



Guide to Residential Landlords

LANDLORD INFORMATION PACK

House & Son was established as a family firm in 1939 and has been located on Bournemouth's East Cliff since its foundation. After huge success, House & Son opened a second office in Winton in 2007. Both offices are busy practices, dealing with all aspects of property, including letting, selling, surveys, valuations, and property management. All your property requirements are under one roof!

- . **FREE "NO OBLIGATION" RENTAL QUOTATION**
- . **HELPFUL & PROFESSIONAL ADVICE**
- . **LOCAL ADVERTISING**
- . **"TO LET" BOARD WHERE APPROPRIATE**
- . **MATCHING AND SELECTION FROM OUR DATABASE OF TENANTS**
- . **ACCOMPANIED VIEWINGS**
- . **PREPARATION OF INVENTORY AND SCHEDULE OF CONDITION**
- . **CARRYING OUT REFERENCES**
- . **MEMBERS OF THE TENANCY DEPOSIT SCHEME**
- . **MEMBERS OF THE PROPERTY REDRESS SCHEME**
- . **COLLECTION OF RENT**
- . **EFFICIENT PROMPT ACCOUNTING, NORMALLY VIA BANK TRANSFER**
- . **RENT PROTECTION SERVICES AVAILABLE**

Our letting department has been established for a considerable number of years. The department prides itself in offering a level of service to the highest quality that we believe is far superior to other agents. Our services are designed to put the landlord first and to ensure the successful management of your property.

Tenants

Finding the right tenant for your property is the key to any successful let. We start by establishing with you the criteria for the sort of person that you wish to occupy your property. We then match this to prospective tenants who must provide us with references. Only after checking these references, will we then proceed with the tenancy.

When dealing with private tenants we use the market leader 'HomeLet' to take references. These include an employment reference, Landlord reference, bank validation check and a credit check to ensure that the tenant we have sourced, matches our strict criteria for renting your property. Rent is due calendar monthly in advance, starting from the commencement of the tenancy. We actively encourage tenants to pay their rent by standing order and this is our most popular method of payment.

Rent

When we initially assess a property we advise what we believe to be a realistic rental value based on current market trends. Prospective tenants usually accept this figure as we do not actively encourage offers, however, we are of course obliged to forward any offer to you.

Deposits

House & Son is a member of the Tenancy Deposit Scheme which is administered by:

The Dispute Services Ltd
PO Box 541
Amersham
Bucks
HP6 6ZR

Phone: 0845 226 7837
Email: deposits@tds.gb.com
Fax 01494 431 123

If House & Son is instructed by the Landlord to hold the deposit, we shall do so under the terms of the Tenancy Deposit Scheme.

House & Son holds tenancy deposits as Stakeholder.

At the end of the tenancy covered by the Tenancy Deposit Scheme, if there is no dispute, House & Son will keep any amounts agreed as deductions where expenditure has been incurred, on behalf of the landlord. Or, repay the whole balance of the deposit according to the conditions of the tenancy agreement between the landlord and the tenant. Payment of the deposit will be made within 10 working days, following written consent from both parties.

If, after 10 working days following notification of a dispute to House & Son and reasonable attempts have been made in that time to resolve any differences of opinion, there remains an unresolved dispute between the landlord and the tenant over the allocation of the deposit it will be submitted to the Independent Case Examiner (ICE) of the Dispute Service for adjudication. All parties agree to cooperate with any adjudication.

When the amount in dispute is over £5,000 the landlord and the tenant will agree by signing the Tenancy Agreement to submit the dispute to formal arbitration through the engagement of an arbitrator appointed by the ICE although, with the written consent of both parties, the ICE may at his discretion accept the dispute for adjudication. The appointment of an arbitrator will incur an administration fee, to be fixed by the Board of The Dispute Service Ltd from time to time, shared equally between the landlord and the tenant. The liability for any subsequent costs will be dependent upon the award made by the arbitrator.

