

# Russell & Butler

## LANDLORDS INFORMATION

### **Introduction**

As a trusted and reputable independent company Russell and Butler Ltd are able to offer a professional service whatever your requirements as a Landlord may be. With our thorough local knowledge and expertise in the property market we can offer the very best to our clients.

### **Rent Collection**

- 1.** Visiting your property, appraising the letting potential, advising on Tenancy Agreements and answering any questions you may have
- 2.** Advertising and marketing the property
- 3.** Receiving enquiries and accompanying prospective tenants wishing to view the property
- 4.** Carefully selecting tenants by personal interview, in depth credit search and taking up references from employers (or accountants if self-employed) and previous Landlords as appropriate.
- 5.** Preparation of an Assured Shorthold Tenancy Agreement and relevant notices in accordance with the Housing Act 1988 (as amended 1996)
- 6.** Preparation of an inventory by an independent inventory clerk when requested.
- 7.** Collection of the first month's rent and dilapidations deposit and registering of them when requested.
- 8.** Notifying Gas, Electricity & Water companies where relevant together with local Council Tax office, passing on details of meter readings taken and requesting your accounts are closed down, with new accounts set up in the tenants names. We are unable to deal with any telephone, broadband, Sky accounts or TV Licensing.
- 9.** Collect and remit the monthly rent received, deducting commission and any other additional service fees where requested.
- 10.** Pursue non-payment of rent and provide advice on rent arrears actions.
- 11.** Send reminders in advance of legal safety checks on the property when they are due for renewal.
- 12.** Send a reminder in advance of the tenancy becoming due for renewal.
- 13.** Send email updates on changes in legislation in order to ensure legal compliance at all times.

**Fully Managed Service** this includes all of the above, together with the following:-

- 14.** Collection of rent and payment to Landlord. All payments are processed to Landlords by our accounts company within 2 working days of receipt/tenancy commencement date.
- 15.** Chasing late payers as necessary
- 16.** Inspecting the property periodically, inspections will be carried out approximately every 3 months. Once we have conducted approximately 3 inspections and have noted no issues with regard to how the tenants are looking after the property, we will then continue with inspections every 6 months. This change will be reported on an inspection report, should you wish us to continue with 3 monthly inspections however please advise at this time. A detailed report is emailed following each inspection, together with any accompanying photographs. We will report on how the tenants are looking after the property, together with reporting any maintenance issues which we recommend require addressing.

**17.** Instructing tradesman should any minor repairs or maintenance that are the Landlords responsibility be necessary. Where the Landlord requires larger refurbishment works to be carried out where the invoice cost is over £500, such as replacement windows & doors, replacement kitchens and bathrooms, full re-decoration, Russell & Butler are able to obtain quotes on the Landlords behalf and oversee any works, however an additional charge of 10% plus VAT of the invoice cost for these works will become chargeable.

**18.** Arranging for the garden to be maintained if and as required

**19.** Where any maintenance issues require a claim under the Landlords insurance, the Landlord is required to liaise with their insurance company direct regarding the process of any claim and the completion of any required paperwork.

**20.** Caretaking of the property when empty between tenancies, **only on instruction by the Landlord.** Whilst a property is empty with no rental being received by the Landlord and therefore no commission fees being received by Russell & Butler, we can arrange the below, subject to an additional fee of £48 inclusive of VAT per visit to the property.

### **Marketing your Property**

Details of your property will be sent out to prospective tenants via e-mail to registered applicants. In addition, the property will be advertised in the local press. It is our policy to erect "TO LET" boards since this can speed up the letting and assists prospective tenants in finding properties – if you do not wish for a board to be erected please let us know. Marketing of your property will also be made via our web site: [www.russellandbutler.com](http://www.russellandbutler.com), Rightmove, Zoopla, OnTheMarket and Prime Location.

### **Landlord Insurance Policies.**

We are able to assist with Landlords Buildings Insurance should you require this, please ask and we will be able to provide you with details of a company who you can contact for a quotation. Rental warranty provides cover to reimburse any rent your tenant owes under the tenancy, and related legal fees. This cover provides total peace of mind and may be of particular interest to landlords who rely on rental payments to cover their mortgage. We can provide information relating to these services on request.

### **Repairs**

We are able to engage reputable tradesmen to carry out any maintenance, decorating and gardening that may be required. In addition, we can arrange for gas safety inspections and boiler maintenance. This service includes either submission of the accounts to the owners for payment, or for payment by us from the funds held. Where the tenant is responsible for the repairs (due to damage caused by him) we will arrange payment of the account and this amount will be applied to the dilapidation deposit.

