of vat per extension to cover our administration cost as detailed above.

### **Contents Insurance**

The Tenant will be responsible for insuring his or her own belongings throughout the tenancy. If you would like to contact HomeLet - supplier of Tenant's Contents insurance you may contact them on 0845 117 6000 quoting reference Property Divas 1504671 Property Divas will receive a small moiety of their commission for every policy taken out along with renewal commission in the event of extended terms.

## **Utilities**

Upon signing the tenancy agreement The Tenant assumes liability for the entire duration of the Tenancy for

Gas

Electricity

Council tax

Water rates

TV licence.

And possible other costs associated with the property for example; alarm connection to the police

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## **Amendments**

We reserve the right to change the above schedule of fees upon providing reasonable notice in writing.