

12/10/10

## LANDLORD INFORMATION PACK

**HUNT & NASH** is a friendly, privately owned multi-disciplined company specialising in all aspects of residential property throughout the Thames Valley and Chilterns. We are therefore well placed to help Landlords with all aspects of their property matters. We have members of ARLA in our lettings team.

We are totally independent of any other organisation and strive to offer a professional, efficient and informative service to both Landlords and Tenants at all times.

We offer a range of services to suit individual needs, full details of which are itemised on the following pages. Most Landlords requirements can be catered for within the three service levels detailed, however, we are very flexible and will normally be able to accommodate any specific requirements.

The following are the most frequently asked points when Landlords are assessing how we operate:-

### 1. Viewings

All viewings are by pre-arranged appointments and we never hand out keys to the prospective Tenant.

We are happy to accompany prospective Tenants over your property during our normal office hours and will keep you advised of any helpful feedback we receive.

### 2. Payment of Rent and Deposit

Utilising specially developed computer software, we maintain up to the minute records on all managed property, receiving rent by standing order from tenants and processing it directly to your nominated bank account. All rents are collected monthly in advance and we take a deposit from the Tenant equivalent to 1½ months rent. Deposits are held within the Tenancy Deposit Scheme.

### 3. Credit Checks

To ensure as far as possible that the Tenants are suitable, we employ independent companies that specialise in vetting Tenants and carry out various checks to establish their credit worthiness. It should be acknowledged that the system is not infallible.

**Provided that the Tenant receives a Class A credit check, we offer our Landlords a Rent Guarantee Scheme for the first 6 months of the tenancy – details are available on request.**

In the rare instance where some doubt still exists we will ask for responsible guarantors. With “sharers” we obtain separate references on each individual. We normally only let to professional people in full employment, and would not let to sharers without the express permission of the Landlord.

### 4. Tenancy Agreement

Your preferences regarding the allowing (or not) of smokers, pets and children at the property are strictly adhered to.

Our computer software is continually updated to ensure that our Tenancy Agreements comply with the most recent legislation for your protection.

In most cases a private residential tenancy will be governed by the Housing Act 1988 (as amended in 1996) and will be an Assured Shorthold Tenancy. These tenancies are either for a minimum period of 6 months, or one year. They can be renewed for an additional 6 months/year or let to run on a periodic basis (month by month).

Alternatively when the Tenant is a Company or the landlord is in residence, these tenancies will not be governed by this Housing Act, but will include many of the same clauses and conditions of an Assured Shorthold. In these agreements the notice period is agreed between each party prior to the start of the tenancy (usually one months notice on either side).

We are happy to forward a draft copy to you for approval prior to signing.

### 5. Break Clauses

Some Tenants, both private and company require a break clause to terminate the tenancy after an initial 6 month period. Such clauses are agreed prior to the commencement of a tenancy and any implications will be discussed with you at this point.

## 6. Notices

Termination of the tenancy will be in accordance with the Housing Act 1988 and any clause stated in the tenancy agreement

Hunt and Nash will only be responsible for serving notices on Tenants if the property is fully managed. If Service A or B is chosen we can serve notices but a charge will be made.

## 7. Marketing your Property

Our branches are computer linked which replicates hourly updating each branch and our website [www.huntandnash.co.uk](http://www.huntandnash.co.uk). We also daily upload our properties to Rightmove, Globrix and Findaproperty.

Regular advertising in local newspapers and centrally located offices ensure that we have constant enquires from Tenants. In addition we have contacts with local companies, relocation companies and recommend erecting a "To Let" board where possible.

## 8. Letting Services

We offer three levels of service as complete packages, detailed below. **All fees are subject to VAT.**

If you have additional needs we will try to accommodate these where practicable.

### LETTING ONLY SERVICE: A

- Marketing your property.
- Arranging viewings with potential Tenants.
- Obtaining references through a credit search agency.
- Preparing the Tenancy Agreement (see scale of charges in our Terms and Conditions).
- Collecting and holding a deposit, collecting first months rent and forwarding balance to you net of our fees and VAT.
- To terminate a Tenancy to gain possession of the property the Landlord must serve the appropriate notice. Hunt & Nash will serve such notice with written instructions from the Landlord (see scale of charges).

