



# Information for Landlords

## About Us

### Specialists

We are a local independent firm specialising in Residential Lettings and Property Management. As specialists we are fully focused on the priorities and needs of the Landlord. We understand that letting your property, especially for the first time, can be a worrying experience and with this in mind, our most important consideration is providing you the Landlord with the best possible service and the right tenant for your property. We never forget that the property is your most important asset and we can confidently assure you that by instructing us to act as your Letting and Management Agents your asset will be in professional and caring hands.

### ARLA Trained and Qualified

The Association of Residential Lettings Agents (ARLA) was formed in 1981 as the professional and regulatory body for letting agents in the UK. It was recognised that the requirements of the residential lettings market were so detailed and specific that a separate organisation was required to promote standards in this important and growing sector of the property market. At Consider It Done, we are industry trained to a high standard and committed to looking after your individual requirements. By reassuring you that a caring and personal service is always available, add this to our extensive experience and knowledge, you can be sure that you will be provided with a service second to none.

### In-House Maintenance Department

Through our years of experience in the property maintenance business we have established a trustworthy and highly trained field of tradesmen who believe in the same ethos of honesty and quality. By having quality tradesman to hand, were able to confidently offer the whole management package.

### Competitive Rates

Our fees are competitive and may be open to negotiation dependent on the level of Service required. We are particularly committed to investment Landlords and savings can be made on the smallest of portfolios.

### Carefully Selected Quality Tenants

Drawn from a continually updated register, all prospective Tenants are thoroughly referenced and credit checked. In some cases we will also require a guarantor.

### Insurance for Landlords

We offer a range of competitively priced insurance products designed specially for Landlords, providing extra security and peace of mind.



## Levels of Service Offered

### **A Tailored Service**

Outlined below are the two basic elements of our Service. However, we maintain a flexible attitude, and are generally able to adapt our Service to meet our client's individual circumstances and needs, for example by providing a part only Service, or occasionally by taking on additional tasks and duties.

### **Full Management**

This is our inclusive Service, which provides for the marketing of the property and carrying out viewings, leading to the introduction and vetting of a prospective Tenant. This proving satisfactory, we will then go ahead and prepare the tenancy agreement, and an inventory. The Tenant will then be 'checked in' against the inventory.

During the tenancy we carry out periodic inspection visits. Should these bring to light any maintenance issues, we will (within the confines of our Management Agreement) recommend, oversee and account for any necessary repairs. However, you will be informed before any works are carried out.

Collecting and processing of rental payments is also part of the Service. These will be credited automatically to the Landlord's nominated bank account.

Towards the end of the tenancy, we will liaise with the Tenant, and renew the tenancy agreement or arrange to 'check them out' as applicable.

This Service is suitable for those Landlords who are not residing locally, or would rather not deal with the Tenants directly, preferring all aspects to be handled by an Agent.

### **Letting Only**

Our Letting Only Services includes marketing of the property and carrying out viewings, leading to the introduction and vetting of a prospective Tenant. This proving satisfactory, we will then go ahead and prepare the tenancy agreement, and if required an inventory.

Following this, the first month's rent and deposit will be collected and credited to the Landlord less our agreed fee. Managing the tenancy, including the maintenance and rent collection, will then be the responsibility of the Landlord.



# General Practical and Legal Issues

## Preparing the Property

We have found that a good relationship with Tenants is the key to a smooth-running tenancy. As Property Managers this relationship is our job, but it is important that the Tenants should feel comfortable in their home, and that they are receiving value for money. A well-presented and maintained property in a good decorative order will encourage a good relationship, whilst also achieving a higher rental figure. Tenants are also more inclined to treat such a property with greater respect.

## General Condition

Electrical, gas plumbing, waste, central heating and hot water systems must be safe, sound and in good working order. Repairs and maintenance are at the Landlords expense unless misuse can be established. Interior decorations should be in good condition and preferably plain, of light colours and neutral.

## Furnishings

Your property can be let fully furnished, part furnished or unfurnished. Which of these is appropriate will depend on the type of property and local market conditions. We will be pleased to give you advice on whether to furnish or not and to what level. As a minimum you will need to provide decent quality carpets, curtains and light fittings. Remember that there will be wear and tear on the property and any items provided. See further regulation requirements on Page 5.

## Personal items, ornaments etc.

Personal possessions, ornaments, pictures, books etc. should be removed from the premises, especially those of real or sentimental value.

## Gardens

Gardens should be left neat, tidy and rubbish free, with any lawns cut. Tenants are required to maintain the gardens to a reasonable standard, provided they are left the necessary tools to do so. However, few Tenants are experienced gardeners, and if you value your garden, or if it is particularly large, you may wish us to arrange visits by our regular gardener.

