



Emmerson

Landlords Guide



Specialist Letting And Property

Management Agents

Emmerson

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LANDLORD'S GUIDE FOR RENTING PROPERTY

It is essential to seek expert advice and guidance before letting your property to avoid problems later. As experts in the Residential Lettings market, we will offer you sensible advice ensuring rapid results. Our policy of active Marketing and Management through up to date media, combined with our competitive fee structure, assures you of the results you want at a fair price.

We hope that this document will help you prepare your property for rental and give you a guide as to the likely expectations of tenants, but if there are any more questions that you have that are not answered here please call one of our team.

THE RENTAL PROPERTY AND ASKING RENT

We offer a free Rental Valuation service with no obligation which will include a visit and specific recommendations for the best way to achieve the rent you want, with the minimum of stress to you.

PRESENTATION

It is important to create good first impressions, so to achieve the best possible rent and good tenants, the property should be in good decorative order throughout and should be professionally cleaned, (including carpets, curtains and flooring).

FURNISHINGS and INVENTORIES

The standard of furnishings and equipment that you provide also has a bearing on the achievable rent, and the type of tenants we attract. An Inventory records the condition of the property and that of the furnishings with photographs and written comments. This is used at the Check In of each new tenant, and again for the Check Out when the tenancy ends. The clerk checks and records the condition of the property and furnishings to ensure that at the end of the tenancy, accepting fair 'wear and tear', the condition of the property is maintained to a high standard. We use an independent Inventory Company to provide this service, but landlords can prepare their own Inventories if they wish.

Unfurnished Rentals

Tenants will expect a minimum of:

- floor coverings and curtains
- cooker
- washing machine
- fridge/freezer

Other appliances, for example dishwashers and dryers may be provided at the Landlord's discretion especially in properties likely to attract families. Additional appliances may improve rent achieved and reduce the time to find a tenant, however where properties are rented out for several years these items may need to be replaced at the landlords cost.

Furnished Rentals

In a furnished property tenants will expect the above appliances, plus furniture in line with the size and style of the property. Our experience indicates that tenants often have their own utensils and small appliances (iron, kettle etc), so only buy these if requested.

See below for Regulations that apply to Gas and Electrical Appliances.

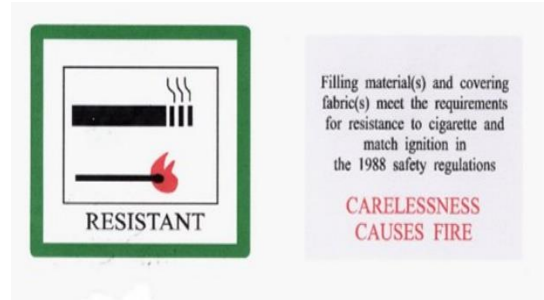
SAFETY MATTERS

Fire Regulations

All furniture supplied must comply with the Furniture & Furnishings (Fire)(Safety)(Amended) 1993 Regulations (or any Government regulation that supersedes this).

These Regulations apply to:

- three piece suites, sofas, arm chairs
- all soft furnishings including scatter cushions, seat pads,
- bean bags
- beds, padded headboards, mattresses, pillows
- convertible sofa beds, futons
- loose and stretch covers for upholstered furniture
- nursery furniture, garden furniture suitable for indoor use.



The covering fabric and filling material of upholstered furniture must be made of fire resistant material and be able to pass the 'smouldering cigarette' and 'match flame' resistance tests and carry a label confirming this. Generally, items manufactured in the UK after 1990 are likely to meet the required standards and display the appropriate permanent label confirming compliance.

Exceptions to the Regulations are: • antique furniture or any furniture manufactured before 1950 • carpets, curtains • pillow cases, duvets, bed linen • loose covers for mattresses

Any items that do not comply should be removed from the property before the let commences.

Gas Safety

All rental properties must comply with The Gas Safety (Installation and Use) Regulations 1998 (or any regulations that supersede these) which apply to appliances and equipment using the mains gas supply, or liquid gas.

For the avoidance of doubt these regulations relate to the following:

- adequate ventilation and flues
- operating pressures
- heat output
- flame combustion
- escape of gas or dangerous fumes
- obvious defects
- where appropriate, the provision of adequate instructions for use of equipment or appliances



Gas Safety Checks must be carried out by the Landlord, or their agent, prior to the initial let and annually thereafter. Gas fittings and flues must be maintained in safe condition. A copy of the Gas Safety Certificate must be given to the tenants and a copy is also required by us, as Agents, for our records. A standard annual service would not normally be sufficient to satisfy the requirements of the Regulations.

Any appliance or pipe work that is deemed defective or dangerous must not be used and must be replaced or repaired as soon as possible.

All businesses that carry out work on gas appliances must be registered on the Gas Safe Register and the engineer must be registered and qualified to work on the specific appliance or system.

Electrical Equipment

The supply and maintenance of electrical equipment, household appliances and/or the cables, plugs and sockets which connect them are governed by various pieces of legislation. A Landlord has a duty to ensure that the electrical supply and any electrical items provided as part of a property letting are safe in use. This will ensure that risk of injury, death or of damage to property is minimised.

