

CHARLES HARDING

VALUERS AND ESTATE AGENTS

PROPERTY MANAGEMENT AND LETTINGS

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GUIDE TO LANDLORDS

**INFORMATION
TERMS AND CONDITIONS**

A GUIDE TO PROPERTY MANAGEMENT AND LETTING

GENERAL CONDITION OF PROPERTY

In order to let the property quickly and at the best possible rental value it is essential that the property is presented well in good decoration clean and tidy. A property will let perfectly well furnished part-furnished or unfurnished and as part of our initial assessment we will help with this decision based on our experience of similar properties in the area. Properties are best viewed after any decoration or refurbishment is completed neutral colours are more favourable and all personal items should be removed. We recommend the property is professionally cleaned and additionally if carpets are not new they should be professionally cleaned.

WHAT TO LEAVE IN YOUR PROPERTY

The following notes have been prepared for guidance only and are not a comprehensive list.

Unfurnished property:

- Carpets and curtains at all windows – all good quality and condition
- A Cooker
- Any other items that you wish to leave behind

Furnished property: The above plus:

- White goods and kitchen utensils
- Cutlery and crockery ensuring that there is sufficient for the number of bedrooms
- Iron and ironing board vacuum cleaner and other household cleaning appliances
- Sufficient quantity and good quality seating for the lounge and a dining table with chairs
- Good quality beds and mattresses (with protectors) wardrobes and chest of drawers
- A selection of gardening tools in good order to enable tenant(s) to easily maintain gardens

We do not recommend that television sets or stereo units are included as they would have to be repaired at the Landlords expense.

INVENTORY AND SCHEDULE OF CONDITION

Furnished or unfurnished all properties have fixtures and fittings which need itemising and condition of recorded. It is an essential document relating to the letting of the property and the tenant will be required to sign and check the Inventory on commencement of tenancy.

At the end of the tenancy the Inventory will be checked against dilapidations on the property.

KEYS

The landlord must supply three sets of keys to the property. One set of keys per tenant will be supplied at commencement of tenancy plus a set retained by the Agent for access in emergency and for inspections.

MAIL

The Landlord should ensure that mail is re-directed by the postal service during the tenancy and likewise it is a condition of the tenancy agreement that tenants make arrangements for the re-directing of mail. Tenants are not required to receive and store mail on behalf of the Landlord.

CONSENT TO LET

If the Landlord has a mortgage you must obtain consent from your mortgage lender. If the property to be let is leasehold the lease may require consent from the Landlord prior to sub letting.

INSURANCE

The Landlord should insure the structure of the building and the Landlord's contents. The Insurers are to be notified when a Landlord intends to let the property and where a Landlord is going overseas. The insurers will probably be prepared to continue the cover but most likely will exclude damage by Tenants and in the event of items being stolen the Tenant will need to prove forced entry. They may also require details of the Tenant's profession or occupation. It is helpful for us to know the Insurance companies and the policy numbers. We advise that contents are insured to include accidental damage cover. Check details of your insurance policies for vacant properties as this cover may be needed between lettings. Should you encounter problems obtaining Building/Contents insurance we can usually help.

MANAGEMENT LETTING PROTECTION POLICY

Every care is taken to ensure good tenants are found and in the vast majority of cases the tenancy runs smoothly. However on some rare occasions problems can arise where for example a tenant falls in arrears with rent or causes damage to the property. In these circumstances the Landlord may suffer loss of income and incur expenses such as solicitors fees. We therefore consider it well worth taking out a Management Letting Protection Policy and should this be required we can arrange for this protection at very reasonable cost.

TAXATION

Rental income is subject to UK income tax in all cases. Landlords residing in the UK are responsible themselves for the declaring of rental income to the Inland Revenue.

If a Landlord is classified Non-Resident and is residing overseas as Agent we are obliged to deduct tax at the basic rate from rental income to cover potential tax liability and forward it quarterly to the Inland Revenue.

Non-resident Landlords may apply for a Certificate of Exemption giving approval to receive the gross rental income without tax deduction.

LEGAL PROCEEDINGS

Should a potential problem arise with a tenancy as Agent we will endeavour to establish the cause of the problem and resolve it as quickly as possible. If the matter cannot be resolved and the breach of agreement continues the Landlord will accordingly be advised. If legal action is required whilst we will offer assistance and relevant documentation in the event of any breach of agreement the Landlord will be responsible for instructing their own solicitor and the paying of any costs incurred in the issuing of proceedings.

Likewise assistance will be offered but the Landlord will need to seek independent advice regarding any action the Landlord may wish to take under Section 8 or related issues.

TENANTS RIGHTS

Tenants do have rights to "possess and enjoy the premises during the Tenancy without any interruption from the Landlord". Should a Landlord wish to gain access to the property during a Tenancy they must contact Charles Harding Lettings and Property Management and we will give Tenants seven days written notice. If a Landlord affects entry to a Tenanted property without the Tenants consent and without giving prior notice they will be trespassing and in effect be breaking and entering. They may even be liable for damages under the Housing Act 1988.

INSPECTIONS

The first inspection will be made on commencement of tenancy. Subsequent inspections of the property will be made every three months (unless otherwise instructed) and a report will be forwarded to the Landlord. The main purpose of the inspection is to confirm that the property is being adequately maintained and if necessary take appropriate action before a problem develops. Rarely problems arise from these inspections and tenants take considerably more care of the property when the Agent is regularly visiting the property. Please note that our responsibility to manage and inspect a property (unless otherwise agreed) exists only from the date a letting commences until vacation of the premise by the tenant - not from the date of instruction to seek a tenant.