## Cleaning

At the commencement of the tenancy the property must be in a thoroughly clean condition, and at the end of each tenancy it is the Tenants' responsibility to leave the property in a similar condition. Where they fail to do so, cleaning will be arranged at their expense from their security Deposit.

## Information for the Tenant

It is helpful if you leave information for the Tenant in a file including any operation manuals, e.g; on operating the central heating and hot water system, washing machine and alarm system, and the day refuse is collected etc.

## Keys

You should provide one set of keys for each Tenant. Where we will be managing we will arrange to have duplicates cut as required.



## Health and Safety and other Legal Requirements

THE FOLLOWING REQUIREMENTS ARE THE RESPONSIBILITY OF THE OWNER (LANDLORD). WHERE YOU HAVE SIGNED OUR FULL MANAGEMENT AGENCY AGREEMENT, THEY ALSO BECOME OUR RESPONSIBILITY TOO. THEREFORE, WHERE WE ARE MANAGING WE ALSO NEED TO ENSURE COMPLIANCE.

### **GAS SAFETY REGULATIONS**

It is the duty of the owner and a legal requirement to ensure that all gas appliances and flues are maintained in a safe condition and inspected and checked for safety at least every twelve months by a CORGI (Council for Registered Gas Installers) registered engineer. A Gas Safety Certificate (GSC) should be issued by the CORGI engineer and must record the gas appliances in the property, dates of inspection and any defects identified and the remedial action taken. Appliances, which typically need to be checked, include gas central heating boilers, ovens, hobs, water heaters and room heaters that are run on either mains gas or LPG (Liquid Petroleum Gas).

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Whenever possible, ensure that operating instructions booklets for each gas appliance are available at the property for tenants to refer to. Remember, apart from the obvious safety implications, it is a criminal offence not to comply with the gas safety regulations.

### **ELECTRICAL SAFETY REGULATIONS**

While at present there is no statutory annual testing requirement (unlike gas safety regulations) however, we thoroughly recommend that prior to letting your property has the appropriate checks and safeguards are carried out to meet the requirements of the regulations. It is important that landlords understand they have a duty to ensure that the fixed electrical installation (i.e. the mains wiring) and any supplied domestic appliances and other electrical equipment in a rental property is safe to use and in good repair.

The regulations cover all mains voltage electrical goods. Examples of appliances covered by these regulations include; cookers, kettles, toasters, electric blankets, immersion heaters, washing machines, dishwashers, microwave ovens, refrigerators, etc. We recommend that a portable appliance test (PAT) certificate be provided by a suitably qualified engineer prior to the initial letting of your property and annually thereafter. Any non-repairable items must be replaced or removed. The manufacturers operating instructions for each appliance must be available at the property to help ensure tenants use the equipment safely.

It is important that an NICEIC or similarly qualified electrical engineer checks the fixed electrical installation for safety. This ensures the wiring, sockets, light fittings etc. are sound and that fittings like showers, electric cookers and immersion heaters are deemed safe. The Institute of Electrical Engineers (IEE) recommends that this be carried out at least every ten years in a domestic environment.



Under building regulations introduced in January 2005, any new electrical work, repairs, or maintenance carried out on certain 'high risk' areas of a residential property must be certified by a qualified electrical engineer who is registered with a Part P Approved Self-Certification Scheme. Failure to comply with these regulations is a criminal offence, which could result in a maximum fine of £5000, or imprisonment, or both.

We will be happy to assist our clients with their compliance of the safety regulations. For further information, please contact our Lettings team.

### **What is the legislation regarding furnishings?**

It is an offence to supply soft furnishings, which do not meet fire resistance standards and do not carry permanent labels to that effect. Soft furnishings include mattresses, divan bases, upholstered sofas/chairs and cushions. Curtains and carpets are not included within the regulations. Furniture with upholstery manufactured prior to 1950 are exempt. An example of the label required shows a picture of a smoking cigarette and flaming match. Remember to keep all receipts for purchase of furniture and retain the statutory display labels (those not permanently attached) in a safe place in case tenants wish to enquire as to the compliance of any particular item of furniture.

### **Smoke Alarms**

All properties built since June 1992 must have been fitted with mains powered smoke detector alarms from new. Although there is no legislation requiring smoke alarms to be fitted in other ordinary tenanted properties, it is generally considered that the common law 'duty of care' means that Landlords and their Agents could be liable should a fire cause injury or damage in a tenanted property where smoke alarms are not fitted. We therefore strongly recommend that the Landlord fit at least one alarm on each floor (in the hall and landing areas).