The statutory rights of either the landlord or the tenant(s) to take legal action against the other party remain unaffected.

It is not compulsory for the parties to refer the dispute to the ICE for adjudication. The parties may, if either party chooses to do so, seek the decision of the Court.

However, this process may take longer and may incur further costs. Judges may, because it is a condition of the tenancy agreement signed by both parties, refer the dispute back to the ICE for adjudication. If the parties do agree that the ICE should resolve the dispute, they must accept the decision of the ICE as final and binding.

If there is a dispute, House & Son must remit to The Dispute Service Ltd the full deposit, less any amounts already agreed by the parties and paid over to them. This must be done within 10 working days of being told that a dispute has been registered whether or not we (House & Son) want to contest it. Failure to do so will not delay the adjudication but The Dispute Service Ltd will take appropriate action to recover the deposit and discipline House & Son.

House & Son must co-operate with the ICE in the adjudication of the dispute and follow any recommendations concerning the method of the resolution of the dispute.

Incorrect Information

If the landlord warrants that all the information he has provided to the agent is correct to the best of his knowledge and belief. In the event that the landlord provides incorrect information to House & Son which causes House & Son to suffer loss or causes legal proceedings to be taken the landlord agrees to reimburse and compensate House & Son for all losses suffered.

Commencement of Tenancy

The tenancy will commence on a mutually agreed date. Prior to the tenant moving in, we will carry out an inventory of the property with a detailed description of its condition and contents (fees apply).

Whilst compiling the inventory, we also take meter readings. House & Son has a referral agreement in place with Just Move In, who they use to aid with the process of notifying local councils, water/sewerage and energy suppliers of any change of occupancy at the property. In addition, Just Move In is able to offer Home Setup Services to movers. House & Son earns a commission of £10.00 - £15.00 from any supplier that the mover chooses to use or switch to. This commission does not affect the premium that the mover would pay to the supplier.

Tenancies

All new tenancies commence with a minimum six-month Assured Shorthold Tenancy. Once this tenancy has been in force for just over four months the tenancy is reviewed and we will write to you asking if you wish the tenancy to continue.

If you do not want to renew the tenancy you must inform us **immediately** and we will then make arrangements for the Statutory Notice to be served.

Once we have contacted you we will then contact the tenants and they can opt to leave the property at the end of the lease or request permission to stay on. If the tenants wish to stay in the property you have two options – you can choose to decline their request, in which case the Notice must be served which gives the tenants two months to vacate the property or alternatively you can allow the tenancy to continue. You will then have the option to renew for a further fixed period. Please note that a significant number of tenants request twelve month contracts. If you do not wish to commit yourself to a definite period, the contract can become periodic whereby the tenants stay in the property under the terms of the original contract and should they wish to leave, they only need to give one calendar months notice. If you require possession of the property, a two calendar months notice is required from the rent due day.

Please note that once a Section 21 Notice has been served, this notice can only be enforced through the courts. Serving the Notice does not guarantee that the tenants will vacate the property on the agreed date.

End of Tenancy

Once a tenancy comes to an end a detailed inspection of the property and inventory check are carried out. Meter readings are also taken as well as obtaining details of a forwarding address for the tenants. Just Move In assist with closing the utility accounts and any outstanding bills, will be forwarded onto the tenants. The bills whilst the property is vacant, will be forwarded onto you, until another tenant(s), has moved in. The deposit is refundable to the tenants once we are convinced that everything is in order and everything has been dealt with in compliance with the Tenancy Deposit Scheme guidelines.

Inspections

We conduct regular inspections of all tenanted properties. These inspections serve several purposes as they allow us to visit the tenant in the property, ensure they are looking after it, not sub-letting and any unagreed pets are not living there. We also check for signs that something may be wrong with the property and if something needs attention we can then inform you as soon as is practical, helping to reduce the risk of the problem becoming worse and the cost escalating. These visits also help us get to know the tenants better, so that when the lease is due for renewal we can be confident in the advice that we give to you.

