



# Landlord Information and Management Pack



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Welcome to PH4L we pride ourselves on being professional and transparent, offering individually tailored rental solutions for our Landlords. We strive to consistently achieve and exceed your expectations.

## 1. COMPREHENSIVE LETTING AND MANAGEMENT SERVICE

- ✓ Tenant referencing (at no extra cost)
- ✓ Information / advice on legal and safety requirements
- ✓ Accompanied viewings
- ✓ Preparation of contracts
- ✓ Full professional inventory taken (at no extra cost)
- ✓ Rent collection and prompt payment with detailed statement
- ✓ Regular property visits and reports
- ✓ Day-to-day management of property
- ✓ Arrange maintenance if required
- ✓ Re-market during tenants notice period
- ✓ Start of tenancy procedures
- ✓ End of tenancy procedure
- ✓ Professionally accredited staff
- ✓ Members of Property Mark (ARLA)
- ✓ Client Money Protection
- ✓ Experience in dealing with housing benefit claims
- ✓ Fee: 10% + VAT of the monthly rent + £250 initial set-up fee
- ✓ Fee: 15% + VAT for HMO Properties



## **2. WHAT YOU CAN EXPECT FROM OUR COMPREHENSIVE MANAGEMENT SERVICE.**

- ✓ Arrange and accompany prospective tenants to view the property.
- ✓ Process, reference and select prospective tenants.
- ✓ Preparing tenancy agreements.
- ✓ Undertake meter readings at the property and to arrange the transfer of utilities on your behalf and notify the local authorities.
- ✓ Collect the monthly rent and pay you together with a detailed statement showing all credits and charges.
- ✓ Undertake regular property checks (one month after let and then every three months) and supply you with a report of our findings.
- ✓ Deal with the day to day management of the property and inform you of any major defects or problems brought to our attention.
- ✓ Arrange for any repairs to be carried out, in liaison with you (unless in an emergency).
- ✓ Move tenants in and out, re-letting to minimize rent voids, to ensure that you receive optimum return from your property.



### **3. EXPERIENCE IN DEALING WITH HOUSING BENEFIT**

We are very experienced in dealing with tenants in receipt of benefits and work alongside Plymouth Access To Housing (PATH).

PATH is an independent homelessness charity, which was set up in the early 1990s to help deal with levels of homelessness. PH4L will utilize PATH's tenancy expertise to create and maintain successful tenancies at no additional cost to landlords.

Where appropriate a tenant has to complete a Benefit application form in order to receive state help to pay their rent. Tenants are required to provide information and proof of:

- Their income and savings if any
- Their identity and sometimes details of their immigration status in the UK
- The rent to be paid
- Name and address of the landlord/agent

As Housing Benefit is means tested, (dependent upon income and savings) some tenants may have to pay part of the rent themselves.

In all instances tenants are interviewed and references obtained from support agencies, to ensure they are ready to enter a private rented tenancy.

This is one of the rental services we offer.



## **4. INFORMATION FOR LANDLORDS**

### **4.1 Mortgages**

If your property is mortgaged, you must obtain your mortgagee's written consent to let. They may require additional clauses in the tenancy agreement.

### **4.2 Insurance**

You must ensure that you are suitably covered for letting under both your building and contents insurance. Failure to inform your insurers may invalidate your policy. We also strongly recommend that your insurance cover includes "Public Liability" We can recommend Insurers who offer comprehensive cover to landlords at competitive premiums.

### **4.3 Income Tax**

When the landlord is resident in the UK, it is entirely their responsibility to inform the Inland Revenue of rental income received, and to pay any tax due. When the landlord is resident outside the UK during a tenancy, they will require an exemption certificate from the Revenue & Customs before they can receive rental balances without deduction of tax and PH4L is legally obliged to inform HMRC of the let.

### **4.4 Energy Performance Certificate (EPC)**

From the 1<sup>st</sup> October 2008 all properties prior to being advertised to let, require an Energy Performance Certificate. The EPC is required for all properties that are self contained and is valid for 10 years.

From the 1 April 2018, it will become unlawful for landlords of non-domestic private rented properties (including public sector landlords) to grant tenancy to new or renew or extend existing tenants if their property has an EPC rating of band F or G, unless an exemption applies or the landlord has made all the relevant energy efficiency improvements.



By 1 April 2023, landlords must not continue to let a non-domestic property which is already let if that property has an EPC rating of band F or G – even where there has been no tenancy renewal, extension or new tenancy.

#### **4.5 General Condition**

Properties that are presented in a clean, tidy and well looked after condition help to ensure that you not only attract a good quality tenant but that the property is more likely to be returned in a similar order.

