

Before you rent out your property, you need to think about the following:

Permissions

If you have a mortgage on the property, it is important that you obtain permission from your mortgage provider to rent out the property (we will need proof of this).

If the property is Leasehold, you must obtain permission from the Superior Landlord. You will continue to be liable for paying any ground rent or service charges relating to the property. You will need to provide us with a copy of the Head Lease, if applicable, so this can be attached to the Tenancy Agreement.

Insurance

The property must have adequate buildings insurance and your insurers must be notified that the property is to be rented out (we will need to see proof of this).

It is recommended that a Landlord's contents insurance is also in place to cover curtains, carpets, white goods etc. This also provides some public liability cover, which will cover any third parties damaged or injured as a result of the property/something in the property provided by the landlord.

Non UK Resident Landlords

If a Landlord is considered by HM Revenue and Customs to be a non-resident in the UK for taxation purposes, we are legally obliged to withhold tax from the net rental income at the basic rate of income tax, and to pay this tax quarterly to HM Revenue and Customs, unless an approval certificate is provided to us.

A Landlord can apply to HM Revenue and Customs for an approval certificate to enable us to pay the rent to you, with no tax deducted – application forms are available from us on request. We will need an approval certificate from each Landlord living abroad.

Further information can be obtained from HM Revenue and Customs.

UK Resident Landlords

If you are a Landlord resident in the UK, you also have a liability to pay income tax on any profit made on the property. Many expenses are tax deductible, e.g. repairs, agency fees, insurances etc.

Further information can be obtained from HM Revenue and Customs.

Money Laundering

We will require proof that you own the property you are letting; if other people own the property, we will require confirmation that they are in agreement with you letting the property. We will also require identification from yourself and any other landlords, this is a legal requirement to ensure that we are complying with The Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017. We will require two forms of ID; one to confirm your name (passport, driving license etc) and one to

confirm your address (utility bill, council tax bill etc). Provisional driving licences, mobile phone bills and credit card statements are not accepted.

Presentation of the Property

The presentation of a property has a direct impact on the marketability and the rental income that can be achieved. Before renting, the property should be thoroughly cleaned to a professional standard. The garden, if applicable, should be in a neat and tidy condition. All receipts for contractors and professional services should be kept. All outstanding repairs should be fixed, and everything should be in good, working order.

Keys

We would normally require three sets of keys to the property, two will be handed to the tenant on occupation, and the other will be kept securely in our office for emergencies. It is also recommended that the Landlord keeps their own set. If we need to cut the keys, this will be charged to the Landlord.

Safety Regulations

An annual Gas Safety check is required for all gas appliances in rented property, including cookers, fires, central heating boilers and water heaters. In addition to this, services must be carried out annually on gas appliances. Gas engineers must belong to the industry registration scheme known as the Gas Safe Register.

From October 2015 regulations require rental properties to have at least one smoke alarm installed on each floor and these should be mains operated, linked and have a battery back-up system. Checks need to be made to ensure all smoke alarms are in good working order at the start of the tenancy.

Regulations state that properties with a solid fuel burning appliance must have a carbon monoxide alarm fitted in the room with the appliance, however, it is best practice to install a carbon monoxide alarm where there are gas appliances too.

Any electrical equipment provided must display the "CE" mark. All instructions should be given to the tenant, to ensure they are using appliances correctly and safely. All machinery, gas appliances and electrical goods must be in full working order, must be serviced and have clear instructions for use.

Any tenancy created or renewed on or after 1st July 2020 will require an electrical inspection and a report on the condition of the property (EICR) performed by a qualified person. Renewals in this case include statutory periodic tenancies that are created at the end of a fixed term on or after this date. For pre-existing tenancies, the Landlord will need to have an EICR performed on all tenancies before 1st April 2021.

Energy Performance Certificate (EPC)

The Energy Performance Regulations confirm that an EPC needs to be produced for all properties that are to be sold or rented. All rental properties now require a minimum of an "E"; it is illegal to let a "F" or "G" rated property. EPCs last for 10 years and will provide information on how you can improve the energy efficiency of the property, which can be as simple as fitting energy efficient light bulbs.

Furnished Properties

Any electrical equipment provided must display the "CE" mark; this is usually displayed on

the item itself, the packaging, the printed instructions or the guarantee. Any instructions should be given to the tenant, to ensure they are using the appliances correctly and safely.

The Furniture and Furnishings (Fire) (Safety) Regulations were introduced to protect furnished goods against fire. New or second-hand furniture in rented properties has to meet all the fire resistance requirements and must be properly labelled with set information and a fire safety warning. The regulations cover: beds, headboards, mattresses and bed-bases, sofa beds and futons, sofas, armchairs and footstools, nursery furniture, garden furniture suitable for indoor use, scatter cushions and seat pads, pillows, padded seats and loose and stretch furniture covers. The regulations do not apply to; bed covers (including mattress protectors and duvets), curtains, carpets and furniture made before 1950 (unless re-upholstered after 1950).

Unfurnished properties

Even if the property is unfurnished, it should have carpets, light fittings and curtain tracks as a minimum. Curtains and white goods should also be included where possible.

Legionella

Legionella is a bacteria spread within water droplets and can cause illness in vulnerable people who inhale the bacteria. The HSE (Health and Safety Executive) has issued guidance outlining duties in respect of controlling Legionella. In most residential property a risk assessment is all that might be needed, and no further action will be required, other than a periodic review (the recommendation is that a risk assessment should be carried out every two years).