Repairs

Every property at some point will need some maintenance carried out. If things go wrong and the tenant contacts us, we will then contact you with details and permission to resolve. In the majority of cases, the problem can be resolved quickly; however, there are two important points to remember when it comes to repairs. Firstly, if a serious fault does occur (water burst/ flood) and we cannot contact you, **we can authorise a repair up to a cost equivalent of three times the agreed monthly rent.** We have a dedicated team who deal with repairs and maintenance, for our managed properties.

Secondly, once a property is tenanted, you have an obligation to ensure that it is well maintained. Carrying out repairs quickly is often as important for you as it is for the tenants, as repairs caught early enough, can save you money. Remember that tenants have rights and are able to contact the Environmental Health if repairs are not being attended to promptly which can result in the ensuing 'enforcement order' including extra repairs and a significantly higher final bill. The Environmental Health will carry out work not done and they will add a hefty additional charge on top of the repair bill.

***In the Landlord & Tenants Act 1985 under section 11, it is implied as a convenient in the tenancy agreement that the landlord is:

- (a) to keep in repair the structure and exterior of the dwelling (including it's drains, gutters and external pipes).
- (b) to keep in repair and proper working order the installations in the dwelling, for sanction and for the supply of water, gas and electricity as well as those for space heating and heating water"

*(Journal for Residential Property Professionals-July 1996, issue 2, volume 4)

Gas appliances

It is a legal requirement that every gas appliance and gas central heating system is inspected on an annual basis. The appliance, or heating system, must meet strict conditions for a Gas Safe Record to be issued and this certificate, or a copy, must be held on our files.

You can ask British Gas to carry out this inspection (who charge per item inspected) or a private gas engineer (some of whom have a flat rate regardless of the number of appliances). For an inspection to be complete the piping must also be inspected and the person conducting the inspection **must be** Gas Safe registered.

Alternatively we can arrange for the safety inspection to be carried out by our local Gas Safe registered gas engineer. We will keep a record of the date that the inspection is carried out and notify you when the next inspection is due. A Gas Safe Record must be issued every twelve months and a copy must be given to the tenants, every time the certificate is renewed.

Electrical Appliances

In light of the recent change in legislation including The Landlord and Tenant Act 1985 and The Electrical Safety Regulations 1994, relating to portable appliances, Landlords are required to ensure the following:

That the electrical installation in a rented property is safe when a tenancy begins and that it is maintained in a safe condition throughout the tenancy. Any electrical installation will degrade with the passage of time, resulting in possible danger of electric shock or fire hazard. Circuitry and installations, particularly in older properties often are insufficient to deal with the loads now commonly being called for with the substantial increase in electrical equipment now used in everyday life.

To provide periodic safety checks and certification where portable appliances form part of any letting. This relates to all portable equipment that uses a plug plus any immersion heater, shower or cooker etc.

The Electrical Installation Condition Report must be carried out every five years and the Portable Appliance Test annually. House & Son will require copies of valid certificates for both tests before the commencement of the tenancy. If you do not possess these certificates, then we are able to instruct a NICEIC electrician to carry out these works on your behalf.

During the tenancy, we will advise you when the next certificate becomes due and will have the certification carried out with your permission.

The Electrical Installation Condition Report will be a legal requirement, for ALL properties rented after 1st July 2020.

Alarms

The regulations require private rented sector Landlords, from the 1st of October 2015, to have: at least one smoke alarm installed on every storey of their rental property which is used as living accommodation, and a carbon monoxide alarm in any room used as living accommodation where solid fuel is used. After that the Landlord must make sure the alarms are in working order at the start of each new tenancy. This is a legal requirement, failure to take adequate precautions (such as fitting smoke alarms) will lead to you being prosecuted. Smoke alarms are inexpensive and are easily fitted and they can, and do, save lives. Please speak to a member of the House and Son team to discuss our policy on testing smoke alarms at the beginning of a tenancy. (Subject to terms and conditions and usually only offered under a full management package)

If your property has gas appliances then we recommend the installation of carbon monoxide alarms, even if there is no solid fuel being used in the property (these detect the build up of dangerous gases). These units are slightly more expensive than smoke alarms but again do serve a very useful purpose.

