



## A LANDLORDS GUIDE TO LETTING

ESTABLISHED 25 YEARS AGO TO SERVE LANDLORDS AND PROVIDE A STRAIGHT FORWARD, RELIABLE BUT ABOVE ALL TRUSTED SERVICE. WE PRIDE OURSELVES ON GOING THE EXTRA MILE AND DEALING WITH OUR LANDLORDS PROPERTIES WITH THE SAME CARE AND ATTENTION THEY WOULD APPLY THEMSELVES. FINDING THE RIGHT TENANT IS ONLY PART OF THE LETTING EQUATION, MANAGING THE PROPERTY AND THE TENANCY ITSELF IS JUST AS IMPORTANT. WE DO BOTH EFFECTIVELY AND EFFICIENTLY AND ALWAYS WITH OUR LANDLORDS INTERESTS AT HEART.

# WHAT ARE MY RESPONSIBILITIES AS A LANDLORD?

## FURNISHINGS, FIXTURES AND FITTINGS

As a landlord, you have to ensure that the property is habitable and all fixtures and fittings and furnishings are in safe working condition and fit for use.

You can let a property unfurnished, part furnished, furnished or fully furnished.

**Unfurnished** – This means that there are no furnishings at the property. Carpets and curtains are generally a basic requirement but apart from this the house will be empty. (Except for fitted cupboards, etc)

**Part furnished** – Some furnishings or equipment is supplied. A property that has any furniture of any kind whether it is a table or a chair or a fully fitted kitchen is classed as part furnished. Please note that if you supply a television, you must also supply the licence.

**Furnished** – A property that has all furniture supplied is furnished. This means beds, sofa/chairs, kitchen appliances, wardrobes, drawers/units, etc.

**Fully Furnished** is the same as furnished but generally crockery, cutlery, bed linen, towels, etc are included also.

Please be aware that ANY furnishings that are left by the landlord for the tenants use must be maintained/repared or replaced subject to general wear and tear and must comply to current regulations (See below)

Any external fixtures and fittings for example fences, sheds, doors, pipes, etc must also be maintained and repaired/replaced if required due to general wear and tear.

Landlord is responsible for supplying instruction manuals (generic or otherwise), for all appliances, including gas boilers, etc.

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## REGULATIONS – A BRIEF GUIDE

\* Please note that the following are subject to change at any time and are only intended as a guideline.

### GAS

Any gas appliances for example boilers, cookers, fires, etc **MUST** be safety checked and serviced if required annually by a GAS SAFE registered installer. This is a legal requirement and landlords and agents acting on their behalf could be liable for a fine of up to £5,000 if it can not be proved that such inspection have taken place. A certificate is issued after each check and must be retained and a copy given to the tenant. If any work is required for an appliance to pass a safety check it must be carried out immediately.

### SMOKE AND CARBON MONOXIDE ALARMS

As of 01/10/2015 private landlords must fit a working smoke alarm on every storey of the property. A carbon monoxide (CO<sub>2</sub>) alarm must be fitted in every room with a fuel burning appliance. This is a legal requirement and landlords and agents acting on their behalf could be liable for a fine of up to £5,000 for those who do not comply.

## **ELECTRIC**

Further to the introduction of the Management of Health & Safety Regulations Act 1992 it has become a requirement for all tenanted properties to have a safety check at each tenant change. This is commonly known as Portable Appliance Test (P.A.T) and must be carried out by a suitably qualified person.

All electrical appliances supplied by the landlord have to be checked for safety such as extension leads, kitchen appliances, lamps, emersions, heaters, etc. If the appliance has failed the test an explanation will be given and the problem **MUST** either be rectified or replaced immediately in order for it to pass. In the mean time the appliance cannot be used.

This is a legal requirement and if such an inspection cannot be proved the landlord and agent acting on their behalf could be liable for a fine or imprisonment.

If appliances need instructions or manuals to be able to operate them safely then these must be supplied by the Landlord.