Electrical, gas, plumbing, waste, central heating and hot water systems must be safe, sound and in good working order. Repairs and maintenance are at the landlord's expense unless misuse can be established. At the commencement of the tenancy, the property should be in a thoroughly clean condition and at the end of each tenancy; it is the tenant's responsibility to leave the property in the same condition. Where they fail to do so, the cleaning will be arranged at their expense.

#### **4.6 Gas**

Annual gas safety inspection is mandatory.

#### **4.7 Electric**

Five yearly inspections recommended, this may however be a requirement of your insurance and failure to have this carried out could invalidate your policy.

#### **4.8 Legionella**

Legionella bacteria is commonly found in water. The bacteria multiply where temperatures are between 20-45°C and nutrients are available. The bacteria are dormant below 20°C and do not survive above 60°C. As a landlord you have an obligation to ensure your property is safe from the bacteria. For a charge we are able to have a risk assessment carried out for you, or we can issue our information leaflet at the start of the tenancy to ensure your tenant is aware of how to reduce risk of infection.



## **4.9 Appliances**

Appliances such as washing machines, fridge freezer, cooker, dishwasher etc. should be in a usable condition. Repairs and maintenance are at the landlord's expense unless misuse can be established. It is recommended that all electrical appliances should be inspected and tested annually (PAT).

## **4.10 Furnishings**

The property can be let fully furnished, part furnished or unfurnished. We will be able to advise you on which type of letting is best suited to your requirements. As a minimum we suggest that you provide carpets, curtains and light fittings. Remember there will be general wear and tear on the property and any items provided. All furnishings must comply with fire safety regulations.

## **4.11 Pets**

Tenants are required to have prior consent from the landlord to bring pets into a property. We always recommend allowing Pets as it makes your property much more appealing to prospective tenants, in cases where Pets are accepted we would advice taking an additional deposit to make sure you keep your property protected.

## **4.12 The Inventory**

It is most important that an inventory of contents and a schedule of condition be prepared, in order to avoid misunderstanding or dispute at the end of the tenancy. Without such safe guards, it would be impossible for the landlord to prove any loss, damage or significant deterioration of the property or contents.

## **4.13 The Tenancy Agreement / Contract**

We have extensive experience of the legal framework that underpins all private sector letting arrangements. We are able to provide you with the appropriate tenancy agreement that will meet your requirements. In cases where the tenancy



agreement is not working, we are fully competent in guiding your through the eviction process at no extra cost. If court attendance is required this may incur additional costs as the court charges for each case.

#### **4.14 Deposits**

PH4L requires a deposit equivalent to at least one month's rent. As of April 2007 as part of the Housing Act 2004, the government introduced a tenancy deposit scheme for all Assured Shorthold Tenancies (AST's) in England and Wales where a deposit is taken. PH4L deposits are protected by The Deposit Protection Service. PH4L are experienced in the operation of deposit guarantee agreements to cover deposit payments.

#### **4.15 Personal Items**

Personal possession, ornaments, pictures etc. should be removed from the premises, especially those of real or sentimental value. Any items left and stored in the loft, will be at the owner's risk and is not advised. All cupboards and shelf space should be left clear for the tenants use.

#### **4.16 Gardens**

Gardens should be left neat, tidy and rubbish free, with any lawns cut. Tenants are required to maintain the gardens to a reasonable standard. However, few tenants are experienced gardeners; you may wish us to arrange maintenance by a regular gardener.

#### **4.17 Utilities**

Tenants are responsible for paying the gas, electric, water and council tax bill, PH4L will notify the relevant suppliers of a change of tenant and final readings. Any outstanding bills that are the landlord's responsibility will be collected from your rent account unless we are notified otherwise. (Please see table at annex a)

If the tenant requires a phone service, internet or an additional package e.g. Virgin Media / Sky, they must contact the supplier direct.

The tenant has the right to choose their own utility supplier.





#### **4.18 Council Tax**

The landlord is responsible for the payment of council tax whilst the property is empty. (Some discounts and exemptions may apply)

#### **4.19 Information for the Tenant**

It is helpful if you are able to leave information for the tenant on items such as operating the central heating system, hot water system, alarm system, and the day the refuse is collected etc. Operating instructions for all white goods should be provided.

#### **4.20 Keys**

One set of keys for each tenant should be provided. PH4L will require a master set.