Energy Performance Certificates

You may be aware that from the 1st October 2008, all properties placed on the rental market will require an Energy Performance Certificate. The report will be required for any property being marketed to a new tenant and will be valid for ten years. We must have a copy of the Energy Performance Certificate before marketing of your property can commence.

Also, from 1st April 2018, landlords of privately rented domestic and non-domestic property in England or Wales must ensure that their properties reach at least an Energy Performance Certificate (EPC) rating of 'E' before granting a new tenancy to a new tenant. If your property is below an E rating, then unless an exemption applies, you will need to do raise the rating of the EPC to an 'E.'

Should an EPC expire, whilst your tenancy is in situ, there is only a legal requirement to renew this, when the property is re-marketed, to a new tenant.

Legionella

Legionnaires' disease is a potentially fatal form of pneumonia caused by the inhalation of small droplets of contaminated water containing Legionella. It is the responsibility of the Landlord to conduct a simple risk assessment at the property they intend to let, to ensure their tenant's safety.

Furnishings

If any furniture is left in a property then you, as landlord, have a duty to ensure it is maintained and, for electrical/ mechanical equipment, repaired should it become faulty, provided of course this is not as a result of negligence or malicious damage by the tenant. Any soft furnishings (chairs/ beds etc.) that are left in the property must comply with The Fire and Furnishings Regulations, and a label clearly stating this should be attached. If not, the furnishings have to be removed from the property, as they cannot be stored at the rented address.

Mortgages

If the property that you are looking to purchase, or currently own is to be let by another party then you must inform your mortgage lender of your intentions.

This should be done before a tenant moves into the property as gaining permission from the building society usually depends upon the mortgage account not being in arrears. Some lenders will ask to see a copy of the lease, which the tenant will be asked to sign and we will happily provide them with this. The lender may make a small charge to cover administration costs. House and Son will need to see permission from your lender/freeholder that you have permission to let, as legally, without it, a tenancy cannot be created.

We also require ID for the landlord, along with a copy of the deeds, to confirm ownership.

Leasehold

It is the responsibility of the landlord to obtain any necessary authorisation from the Management Company or Freeholder/s prior to the occupation of a tenant. The landlord must also supply us with details of any special clauses, or relevant house rules that may apply.

Landlord's Insurance

As the landlord, you are still responsible for the building and accordingly, the buildings insurance. Please note buildings insurance will not cover the costs of replacing or repairing carpets if they become

damaged, however, it does cover fixtures and fittings. If the property is furnished or part furnished, you may also wish to consider contents insurance.

Tax

Income received from renting any property is subject to tax (we strongly recommend that you take advice from your accountant). Expenses incurred can be set against this liability.

Overseas Landlords

Landlords who have moved out of the United Kingdom are liable for tax deducted by their agents. You will need to complete a “Non Resident Landlord Form – 1” (NRL-1) with the Inland Revenue, to exempt you paying 20% tax on the income you receive, whilst living outside the UK. The form can be completed online and House & Son will need evidence this has been submitted, prior to the tenancy commencement date. If you are awarded an exemption certificate then this must also be held on our files. You need to pay tax on your rental income if you rent out a property in the UK. If you live abroad for 6 months or more per year, you're classed as a 'non-resident landlord' by HM Revenue and Customs (HMRC) - even if you're a UK resident for tax purposes.

Redirection of Post

The landlord must make his/her own arrangements for redirection of post – the necessary forms can be obtained from the post office.

Right to rent

What they mean for you? From 1st February 2016, all private landlords in England will have to make right to rent checks. This means checking that tenants have the right to be in the UK.