RENT

As a member of NAEA (National Association of Estate Agents) and OEA (The Ombudsman for Estate Agents) our accounting complies fully with their Codes of Practice

If we are collecting the rent it is demanded in advance on a monthly basis from the commencement of the tenancy After deductions of fees and any expenses due the balance will be paid directly into the Landlord's bank account as quickly as possible and within seven working days of receiving cleared funds A monthly statement of account will be sent to the Landlord

Rents quoted are to include insurance premiums for buildings and Landlord's contents and any other charge or taxes levied in respect of the property apart from utility services such as gas electricity telephone water charges and council tax

RENT ARREARS

If rent is received late or becomes in arrears letters will be issued to the tenant requesting payment The first letter will be sent at 7 – 9 working days and if necessary again at 14 – 16 from the due date If no solution or explanation has been made and the arrears still remain after 21 – 28 days a final reminder will be sent advising the tenant that legal action may be taken At this time instruction would be required from the Landlord on how to proceed

UTILITIES AND COUNCIL TAX

The council tax applies whilst the property is let and the tenant is responsible for this - the Landlord will be responsible for a 'Standard Charge' whilst the property is empty

Meter readings (if applicable) must be taken and the utilities and council tax transferred to or from the tenant(s) name at the beginning and end of tenancy this is the responsibility of the tenant – on fully manage properties as Agent we will do this behalf of the Landlord On termination of the tenancy tenants will be requested to provide relevant information should the utility provider have been changed

DEPOSIT

A Deposit against dilapidations on the property is collected from the tenant at the start of a tenancy and held by the Agent as stakeholder throughout the tenancy The deposit is equivalent to one month's rent plus 20% for an unfurnished property one month's rent plus 50% if the property is furnished has sharers or approval has been given for pets Interest will not be paid on monies held on behalf of tenants and landlord

A final inventory and condition check will be made at the end of tenancy to ensure all obligations due from the tenant under the Tenancy Agreement have been fulfilled It is the responsibility of the landlord and tenant too reach an agreement regarding the return of the deposit and as members of a Tenancy Deposit Protection Scheme we cannot release funds to either party without such written agreement Tenants are obliged under the lease to keep the property in good condition but allowance must be made for normal "wear and tear"

THE DISPUTE SERVICE

As from 6th April 2007 deposits from Assured Shorthold Tenancy Agreement must be protected in a government-authorised tenancy deposit scheme Landlords failing to comply can lose their right to regain possession of their property at the end of a fixed term and may also be fined three times the amount of the deposit As Agent we have subscribed to 'The Dispute Service' The scheme demands additional clauses to be added to the tenancy agreement and rules apply to the taking holding and return of the deposit and an independent arbitration service is provided should a dispute arise

TENANCY AGREEMENT

Tenancy Agreements will be signed by all tenants who will be occupying the property prior to taking possession of the property The agreement will then be forwarded to the Landlord to be signed and returned to the Agent The original will held by the Agent throughout the tenancy and a copy supplied to both tenant and landlord If written authority is given to the Agent from the landlord the tenancy agreement may be signed by the Agent on behalf of the landlord

OBTAINING POSSESSION / RENT REVIEW

Although the tenancy will be granted for a certain term two months clear written notice must still be given before the end of the term if possession or review of the rent is required - this also applies should the tenancy continued beyond the certain term Notices will be served on receiving a written request

SAFETY INFORMATION AND REGULATIONS

- A current satisfactory Gas Safety Certificate is mandatory for properties with gas appliances
- All furniture and furnishings must be compliant with current safety regulations
- We recommend that smoke alarms are installed within the property
- Although not mandatory testing of relevant electrical appliances may be appropriate

FIRE AND FURNISHINGS (SAFETY) REGULATIONS 1988 (1993)

All soft furnishing such as settees sofas padded chairs and headboards pillows cushions and so on must comply with the Fire Resistant requirements contained within the regulations

Items of furniture made prior to 1950 are termed as antiques and as such are excluded from the regulations

Usually a label is attached to the item of furniture to confirm it is acceptable The Agent will at all times check the furniture and advise the Landlord accordingly to the best of their ability refusing to let the property if the regulations are not complied with

GAS SAFETY (INSTALLATIONS AND USE) REGULATIONS 1994 amended (1996)

All gas appliances and installations within the property must be check on an annual basis by a qualified engineer (CORGI Registered) for its safe use

This includes such items as gas fires central heating boilers gas cookers and all other gas appliances It also insists that flues and chimneys are clear of obstruction and are correctly positioned

A Certificate must be issued by the engineer and a copy presented to the tenant at the start of the tenancy

Any items that fail to comply with the regulations must be repaired or removed from the property immediately

THE ELECTRICAL EQUIPMENT (SAFETY) REGULATIONS 1994

This regulation requires that all electrical equipment left at the property be 'safe and of no risk or injury to human or animal'

Items which are to comply are all portable electrical items such as cookers fridges washing machines kettles toaster lamps etc – flexes fuses and sockets must be safe and correct

Although this is not a mandatory requirement Landlords do have a constant duty of care A qualified electrical engineer (NICEIC Registered) is required to carry out the necessary checks

THE BUILDING REGULATIONS 1991 – SMOKE ALARMS

The above regulation requires that all properties built since June 1992 must be fitted with mains operated smoke detectors/alarms on each floor Whilst it is not mandatory on older properties it is strongly recommended to install smokes alarms in all let properties

ENERGY PERFORMANCE CERTIFICATES (EPC)

Government Legislation introduced 1st October 2008 requires all Landlords to provide a valid EPC for all new residential tenancies The EPC is valid for ten years and will not require renewal when there is a change of tenancy This we can arrange for you through our own Domestic Energy Advisor