### **5.0 IMPORTANT SAFETY INFORMATION**

#### **5.1 General Product Safety**

The general product safety regulations 1994 specify that any product supplied in the course of commercial activity must be safe. In the case of letting, this would include both the structure of the building and its contents. Recommended action is to check for obvious danger signs, such as leaning walls, broken windows, sharp edges etc, and also to leave operating instructions or other written instructions about high risk items such as hot surfaces, electric lawn mowers etc. for the tenant.

#### **5.2 Gas Appliances and Equipment**

Annual safety check: under the Gas Safety (Installation and Use) regulations 1998, all gas appliances and flues in rented accommodation must be checked for safety at least every 12 months by a competent engineer (Gas Safety Register). This not only includes gas fires and boilers but other appliances including ovens, hobs and portable heaters.



Maintenance: It is the landlord's duty to ensure that all gas appliances, flues and associated pipe work are maintained in a safe condition at all times.

### **5.3 Electrical Appliances and Equipment**

Under the Electrical equipment (safety) regulations 1994, the plugs & sockets etc, (safety) regulations 1994 and some other regulations, electrical equipment in tenanted properties must be safe. Although (unlike gas) with a tenanted property there is currently no specific legal requirement for an electrical safety certificate (except in the case of all HMO's) it is now accepted in the letting industry that the only way to ensure safety, and to avoid the risk of being accused of neglecting your "duty of care", or even manslaughter is to arrange such an inspection and certificate.

### **5.4 Fire**

The furniture and furnishings (fire) (safety) Regulations 1988 (amended 1989, 1993 & 1996) provide that specific items supplied in the course of letting property must meet minimum fire resistant standards. The regulations apply to all upholstered furniture, and beds, headboards and mattresses, sofa-beds, futons and other convertibles, nursery furniture, garden furniture suitable for use in a dwelling. Items which comply will have a suitable permanent label attached. Non compliant items must be removed before a tenancy commences.

### **5.5 Smoke Alarms**

The law now requires that all rented properties have a smoke detector on each level of the building. If you have a HMO that requires a license, five or more people over three floors, you are required to have a mains operated hard wired system with an operational panel.

A Carbon Monoxide alarm must be installed in every room which is used wholly or partly as living accommodation and contains a solid fuel burning appliance.



Some properties may be entitled to free installation of smoke detectors from the Fire Brigade, for more information, call 08007311822.

## 5.6 Fire Risk Assessment

Under The Regulatory Reform (Fire Safety) Order 2005 Fire Risk Assessments became a requirement for let properties.

## 6.0 GENERAL TERMS

- ✓ The Landlord/s agrees to PH4L deducting any fees, commissions from the monthly rent.
- ✓ The Landlord/s authorise PH4L to obtain copies of all master keys needed at the Landlord/s expense.
- ✓ In order to terminate the contract with PH4L the Landlord must give at least three month's notice in writing.
- ✓ The Landlord must agree that deposits taken from the tenant will be held in The Deposit Protection Service, further information can be found at [www.depositprotection.com](http://www.depositprotection.com). Under the Deposit Protection Scheme claims are arbitrated by the Dispute Service and their decision is final. PH4L cannot be held accountable for any costs not met as a result of such a decision.
- ✓ PH4L will collect rent and deposits in respect of the letting, but PH4L's role does not include taking legal action in order to recover any sum due or to gain possession of the property. PH4L is able to offer assistance with recovery of the properties or overdue money as an additional service.
- ✓ Where deposit guarantees are in place, the final decision regarding any dispute will be made by the landlord and PATH. PH4L is able to facilitate this



- ✓ Process and liaise with PATH on behalf of the landlord as part of the end of tenancy process.
- ✓ The Landlord agrees to reimburse any and all costs PH4L incurs as a result of the landlord withdrawing the property after a suitable tenant has been found.
- ✓ The Landlord agrees to pay any and all costs for gas, electric and water bills, including council tax and charges for the interim period that the property is empty between tenants, the landlord agrees to his/her forwarding address being given to the relevant service provider.
- ✓ Where a Gas Safety Certificate is required at the property the landlord agrees that PH4L will arrange for a Gas Safety Registered engineer to carry out the work at a cost to the landlord, if no certificate has been supplied by the landlord by the due date.
- ✓ The landlord agrees to reimburse any monies paid out by PH4L as a result of the “claw back” of Housing Benefit, or any dishonored cheques from tenants.
- ✓ The landlord agrees to supply evidence of identity in the form of a full valid passport, or driver’s license, and proof of residence in the form of a utility bill less than 3 months old, council tax bill, mortgage statement or tax statement.
- ✓ The Landlord must provide evidence that they have permission to let.

**Plymouth Homes4Let** uses the Deposit Protection Service to protect tenancy deposits, and is a member of ARLA and The property Redress Scheme.