### **Energy Performance Certificates (EPC)**

Energy Performance Certificates (EPC) are being introduced to help improve the energy efficiency of buildings. If you are buying or selling a home you now need a certificate by law. From October 2008 EPCs will be required whenever a building is built, sold or rented out. The certificate provides 'A' to 'G' ratings for the building, with 'A' being the most energy efficient and 'G' being the least, with the average up to now being 'D'. Accredited energy assessors produce EPCs alongside an associated report, which suggests improvements to make a building more energy efficient. Consider It Done Lettings has an appointed energy assessor and we can arrange the certificate on your behalf if required. The certificates last for a ten year period.

### **Is your property a House in Multiple Occupation (HMO)?**

If your property is on 3 or more levels and let to 5 or more tenants comprising 2 or more households (i.e. not all of the same family) it will be subject to mandatory licensing by your local authority. Whether mandatory licensing as above applies or not, if there are 3 or more tenants not all related in any property, it is still likely to be an HMO, and special Management rules apply. Ask your Letting Agent or local authority for details.

Learn more here: <http://www.propertylicencence.co.uk>



### **The Housing Health and Safety Rating System (HHSRS)**

The HHSRS provides an analysis of how hazardous a property is through assessment of 29 potential hazards found in housing. Landlords have to maintain their properties to provide a safe and healthy environment. The HHSRS is enforced by local authorities. For further information visit <http://www.communities.gov.uk/hhsrs>

### **The Disability Discrimination Act 2005**

The DDA 2005 addresses the limitations of current legislation by extending disabled people's rights in respect of premises that are let or to be let, and commonhold premises. Landlords and managers of let premises and premises that are to be let are required to make reasonable adjustments for disabled people. Under the new duties, provided certain conditions are met (for example, that a request has been made), landlords and managers of premises which are to be let, or of premises which have already been let, must make reasonable adjustments, and a failure to do so will be unlawful unless it can be justified under the Act. Landlords will only have to make reasonable adjustments. And they will not have to remove or alter physical features of the premises.

Learn more here: [http://www.dwp.gov.uk/aboutus/dda\\_factsheet4-premises.pdf](http://www.dwp.gov.uk/aboutus/dda_factsheet4-premises.pdf)



## Frequently Asked Questions

### **What is the difference between Full Management and Introduction Only?**

With our Full Management Service we undertake and deal with all matters during the course of the tenancy, we are the point of call for your tenants. We deal with the initial advertising and marketing of the property, arranging viewings, referencing prospective tenants, preparing tenancy documents, preparation of inventories, the collection of monthly rentals and electronically crediting to the Landlords designated bank account. Inspection visits are carried out on a periodic basis and any maintenance issues are promptly dealt with by our in-house property services department.

Our Introductory Service includes the initial services outlined above up until the signing of tenancy documents and collection of the deposit and the first month's rent. All matters relating to a tenancy thereafter, and the collection of monthly rents, will be the responsibility of the Landlord.

### **What is a Tenancy Agreement?**

A Tenancy Agreement is a legally binding contract between a landlord and tenant that sets out both the legal and contractual responsibilities and obligations of the two parties. It should be written in plain, intelligible language and with no unnecessary jargon. Its terms and clauses should be fair and balanced and any individually negotiated terms should be clearly stated.

### **What is an Assured Shorthold Tenancy?**

The most common form of tenancy agreement used is an 'Assured Shorthold' (an AST) under the 1988 Housing Act (amended 1996). This type of tenancy offers the most flexibility to both landlord and tenant; has straightforward notice procedures for bringing the tenancy to an end.

### **What happens if the Tenant doesn't move out after the end of a tenancy?**

First, try to establish quickly the reasons why. However, if a tenant does not move out after a tenancy has been lawfully terminated then the landlord can apply to the Courts for a possession order. Under the Accelerated Possession Procedure (which can be used where the tenancy was an Assured Shorthold), the process is usually fairly quick and inexpensive. If a notice to vacate is not entertained by the tenant, Consider It Done is experienced in dealing with Court Procedures and can offer Legal Expenses Cover for Landlords peace of mind.

### **Can any other forms of tenancy be used?**

If certain specific conditions are met relating to the proposed letting, a 'contractual' non-housing act tenancy must be created. An example of this would be what is commonly referred to as a Company Let where the tenant is a bona fide registered company, another would be where the annual rent equates to over £25,000, another is the premises is not going to be used as a main and principle home or a 'Pied-a-Terre', finally if the Landlord is resident and the tenants occupy part of the Landlord's property.



### **Who is responsible for council tax, water rates and other utilities?**

A tenant becomes liable for payment of council tax, water rates, gas and electricity charges, and TV licence and telecom costs. Some rents may include some or all of the utilities and charges, if so, what is included will be clearly stated within the tenancy agreement. Upon signing a tenancy agreement we inform all the utility companies and provide meter readings. We also contact the local authority and advise them of the tenant's occupation date.

