



Landlords Guide

Property Letting and Management Services |
Expectations | Health and Safety | Legal Information

Pointing you in the right direction...

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 are a small business able to offer a personal and friendly service, whilst at the same time maintaining a high standard of competence and professionalism.

Our fees are competitive as we have less overheads than high street agents. We are particularly committed to investment Landlords and savings can be made on the smallest of portfolios.

Drawn from a continually updated register, all prospective Tenants are thoroughly referenced and credit checked. In some cases, we will also require a guarantor. Right to rent checks will be carried out on every tenant too.

For our initial meeting we will be pleased to arrange an appointment at the property to be let, at a time convenient to yourself. If you prefer, this can often be arranged for a time outside of normal working hours, if this helps to fit in with your daily schedule.

Management Services

Outlined below are the three 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.

Let Only

- Marketing of the property
- Carrying out viewings
- Introduction and vetting of a prospective Tenant
- Preparation of the tenancy agreement
- An inventory
- Rent collection

Rent Collection

- Marketing of the property
- Carrying out viewings
- Introduction and vetting of a prospective Tenant
- Preparation of the tenancy agreement
- An inventory
- Rent collection
- Monthly statement via email or post
- End of year statement
- Payments will be made to the nominated bank you choose
- Late payments to be chased by agent

Fully Managed

- Marketing of the property
- Carrying out viewings
- Introduction and vetting of a prospective Tenant
- Preparation of the tenancy agreement
- An inventory
- Rent collection
- Monthly statement via email or post
- End of year statement
- Payments will be made to the nominated bank you choose
- Late payments to be chased by agent
- Periodic inspection visits.
- Recommend, oversee and account for any necessary repairs
- Carry out three inspections a year
- Liaise with the Tenant, and renew the tenancy agreement or arrange to check them out

Before letting your property

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

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, they will require an exemption certificate from the Revenue & Customs before he can receive rental balances without deduction of tax.

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 to 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.

Expectations

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 their 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 Conditions	<ul style="list-style-type: none">Electrical, gas plumbing, waste, central heating and hot water systems mustbe safe, sound and in good working order. Repairs and maintenance are atthe Landlords expense unless misuse can be established.
Furnishings	<ul style="list-style-type: none">Your property can be let fully furnished, part furnished or unfurnished. As aminimum, you will need to provide decent quality carpets, curtains and lightfittings. Remember that there will be wear and tear on the property and anyitems provided
Personal Items	<ul style="list-style-type: none">Personal possessions, ornaments, pictures, books etc. should be removed fromthe premises, especially those of real or sentimental value. Some items maybe boxed, sealed and stored in the loft at the owner's risk. All cupboards andshelf space should be left clear for the Tenant's own use.
Gardens	<ul style="list-style-type: none">Gardens should be left neat, tidy and rubbish free, with any lawns cut. Tenantsare required to maintain the gardens to a reasonable standard.
Cleaning	<ul style="list-style-type: none">At the commencement of the tenancy the property must be in a thoroughlyclean condition, and at the end of each tenancy it is the Tenants' responsibilityto leave the property in a similar condition. Where they fail to do so, cleaningwill be arranged at their expense.
Tenant Information	<ul style="list-style-type: none">It is helpful if you leave information for the Tenant, e.g. on operating thecentral heating and hot water system, washing machine and alarm system,and the day refuse is collected etc.
Keys	<ul style="list-style-type: none">You should provide one set of keys for each Tenant. Where we will bemanaging we will arrange to have duplicates cut as required.
Bills	<ul style="list-style-type: none">We recommend that you arrange for regular outgoings e.g. service charges,maintenance contracts etc. to be paid by standing order or direct debit.We will arrange for the transfer of Council Tax and utility accounts to theTenant. Meter readings will be taken, allowing your closing gas and electricityaccounts to be drawn up.
Insurance	<ul style="list-style-type: none">You should ensure that you are suitably covered for letting under bothyour buildings and contents insurance. Failure to inform your insurers mayinvalidate your policies. We can advise on Landlords Legal Protection, RentGuarantee Cover and Landlords Contents and Buildings Insurance if required.

