

bramleys

landlords guide

bramleys.com



bramleys

information about our services

As Residential Letting and Managing Agents we provide a comprehensive letting service and for first time Landlords we offer a free no obligation advice session. This will provide an opportunity to discuss the basic requirements of letting your property and also any pitfalls, which may be encountered. If you are thinking of buying a property to let we will be happy to advise you about its suitability.

We receive regular enquiries from prospective Tenants and local employers, these are monitored and matched to properties that our Landlords have available to let. We also advertise regularly in the local press and via the internet on our website.

www.bramleys.com, www.rightmove.co.uk and
www.onthemarket.com

The Residential Lettings market is very active and many people are renting rather than buying. In addition, there are always home owners seeking a short term let as part of a move.

The following pages contain a Landlord's guide to property letting. If after reading the brochure you have any queries please feel free to call the office and we will be happy to assist in any way we can.



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LETTING THE PROPERTY

Once instructed as sole agents we will commence a search for a suitable Tenant. Depending on your preference we will either accompany viewings or make a mutually convenient appointment for you.

As soon as a suitable prospective Tenant has been found they will fill in the application form, we will negotiate the terms and discuss with you their application.

Upon your acceptance of the applicant, a holding fee equivalent to 1 week's rent will be taken from the prospective Tenant and we will commence the vetting procedure. When satisfactory references are obtained we will update you accordingly.

REFERENCES

We take references appropriate to the potential Tenant. This involves using a specialist third party referencing agency to carry out a detailed check including the credit and employment history of the prospective Tenant. If there were any question of doubt about the ability to pay the rent, or perhaps job security, we would only advise upon proceeding if a suitable Guarantor could be provided.

THE TENANCY AGREEMENT

We will discuss with you best terms and conditions then prepare the appropriate legal agreement. In most cases we recommend an Assured Shorthold Tenancy Agreement, usually for a minimum term of six months.

If you require the property back at the end of this period, notice must be served to give the Tenant at least 2 months notice to vacate. On request, we will deal with this and also the necessary procedures should you decide with the Tenant that the term might be extended.

“It may be that your property is mortgaged to a building society, bank or other lender. If so, the mortgage deed will require the written consent of the lender to be obtained before you let the property.”

MORTGAGED PROPERTY

It may be that your property is mortgaged to a building society, bank or other lender. If so, the mortgage deed will require the written consent of the lender to be obtained before you let the property.

If your property is mortgaged you should apply for consent. Lenders will not deal with us in relation to the mortgage and so you will need to fill out their application form, though we would be happy to help and provide any information necessary.

Occasionally, it will be a condition of consent to the proposed letting that your mortgage interest rate is increased and it is therefore advisable for you to approach your mortgagee at an early stage to see what the financial consequences are likely to be. Some lenders charge an administration fee.

LEASEHOLD FLAT AND OTHER PROPERTY

If your property is leasehold, you may require the consent of the freeholder for your proposed letting.

RESTRICTIONS ETC. AFFECTING YOUR PROPERTY

Whether your property is freehold or leasehold there may be special rights or restrictions affecting it (for example, a prohibition on more than one family or the parking of a caravan on the drive).

We will need to have details of these to include in the Tenancy Agreement.

ATTIC, CELLAR AND EXCLUDED AREAS

We do not inspect the above areas but we may ask you to confirm the contents of these areas (if any) as this may affect safety issues. During our routine visits to managed properties we will not visit these areas unless requested to do so. It is strongly recommended that you do not store items in the property or any out-buildings once let.

INSURANCE

We always advise Landlords to make sure that the property and its contents are adequately insured (unfurnished properties may still have contents such as curtains, white goods etc). It is extremely important that you advise your insurance company that you are proposing to let your property and that you confirm to them once this has been done.

Failure to do so could result in you losing insurance cover. Some insurers impose letting conditions and we would require details as this may affect the choice of Tenant. If they are not happy with you letting the property we may be able to introduce you to companies that specialise in insurance for the rental market.

INCOME TAX

Income received from letting your property will be subject to income tax and you will need to include details of the income and allowable expenses when completing your income tax return. HMRC may ask us directly for details of any income we pay you and we are obliged to supply these details.

If you live abroad we, as your agents, will be required by HMRC to pay any tax liability that arises on rents collected by us on your behalf. We will therefore deduct income tax at the basic rate from rent payments received.

“It is always the Landlord’s liability to keep the property and the services such as central heating in repair.”

“We have a procedure for dealing with disputes about the deposit and we will always use every endeavour to settle matters quickly and satisfactorily.”