### **What referencing and credit checking facilities are available?**

We employ the services of the credit agency Homelet. Homelet is the market leader in providing services and products to letting agents. They offer us a broad range of tenant referencing products to assist us in selecting the right tenants for the right tenancies. Tenants are responsible for paying a referencing fee, which enables us to complete the necessary checks.

### **What about an inventory and schedule of condition?**

This is an absolutely essential document that provides a written benchmark at the start of every new tenancy. The document is amended, updated and recreated before the beginning of each new tenancy. A properly constructed Inventory and Schedule of Condition details the fixtures and fittings and describes their condition and that of the property generally. It is a document that helps protect the interests of both landlord and tenant. It is a document that is created by a member of our staff and a copy will be provided to both parties at the start of every tenancy. Any agreed amendments may be noted within the first seven days of any new tenancy.

### **What about the tenancy deposit?**

It is quite a common requirement for a deposit to be equivalent to between four to eight weeks rent and is required to be held during the tenancy against the satisfactory performance by the tenant of all the obligations under the tenancy agreement; but mainly, those relating to the cleanliness and condition of the property. Under legislation, which came into effect on 6 April 2007, any landlord or agent who takes a deposit from a tenant(s) for an Assured Shorthold Tenancy must safeguard it in an approved Tenancy Deposit Scheme. Consider It Done is a member of a Tenancy Deposit Scheme run by an independent organisation called Tenancy Deposit Solutions. This means that at the end of the tenancy, in the event of an unresolved dispute over the allocation of the deposit, it can be referred to the scheme for a prompt, independent, third party adjudication, thus providing a resolution, which is fair to both landlord and tenant.



## Our Step-by-Step Guide to Letting Your Property

### Free Rental Appraisal

Firstly we will conduct a free rental appraisal and discuss the potential rental value of your property with you and suggest anything you may need to do in order to make your property appeal to as much of the tenant market as possible. We will also discuss your legal requirements as a landlord, such as Gas Safety compliance and electrical checks. At this point we will find out which level of service you require (i.e. Let Only or Fully Managed) and discuss our fees and marketing.

### Instruction

Following your instruction, we will market your property from our office, through local press and the Internet, pictures will be taken and keys collected from you for viewing purposes. All viewings will be accompanied and feedback given regularly.

### Finding a tenant and referencing

When we have a potential tenant for your property we will call you to discuss their application and position, for example, employment, income, children and pets. Only when you are happy with the applicant will we run a credit check and apply for full references. We will request all proof of residence and identification and will request an initial deposit from them to confirm their intentions. Only when we have ALL of the checks and paperwork in place, and you are happy to proceed, will we agree a move in date.

### Move in

On the pre-arranged move in date or before we will obtain two copies of the signed Tenancy Agreement and Inventory, collect the balance of the deposit and the first months rent in advance, read and check any meters. A copy of the documents will be forwarded to you with your statement and invoice. Meter readings and new tenants details will be passed on to the relevant suppliers and Council.

The tenant will sign a standing order to pay their rent every month, this will be paid directly into your bank account if you employ us on a Let Only basis or to us otherwise and we will then pay any funds due to you after our fees have been deducted, you will be provided with a detailed monthly statement and invoice.

### On-going management

At this point, Let Only landlords will take over the management of their property; we will provide the tenant with your contact details. For Full Management properties the Tenant will continue to contact us. We will of course consult you in respect of any maintenance issues which may arise within normal hours and subject to your authorisation will instruct our qualified tradesmen. We will inspect the property quarterly and provide you with a detailed report. We will also advise you when your Gas, Electrical Certificates or Energy Performance Certificates need renewing and are happy to deal with these on your behalf.



# Letting and Management fees

## The Let Only Service

A fee equal to one months rental

## The Let Only & Rental Collection Service

1 Months Rental + 7% of rent collected for the term of the rental

## Full Management

2 Weeks Rental + 12.5% of the monthly rent collected, continuous for the term of the rental

## Other Fees / Services

### Inventory Preparation

Property	Studio	1 Bed	2 Bed	3 Bed	4 Bed	5 Bed	6 Bed +
Furnished	£60	£70	£75	£85	£95	£110	£125
Part-Furnished	£55	£65	£70	£75	£85	£95	£120
Unfurnished	£50	£60	£65	£70	£80	£90	£105

Register deposit and hold deposit £85.00

Renewal of Tenancy Agreement £75.00

Vacant Visit £45.00

Tax Liability (landlords living abroad) £30.00