

YOUR PROPERTY - OUR PRIORITY

Letting your property can be a very difficult and stressful experience and legal requirements must be complied with or Landlords could face the possibility of prosecution. The decision to let your property is a major one and not something to be taken lightly. It is therefore important that you engage the services of a professional property management company.

Our aim at Winsor Lettings is to provide you with a service tailor made to suit your requirements in a professional and friendly manner, unparalleled by any other agent. We have therefore produced this guide to assist you in making that important decision and to inform you, prior to letting, of the basic requirements of the letting process.



Presentation of your property

We have found that a good relationship with tenants is the key to a smooth running tenancy. It is imperative that the tenants should feel comfortable in their home and that they are receiving value for money. It follows therefore that a well presented property will go a long way to securing good tenants who will look after your property. If someone moves into a beautifully presented home, they are very likely to keep it that way. If it starts off looking run-down and un-cared for, it can only get worse. Presentation can also affect the level of rent and the speed at which the property is let.

General Condition

First impressions count, making the presentation of your property critical to a successful let.

Consider addressing any DIY jobs you have been meaning to get done, add a fresh coat of paint where necessary and try to remove clutter from rooms to make them appear larger.

All rooms should be freshly decorated in neutral colours. Windows should be cleaned and curtains and blinds pulled aside to let in as much natural light as possible. Floorings and carpets should be clean and damage free. If there is a garage for the tenant's use it should be clear and in good condition. Lighting is also crucial - a dimly lit property will turn tenants away very quickly. There should be good quality light fittings that are in working order.

Electrical, gas plumbing, waste, central heating and hot water systems must be safe, comply with regulations, and be in good working order.

Furnished or Unfurnished?

There is no right or wrong answer to this question. Your property can be let fully furnished, partly furnished, or totally unfurnished. The type of property and local market conditions may determine which of these is appropriate. It is true to say that smaller properties (studios and one-bed apartments) generally achieve rental quicker in a furnished condition.

Whether furnished or unfurnished, the property should be professionally cleaned throughout including carpets & curtains to all rooms. The kitchen should include a cooker, fridge/freezer and a washing machine. With the exception of carpets, curtains/blinds and light fittings, the remainder of the property can be entirely unfurnished. If the property is to be let fully furnished, it should be made ready for immediate occupation. As a minimum, you should provide:

- An appropriate number of beds that are of good quality, preferably with mattresses and protectors.
- Sofas, a dining table and chairs, storage and display furniture and appropriate equipment - vacuum cleaner, kettle, iron and board, brooms, cutlery, crockery, glassware, etc.

Remember that there will be wear & tear on the property and any items provided. The need to provide an inventory is therefore strongly advised.

Information for the Tenant

You should leave full instructions for all appliances and equipment, especially heating systems, washing machine, alarm system etc. Copies of guarantees or insurances for any items, as well as details of water mains stop-tap location, fuse boxes and anything else which may be needed would be extremely helpful.



Gardens

Gardens should be left tidy and well tended, with any lawns cut. Tenants are required to maintain the gardens to a reasonable standard, provided they are left the necessary tools. However, few tenants are experienced gardeners, and if you value your garden or if it is very large, you should consider providing a gardener - the cost of which should be included in the rent. You may wish for us to arrange regular visits by a gardener. Fencing and boundary walls should also be in good, secure condition.

Keys

You should provide one set of keys for each tenant. Where we will be managing the property, we will arrange to have duplicates cut as and when they are required. We will also require an additional set which will be held by ourselves for the duration of the management.

Mortgage lenders

If your property is subject to a mortgage, you must obtain the mortgagee's written consent before making arrangements to let. It is rare for lenders to refuse permission, but you must ask them first. They may require additional clauses to be included in the tenancy agreement, which we are happy to accommodate.

Leaseholders

If you are a leaseholder, you should check the terms of your lease, and obtain any necessary written consent from the freeholders before letting.

Insurance

Whether you are a freeholder, leaseholder, mortgagee or property owner, your premises represent a substantial investment that should be adequately protected.

Landlords should ensure that the buildings and any possessions left within the property or outbuildings are

adequately insured. The tenant will be responsible for insuring their own contents. All too often, Landlords find their property is not adequately covered by standard insurance policies. We are able to offer Landlords comprehensive Buildings & Contents insurance cover, specifically designed for rented properties. We have teamed up with Rentguard to offer extremely competitive quotations that can be obtained through [our website](#).

Rent Guarantee & Legal Protection

Sometimes even tenants with the best references fail to pay their rent through circumstances beyond their control, such as redundancy or relationship breakdown. Rent Guarantee is designed to protect you, providing you with the peace of mind that should your tenant default, your rent will still be paid.



Legal Protection cover will help you to obtain vacant possession of your property and cover the costs of any disputes between the landlord and the tenant.

We strongly recommend that you take out rent guarantee and legal protection insurance. No-obligation quotations and further details can be obtained through our website.