### LETTING & RENT DEMAND SERVICE: B

Includes all the features of our Basic Letting Service but in addition we receive the rent monthly on your behalf, transfer it to your Bank or Building Society (net of our agreed fees and VAT) and submit to you a monthly Statement of Account. We also carry out one initial inspection and advise you of our findings. Additional inspections will be charged at £55.00 inc VAT.

### LETTING AND MANAGEMENT SERVICE: C

Includes all the features of both our Basic Letting Service and Letting & Rent Receiving Service and is suitable for Landlords who prefer not to be involved in the day to day management of their property.

FULL MANAGEMENT SERVICE during the tenancy comprises:-

- Regular visits to your property.
- Arrange and supervise any minor repairs and maintenance needed up to an agreed limit, usually £250.00 + VAT. In the event of an emergency we will exceed any repair limit you may specify if, in our opinion, this would prevent further damage to your property.
- Engage on your behalf and at your expense the services of a professional surveyor to report on any major problem.
- Serving notice on the Tenant to terminate the Tenancy.
- Arranging all inventory and other services needed at the beginning and end of a new tenancy and whilst the tenancy is running.

### ADDITIONAL SERVICES

#### Inventory and Check In/Out

We recommend that an independent inventory and schedule of condition is prepared prior to letting. If we are managing the property this is essential.

**Under the Tenancy Deposit Scheme it is strongly recommended that all Landlords always have an up to date inventory. Without an inventory and schedule of condition at the beginning and end of the tenancy it is very difficult to demonstrate that the property has deteriorated during the tenancy. Without sufficient evidence to the contrary the T.D.S may award the disputed amount to the tenant automatically.**

We use independent Inventory Clerks thus ensuring that their findings are impartial however we cannot accept responsibility for their errors or omissions. The Landlord pays for the preparation of the inventory and the check out. The Tenant pays for the check in. We will be happy to give an estimate of these costs on request.

#### Energy Performance Certificates

From the 1<sup>st</sup> October 2008 each rental property is required to have an EPC, available on request by any prospective tenant. This must be prepared by a qualified assessor and is valid for 10 years. We can arrange for this to be carried out and a price will be given on request.

## GENERAL INFORMATION

### Service Contracts etc.

Many Landlords have service contracts for central heating, kitchen and electrical appliances and so on. It is advisable to keep these in force whilst the property is tenanted, leaving full details with us. Also, if you have any preferred contractors please advise us and we will endeavour to use them.

All instruction manuals should be left at the property, but we advise Landlords to retain a photocopy as these can be difficult to replace.

Please advise us of the location of the mains stop cock, distribution/fuse box, any private drainage system and the alarm code (if fitted) etc.

You should maintain the property during the letting as if you were living in it yourself because:-

- The expenditure may be tax deductible
- The market value of the property is maintained
- The standard of tenant and rental value will be maintained

### Condition of the property

The property should be maintained in good decorative order inside and out. The wiring and plumbing should be safe, in a good state of repair, and the property left clean and tidy. Tenants generally check the property before paying their deposit.

### Safety

There are now various laws and recommendations governing the safety of tenanted property:-

#### Gas

All let properties that have either natural or bottled gas are required under Gas Safety (Installations & Use) Regulations 1998 to have an annual **Gas Safety Certificate** issued by a CORGI registered engineer and a copy given to us and the Tenant. All work on any gas appliance must be carried out by a CORGI registered engineer.

#### Electricity

Landlords have a Duty of Care under Electrical Equipment (Safety) Regulations 1994 to ensure that the electrical installations and appliances are safe. From 1<sup>st</sup> January 1997, all new electrical appliances must carry a 'CE' mark and instruction booklet or clear working instructions must be provided. We therefore strongly recommend annual PATs **and** 5 yearly wiring **checks** on all tenanted properties.

### Furniture & Furnishings

All upholstered furniture including mattresses, pillows and seat pads left at the property must comply with the Furniture and Furnishings (Fire) (Safety) Regulations 1988 as Amended 1993.

