

Welcome

Robsons offer a comprehensive range of lettings and management services.



SIMON BLITZ, DIRECTOR



GARY McKINNON, ASSOCIATE DIRECTOR

We have a highly experienced ARLA qualified team with a primary focus to provide a first class bespoke service to our clients. You will have the comfort in dealing with a well established and professional business that has been trading for 60 years and now extends to 10 offices ranging from Pinner to Chesham. The directors are fully active in the day-to-day running of the business, rest assured you are in capable hands.

Robsons understand the importance of treating both clients and tenants in equal measure, by handling every situation fairly and in a professional manor. Communication is another vital component during the transaction and we pride ourselves on delivery of a smooth and painless service.

All properties require maintenance during the course of their lifetime and with our experienced team, we are able to identify possible future issues that cause unnecessary tension between landlord and tenant. With an extensive support staff and maintenance company behind us, we are able to resolve any situation quickly and efficiently. We are conscious that our clients look at their properties as a long term investment and we are able to offer a long term solution.

Robsons operates in one of the most sought-after areas of the country - "Metroland" is an area that benefits excellent schooling and transport links that extends through the leafy suburbs of Middlesex into the popular areas of South West Hertfordshire. With our extended reach and support programme Robsons are able to offer a first class service that suits all.

Within this brochure it will provide an insight into the extensive work that Robsons offer behind the scenes and to make the experience run as smoothly as possible. We urge you to contact Robsons lettings & Management to discuss your requirements.



Finding the right tenant for your property

At Robsons, we understand that securing the right tenant quickly and on the best possible terms is key to ensuring you achieve the strongest return on your investment.

The right tenant for your property

We provide a comprehensive service to introduce suitable tenants to your property in the shortest time possible at the maximum rental, taking account of current market trends.

To achieve this, we offer the following:

- Preparation of marketing material to include photographs, virtual video tours and a floor
- Advertising on our website and leading property portals
- Erection of a 'To Let' board for maximum market coverage
- Arrangement of all required safety checks
- Arrangement of an Energy Performance Certificate (EPC)
- Accompanied viewings
- Promotion on our social media channels

On finding a suitable tenant

- Comprehensive referencing and credit checks
- 2. Drafting and completion of the Tenancy Agreement
- 3. Collection, in advance, of the first month's rent and a deposit
- 4. Arrangement of an inventory and schedule of condition with full photographs
- In addition, on our property management service we can also facilitate meter readings and utility provider change over (if required)
- 6. We will then seek your consent subject to references is requested.
- 7. The initial tenancy term which will be agreed will normally be between six and twelve months, however this can be longer up to 3 years.
- Comprehensive references and credit checks are forwarded to you for your final approval.
- You must ensure the property is ready to be let in a clean and tenantable repair with operational fixtures and appliances and in good decorative order.
- 10. Should you presently reside in the property, please arrange to redirect mail before you vacate as the tenant and Robsons cannot be held responsible for any post which may go astray



Tenancy Deposit Scheme

Under the 2004 Housing Act, as a landlord you must ensure that you comply with a Tenancy Deposit Scheme.

We will retain the deposit and register the deposit with the Tenancy Deposit Scheme (TDS) unless you make your own arrangements with one of the two remaining schemes. Not registering the deposit could affect your ability to regain possession of the property and risk prosecution.

There are three Government-backed schemes:

- The Dispute Service (TDS)
- Deposit Protection Scheme (DPS)
- MyDeposits

You are then required to provide the tenant with all the information of your chosen scheme within 30 days of receiving the deposit.

You will be responsible for checking the tenant out of the property at the end of the tenancy term, negotiating any damages or dilapidations and arranging the return of the deposit. You will also be responsible for making your case to the arbitrator of the relevant deposit protection scheme if there is a dispute with regard to the deposits return.

We will require a copy of the prescribed information, confirming in which deposit scheme you have safeguarded the deposit. If you make your own arrangements, we will require full details of which scheme you have chosen. We have no liability for any loss suffered if you fail to comply.

We recommend you read the Terms & Conditions of the deposit scheme you have selected to ensure your full compliance.

When the tenancy starts

On completion of the letting you will need to consider the management of the property.

You may wish to take responsibility for the property's day to day management, collect rent, oversee repairs of the property and compliance with safety legislation. Needless to say, the administration and legal obligations upon landlords managing themselves is continually increasing and thus you may prefer to utilise Robsons' services as managing agents.