Income / Capital Gains Tax

Income from property is taxable at standard rates, although expenses in letting the property are generally tax-deductible. It is the Landlord's responsibility to inform the Inland Revenue of the rental income received, and to pay any tax due. It is likely that you will require the services of an accountant to assist in the declaration of your property income. We can supply standard reports for a minimal cost.

Overseas Tax (Non-Resident Landlords)

When the Landlord is living abroad (outside England or Wales), property income is still subject to income tax. The Non-Resident Landlord Scheme requires us as your agent to deduct basic rate tax from the rent we collect on your behalf.

However, you can apply to HMRC for approval to receive your rental income without tax deductions. You will need to complete and submit an HMRC NRL1 form, which can be downloaded from the HMRC website, or supplied by us. If your application is successful, then we will be able to pay over to you the rents collected without making any deductions for tax.

Utilities & Council Tax

You should notify all utilities and service providers that you are letting the property and request closing accounts. Services should not be disconnected as this can cause delays, and you may need to pay to re-connect them. You will also need to make arrangements with the Post Office to forward your mail. (We cannot forward mail without passing on the Post Office's charges.)

We will arrange for the transfer of utilities (except for telephone) and Council Tax accounts into the tenant's name, with meter readings taken when the property is let.

Whilst the property is vacant, the landlord will be responsible to pay for any standing charges to utility companies and for the Council Tax.

Landlords Obligations

Letting residential property in England and Wales is covered by various Housing Acts, Landlord and Tenant Acts, and various Safety Regulations. Using a letting agent is by far the best way of ensuring that your property and you as the landlord are protected from issues raised by these Acts and Regulations.

Letting agents owe both the landlord and tenant a “Duty of Care”. It is important that this Duty of Care is backed up with both Public Liability Insurance and Professional Indemnity Insurance. Any funds belonging to either the landlord or tenant must be kept in a separate client account, which is governed by laws preventing the agent from using the funds in the course of their business.

At the same time, the landlord has a Duty of Care to the tenant and the tenant has a duty to take proper care of the property. They must use it in a responsible way, pay the rent as agreed and keep to the terms of the tenancy agreement, unless the terms are in contravention of his or her rights in law.

Please make sure you read and understand all the regulations outlined below. Compliance will ensure that your property is safe for your tenant to live in. Failure to comply with the law could result in prosecution.

Fire safety of furniture and furnishings

You must ensure that any furniture and furnishings you supply meet the fire resistance requirements in the Furniture and Furnishings (Fire) (Safety) Regulations 1988, unless you are letting on a temporary basis whilst, for example, working away from home. The Regulations apply if the let is for a longer period or for a series of lets, where the property is regarded primarily as a source of income rather than your home. If you are not sure whether the regulations apply to you, seek advice from the Trading Standards Department of your local authority.

The regulations set levels of fire resistance for domestic upholstered furniture. All new and second hand furniture provided in accommodation that is let for the first time, or replacement furniture in existing let accommodation, must meet the fire resistance requirements unless it was made before 1950. Most furniture will have a manufacturer’s label on it saying if it meets the requirements. Further guidance is contained in the booklet “A Guide to the Furniture and Furnishings (Fire) (Safety) Regulations”. This can be downloaded from www.bis.gov.uk.

Gas Safety



You are required by the Gas Safety (Installation and Use) Regulations 1998 to ensure that all gas appliances are maintained in good order and that an annual safety check is carried out by a recognised engineer - that is an engineer who is approved under Regulation 3 of the “Gas Safety (Installation and Use) Regulations 1998”.

You must keep a record of the safety checks and issue it to the tenant within 28 days of each annual check. You are not responsible for maintaining gas appliances which the tenant is entitled to take with him or her at the end of the letting.

Whilst we can arrange to have the annual check carried out on your behalf, ensuring that the duties are met remains the responsibility of the landlord.

Further guidance on gas safety can be obtained from the HSE website at: <http://www.hse.gov.uk/pubns/indg238.pdf>

Electrical Safety

It is important to ensure that all electrical appliances and fittings within the property are safe and in good working order. Unlike gas regulations, there is no law that says you must have a landlord electrical safety certificate. But, should any electrical fittings or appliances within your rental property cause harm to a tenant you could be held liable.

In January 2005 new legislation under Part P of the Building Regulations made it a requirement that for certain types of electrical work in dwellings, plus garages, sheds, greenhouses and outbuildings comply with the standards. This means a competent electrician must carry out the work. For DIY electrical work you must belong to one of the Government’s approved Competent Person Self-Certification schemes or submit a building notice to the local authority before doing the work.

We strongly recommend that any Landlord, regardless of whether they see themselves as running a business or not, should make absolutely sure they are complying with these regulations to ensure that all electrical equipment supplied is safe.