Items that may be potentially unsafe or showing obvious defects are:

- badly frayed or damaged insulation
- old or exposed wires, poorly fitted or cracked plugs
- scorch marked or badly damaged sockets
- plugs without sleeved insulated pins



Such items should be immediately repaired or removed and replaced with equipment that complies with current BS and EC standards. Whilst there is currently no specific statutory requirement for a Landlord to prove that electrical items are regularly checked or tested by a qualified electrical engineer, it is strongly recommended that Landlords ensure that the appropriate checks are carried out. It is also advisable to keep written records of any work carried out, guarantees.

Smoke and Carbon Monoxide Detectors

All new homes built since June 1992 must have mains operated smoke detectors on each floor of the building. Older buildings must have smoke detectors fitted on each floor where there are rooms or stairwells forming part of the living accommodation, and Carbon Monoxide Detectors in every room where there are solid fuel fires or appliances.

The combustion of any fossil fuel can produce fatal carbon monoxide fumes. It is therefore essential for Landlords to remember that their duty of care to ensure the regular maintenance and repair of oil fired or solid fuel heating systems and that adequate flues and ventilation are provided.

ENERGY PERFORMANCE CERTIFICATES

Energy Performance Certificates (EPC) are compulsory and a copy must be available for prospective tenants to see. EPC's have a life of 10 years and must be a minimum of E rating. We can arrange for certification or renewal if required.

REFERENCING

Having found a tenant to rent your property, we will take a deposit from them and ask them to complete referencing forms which typically ask for employer and salary details, previous landlord and bank details. We use professional referencing company Rent4Sure to take up references on our behalf and they will report after checking the tenant's financial stability, their work situation and details of previous tenancies. On occasions, particularly when the tenant has been living overseas, it is necessary for us to use our discretion or obtain additional security in the form of a Guarantor. We will make appropriate recommendations to you after the references are to hand.

SECURITY DEPOSITS

Before the tenancy commences, we will collect the first month's rent and Security Deposit from the tenant. The deposit is usually equivalent to one month's rent and is held on your behalf in The Tenancy Deposit Scheme. If you are not familiar with the Government regulations relating to tenants' deposits, please ask us for an explanatory leaflet. If you have agreed for the tenants to keep a pet on the premises, we may recommend an increased security deposit of say six weeks rent to cover in the event of the pet damaging the property or contents.



INVENTORIES

The Inventory Report and Schedule of Condition is carried out on behalf of the Landlord by an independent inventory company. For continuity wherever possible our Inventory Company, uses the same inventory clerk at Check In and Check Out. The Landlord pays for the cost of the Inventory 'Make' and Check In and the tenant pays for the Check Out (the cost is deducted from their Security Deposit). The Inventory Clerk should take details of the Utility suppliers and provide meter readings, which we record and notify to the appropriate utilities suppliers. Landlords are free to do their own inventories if they so wish.

THE TENANCY AGREEMENT

We generally use the Association of Residential Letting Agents (ARLA), own standard Assured Shorthold Tenancy Agreement (except for Company lets or certain other variables). The Tenancy Agreement is signed by the Landlord and the Tenant before the tenancy commences and is a legally binding contract. Standard terms of rental would be a minimum of six month or twelve months including a two month notice period from either party after month four. The Agreement details monthly rent due, the due date, the Security Deposit, details of the tenant's and landlord's responsibilities and the termination date. Any specific requirements (e.g. pet's inclusion etc) can be added as additional clauses.

TENANCY RENEWALS

Two months before the end of the tenancy, we will contact the tenant to check whether they want to continue with the tenancy. If they do, the Landlord has the right to consider increasing the rent within the terms specified in the Tenancy Agreement, but we would advise on market trends so that an informed decision can be made. If all parties are happy to continue the arrangement, we prepare a Memorandum of Agreement which, in conjunction with the original Tenancy Agreement, continues the tenancy under the original terms for the time specified in the Memorandum.

INSURANCE

We recommend that all our Landlords insure both the building and the contents of the rental property. Tenants are responsible for insuring their own possessions, but appliances supplied, plus furnishings, carpets, curtains and any other fixtures and fittings are the responsibility of the Landlord. We will be pleased to provide you with details insurance policies that we can organise to cover buildings, legal, rent guarantee and legal protection, upon request see enquiries@rent4sure.co.uk

TAXATION

Income that you receive from the letting of your property is subject to UK tax and your tax position varies considerably depending on whether you are regarded as resident or non-resident for tax purposes.

If you are UK resident you will receive the usual personal allowances applicable to your circumstances, which may be offset against all your taxable income.

Non UK residents are required by the Inland Revenue to complete Form NRL1, to enable us to transfer rent to you with no deduction of tax.

It is in your interest to employ a professional tax agent or accountant to prepare income and expenditure schedules, through whom you will be able to receive advice on the full benefit of all the available deductions, allowances and relief.

Please feel welcome to contact our office on

01628 633893 Email:info@emmersons.co.uk,

if you have any queries that are not covered in this document.