Our complete property management service

A hassle-free service for complete peace of mind throughout the length of your tenancy.

If you wish Robsons to manage your property whilst tenanted, we would be happy to discuss this further and, if required, tailor a management service to take account of the property and your individual requirements. Our management service should particularly be considered if you live some distance from the property, are travelling abroad or wish to take a more detached role from the day to-day running of the tenancy.

As your managing agent, we will assist both you in ensuring that your contractual and statutory obligations to the tenancy are met, and also we will provide a comprehensive service to manage your property throughout the tenancy term.

End of tenancy procedure

If instructed on a full management basis, we handle this for you. We serve the appropriate Notice (or receive it from the tenant), arrange the final inspection and check-out, handle any dilapidations and return the deposit. If you have been managing the property yourself, but would like us to do this, we can work on an hourly basis.

For fees, please see the Lettings Terms of Business and Management Agreement.

Services offered

- Rental collection and monthly statement
- BACs payment of rent to your account (less costs)
- Arrears chasing
- Handling tenants' enquiries
- Regular inspections
- Organisation of property maintenance and repairs
- Holding the deposit as stakeholder in accordance with the Tenancy Deposit Scheme regulations and the rules of The Dispute Service (TDS)
- Re-negotiating any tenancy renewals
- Serving notice for possession if required (charges apply)
- Overseeing the end of the tenancy arrangements, inventory check out and return of the deposit
- Negotiating any damages or dilapidations after tenant has vacated if applicable
- Preparing a case (if any) for the arbitration of the TDS (charges apply)

The details a landlord needs to know

The administration and legal obligations upon landlords is continually evolving. To help, we've detailed the key points that you need to know or consider below.

Deposits

Robsons is a member of The Dispute Service (TDS), administered by:

The Dispute Service Limited First Floor, West Wing The Maylands Building 200 Maylands Avenue Hemel Hempstead HP2 7TG

Tel: 0300 037 1000 Email: deposits@TDS.gb.com

> If Robsons are instructed by you to manage the tenancy and to hold the deposit as Stakeholder, we shall do so under the terms of the Tenancy Deposit Scheme. This is explained at www.tenancydepositscheme.com

Repair and maintenance policy

Anything provided with the property under the tenancy is repairable at your expense if it simply breaks or fails through wear and tear, unless there is a specific clause in the tenancy agreement at the outset, although these clauses can be off-putting for a potential tenant.

If any item breaks down through no fault of the tenant, we shall inform you before we arrange for repair, where it is practical to do so.

Emergency or urgent repairs will be actioned at our discretion in accordance with our terms of business.

Major works or refurbishments outside of routine maintenance can be arranged and overseen by us (subject to additional charges).

Third party liability insurance

Many landlords take Third Party Liability Insurance to cover any claim made by a tenant or anyone who might be affected by a defect which results in danger or personal injury.

Overseas landlord tax implications

If you are travelling or residing abroad, the 1995 Finance Act places strict obligations on you and Robsons to comply with Non-Resident Landlord tax rules. More information can be found at: www.gov.uk/tax-uk-income-live-abroad/rent

Energy performance certificates (EPC)

Landlords are legally required to provide an EPC (which will be valid for 10 years) to any prospective tenants. From 1st April 2020 landlords must ensure that the EPC for their property meets new standards and this applies to both new and existing tenancies.

Landlords must not grant a new tenancy of a property (including an extension or renewal)

nor continue to let the property (on an existing tenancy) after 1st April 2020, where the EPC rating is below the minimum level of energy efficiency for private rented properties of Band E

The EPC has to be carried out by an accredited energy assessor before a property can be marketed and will give information about:

- Suggested improvements (such as loft insulation)
- The approximate cost of suggested improvements
- · Possible cost savings per year if the suggested improvements are made

If you would like us to arrange an EPC for you, we can undertake this at a cost on application.

There are penalties for failing to order an EPC before a property is marketed or not making one available when required.

Safety legislation and checks

We can arrange all of the required safety checks on your property, or you can do so and supply us with copies of the certificates.

For management clients we provide an ongoing service to cover the length of the tenancy as some safety checks are annual.