## **SOFT FURNITURE AND FURNISHINGS**

These regulations mean that it is an offence to supply soft furnishings which do not meet official fire resistance standards and carry permanent labels to that effect. Broadly speaking anything which is upholstered or has a filling is covered by this regulation e.g., mattresses, pillows, padded headboards, cushions, sofas, armchairs, etc. Carpets, curtains and duvets are the main items excluded. The regulations do not apply to antique furniture or any other furnishings manufactured before 1950. The only check that can be made to see if your furniture complies, is to check the labels that are usually sewn onto the furniture. There are many different labels and you should check with Ashwood Property as to which ones are required. As a general guideline, items purchased from a reputable UK manufacturer or retailer after March 1st 1990 are likely to meet the required standards and exhibit suitable labels.

## **INSURANCE/MAINTENANCE CHARGES & GROUND RENT**

It is the landlord's responsibility to ensure that their buildings insurance is maintained if the property is freehold. Check with your insurance company in case there is a clause about renting your property that may make your insurance void.

If the property is leasehold, it is the landlord's responsibility to maintain the maintenance and ground rent charges.

## **UTILITIES AND OTHER INTERESTED PARTIES**

The landlord must ensure that they have contacted all interested parties. Take all utilities (gas, electric, telephone, etc) out of your name. You should contact the mortgagee of the property and obtain permission to rent the property out as some lenders have certain conditions and clauses. Other interested parties may include Inland Revenue, Management Company, insurance company, bank/building society, etc.

## **TENANTS DEPOSIT**

Since April 2007 all Deposits must be protected via an approved scheme. Ashwood Property is a registered member of the MyDeposits (Tenancy Deposit Solutions Ltd) scheme and as such we will register the tenants deposit with the approved scheme. The landlord and tenant will be covered by the scheme rules, a copy of which is available on request. Should a Landlord wish to hold the deposit themselves then we will require proof of the landlord's membership of an approved scheme. The registration fee for each deposit is payable by the landlord.

## **ENERGY PERFORMANCE CERTIFICATE (EPC)**

As from 01st October 2008 any property being marketed for rent must have a valid EPC (Energy Performance Certificate) available for prospective tenant inspection.

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## **WHAT WILL ASHWOOD PROPERTY DO FOR ME?**

We have three main levels of service: Letting Only, Rent Collection and Full Management. Detailed below are the main areas covered to find a tenant and manage a property, and which services this area is included in.

### **1. INITIAL INSTRUCTION – Letting Only, Rent Collection and Full Management.**

When you enquire about the market value of your property and our services we will arrange a visit to the property to suit you whether that is during the day, evenings or most weekends (subject to existing appointments). We will take down brief details of the property and go through any questions you may have. After the visit you will receive a valuation letter. This is when you decide if you wish to instruct us to market the property. At this stage you will be asked to sign a terms of engagement.

### **2. MARKETING – Letting Only, Rent Collection and Full Management.**

Pictures of the property are taken. We advertise online and have window displays containing photographs in our office. A lettings list is given to all applicants and anyone on the mailing list that is looking for a property like yours will be contacted. All viewings are made by prior arrangement and you can choose whether you would like us to accompany all viewings or not. We can arrange to show potential tenants the property during times when you won't be there if we have a key.

### **3. TENANTS SUITABILITY – Letting Only, Rent Collection & Full Management.**

Once a prospective tenant is found we must establish their suitability. We do this by obtaining references. We ask for a bank reference, an employer's reference and if they have been a private tenant before, a reference from their Landlord or Letting Agent. If such references can not be obtained for whatever reason we have contracts with professional vetting agencies that run checks on prospective tenants and give them a score on their points system, and advise on whether or not they would be suitable tenants. We can arrange for you to meet the prospective tenant if you wish. Of course, the decision on who lives in the property is entirely yours.

#### **4. MOVING IN - Letting Only, Rent Collection and Full Management.**

Once we have found a suitable tenant we will then prepare the legal agreement and notice. We always arrange tenancies for a minimum of six months with a view to re-new or extend at the end. Tenancies of less than six months can be arranged if your situation allows or requires this. The tenant will then pay the rent and deposit. One months rent is taken in advance and the equivalent of between one and two months rent is held as a deposit over the term of the tenancy against any damage that may be caused, unpaid bills or non payment of rent. We generally hold this but we can arrange to pass this over to you if you wish. We will supply the tenant with all relevant details of utility companies so that they may contact them and change all utilities into their name(s). A photographic inventory of condition is carried out before the tenant moves in. This will note all furniture, fixtures and fittings, and the appearance of the property for example marks on walls, etc. Once the tenant has moved in, we will then pay your rent to you minus our fee. The whole fee in advance if Letting Only or the percentage agreed otherwise.