Furniture proven to be manufactured before 1<sup>st</sup> January 1950 and not since re-upholstered is exempt. Upholstered furniture purchased after 1993 should carry a label with the heading "Carelessness causes fire". Mattresses should have a label stating compliance with BS7177.

Any items not appropriately labelled may not conform to the regulation and must be removed from the property.

### Smoke Detectors

There is no legal requirement to install smoke detectors in a let property however we believe it is in the best interest of both the Landlord and the Tenant that at least battery operated detectors are installed on every floor.

Please note that homes built after June 1992 are by law required to have linked, mains wired smoke detectors on every floor.

### Carbon Monoxide

There are no regulations requiring detectors in let property however we recommend that they are installed. The annual Landlords Gas Safety Certificate should highlight any potential hazards.

### The Garden

The garden should be left neat and tidy. It is a requirement of our Rental Agreement that the Tenant keeps the grass cut, borders and paths weed free and shrubs trimmed. Adequate gardening equipment should be left for the Tenant to maintain the garden. A power breaker should be provided if any electrical garden equipment is provided.

Should you require certain plants or trees to be pruned or treated in a special manner, we recommend that you employ a specialist contract gardener.

### What to leave

We are happy to advise on what items to leave at the property. Unfurnished properties should normally have carpets, curtains, kitchen white goods and lampshades. As a general rule, do not leave items of a personal or sentimental nature, or valuables of any kind.

## Mail

Please make arrangements with Royal Mail to have your post re-directed.

## Keys

There should be at least one full set for each Tenant, including any garage, shed, window locks etc, and one set for us if we are managing the property.

## Damages

When an inventory has been prepared and the Tenant checked in and out, with the exception of fair wear and tear, any deterioration will be corrected and the cost deducted from the deposit.

## Income Tax

The Inland Revenue state that all UK derived income is subject to taxation after the deduction of allowable expenses. It is your responsibility to advise the Tax Authorities that you are renting out your property and we recommend that you employ an Accountant to act on your behalf. If a Landlord does not have a NRL number we will charge for additional work at our usual rate.

Taxation of Income from Land (Non-Residents) Regulations 1995 call upon the rent collecting agent to pay tax on behalf of overseas landlords at the standard rate on the rent received. We strongly recommend that you employ an accountant to handle your tax affairs if you are abroad to ensure that your liability to Tax is minimised. Landlords residing abroad will have tax deducted from rents collected to cover the liability unless you qualify under the "self-assessment" rules. You can apply to the Inland Revenue at Centre for Non-Residents, St John's House, Merton Road, Bootle, Merseyside L60 9BB. Tel: 0151 472 6208.

## Council Tax

Council Tax is payable by the tenants of the property and a clause to this effect is included in our tenancy agreement.

During void periods, the landlord is responsible for this payment and the basic rules are:-

- Substantially unfurnished – first six months totally exempt, thereafter 50% of the Council Tax payable.
- Furnished dwellings – 50% of the Council Tax payable.

## Ground Rent and Maintenance

The landlord is responsible for the ground rent, any service charges and the maintenance of the property.

## Mortgages and Insurance

It is your responsibility to advise your mortgage provider that you intend to rent your property. Most Banks and Building Societies require you to seek their permission and may require Break Clauses or additional clauses to be inserted into the Tenancy Agreement. Therefore please provide a copy of their consent to Hunt & Nash in order that any requirements can be complied with.

Your buildings and contents insurance should be amended to account for the fact that the property is tenanted.

The company we use for credit checking and referencing the tenants can provide you with insurance quotes if you wish.

## Lessees

If you are a Tenant or Lessee, permission to let must be sought from your Landlord for subletting and must be permitted by your lease. The intended letting period must expire prior to the termination of your own lease. It is your responsibility to obtain this consent. In some instances, we may need to include part of the Lease within the Tenancy Agreement. A copy of the Head Lease and any Residents' Association Rules must be given to Hunt & Nash for the Tenant.

## Proof of ID

Proof of ID in the form of a passport or photo driving licence is required from all Landlords and a photocopy will be taken at one of our offices. We must see the original and make the copy.

*We hope this has answered any questions you may have however please contact us if you would like to discuss any further information.*

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