

# AJK

## AJ KNIGHT

SALES & LETTING EXPERTS

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## Guide for Landlords

Before a property can be let, there are several matters which the owner will need to deal with to ensure that the tenancy runs smoothly, and also that he/she complies with the law. We provide summarised information below. If you require further advice or assistance with any matter, please do not hesitate to contact us:

### 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 temporary home, and that they are receiving value for money. It follows therefore that a well presented and maintained property in a good decorative order will go towards this, 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, light 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. All furniture must comply with current government legislation.

#### **Personal items, ornaments etc.**

Personal possessions, ornaments, pictures, books etc. should be removed from the premises, especially those of real or sentimental value. Some items may be boxed, sealed and stored in the loft at the owner's risk. All cupboards and shelf space should be left clear for the Tenant's own use.

#### **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. 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 a 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.

### **Information for the Tenant**

It is helpful if you leave information for the Tenant, 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.

## **Other Considerations**

### **Mortgage**

If your property is mortgaged, you should obtain your mortgagee's written consent to the letting. They may require additional clauses in the Tenancy Agreement of which you must inform us.

### **Leaseholds**

If you are a leaseholder, you should check the terms of your lease, and obtain any necessary written consent before letting.

### **Insurance**

You should ensure that you are suitably covered for letting under both your buildings and contents insurance. Failure to inform your insurers may invalidate your policies. We can provide information on Landlords Legal Protection, Rent Guarantee Cover and Landlords Contents and Buildings Insurance if required.

### **Bills and regular outgoings**

We recommend that you arrange for regular outgoings e.g. service charges, maintenance contracts etc. to be paid by standing order or direct debit.

### **Council tax and utility accounts**

Under a full management Service Contract, We will arrange for the transfer of Council Tax and utility accounts to the Tenant. Meter readings will be taken, allowing your closing gas and electricity accounts to be drawn up. All these matters we will handle for you, however British Telecom will require instructions directly from both the Landlord and the Tenant.

### **Income tax**

When resident in the UK, it is entirely the Landlords responsibility to inform the Revenue & Customs of rental income received, and to pay any tax due. Where the Landlord is resident outside the UK during a tenancy, he will require an exemption certificate from the Revenue & Customs before he can receive rental balances without deduction of tax. Where we are managing the property we will provide advice and assistance on applying for such exemption.



### **The inventory**

It is most important that an inventory of contents and schedule of condition be prepared, in order to avoid misunderstanding or dispute at the end of a tenancy. Without such safeguards, it will be impossible for the Landlord to prove any loss, damage, or significant deterioration of the property or contents. In order to provide a complete Service, we will if required arrange for an inventory professional to prepare an inventory and schedule of condition, at the cost quoted in our Agency Agreement.

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

Most tenancies will automatically be Assured Shorthold Tenancies (ASTs), provided the rent is under £100,000 a year and the property is let to private individuals. Tenancies are usually granted for an initial fixed term of either 6 or 12 months. When the fixed term has expired, the landlord is able to regain possession of the property provided he gives two months written notice to the tenant.

### **Health and Safety, and other Legal Requirements**

The following requirements are the responsibility of the owner (Landlord). Where we are managing the property they are also our responsibility. Therefore where we are managing we will ensure compliance, any costs of which will be the responsibility of the landlord.

#### **Gas**

Annual safety check: Under the Gas Safety (Installation and Use) Regulations 1998 all gas appliances and flues in rented accommodation must be checked for safety at least every 12 months by a Gas Safe registered engineer. They must be maintained in a safe condition at all times, records kept for at least 2 years, and a copy of the safety certificate given to each new tenant before their tenancy commences.

#### **Electrical**

The Furniture and Furnishings (Fire) (Safety) Regulations 1988 (amended 1989 & 1993) provide that specified items supplied in the course of letting property must meet minimum fire resistance standards. The regulations apply to all upholstered furniture, beds, headboards and mattresses, sofa-beds, futons and other convertibles, nursery furniture, garden furniture suitable for use in a dwelling, scatter cushions, pillows and non-original covers for furniture. They do not apply to antique furniture or furniture made before 1950, and certain other items. Non-compliant items must be removed before a tenancy commences.

#### **Fire**

The Furniture and Furnishings (Fire) (Safety) Regulations 1988 (amended 1989 & 1993) provide that specified items supplied in the course of letting property must meet minimum fire resistance standards. The regulations apply to all upholstered furniture, beds, headboards and mattresses, sofa-beds, futons and other convertibles, nursery furniture, garden furniture suitable for use in a dwelling, scatter cushions, pillows and non-original covers for furniture. They do not apply to antique furniture or furniture made before 1950, and certain other items. Non-compliant items must be removed before a tenancy commences.



### **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 (except HMOs), 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).

### **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 will apply.

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

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 will apply.

### **Tenancy Deposit Protection**

All deposits taken by landlords and letting agents under Assured Shorthold Tenancies (ASTs) in England and Wales must be protected by a tenancy deposit protection scheme. To avoid any disputes going to court, each scheme is supported by an alternative dispute resolution service (ADR). Landlords and letting agents can choose between two types of scheme; a single custodial scheme and two insurance-based schemes.

### **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 let will be required to make reasonable adjustments for disabled people.

### **Energy Performance Certificates (EPCs)**

Since 1st October 2008, landlords in England and Wales offering property for rent are required by law to provide prospective tenants with an Energy Performance Certificate for their property. In Scotland EPCs for rental properties have been required since January 2009. The certificates must be provided free either when (or before) any written information about the property is provided to prospective tenants or a viewing is conducted. An EPCs is valid for 10 years. We can arrange an EPC inspection for our landlord clients upon request.

The above is a brief summary of landlords' responsibilities and of the laws surrounding tenanted property. We hope that you find it useful. If there are any aspects of which you are unsure, please ask us. We look forward to being of assistance to you in the letting and management of your property. If you wish you can print this page by using your browser Print option.