



A Landlords Guide to Property Letting & Management

Preparing the Property: 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 their money. Therefore a well presented and maintained property in a good decorative order is key. A property in good condition will always rent more quickly and achieve a higher rental figure. Tenants are also more inclined to look after such a property with more care.

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 are optional). Remember that there will be wear and tear on the property and any items provided.

Personal items, ornaments etc: All personal possessions, ornaments, pictures, books etc. should be removed from the premises, especially those of real or sentimental value. If you have to store items in the property some items may be boxed, sealed and stored in the loft at the owner's risk. Please remember you may not be able to access them as quickly as you desire. 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. We are able to assist with a property cleaning and preparation service. Please ask for further details.

Information for the Tenant: The more information you can give your tenants about the running of your property the better. Photocopies of instruction manuals for the operation of the central heating, hot water system, and any electrical items should be given to tenants. It is very helpful if you can provide details of the day refuse is collected.

Keys: You should provide one set of keys for each Tenant. If we are managing your property we can arrange to have duplicates cut as required. Rent East Yorkshire Ltd will also need a set of keys for your property.

Other Considerations

Mortgage: If your property is mortgaged, you should obtain your mortgagee's written consent to the letting. You may have to pay a fee to your mortgagee to obtain their consent. They may require additional clauses in the tenancy agreement of which you must inform us.

Leaseholds: If you are a leaseholder, as will usually be the case if your property is a flat, you should check the terms of your lease, and obtain any necessary written consent before letting. You will also need to provide a copy of your lease to your tenant.

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: East Yorkshire Ltd will notify the Council of a change of occupier for Council Tax purposes. Meter readings will be taken at the beginning and end of each tenancy. Media suppliers will require instructions directly from both the Landlord and the Tenant, so unfortunately we are unable to do this on your behalf.

Income Tax: It is the Landlords responsibility to inform the Revenue & Customs of rental income received, and to pay any tax due. You should seek advice from a qualified accountant in this regard as some costs including East Yorkshire Ltd's fees may be tax deductible. 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. We can provide advice and assistance on how to apply for such exemption but if detailed tax advice is required please consult an accountant.

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. The preparation of an inventory will be undertaken by us prior to the start of each tenancy.

What is an Assured Shorthold Tenancy? Most tenancies will automatically be Assured Shorthold Tenancies (ASTs), provided the property is let to private individuals. Tenancies are usually granted for an initial fixed term of 6 months, then running on a month by month basis thereafter. When the fixed term has expired the landlord is able to regain possession of the property provided he gives 2 months written notice to the tenant. The tenant can end the tenancy by giving 1 months notice in writing to the Landlord. In addition, if the tenant owes at least 2 months or 8 weeks rent on the property the Landlord can apply through the court to seek a possession order.

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, we will arrange any testing required to meet your obligations. We are happy to give further detailed advice to any of our customers on this important matter.

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 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.

Unvented Hot Water Cylinders: An unvented cylinder can be a dangerous piece of equipment if not maintained, it is under pressure all the time unlike a standard hot water cylinder, it has a minimum of three safety devices, should a cylinder fail or a safety device fail to operate the cylinder can cause significant damage to a property and any persons nearby, it is as dangerous as a gas boiler with a boiler thermostat failure, all Manufacturers of unvented water heaters recommend that you have your water heater serviced once each year, and many home insurance policies require this as well. You could find that they reject a claim that results in water damage to your property if it does not have an up to date Unvented Hot Water Safety Certificate. Annual maintenance will help to keep the water heater safe and in line with the requirements of the G3 building regulations relating to hot water systems. Please let us know in writing if you would like this to be arranged

Electrical: 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). Any electrical equipment eg table lamps or fridges left in a property must be tested. Please let us know if you wish for us to arrange any testing to be carried out.

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. Items which must comply with the regulations must have a suitable permanent label attached. Non-compliant items must be removed before a tenancy commences.

Smoke Alarms & Carbon Monoxide Alarms: As of October 2015 a new legislation was put in place stating that all Private Landlords in England must supply and fit a smoke alarm on every storey of their property. Landlords must also supply a Carbon Monoxide (CO) alarm to every room with a solid fuel burning appliance. Alarms must be tested and working at the start of each tenancy. Landlords could suffer penalties of up to £5,000 for those that flaunt the rule. It is outlined that the relevant Local Authority will enforce. Smoke alarms are life saving devices and each have their own British Standard (BS 5839-6:2013) that will tell you where to put the alarms.

Energy Performance Certificates: Landlords offering property for rent are required by law to provide prospective tenants with an Energy Performance Certificate (EPC) for their property. 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. A new certificate will not be required on each let since, in the case of rental property; EPCs will be valid for 10 years. We can arrange an EPC inspection for our landlord clients upon request. The cost of an EPC is £75.

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. If you think that your property might be an HMO please get in touch and Rent East Yorkshire Ltd can advise you further on the letting process.

The Tenancy Deposit Scheme: 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). Rent East Yorkshire Ltd uses the scheme provided by The Deposit Protection Service (The DPS), details of which can be found at www.depositprotection.com

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. Landlords and managers of rental properties will be required to make reasonable adjustments for disabled people. 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 at http://www.dwp.gov.uk/aboutus/dda_factsheet4-premises.pdf

Right to Rent: Before the start of each tenancy, all tenants aged 18 and over need to be checked to ensure they have the Right to Rent in the UK. All tenants need to be checked even if they're not named on the Tenancy Agreement or there is no Tenancy Agreement, It's against the law to only check people you think aren't British citizens. Each tenant must show original documents which need to be copied and kept safe, A UK passport is a valid proof of right to rent, If your tenant doesn't have this then there are a number of document combinations which are acceptable as proof of right to rent. For more information on Right to Rent and acceptable documents please visit: <https://www.gov.uk/check-tenant-right-to-rent-documents>

We hope that the information covered in this guide will be of assistance to you. 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, or the letting and ongoing management of your property.