

LANDLORDS – A GUIDE TO LETTING YOUR PROPERTY

PROPERTY MANAGEMENT

Once you decide that **DEVON ROSE ESTATES LIMITED** should act on your behalf in the management of your property, we will begin actively marketing your property. This will include advertising in the appropriate media, as well as forwarding details of the property to local companies and others who require accommodation in the area.

THE AGREEMENTS

During the discussions we will discuss with you the most suitable form of tenancy agreement to be used in order to protect your rights of possession.

There are various types:

- Company Let
- Assured Shorthold Tenancy
- Assured Tenancy
- Holiday Let

A Company Let or contract is not regulated by the Housing Act 1988 but falls under commercial law. A company has no security of tenure and cannot become a sitting tenant. Commercial law also governs some properties at the executive end of the market, with a rental income gross over a certain amount per annum.

Under the Housing Act 1988 a tenancy will be either an Assured Tenancy or an Assured Shorthold Tenancy. At present we use mostly the latter, which is for a minimum of 6 months. Section 21 of the Housing Act 1988 provides that the landlord can easily regain possession at the end of the term.

Holiday Let is one whereby a tenant can prove that they live away from the area and only intend to use the property for a holiday. Care should be taken when affecting a Holiday Let due to the legal status.

THE TENANTS

After interviewing potential tenants and assessing their suitability, we will carry out an accompanied viewing of your property. If they wish to be considered for the tenancy we will seek comprehensive references, undertaken by an independent referencing agency, which will include Employers, Bank, and Character references. They will also undertake a Credit Search to determine whether an applicant has any County Court Judgements registered against them, particularly with respect to rent arrears.

Subject to satisfactory completion of the referencing, which can take

between one and five days, we will agree a tenancy. On receipt and clearance of a deposit and the first month's rent, all relevant notices will be served and the tenancy agreements completed. The tenants will then be able to take up residence.

FEES

At DEVON ROSE ESTATES LIMITED there are no hidden fees. We also charge a very low commission rate. There are charges with an inventory fee. See below.

COMMISSION - 10% OF THE GROSS RENT

DEVON ROSE ESTATES LIMITED will take this from the rent obtained from the tenants, and each month a statement will be sent to you detailing the rent received, commission charged and any other expenditure incurred. Our rates compare favourably with the charges made by other agents who offer a similar high quality of service. The commission covers the cost of the day-to-day management of the property including regular visits, dealing with tenants queries, preparation of accounts etc. Please note we do not charge an additional fee for the supervision of routine maintenance.

FURNISHING

The level of furnishings to be left depends on the nature of the property, but it should be taken into consideration that a well-presented house with furnishings and equipment of a high standard would attract a greater rent.

The level of furnishing is discussed at the time of and help and suggestions given.

FIRE, GAS AND ELECTRICAL SAFETY REGULATIONS

Landlords have to comply with the safety regulations regarding furniture and furnishings, electrical equipment and gas appliances laid down in the Consumer Protection Act 1987.

The Gas Safety (Installation and Use) Regulations 1998 apply to all domestic properties. Accordingly all gas appliances must be checked and certified by a qualified engineer prior to handing over the Property for letting. A copy of the Gas Safety Certificate must be given to an Agent and your Tenants prior to them moving into the property. These tests must be carried out on an annual basis. This applies to both furnished and unfurnished properties.

The Landlord will also provide the Agent with evidence that all furniture and furnishings left in the Property comply with the Furniture and Furnishings Fire and Safety Regulations 1988.

It is also the Landlords responsibility to ensure that all internal doors are fitted with toughened security glass where fitted. If your property

has polystyrene ceiling tiles these must be removed as they give off toxic fumes when alight.

Electrical Safety Regulations – A new part of the Building Regulations, Part P Electrical Safety came into force on 1st January 2005, which requires electrical works to be carried out by a qualified/competent electrician. Implementation of the Housing Act 2004 has taken the Part P Electrical Safety of Building Regulations a stage further and Counsel's Opinion confirms that to avoid prosecution should a tenant sustain injury, all properties to be let require a Portable Appliance Test (PAT) and a Fixed Wiring Test (FWT)

DEPOSIT

Collection of a deposit equal to a minimum of one months rent and normally one and a half months rent payable by the Tenant against any dilapidation's (fair wear and tear excepted) caused. This will be held by either the Agent under the terms of the **Tenancy Deposit Scheme** or passed to **The Deposit Protection Service (DPS)** as required by law.

If you decide to hold the deposit yourself, you must then register it with another scheme within the 14 days required under the legislation. If you fail to do so the Tenant can take legal action against you in the county court. The court will ensure you pay back the deposit to the tenant or lodge it with **The Deposit Protection Service (DPS)**. In addition a further order will be made requiring you to pay compensation to the tenant of an amount equal to three times the deposit. You will also be unable to serve notice under Section 21 of the Housing Act until you have complied with this order and the court will not grant you vacant possession.

INVENTORIES

To prepare a full inventory of the Property, the cost, will be in line with competitive rates and this will be borne by the Landlords separate to any fees and commission previously specified.

Under the new legislation regarding tenants deposits, which came into effect 6th April 2007, all deposits must be held in a government recognized Tenancy Deposit Protection (TDP) scheme and any disputes regarding a deposit will be passed to the Alternative Dispute Resolution (ADR) service. The TDP scheme will also encourage Tenants and Landlords to have in place, from the outset, clear agreement on the condition of the property through an inventory.