Legionella is most likely to be a threat where water can stagnate within a water supply system. In most domestic settings water systems are used regularly (daily) so there is a flow of water through the system and there should be no problems. Ideally, outlets on hot and cold water systems should be used at least once a week.

Finding the right tenant

It is important that the right tenants are found for your properties. Landlords have the right to choose who they would like as tenants, providing they are not unlawfully discriminating. References will be completed, and a Right-to-Rent check taken to ensure the tenants are legally allowed to reside in your property.

Whilst your property is being rented:

Commencement of Tenancy

The tenancy will commence on a mutually agreed date. Prior to the tenant moving in, we advise that an inventory of the property is carried out, with a detailed description of its condition and contents. Inventories help prevent any disputes over the deposit at the end of the tenancy. On the first day of the tenancy, we will check the tenants in and check the smoke and carbon monoxide alarms to ensure they are in working order.

Deposits

We request a deposit on all tenancies, which are held by an approved government deposit scheme. The deposit encourages tenants to look after the property in a 'tenant-like manner' and acts as a safeguard against unpaid rent. Deposits are refundable at the end of the tenancy once the tenant has vacated and providing the property and their account is in order.

Utilities and Council Tax

It is the Tenants responsibility to pay all utility and council tax bills for the duration of the Tenancy. We will take meter readings on the day the tenant moves in; these readings will then be passed on to the appropriate companies. We also inform the council and water companies, if appropriate, of the change of occupancy. We cannot inform your telecom provider (BT, Sky etc.), this must be done by the user of the service.

Rental Payments

Rental payments are made every calendar month, starting from the commencement of the lease.

When we initially assess a property, we will indicate what we believe is a realistic market rent. Prospective tenants usually accept this figure, however, if a tenant does make an offer under the asking price, we are obliged to forward any offers to you for your agreement/rejection.

Tenancies (Fully Managed Service)

Most tenancies commence with a minimum six month Assured Short-hold Tenancy contract. Once this contract has been in force for just under four months the tenancy is reviewed. At this point we will write to you to ask if you wish for the tenancy to continue.

If you do not want to renew the tenancy you must inform us immediately, we will then arrange for the statutory notice to be served to the tenants.

If you do wish to continue the tenancy, we will contact the tenant, who can decide to leave the property at the end of the tenancy agreement or request permission to remain in the property.

The tenancy can be renewed for a further fixed period. If you do not wish to commit yourself to a definite period, the contract can become periodic (the tenant stays in the property, under the terms of the original contract, on a rolling month to month contract). Should the tenant wish to leave, they only need to give one calendar months' notice. If you require possession of the property, two months' notice is required from the rent due day.

Please note that once notice has been served it can only be enforced through the courts. Serving the notice does not guarantee that the tenant will vacate the property on the agreed date.

Inspections (Fully Managed Service)

We conduct regular inspections of all tenanted properties; the initial visit will be three months after the tenancy begins and it will be every six months thereafter. This is to see if the tenants are looking after the property as they should and ensure there are no problems/concerns. We will check for signs that something may be wrong with the property; if something needs attention, we can then inform you as soon as possible, helping to reduce the risk of the problem becoming worse and the cost escalating. These visits also help us get to know the tenants better, so that when the tenancy agreement is due for renewal, we can be confident in the advice we give to you.

Repairs (Fully Managed Service)

The tenant should report to us any problems arising with the property and we will organise any minor repairs and obtain estimates for more serious work. Work required due to

the negligence or misuse by the tenant is payable by the tenant. In all other cases the landlord is responsible.

It is usual that we organise repairs up to an agreed amount prior to consultation with the landlord (this will be agreed and stated in your Terms of Business). For repairs above this figure, we will obtain estimates (usually 3) from reputable tradesmen for your approval.

If we are unable to contact you, we will take the necessary steps to safeguard your property without liability to ourselves.

Under section 11 of the Landlord and Tenant Act 1985, the landlord is obliged to repair and maintain the structure and exterior of the property and maintain in working order the installations in the property for the supply of water, gas, electricity, heating and hot water. The tenant should look after the property in a "tenant like manner".

When the tenancy comes to an end:

End of Tenancy (Fully Managed Service)

Once a tenancy comes to an end, a detailed inspection of the property and check of the inventory will be carried out. Meter readings are taken as well as obtaining details as to where the tenant is moving.

The deposit is refundable to the tenant once any issues have been dealt with. You will have an opportunity to inspect the property yourself prior to the deposit being refunded. Should you wish to do so, you must arrange to view the property within 5 working days of the date the tenant vacates the property.

If for any reason, there are any disputes with how the property has been left the first course of action is to give the tenant an opportunity to rectify the problem. If the tenant does not rectify the problem, we can then negotiate a deduction from the deposit (valid estimates must be obtained indicating the exact cost of repair). Failing agreement between the landlord and tenant, we will refer to the deposit scheme for judgment.

Empty Property

The agreement you signed when the property was put on our books does not cover periods when the property is vacant. If you are concerned about the property and want us to manage it while it is empty you must inform us of this and we can make arrangements to do so (there will be an extra cost for this service).

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Last Edited; May 2020