For letting clients, it is your responsibility to provide ongoing continuous cover, unless you instruct us otherwise.

Electrical equipment (safety) regulations 2020

The Electrical safety Standards in the Private Rented Sector (England) Regulations 2020 came into force on 1st June 2020 and apply to all new tenancies from 1st July 2020 and all existing tenancies from 1st April 2021.

These require that the electrical supply and any electrical appliances supplied by a landlord for a residential tenanted property must be safe.



The landlord's statutory duty of care obligations recommend that the electrical supply should be checked regularly and an electrical installation report prepared every five years unless the engineer providing the report suggests that this should be carried out with greater frequency. Any recommendations should also be actioned. Copies of the report must be forwarded to the tenants within 28 days of the inspection and test. A copy must also be provided before a new tenant occupies the property. You must also provide a copy of the report to the Local Authority within 7 days if requested.

The landlord also has a statutory duty of care to ensure that all electrical equipment supplied is checked and an appropriate portable appliance test (PAT) and report completed. We recommend this is carried out annually. The safe use of appliances also requires the appropriate instruction booklets to be provided for each and every electrical item/appliance provided.

Any unsafe items should be removed or replaced.

From 1st January 1997 all electrical equipment bought new and supplied in rented accommodation must be marked with the appropriate CE symbol. Appliances covered by the regulations include such items as cookers, kettles, toasters, electric blankets, washing machines, dishwashers, microwaves, immersion heaters, fridges, freezers, electric fires, fan heaters, extractor fans and irons.



Homes (Fitness For Human Habitation) Act 2018

Landlords and Letting Agents acting on their behalf must ensure that properties, including common parts where they have an estate or interest, are fit for human habitation at the beginning and through the duration of the tenancy. Fitness for human habitation is defined in the Landlord & Tenants Act 1985 and The Homes Act amends this definition to include other dwellings alongside houses. A property unfit for human habitation is defective in one or more of the following areas-repair, stability, freedom from damp, internal arrangement, natural lighting, facilities for preparation and cooking of food, water supply, drainage and sanitary conveniences, ventilation and facilities for the disposal of wastewater.

Prescribed hazards

The Housing Act 2004 defines a hazard as 'any risk to harm to the health and safety of an actual occupier of a dwelling or HMO which arises from a deficiency in the dwelling or HMO. The hazards identified in the Homes Act are the 29 as listed in the Housing Health and Safety Rating System (HHSRS). These 29 hazards are: damp and mould growth, excess cold, excess heat, asbestos and manufactured mineral fibres, biocides, carbon monoxide and fuel combustion products, lead, radiation, un-combusted fuel gas, volatile organic compounds, crowding and space, entry by intruders, lighting, noise, domestic hygiene, pets and refuse, food safety, sanitation and drainage problems, water supply, falls associated with baths, falls on level surfaces, falls associated with stairs and ramps, falls between levels, electrical hazards, fire, flames, hot surfaces and materials, collision and entrapment, explosions, ergonomics, structural collapse and falling elements.

Plugs and sockets safety

As part of the Consumer Protection Act, the Plugs and Sockets Safety Regulations defines the standard of plugs, sockets, adaptors and extensions to appliances in all rented properties.



Furniture regulations

When renting out accommodation, which includes furniture and furnishings, the following legislation applies:

- The Furniture and Furnished (Fire) (Safety) (Amendment) Regulations 1993
- The Furniture and Furnishings (Fire) (Safety)
 Regulations 1988
- Consumer Protection Act 1987

It is an offence to supply furniture in a rental property which does not comply with these regulations.

Essentially the legislation covers all upholstery and upholstered furnishings, including loose fittings and permanent or loose covers. The regulations do not apply to duvets, sleeping bags, bed clothes, curtains and carpets. These must comply with the cigarette, match and ignitability tests which measure the flame retardant qualities of the furnishings.

Section 46 of the Consumer Protection Act 1987 states that where furnishings are hired, loaned or given to tenants in association with a letting agreement then such action amounts to a "supply" and is therefore under the jurisdiction of the 1988 and 1993 regulations. A landlord can be held liable if there is a breach of the regulations inadvertently or otherwise.

Failure to comply with the regulations can result in a fine, imprisonment or both.

You should check the compatibility with legislation of all furnishings with the manufacturer or supplier and remove, and if necessary, replace, any furniture that does not comply.