#### **5. RENT COLLECTION - Rent Collection and Full Management.**

Your rent is due every calendar month (e.g. 1st, 13th, 22nd, etc) and the date on which they move in determines on which date each month the rent will be due. We will collect the rent from the tenant and pay it into our bank account. Once the rent amount has cleared we will pay the rent to you. Our preferred method is to pay the amount directly into your bank account. We will deduct the fee that is agreed out of the rent each month. We will then issue you with a monthly rental statement which shows how much has been received for the period shown and how much has been deducted (fees, repairs, etc). At present we do not charge VAT, therefore no VAT will be deducted. Should this situation change VAT will be payable.

\* If you will not be a resident in the UK during the tenancy you must inform Inland Revenue and complete the relevant forms. Landlords who are not resident in the UK will have tax deducted from the rental received unless we are in receipt of a valid Inland Revenue Exemption Certificate.

#### **6. REPAIRS & INSPECTIONS - Full Management.**

If we are fully managing a property then we do just that. If the tenant has any problems at the property with regards to appliances breaking down or a leaky tap, etc then we have maintenance companies that we use on a regular basis that we can call out. The tenant will call us with any problems and we will arrange for repairs to be carried out. We will call you to get clearance on any work that may need doing that will cost over £200. You may have a plumber or electrician that you would rather use in which case we can call them for you.

We will inspect the property periodically to ensure that it is being looked after and that the tenant has no problems. If there are any problems after the inspection, we will call you to discuss them.

#### **7. SERVING NOTICES - STAYING OR GOING? - Letting Only, Rent Collection and Full Management.**

At the legally required stage, we will serve the tenant with a notice to quit the property. This is at least two months before the expiry of the tenancy. The tenant has to let us know at least one month before the end of the tenancy if they wish to vacate the property or extend or re-new subject to your approval. If a new tenancy is required by both parties we will arrange the new tenancy agreements. If the tenant wishes to vacate we start to market the property again.

## **8. MOVING OUT - Letting Only, Rent Collection and Full Management.**

On the date the tenant is due to vacate the property, we arrange a final inventory check and collection of keys. When the property has been inspected, if we are holding the deposit we can establish whether any deductions need to be made and arrange for any repairs or cleaning that may be required. We will then return the deposit to the tenant. If you are holding the deposit, you will need to be present at the final inventory check and the decision if any deductions are to be made is yours.

## **9. PROBLEMS? - Full management**

In the unlikely event that there are any problems with the tenants e.g. Non payment of rent (more than two months arrears) or excess damage to the property then if we are instructed on a full management basis we will advise you and help arrange for the instigation of legal proceedings for rent recovery, damages or possession of the property. Please be aware that any legal costs that may be incurred will be your responsibility.

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## **WHAT WILL YOUR SERVICES COST ME?**

**NO TENANT - NO FEE** - Valuations and marketing is free. If we market the property and do not find a tenant we do not charge anything.

**LETTING ONLY** - Our letting only fee is 6% of the monthly rental over the whole tenancy period agreed and is taken in advance at the beginning of the tenancy. If there are any subsequent renewals of tenancy with the same tenant or any new tenants are introduced by ourselves then we will be entitled this fee.

**RENT COLLECTION** - Our rent collection fee is 7% and is deducted each month over the term of each tenancy.

**FULL MANAGEMENT** - Our full management fee is 9% and is deducted each month over the term of each tenancy.

Should a tenant purchase the property then a fee of 1% will be payable.

If you require a tailor made service then this option can be discussed.

In the event of a tenancy being initially arranged and becoming abortive through no faults of the tenants then we will charge a fee of £150.00 to cover administration.

\* The above explanation of fees is meant as a guide only. This does not form any contract with Ashwood Property.

**WE HOPE THIS GUIDE HAS BEEN OF SOME USE TO YOU. SHOULD YOU REQUIRE ANY FURTHER ADVICE OR A MARKET VALUATION THEN PLEASE DO NOT HESITATE TO CONTACT US ON 01992-503057.**

### **OFFICE OPENING HOURS**

**MON - FRI**                    **9am - 5.30pm**  
**SAT**                            **9am - 4pm**