You may be entitled to receive rent without deductions of tax and we strongly recommend you consider this and investigate obtaining an exemption certificate. If you live abroad we will be happy to advise you as to who to speak to, to obtain the required information.

RIGHT TO RENT

In order to comply with the Immigration Act 2014 (Part 3, Chapter 1) and the Immigration (Hotel Records) Order 1972 the Landlord is responsible for checking the immigration status of all applicants. As part of our service we will do this on your behalf. The Landlord will be responsible for any further work needed under the Immigration Act.

DEPOSIT / BONDS

We normally collect a security deposit from the Tenant equivalent to 5 weeks rent. For managed properties this is held in our client account under the Tenancy Deposit Scheme (TDS) regulations. At the end of the letting this is returned to the Tenant, less any deductions made to cover breaches of the Agreement. We will hold the deposit as Stakeholder. This means we will be unable to refund all or part of the deposit without the Tenant’s consent.

We have a procedure for dealing with disputes about the deposit and we will always use every endeavour to settle matters quickly and satisfactorily. We do not pay interest on deposit monies held. Let only Deposits are held with the Deposit Protection Service (DPS).

RENT

The rent is usually payable monthly in advance. Under our Rent Collection Only and Full Management services we will collect the rent and account to you (usually monthly) as rent is received and cleared. Payments usually occur

twice weekly. Occasionally this can vary during holiday periods.

We will always use our best endeavours to collect the rent on time. Should a Tenant be late we will advise you and pay the due rent as soon as it is received. In common with all lettings agents, we cannot be liable for non-payment of rent. However, we are able to offer a full Rent Recovery Plus scheme to our managed Landlords and we will discuss this with you if asked.

BILLS AND SERVICES

It is usual for the Tenant to pay charges for Council Tax, water, electricity and gas. We will notify the authorities and service suppliers and, take meter readings. (Tenants are, of course, entitled to change suppliers for gas and electric and install smart meters). With currently GDPR regulations not all utility companies will engage with agents.

LANDLORD OBLIGATIONS

It is always the Landlord’s liability to keep the property and the services such as central heating in repair in line with Section 11 repairing obligations and The House Act 2018. Under our Full Management service we will agree with you provision for emergency repairs such as a burst pipe. When major expenditure is required in a non-emergency situation we will usually obtain quotations for you before proceeding.

CLEANING

Whether the property is furnished or unfurnished, it is important that the property is thoroughly clean throughout before the Tenants move in. We strongly recommend that the property, including carpets, is professionally cleaned and, if necessary, the garden made tidy. An inventory will be taken to help us ensure that the Tenants meet their obligations.

LEGIONELLA

There is a legal duty for Landlords to control the risks of exposure to Legionella to their Tenants who provide residential accommodation. This requirement stems from the Control of Substances Hazardous to Health Regulations 1989; Section 3(2) of the Health and Safety at Work Act 1974 and makes provision for the legislation to apply to Landlords of both business and domestic premises. All water systems require an assessment of the risk which they can carry out themselves if they are competent, or employ somebody who is.

In most residential settings, a simple assessment may show that the risks are low and no further action may be necessary. An example of a typical lower risk situation may be found in a small building (e.g. housing unit) with small domestic-type water systems, where daily water usage is inevitable and sufficient to turn over the entire system; where cold water is directly from a wholesome mains supply (no stored water tanks); where hot water is fed from instantaneous heaters or low volume water heaters (supplying outlets at 50°C); and where the only outlets are toilets and wash hand basins). If the assessment shows the risks are low and are being properly managed, no further action is needed but it is important to review the assessment regularly in case anything changes in the system.

Simple control measures can help control the risk of exposure to legionella such as:

- flushing out the system prior to letting the Property
- avoiding debris getting into the system (eg ensure the cold water tanks, where fitted, have a tight fitting lid)
- setting control parameters (eg setting the temperature of the calorifier to ensure water is stored at 60°C)
- make sure any redundant pipework identified is removed

INVENTORY

We will take and produce a detailed inventory of the property including a Schedule of Condition. When a Tenant is checked into the property we give the Tenant a fair opportunity to check the inventory and we will deal with any discrepancies. We also for our Full Management clients carry out a detailed check-out when the Tenant vacates and we will report our findings to you.

TENANT INFO

Prior to taking possession we will provide the Tenant with a Move In Pack setting out necessary details for residing in the property, breaking down their obligations and explaining our procedures and expectations.

LEGAL REGULATIONS

There are strict regulations relating to the fire resistance of soft furnishings that are included in the letting. There are some exemptions but a breach of these regulations can result in criminal proceedings. If you propose including soft furnishings we will advise you on the appropriate regulations. The regulations make it clear that there must be no non-compliant furniture on any part of the property including garage and attic.

