

# Andrew Lees Lettings - Landlords Guide To Letting Your Property



## **Andrew Lees Lettings - Your Guide To Letting**

andrewleeslettings.co.uk is a member of The Property Ombudsman. You can rest assured that our working practices and ethics are amongst the very best. We are dedicated to exceeding the expectations of our clients and even if we don't always get it right, it won't be for the lack of effort. We won't unfairly raise your expectations and make outrageous promises only to leave you disappointed and frustrated. We prefer to tell it as it is and we find the majority of people prefer this approach.

### **Letting your property**

When letting your home, you need to be confident that it is being placed in the hands of experienced people. andrewleeslettings.co.uk handles all types of properties ranging from studio apartments to large houses. Often our clients live some distance from the property or overseas and require us to look after all aspects of management on their behalf. Taking responsibility for maintenance, regular inspections and rent collection. We are happy to discuss with you the merits of this service.

Our experienced team are well versed in the day-to-day maintenance of rented property and we work in conjunction with tried and tested maintenance contractors to ensure that all runs smoothly for our landlords and tenants.

### **A Personal Service**

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



## **Out of Hours Service**

For our initial meeting with you we will if necessary be pleased to visit your property outside normal office hours, at a time that is convenient to you, and thus fit in with your busy schedule. A member of staff is also available on the telephone out of hours as stated in our accompanying letter.

## **Marketing your property**

[andrewleeslettings.co.uk](http://andrewleeslettings.co.uk) is a dedicated and specialist letting agent. Unlike many estate agents who primarily sell properties, we are able to specialise and dedicate our core business to let out your property professionally.

We also advertise weekly in the local press. Your properties are advertised clearly and are straight forward to maximise general interest.

We advertise all our properties on Rightmove, one of the largest property websites in the UK.

We receive daily interest in our properties from tenants who have seen available properties advertised. We take pride in our own website where we advertise all our properties.

Let boards have been clearly designed with the [andrewleeslettings.co.uk](http://andrewleeslettings.co.uk) logo. Properties with let boards are easier to let and most landlords opt for this simple and effective promotion.

All advertised properties in the press are on our unique website and on our window cards. These are carefully designed to promote the best features of your property. To attract tenants an external photograph is displayed and where possible internal photographs are also used. This can often lead to a viewing appointment of your property. All advertisement's are fully compliant with current legislation.



## **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 temporary home and feel 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 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 or floor coverings, curtains and light fittings. Remember there will be wear and tear on the property and any items provided.

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

Personal possessions, ornaments, pictures, books etc. should be removed from the property, 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 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.

## **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 the refuse is collected etc.

## **Keys**

You should provide one set of keys for each tenant. Where we will be managing the property we will arrange to have duplicates cut as required. We can also hold a set for emergency use.

## **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 advise 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. However where we are managing the property, by prior written agreement, we may make payment of certain bills on your behalf, provided such bills are received in your name at our office, and that sufficient funds are held to your credit.

## **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 closing of gas and electricity accounts to be drawn up. All these matters will be handled on your behalf, by us. 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 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 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 misunderstandings or disputes 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 a member of staff 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 per annum 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 can grant a further fixed term tenancy or simply allow the existing agreement to continue. This is known as a periodic tenancy. The landlord is able to regain possession of the property at the end of the fixed period or during any periodic term, provided he gives 2 months written notice to the tenant. In addition, if the tenant breaches the agreement, notice may be served. Sometimes it may be necessary to apply through the court to seek a possession order. If that happens we can recommend specialists to help you.

## **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 are our responsibility. Therefore where we are managing we will need to ensure compliance.



## 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 (e.g. a Gas Safe registered gas installer).

**Maintenance:** There is a duty to ensure that all gas appliances, flues and associated pipe work 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

New Electrical Safety Standards in the Private Rented Sector (England) Regulations 2020.

Duties of private landlords in relation to electrical installations:

Inspections of electrical installations by a qualified electrician will be mandatory at intervals of no more than 5 years or less than 5 years if specified in a previous report for landlords for all new tenancies from 1st July 2020. This will be rolled out to all existing tenancies from 1st April 2021. The new regulations were tabled by the Government on Monday 13th January 2020, requiring pre-tenancy and five yearly checks of all fixed appliances and wiring.

Landlords failing to comply with the new rules could face a financial penalty of up to £30,000.





Once the electrical installation has been tested, the landlord needs to receive a written report from the inspector, with the results of the inspection and test and the date of the next inspection and test. They must then;

Supply a copy of that report to tenants within 28 days of the inspection and test.

Give a copy to the local housing authority, if requested within seven days.

Retain a copy of the report until the next inspection and give it to the person carrying out the next inspection.

For new tenancies, the landlord must:

Give the tenant a copy of the most recent report before they occupy the property.

Supply a copy of the most recent report to any prospective new tenant who asks for it in writing, within 28 days.

## **Fire**

The Furniture and Furnishings (Fire) (Safety) Regulations 1988 (amended 1989 & 1993) specify that certain items supplied in the course of letting a 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**

All properties built since June 1992 must have been fitted with mains powered smoke detector alarms from new in older properties and all private rented properties. The Smoke and Carbon Monoxide Alarm (England) Regulations 2015 state that from 1 October 2015, all properties must have at least one smoke detector and a carbon monoxide alarm in every room containing a solid fuel burning appliance. Each alarm must be in working order at the start of each new tenancy. Failure to comply could result in a £5,000 fine. As managing agents we will ensure you comply and continue to do so throughout all management.

## **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.propertylicence.gov.uk>

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

The HHSRS provides an analysis of how hazardous a property is through an 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>

## **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 here: <http://www.direct.gov.uk/en/TenancyDeposit/index.htm>

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 thirty day period, 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 back the deposit 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 to pay compensation to the tenant of an amount equal of upto 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 30 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:**

[www.depositprotection.com/Documents/scheme\\_rules.pdf](http://www.depositprotection.com/Documents/scheme_rules.pdf)

## **TDSL:**

[www.mydeposits.co.uk/pdf/mydeposits\\_Information\\_for\\_Tenants.pdf](http://www.mydeposits.co.uk/pdf/mydeposits_Information_for_Tenants.pdf)

[www.mydeposits.co.uk/pdf/mydeposits\\_Landlord\\_Overview.pdf](http://www.mydeposits.co.uk/pdf/mydeposits_Landlord_Overview.pdf)

In the case of the TDSL you should attach copies of both documents.

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 are 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 properties that are let or to be let, and household premises. Landlords and managers of let properties and properties 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 properties which are to let, or of properties which have already been let, must make reasonable adjustments, and 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)

### **Home Information Pack (No 2) Regulations 2007.**

The Energy Performance of Buildings (Certificates and Inspections) (England and Wales) Regulations 2007 From 1st October 2008 landlords offering property to let will be 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.

The certificates (EPCs) will have to 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.

From 1 April 2018, the Energy Efficiency (Private Rented Property) (England and Wales) (Amended 2016) come into force and all new lettings can only be effective if the property has an EPC of E or above.

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