The Immigration Act 2014 introduced the power to impose a civil penalty on private rental sector landlords, homeowners or lettings agents who rent property to a person with no right to rent in the UK, known as the ‘Right to Rent scheme’. The purpose of the rules is to deny those in the UK illegally access to the rental sector, and to address persistent rental of property to illegal migrants by rogue landlords. The scheme requires that anyone, including landlords, their agents and homeowners offering rental accommodation in the private rented sector, should carry out document checks on new adult occupiers before renting to them. This is to check they have the right to rent, within the UK.

House and Son will ensure all the necessary documentation is taken and kept on file, giving you peace of mind and making sure that you are fully compliant.

Bournemouth Office: 15 – 16 Lansdowne House, Christchurch Road, Bournemouth, BH1 3JW
Lettings Department: 01202 242000
E-mail: lettings@houseandson.net
Website: www.houseandson.net

Winton Office: 348 Wimborne Road, Winton, Bournemouth, Dorset, BH9 2HH.
Lettings department: 01202 244844
E-mail: lettings@houseandson.net
Website: www.houseandson.net

TENANT FIND ONLY

£540.00

Referencing £120.00 per Tenant

Market-leading tenant references....

Rent 4 Sure's specialist referencing department perform a multitude of checks including adverse credit history, undisclosed addresses, bank validation, financial checks, and landlord references to provide an objective assessment. Additionally, there are some important features, including:-

- CIFAS checks (Credit Industry Fraud Avoidance System) – By directly checking the national fraud database, they detect applications where an applicant has either previously committed fraud or has a confirmed case of committed fraud against them.
- A check against Rent 4 Sure's own Default Database. This system highlights whether a tenant may have failed to pay their rent in the past.

Powerful eviction Service

- If your tenants default on their rent Rent 4 Sure's in-house Legal and Claims team will step in to manage the eviction process. They'll guide you through the complex eviction process, at every step.
- Rent 4 Sure's average eviction time is just 136 days, compared to a national average of 322 days – so they'll help you obtain vacant possession quicker than the industry standard (source: Ministry of Justice, May 2018).

Up to £50,000 of legal expenses covered

- Get the peace of mind that up to £50,000 of legal expenses are covered including: eviction costs following non payment of rent, or a lapsed Section 21

INCLUSIVE OF VAT

FULL MANAGEMENT

12.5% + VAT **Referencing £120.00 per Tenant**

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OTHER SERVICES

Inventories and Schedule of Condition

A professional highly detailed Inventory and Schedule of Condition is prepared for the landlord's protection and is required for furnished and unfurnished properties.

*(a) Preparation of inventory

Unfurnished Properties

| | |
|--|--------|
| Studio Flats | £80.00 |
| For each bedroom, please add on the following cost per bedroom | £18.00 |

Furnished Properties

| | |
|--|--------|
| Studio Flats | £95.00 |
| For each bedroom, please add on the following cost per bedroom | £18.00 |

*(b) Checking the Inventory upon vacation and arranging any necessary cleaning or works and accounting to the Landlord with regard to the tenant's deposit.

Fees as per check in

Shorthold Tenancy Agreement

| | |
|--|---------|
| *(c) A legal document securing the tenancy for the fixed term. (including issuing the relevant legal notices) | £120.00 |
|--|---------|

| | |
|---|---------|
| Supplementary Agreement where a tenancy is extended | £120.00 |
|---|---------|

| | |
|--|--------|
| *(d) Testing smoke alarm at tenancy commencement | £36.00 |
|--|--------|

Rent Protection Products

Please refer to our management packages

Inspections

| | |
|----------------------|--------|
| Other than quarterly | £60.00 |
|----------------------|--------|

Checking property during void periods

| | |
|---|--------|
| Per visit, weekly, fortnightly or monthly as instructed | £30.00 |
|---|--------|

***Please note that items (a), (b) (c) and (d) will be deducted from the first month's rent.**

***Please note that copies of contracts and inventories are available on request but are not provided as a matter of course.**

ALL PRICES ARE INCLUSIVE OF VAT