It is widely accepted that the only way to ensure safety, and to avoid the risk of being accused of neglecting a 'duty of care', is to arrange periodic inspections of all electrical equipment. It is recommended that appliances should be annually PAT tested (portable electrical appliance safety test) and wiring of the property should be checked at least every 5 years to obtain a Periodic Inspection Report

All inspections should be carried out by an Electrical Contractors Association (ECA), National Inspection Council for Electrical Installation Contracting (NICEIC), or The Electrical Contractors' Association of Scotland (SELECT) approved electrical contractor.

In the event of a tenant complaint or an incident the defence of "due diligence" may be accepted where it can be shown that the landlord or agent took all reasonable steps to avoid committing an offence - you will need documentary evidence of this.

Whilst we can arrange for electrical inspections to be carried out, the responsibility remains that of the landlords to ensure that all appliances and fittings are safe and in good working order.

Deposit Protection

Since 6th April 2007, all deposits received by letting agents and landlords from tenants on Assured Shorthold Tenancies (AST's) in England & Wales must be protected by a Government authorised tenancy deposit protection scheme.

The legislation came about to help protect deposits paid by tenants and make sure that they are dealt with fairly, and receive all or part of the deposit back where appropriate.

Tenancies that began prior to 6th April 2007 are not included in this legislation, unless the tenancy is renewed. There are 3 authorised schemes available, and landlords or agents can choose with whom they protect their deposits. There are penalties for not complying with the scheme.

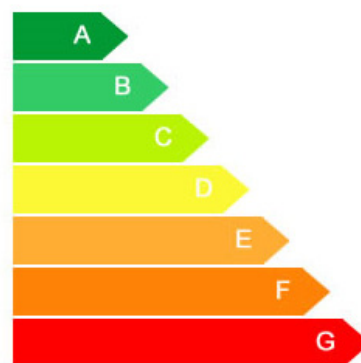
We protect our deposits with The Deposit Protection Service, and deal with the administration at no extra cost to landlords on our Gold, Silver or Bronze management packages. Further details of this scheme can be obtained at www.depositprotection.com or by contacting our office.

Energy Performance Certificates

It has been a legal requirement, since 1 October 2008, for all landlords to have a valid Energy Performance Certificate (EPC) for their property before it can be let.

An EPC assesses the energy performance of a property. The EPC outlines some ideas which help to improve the building's energy performance. Implementing these can lead to lower energy bills, reduced carbon deposits and can make homes more attractive to potential tenants.

You are required by law to make this document available free of charge to prospective tenants at the earliest opportunity. This certificate will remain valid for 10 years and can be used for multiple tenancies within that period.



We are able to arrange for an EPC to be carried out on your behalf by a qualified Domestic Energy Assessor, in order to avoid any delays letting your property. More detailed information about EPC's can be obtained by [clicking here](#).

Smoke Detectors

The 1991 Smoke Detectors Act requires that all new houses that have been built since 1992 must, by law, have a smoke detector installed. The minimum requirement is one smoke alarm on each level of the building. Although there is no legislation yet for older properties, it is generally considered that a common law of “duty of care” exists and that landlords or their agents could still be liable in the event of a fire, where smoke alarms were not fitted.

We therefore strongly recommend landlords to install smoke detectors, and ensure that they are regularly maintained and tested to be in working order. Whilst we can provide this service, the responsibility remains with the landlord and we cannot be held liable in the event of injury or damage.

There are different rules covering Houses in Multiple Occupation with regard to the installation of smoke detectors and other fire prevention measures.

HMO Licensing

If tenants in your property share facilities then your property could be classed as a House in Multiple Occupation (HMO). If the property is of three or more storeys and houses five or more people forming two or more households then you will require a mandatory licence from your local council. The local council also has the power to additionally licence other types of HMO that do not meet the mandatory criteria. Please contact your local council for further information on HMO licensing.

What rights does the landlord have?

Access - You, or your agent, have the legal right to enter the property at reasonable times of day to carry out the repairs for which you are responsible and to inspect the condition and state of repair of the property. You must give 24 hours’ notice in writing of an inspection. It is also helpful to set out the arrangements for access and procedures for getting repairs done in the tenancy agreement. You should seek legal advice if the tenant will not give you access.



What rights does the tenant have?

Quiet enjoyment - The tenant has the legal right to live in the property as his or her home. You must ask the tenant’s permission before you enter the premises. You cannot evict the tenant without a possession order from the court.

If you sell the freehold of the property, the tenant will retain any rights he or she has to remain in the property, as the tenancy will be binding on any purchaser. Matters such as whether the tenant can keep pets and so on, should be negotiated and included in the terms of the tenancy agreement.

Should these rights be included in the tenancy agreement?

Statutory responsibilities and rights will apply to you and the tenant even if they are not included in the tenancy agreement. However, it is useful to include them in the tenancy agreement to prevent misunderstandings later. Please advise us if you have any specific clauses that you require us to add to those already in our standard tenancy agreement.