Health and Safety

Gas	<ul style="list-style-type: none">Under the Gas Safety (Installation and Use) Regulations 1998 all gas appliances and flues in rented accommodation must be checked for safety within 12 months of being installed, and thereafter at least every 12 months by a competent engineer (e.g. a CORGI registered gas installer).Maintenance: There is a duty to ensure that all gas appliances, flues and associated pipework are maintained in a safe condition at all times.Records: Full records must be kept for at least 2 years of the inspections of each appliance and flue, of any defects found and of any remedial action taken.Copies to tenants: A copy of the safety certificate issued by the engineer must be given to each new tenant before their tenancy commences, or to each existing tenant within 28 days of the check being carried out.
Electrical	<ul style="list-style-type: none">There are several regulations relating to electrical installations, equipment and appliance safety which affect landlords and their agents in that they are 'supplying in the course of business'. They include the Electrical Equipment (Safety) Regulations 1994, the Plugs and Sockets Regulations 1994, the 2005 Building Regulation - 'Part P' and British Standard BS1363 relating to plugs and sockets. Although with tenanted property there is currently no legal requirement for electrical safety certificates (except in the case of all HMOs) it is now widely accepted in the letting industry that the only safe way to ensure safety, and to avoid the risk of being accused of neglecting your 'duty of care', or even of manslaughter is to arrange electrical inspections and the issue of safety certificates. There are 2 types of electrical inspection, one of the actual installation, and another of any portable electrical appliances (PAT test)
Fire	<ul style="list-style-type: none">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, bedcovers including duvets, loose covers for mattresses, pillowcases, curtains, carpets or sleeping bags. Items which comply will have a suitable permanent label attached. Non-compliant items must be removed before a tenancy commences.
Smoke Alarms	<ul style="list-style-type: none">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).

Legal Information

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 your local authority website.

Tenancy Deposit Protection (TDP)

Since 6 April 2007, 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. Landlords and letting agents must not take a deposit unless it is dealt with under a tenancy deposit 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. Learn more on your local authority website.

If we are not providing our Full Management Service we will normally transfer the tenancy deposit to you within 5 days of receiving it. You must then register it with a TDP Scheme within a further 25 days if the tenancy is an Assured Shorthold Tenancy. If you fail to do so the tenant can take legal action against you the landlord in the county court. The court will make an order that you must pay the deposit back to the tenant or lodge it with the custodial scheme which is known as the Deposit Protection Scheme (DPS). In addition a further order will be made requiring you pay compensation to the tenant of an amount equal to three times the deposit. You will be unable to serve a Section 21 Notice on your tenant until compliance with the above conditions, and the court will not grant you a possession order. We have no liability for any loss suffered if you fail to comply.

Tenancy Deposit Protection - Prescribed Information

Legislation requires that certain information must be given to the tenant within 14 days of a deposit being taken. Whether you use the DPS, or the TDSL scheme, only some of the information is provided to the tenants by the scheme administration. The remainder must be provided by the landlord.

A special 'Tenancy Deposit – Prescribed Information' form has been designed for this purpose, and a copy is available from this agency.

It is very important that the form is completed fully and accurately, and that you attach to it a printed version of the relevant scheme's Terms and Conditions. These can be downloaded from their respective websites on the following links, depending on which scheme you use:

DPS: <http://www.depositprotection.com/>

TDS: <http://www.tds.gb.com/>

MY|DEPOSITS: <http://www.mydeposits.co.uk>

It is also important that under Paragraph 7 of the form you include the exact terms in the tenancy agreement that permit deductions from the deposit. It is recommended that a signed copy of the form is given to

each tenant individually. You should also retain a single copy signed by every tenant, in order to prove that the information has been given. So where there are say 4 tenants, you need 5 copies. Be sure to comply with the above requirements fully and accurately, because penalties to the landlord for non-compliance can be heavy. Where we are providing our Full Letting & Management Service will handle all of this for you as part of our service.

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. 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 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.

The Energy Performance of Buildings (Certificates and Inspections) (England and Wales) Regulations 2007 (EPC's)

Since 1st October 2008 landlords offering property to let have been required by law to provide prospective tenants with an Energy Performance Certificate for their property.

A new certificate will not be required on each let since, in the case of rental property, EPCs will be valid for 10 years.

EPCs must be provided free either when (or before) any written information about the property is provided to prospective tenants or a viewing is conducted. We have a database of registered energy assessors, and we will be pleased to arrange an EPC inspection and assessment on your property upon request.

Please note that we cannot market your property to let until we have in our possession a valid EPC for the property.

Landlord's Duties for Legionella Management

Landlords of residential accommodation have responsibilities for combating Legionnaires Disease. We can provide further information on request. You will also find more information on your local authority website. More detailed advice is available on the Health & Safety Executive's website. As a landlord you are legally required to manage your property so as not to expose tenants, residents and visitors to risk. Heavy fines or even imprisonment can be imposed especially if someone were to unfortunately die. You can be prosecuted even if there is an exposure to risk without anyone actually becoming ill.

We can arrange at your expense, on request, for a suitably qualified plumber to carry out an assessment and issue the appropriate paperwork to enable your compliance.

KPL Lettings | 200 Brook Drive | Green Park | Reading | Berkshire | RG2 6UB
0118 9796 531 | info@kpllettings.co.uk



www.kpllettings.co.uk
Pinpointing your perfect property

