

• ESTATE AGENTS •



• LETTING AGENTS •

## **GENERAL ADVICE TO LANDLORD'S RESIDENTIAL LETTING AND MANAGEMENT**

We hope that the general points covered in this guide will be of assistance. If there are any aspects of which you are unsure, please telephone our office to discuss your individual requirements, at your convenience.

### **Good Management**

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. It is important that the Tenants should feel comfortable in their home, and that they are receiving value for money. Therefore a well maintained property in good decorative order will help to achieve a higher rental figure and a happy tenant. Tenants are also more inclined to treat such a property with greater respect.

### **Deposits**

From 6 April 2007, all deposits (up to the level of £25,000) taken by landlords and letting agents for Assured Shorthold Tenancies in England and Wales, must be protected by a tenancy deposit protection scheme. We hold all deposits under a protection scheme.



### **Mortgage**

If your property is mortgaged, you must obtain the written consent of your mortgage company to let it. They may require additional clauses in the tenancy agreement. (Please inform us if these)

### **Leaseholds**

If your property is leasehold, you should check the terms of your lease, and obtain the necessary written consent of the freeholder before letting. A copy of the head lease should be annexed to the tenancy agreement, so the tenant is aware of restrictions or obligations they must adhere to.

### **Insurance**

You must ensure that your property has suitable cover for letting for buildings and contents insurance. Failure to inform your insurers that the property is let may invalidate your policies. We can arrange top quality, bespoke insurance for landlords for buildings and contents (Contents insurance covers you for liability if the tenant trips on a carpet or in the event of a fire to cover redecoration, curtains, kitchen appliances etc.) The tenant must insure their own contents. We have a specialist Landlord Building And Content Insurance provider, please ask us for a competitive quote.

### **Information for the Tenant**

It is helpful if you leave information for the Tenant, eg on operating the central heating and hot water system, washing machine and alarm system, day for refuse collection etc. We can help to provide this information in a pack for the property.



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### 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 by the Tenant can be proved. Interior decorations should be in good condition and preferably plain, light and neutral.

### Furnishings

It is recommended that you leave only minimum furnishings, and these should be of reasonable quality. It is preferable that items to be left are in the property for the tenancy are there during viewings. For un-furnished properties carpets, curtains, light fittings and usually a cooker, fridge and freezer would be provided by the Landlord. For larger properties, often a washing machine and possibly a dishwasher would also be left.

### Personal Items, Ornaments etc

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

### Keys

Each Tenant will require a set of keys. Where we are managing a property we will need to have a full set and can arrange to have duplicates cut.



### 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 our regular gardener.

### Cleaning

At the commencement of the tenancy it is the Landlord's responsibility to ensure that the property is in a thoroughly clean condition. We can arrange for this on your behalf. 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.



**Council Tax And Utility Accounts**

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. If your property has oil central heating, the capacity of the tank must be established, the tank should be full upon the tenant’s arrival at the property and they must leave it full upon vacation.

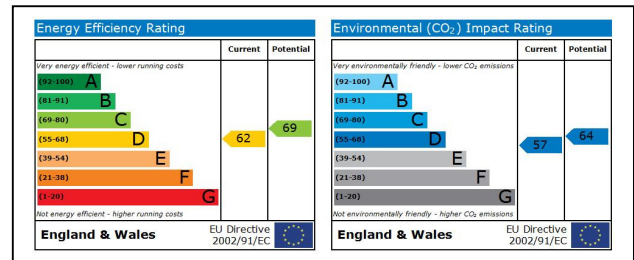
**The Inventory**

It is important that an inventory of contents and schedule of condition be prepared, to avoid any dispute at the end of a tenancy. Without one, it will be impossible for the Landlord to prove any loss, damage, or significant deterioration of the property or contents. This is part of our Tenant Finding Service.

**The Energy Performance Certificate**

The Government has introduced new regulations which mean that any property that is to be rented will need an Energy Performance Certificate (EPC) to be produced. This will apply to all properties that are to be rented from 1<sup>st</sup> October 2008. The EPC will be valid for 10 years and must be made available to prospective tenants the first time you let or re-let your property after the 1<sup>st</sup> October 2008 and it will provide information about the energy efficiency of a property. It gives the building a standard energy and carbon emission grade from

A-G where A is the best and with the average to date being D or E.



*Non-resident*

*Landlords Scheme*



**Income Tax**

When resident in the UK, it is entirely the Landlords responsibility to inform the Inland Revenue of rental income received, and to pay any tax due. With a few exceptions rental income is a taxable income and all UK landlords are obliged to include the rental income and expenses on their annual Self Assessment Tax Return (unless you have written notice from the IR noting your exemption). If you sell a rental property you may be subject to Capital Gains Tax on any gain made subject to some reliefs and exemptions available (particularly if you have lived at the property or owned it for a long time).

Where the Landlord is resident outside the UK during a tenancy, unless an exemption certificate is held, we as Landlord’s Agent are obliged to retain and forward to the Inland Revenue on a quarterly basis, an amount equal to the basic rate of income tax from rental received, less certain allowable expenses. An application form for exemption from such deductions is available from our office.

## IMPORTANT SAFETY REGULATIONS

The following requirements are the responsibility of the owner (Landlord). Where you have signed our Full Management Agency Agreement, they are also our responsibility. Therefore where we are managing we will need to ensure compliance in these matters.



### Health & Safety – 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 within 12 months of being installed, and thereafter at least every 12 months by a competent engineer (ie 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 must be given to each new tenant before their tenancy commences, or to the existing tenant within 28 days of the date of the check.

### Health & Safety – Electrical

Under the Electrical Equipment (Safety) Regulations 1994, and certain other regulations, electrical appliances and equipment provided in tenanted premises must be safe. It is therefore necessary to ensure that all electrical items, plugs and leads are completely safe and undamaged, and to remove /replace any faulty items.



### Smoke Alarms

All properties built since June 1992 should 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).

### Furniture and Furnishings Fire and Safety Regulations

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. Furniture made between 1950 and 1990 cannot be supplied. This includes bedcovers (inc. duvets), loose mattress covers 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.