Right to rent immigration checks for landlords, agents and sub-lettings

Under Section 22 of the Immigration Act 2014 a landlord must not authorise an adult to occupy property as their only or main home under a residential tenancy agreement unless the adult is a British citizen, or European Economic Area (EEA) or Swiss national or has a Right to Rent in the UK.

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The Act introduces a requirement from 1 February 2016 for all landlords of private rental accommodation in England to carry out Right to Rent checks for new tenancy agreements to determine whether occupiers aged 18 and over have the right to live in the UK legally.

Legionella

Legionnaires' is a pneumonia-like disease commonly caused by the inhalation of small droplets of contaminated water.

Landlords must assess and control the risk of exposure of tenants to legionella bacteria to ensure the safety of their tenants, but this does not require an in-depth detailed assessment.

We do recommend an inspection by a qualified consultant and can arrange this for you (charges apply).

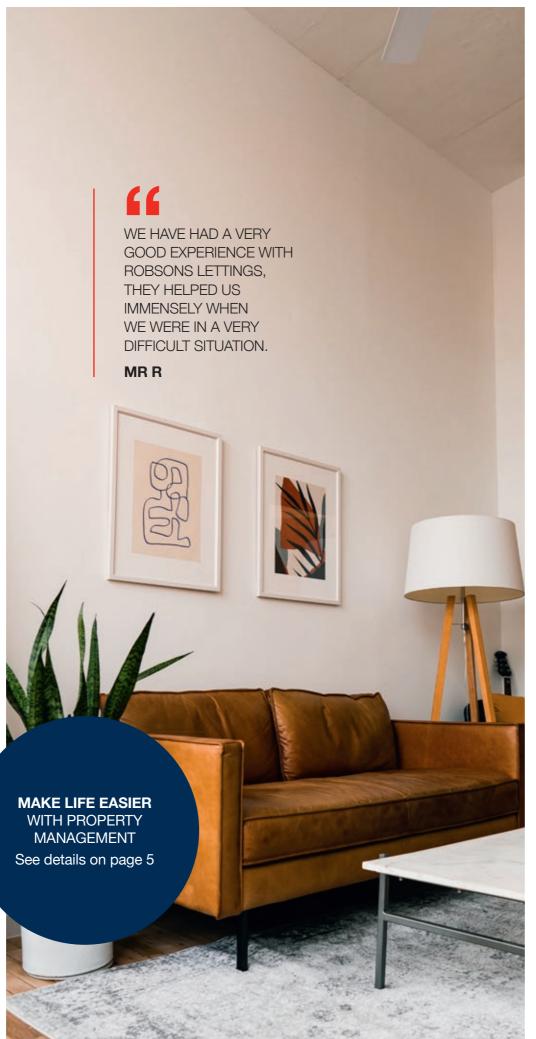
More info is available at www.hse.gov.uk/legionnaires

Gas appliances

Carbon Monoxide can kill, without warning, in a matter of hours. You can't see it, taste it or even smell it. You are most vulnerable to carbon monoxide poisoning when you are asleep. It is produced when gas does not properly burn from appliances.

- Your tenants are at risk of carbon monoxide poisoning for a variety of reasons including:
- A poorly installed appliance or one which is not working properly
- An appliance which has not been regularly serviced (at least annually)
- There is not enough fresh air in the room
- The flue or chimney becomes blocked
- Unqualified engineers install or service the appliances

The Gas Safety (Installation and Use) Regulations 1994 places a duty on landlords to ensure that all work carried out on gas appliances must be by companies/engineers registered with The Gas Safe Register.



By law, landlords are responsible for ensuring that appliances and flues are maintained in good order and are checked for safety at least every 12 months.

You must give a copy of the gas safety to your tenant before they move in or within 28 days of the check.

NOTE The Gas Safety regulations cover all appliances and all types of gas i.e. Mains, Propane or Liquid Petroleum Gas. It is strongly recommended that you fit audible carbon monoxide detectors (at least one per floor).

The Gas Appliances (Safety) Regulations 1995 and Gas Cooking Appliances (Safety) Regulations 1989 govern the supply of new and second-hand gas appliances.

The Gas Catalytic Heaters (Safety) Regulations 1984 prohibits the supply of those heaters that contain asbestos.