Under current safety regulations it is the Landlord's responsibility to ensure that the gas and electrical systems and appliances at the property are maintained in a safe condition and serviced by a qualified contractor. A gas safety check must be carried out by a qualified Gas Safe engineer and a safety record issued.

The property must be a safe environment for Tenants and we will assist you in checking all safety aspects of the property prior to the Tenant moving in in line with the House Act 2018.

If any appliances are included in the letting it will be the Landlord's responsibility to ensure they are safe when the property is let. The law may

also require the Landlord to repair or replace these should they become defective. Plugs and Socket regulations apply and we must ensure that all plugs, leads and sockets are checked for safety and correctly fused before a Tenant takes possession. Where electrical appliances are included we are obliged to supply safety instructions. It is also a requirement to carry out an EICR inspection on the property.

It is a legal requirement that all properties we let include smoke detectors at the rate of at least one per floor, unless the property has a full fire alarm system. These must be checked and working when a Tenant takes possession, but our Tenancy Agreement places the liability for on-going testing on the Tenant. It is a legal requirement for all rooms containing a solid fuel burning appliance to have a carbon monoxide (CO) detector in that room, and also CO detectors are required in every room with a gas appliance.

If the property has working open fireplaces and chimneys we recommend that you arrange for these to be regularly swept. We can arrange these matters on your behalf.

A Tenant or other party may ask the Local Authority to carry out an inspection of the property under the Housing Health and Safety Rating System. The local authority has significant powers to require property owners to make the property safe. The system is based on whomever may be considered the most vulnerable person to occupy the property. We will explain how these regulations may affect you. We will also assist you with outcomes of such an inspection. However this is not included in our standard fee structure and we will charge fees based upon an hourly rate applicable at the time if you require our assistance.

There are definitions about what constitutes a house (residential property) in multiple occupation. We will advise you about this as there are legal consequences in letting a property to sharers.

“We strongly recommend that you consider taking out legal protection insurance to guard against the risks involved.”

“In the event of difficulty, whether because the Tenant is failing to pay rent or has broken other terms of the Tenancy Agreement, we will be pleased to discuss with you the steps to enforce the terms of the Tenancy Agreement.”

ROUTINE VISITS

With our Full Management service we make regular visits to the property on your behalf and advise you of any potential problems.

The main purpose of such visits is to check if there are any matters that require your attention. We also seek to check that the Tenant is abiding by the agreement and not damaging the property. We also give the Tenant advice, if necessary, on any defects we may find.

However, Tenants do have a right of privacy and we, and you as Landlord, can only enter the property with their consent. Similarly we are not able to comment on the Tenants life style or cleaning ability unless the property is being adversely affected. Attics and cellars are not inspected unless specific instructions are received to do so.

LANDLORD'S PROTECTION INSURANCE AND RENT GUARANTEE

No matter how well prospective Tenants are vetted, there is always the risk that a Tenant will prove to be unsatisfactory, sometimes due to unforeseen changes in their own circumstances. Whilst court proceedings can be taken to enforce the terms of the Tenancy Agreement this is often expensive and it is unlikely that you will be able to recover the full costs involved from the Tenant.

We strongly recommend that you consider taking out Rent Guarantee Protection against the risks involved. Similarly policies are available so that your income from rent is not lost in the event the Tenant stops paying. Leaflets giving examples are available.

PROBLEMS WITH THE TENANT

In the event of difficulty, whether because the Tenant is failing to pay rent or has broken other terms of the Tenancy Agreement, we will be pleased to discuss with you the steps to enforce the terms of the Tenancy Agreement, including recommending local solicitors to assist in the eviction as necessary.

However, we would stress that the vast majority of lettings we manage are uneventful and trouble free.

We will assist the solicitors with any eviction proceedings, but our management fee does not cover this. We will charge fees based on time and will always be happy to give details of the charging rate and an estimate where appropriate.

PETS

Our standard Tenancy Agreement provides that a Tenant may not allow pets in the property. However, a Tenant is entitled to ask the Landlord for consent. We advise that each case is considered on an individual basis.

If consent is to be given by the Landlord we may request additional rent.

GARDEN AND OUTSIDE AREAS

Tenants are required to keep these areas neat and tidy. Standard of gardening ability and knowledge can vary considerably. If the garden is particularly important or has special features, we usually suggest that the Landlord provide a gardener, the cost being included in the rent.

The extent of this can be negotiable and we will make the necessary arrangements and monitor the work as part of our management service.

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