Only if Tenants have kept the property in good condition will they get all or part of their deposit back. If at the end of the Tenancy there is a dispute about the condition of the property and the Landlord fails to produce an inventory and schedule of condition the ADR will return the deposit to the Tenant. The scheme also offers alternative ways of resolving disputes, which aims to be faster and cheaper than taking

court action.

REPAIRS AND MAINTENANCE

The maintenance and repair of the property during the letting term is the responsibility of the landlord, so it is essential that at the outset of the letting all maintenance tasks required have been carried out. In order to prevent the rental value declining and to enable **DEVON ROSE ESTATES LIMITED** to return the property to you in as good a condition as possible, we inspect the property regularly and carry out remedial work as required. The cost of this will be deducted from rental income for that month.

A landlord must remember that the property will be subject to "fair wear and tear" so at the end of the tenancy term some items may require replacement. As they will have undergone varying lengths of usage the full replacement costs cannot be charged to the tenant. If the property is to be re-let certain items may need replacing or decorating in order to bring the house up to the original standards. Permission will be obtained where possible to replace items as seen necessary.

You may wish to use your own tradesman to carry out work at your property. Providing you give us their details we will contact them first for any repairs but we reserve the right to contact our tradesman if for any reason we are unable to contact yours. **By law we must have copies of professional qualifications and Public Liability Certificates from your preferred tradesman before we can use them.**

INSPECTIONS

At **DEVON ROSE ESTATES LIMITED** a representative will visit your property every three months or periodically and tenants are advised that we require access at these times. On these visits we will monitor the condition of the property and the garden on your behalf. We will report to you at regular intervals on the state of repair and advise you on any maintenance required.

We feel it is very important for the tenants to realise the property is being cared for by you, and this will encourage them to do likewise. If they are not looking after the property in the appropriate way they will be told how to rectify this. If they do not take suitable action a written warning will be sent.

MORTGAGES AND LEASES

PLEASE NOTE THAT THE CONSENT OF YOUR MORTGAGEE OR SUPERIOR LANDLORD MUST BE OBTAINED BEFORE YOU ENTER INTO A LETTING AGREEMENT FOR A MORTGAGED OR LEASED PROPERTY.

If your property is under mortgage with either a Building Society or Bank you must inform them that you are planning to let it out. If your property is leasehold it is wise to check that your lease does not contain a covenant prohibiting letting.

INSURANCE

DEVON ROSE ESTATES LIMITED does insist that you advise your Insurance companies of your intention to let. We also require that your buildings and contents be completely and fully insured at all times. We are unable to accept any responsibility for any loss or damage, which may occur. Unfortunately due to the FSA Regulations we are unable to deal with any insurance claims arising from your property on your behalf. We will however endeavour to assist you in any way when and if a situation arises.

LEGAL EXPENSES INSURANCE

We at **DEVON ROSE ESTATES LIMITED** take every care to ensure that our landlord's interests are fully protected, but as thorough as we are to ensure full compliance with the tenancy agreement, the odd breach or default can occur. Because of this we would recommend that you obtain a Property Owners Protection Policy to cover the cost of any legal proceedings, which may be necessary with regard to your property, most insurance brokers would be able to assist you with this matter.

UTILITIES

DEVON ROSE ESTATES LIMITED will deal with all matters relating to the change of subscribers for Gas and Electricity, but you the landlord, are responsible for notifying your telecommunications supplier i.e. British Telecom or Virgin, as well as the Council Tax Registrar of your changing circumstances.

CLEANLINESS

We do realise that when moving, time is at a premium and it is not always possible to estimate how long the cleaning process will take. However, as we insist that the tenants leave the property clean on their departure, it is only fair that they move into clean premises.

GARDENS

Please ensure the garden is left as tidy as possible bearing in mind the time of year. Upon occupancy the garden becomes the responsibility of the tenants. To help them look after it as well as possible we do ask you to leave adequate tools of a reasonable quality.

PETS & SMOKING

Some owners allow tenants to have pets; others are strongly averse to

the idea. We do however, insist that if pets are kept the tenants must shampoo the carpet and have the place fumigated before leaving as this prevents any future tenants being inconvenienced. We would ask that Landlords do the same before leaving if they have a pet of any kind.

A tenancy that allows smoking is very rare but, with the landlord's permission, if tenants intend to smoke regularly in the premises we insist that they take full responsibility for the professional cleaning of carpets, upholstery and curtains prior to leaving the house.

THE PROPERTY AND ITS SURROUNDINGS

Our main obligation as Managing Agents is to our landlords, but we do feel strongly that the welfare of the tenants should also be a priority. To this end we would ask for assistance from you in the preparation of a Property Handbook before leaving the house. It would be of great help to both us and to your tenants. It enables you to explain where to find such things as the Water Stop Cock, Electric Mains Switch, Fuse Box, the Gas Tap as well as any idiosyncrasies to do with the property - in short, anything which may make the tenants feel at home.

We trust the information contained in this guide to letting your house is of value. It covers in outline the service offered by **DEVON ROSE ESTATES LIMITED**. We will be very glad to go through all aspects of letting your property in person; so if you have any questions regarding this please do not hesitate to [contact us](#).