Open Fire/Stove Safety – Landlords have a duty to ensure the property is maintained safely and should consider the potential risks associated with chimneys. We recommend that you have flues swept prior to the commencement of the tenancy. If the tenancy agreement prohibits tenants from using a fireplace or to have the chimney swept and the tenants failed to comply with the restriction or obligation and this constitutes a loss to the landlord i.e. causes damage or additional expense, the landlord may seek to recoup the loss from the tenancy deposit.

Smoke & carbon monoxide alarms

The Government has introduced The Smoke and Carbon Monoxide Alarm Regulations (2015) to make landlords in the private rented sector in England responsible for ensuring that Smoke and Carbon Monoxide Alarms are appropriately installed and are in proper working order at the start of a new tenancy.

The Regulations effect England only and came into force on 1 October 2015.

From 1 October 2015 landlords will have to ensure that a Smoke Alarm is fitted on every floor of their property where there is a room used wholly or partly as living accommodation. They will also have to put a Carbon Monoxide Alarm in any room where a solid fuel is burnt, such as wood, coal or biomass and includes open fires.

Landlords have to ensure that the Smoke and Carbon Monoxide Alarms work at the start of each new tenancy.

As gas appliances can omit Carbon Monoxide we would expect and encourage all reputable landlords ensure that, working Carbon Monoxide Alarms are installed in all rooms with gas appliances (at least one per floor).

NOTE The Regulations cover all appliances and all types of gas i.e. Mains, Propane or Liquid Petroleum

The safety of your tenant is critical and as such over and above the issues identified above consideration must be given to other issues within a property.



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General safety

The General Product Safety Regulations 1994 define general safety principles by which all goods supplied in the course of business must comply. An example includes the provision of information supplied with any appliance, fixture or fitting as, if it concerns the safe use of the item supplied.

Any equipment supplied for babies should have very specific standards and comply with the variety of BS standards applying to this type of equipment.

Care should be taken to ensure that all electric heaters with open metal elements, electric heaters with silicone covered elements, and gas and oil heaters, which are supplied in a tenancy, should be fitted with the safety cover required by The Heating Appliance (Fire Guards) (Safety) Regulations 1991. Paraffin or oil heaters supplied should be compliant with the Oil Heaters (Safety) Regulations 1997.

Care should also be taken to ensure that all bunk beds, cabin beds and any sleeping surface over 800 mm above the floor, conform with The Bunk Bed (Entrapment Hazards) (Safety) Regulations 1987.

Blind cords – landlords are strongly advised to check that blinds used by tenants in their rental properties are safe for young children. Changes to standards for blinds in 2014 led to improved product safety, and new blinds with looped cords must have child safety devices installed, either at the point of manufacture, or sold with the blind. Older blinds with looped cords or chains may pose a threat to children - but you can make them safer.

Blinds installed earlier may not have these features and we would advise that you:

- Fit a tidy, tensioner or a cleat. Tidies and tensioners should be firmly fixed to an adjoining surface so that the cord or chain are permanently held tight.
- Position cleats out of children's reach on an adjacent surface, at least 1.5 metres from the floor.
- Fasten cords in a figure of eight after every use of the blind, making sure all the spare cord is secured on the cleat.

 Move furniture away from windows. Children love to climb, so keep furniture clear of window blinds. This includes cots, beds, high chairs and playpens

Money laundering regulations 2007

As these regulations cover the practices of all Estate Agents, we will follow the Royal Institution of Chartered Surveyors guidelines on verifying the identity of all new clients and you will adhere to the Robsons' Money Laundering Policy. (Copy available on request).

As from 10th January 2020 all Letting Agents are now required to conduct anti money laundering checks on all landlords and tenants in rental transactions with a monthly rental of more than 10,000 Euros.

Obtaining consents

It is important that you gain authority from your mortgage company to let your property as per The Accommodation Agencies Act 1953. If your property is leasehold, similar consent may be required from your head lessor or freeholder. You should arrange to check your mortgage or lease before letting your property.

Insurance

During the period of the tenancy, it will be necessary for you to advise your insurers of the status or the change of status and to continue to insure your rented property adequately for buildings and contents risks.

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Client money protection

The Client Money Protection (CMP) Scheme is a compensation scheme which provides compensation to landlords, tenants and other clients should an agent misappropriate their rent, deposit or other client funds.





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