## General

When the property is empty during the winter it is our policy to leave the heating on timer as opposed to draining down which can be fairly expensive, and a heated home is more inviting to tenants. The bill for heating during empty periods is the responsibility of the Landlord. It is extremely rare that tenants refuse to leave when the owners require possession of the property. It is not generally possible to gain possession during the initial fixed term of the agreement (usually six months), however after this period, the courts must grant a possession order, provided that the necessary notices have been served on the tenant. There are also mandatory grounds where the court must grant a possession order (including during the initial term) such as non-payment of rent. The vast majority of tenants pay the rent full and on time. Whilst every reasonable precaution is taken in the selection of tenants, we cannot be held responsible for arrears that may accrue during the tenancy. The legal costs incurred for possession proceedings through the courts are the responsibility of the Landlord. We are able to recommend local solicitors who specialise in Tenancy Law to assist you in this process.

## Your obligations as a Landlord

There are certain regulations that you should be aware of when letting your property;

1. Fire and Furnishings (Fire) (Safety) Regulations 1988.

All new tenancies must comply with these regulations which require that:

a) All upholstered furniture (e.g. beds, sofas, armchairs) must have fire resistant filling material and must display a fire regulations label. Should a label not be present then, unless a receipt can be produced to show that the items were purchased post 1988, these items must be removed from the rental property. There are a few exemptions to the regulations notably that they do not apply to bed clothes, carpets or curtains.

2. Gas safety (Installation and use) Regulations 1994. All gas appliances within the property must be inspected on an annual basis, and within 12 months of the previous inspection. This must be carried out by a qualified GAS SAFE gas engineer who will not only check on the appliances but also the integrity of the supply and that the regulation regarding ventilation and flues etc. are complied with. The engineer will issue a **Landlord Gas Safety Record** which must be provided to tenants on the date their tenancy commences. For Fully Managed tenancies Russell & Butler will act as a reminder and arrange subsequent Landlord Gas Safety checks on properties where required, a copy of these must be sent to the tenant within 28 days.

3. Electrical Equipment (Safety) Regulations 1994 require that electrical appliances and the electric supply are safe. A statutory requirement for all rental properties to have a full Electrical Installation Certificate Report (EICR) is due to come in to force, therefore all properties instructed must have this inspection completed prior to a tenancy commencing. This must be completed by an appropriately qualified electrician.

4. Landlord and Tenant Act 1985. It is the responsibility of the Landlord to keep in good repair the external structure of the property including such items as drains, gutters, and internally, central heating and the installations for the supply of water, gas, electricity and sanitation.

5. Smoke Detectors & Carbon Monoxide Detectors – From the 1<sup>st</sup> October 2015 Landlords will have to ensure that a smoke alarm is fitted on every floor of their property where there is a room used wholly or partly as living accommodation. They will also have to put a carbon monoxide alarm in any room where a solid fuel is burnt, such as wood, coal or biomass and includes open fires. It does not include gas, oil or LPG. Russell & Butler do strongly recommend that a carbon monoxide detector is also fitted where there are gas appliances.

6. Energy Performance Certificates- It is a legal requirement to market a property with an energy performance certificate (EPC) showing how energy efficient and environmentally friendly the property is. These are valid for 10 years assuming no alterations are made. We can arrange these on your behalf, fee applies.

### **Practical Advice.**

**Insurance** You should inform your insurance company that the property is to be let and arrange a Landlords Building Insurance policy, together with contents cover for your own items. If you do not, the insurance may be invalidated. Tenants are required to arrange their own contents insurance policy for their personal belongings.

**Property Condition** It is advisable to let your property in good decorative order. We also require that as a minimum, oven, hob & extractor fans are professionally cleaned prior to the tenants occupation, the same of which will then be required by the tenant at their expense on vacating the property. Landlords are required to provide carpets, curtains or blinds to windows and a cooker. There is little difference between rental values achieved in furnished and unfurnished property and contrary to popular belief there is now no difference in the type of tenancy created.

**Gardens** It is the responsibility of the Tenant to maintain the garden in relation to grass cutting, weeding of borders and the cutting back of any shrubs/trees to their width. Tenants are not responsible for cutting any trees or shrubs above head height, this responsibility is with the Landlord. It is not a necessity to provide a lawnmower or garden tools, however recommended if these are available.

**Inventory & schedule of condition once a property is let** We will arrange for an independent inventory company to attend the property prior to the tenancy commencement date, generally a minimum of 3 days is required for this, in order for this document, along with digital photographs to be typed into a booklet to complete the move in paperwork. **At the point the inventory company visits the property, the property must be cleared of all Landlords personal possessions, cleaned throughout, including any appliances, grass cut and borders weeded, any working chimneys swept so that the property is reflective of the condition as per the tenants move in. The condition reported on the inventory at this time will be required by the tenants on vacating the property.**

**Oil supply for heating & hot water** – It is advisable for a Landlord where oil supply is applicable to arrange to have the oil tank full on the tenants occupation, the same of which will be required by the tenants on vacating.

**Mortgaged property** You as a Landlord are responsible for ensuring that your mortgage company is informed that you will be letting out your property, they will then provide you with a Consent To Let document. **Fees may be applicable by your lender, it is advisable to check with them in the first instance.**