



Landlords Guide

hamondstates.co.uk



INFORMATION ABOUT OUR SERVICES

As Letting Agents and Property Managers, we provide a wide range of property management services, and for first-time Landlords, we offer a free no obligation advice session. Providing an opportunity to discuss the basic requirements of letting your property and also any issues which may be encountered. If you are thinking of buying a property to let we will be happy to advise you on its eligibility.

Prospective tenants contact us with an enquiry, which we will match to properties that our Landlords have available to let, if no property is suitable, we offer to keep tenants details and contact them should anything come up in the near future. We also advertise properties using social media and other online channels, as well as providing appropriate signage, in order to attract tenants.

The market for rental properties, especially residential lettings, is very active at present, with no shortage in potential tenants if your property fits their needs.

This document acts as a Landlord's guide to letting out your properties, for any queries don't hesitate to contact us.

Wakefield: 01924 407905

Leeds: 0113 390 7976

www.hamondestates.co.uk



“ There is no shortage of potential tenants if your property fits their needs ”

LETTING THE PROPERTY

Once instructed as sole agents we will begin our search for a suitable Tenant. We will either accompany viewings or make a mutually convenient appointment for you, depending on your preference.

We will negotiate the terms of and discuss a prospective tenant's application with you as soon as they have viewed the property and filled out the application.

A reference fee will be taken from the prospective tenant upon your acceptance of their application and we will commence the vetting procedure and obtaining references, when these are obtained and satisfactory we will update you on the process.

REFERENCES

Using a specialist third party referencing agency, we take references appropriate to the potential Tenant. A detailed check is carried out including the credit and employment history of the prospective Tenant. If there were any potential doubts about the ability to pay the rent, or job security, etc. we would only advise upon proceeding if a suitable guarantor could be provided.

THE TENANCY AGREEMENT

Together, we will discuss the 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 should require the property to be vacated at the end of this period, notice must be served to give the tenant at least two months notice. We will deal with these proceedings on your request and also the necessary procedures should a decision be made that the term is extended.

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ATTIC, CELLAR, AND EXCLUDED AREAS.

We do not inspect these areas, but we may ask you to confirm the contents of them to assess any safety risks. Routinely, we will not visit these areas unless requested to. We do, however, recommend that you not store items in the property whilst it's being let.

BILLS AND SERVICES

It is our responsibility to notify the authorities and service suppliers of tenancy changes and take meter readings. It is the tenant's responsibility to pay these charges, for council tax, water, electricity and gas. They are entitled to change suppliers for gas and electric.

CLEANING

it is important that the property is thoroughly clean before the tenants move in. We advise investing in a professional cleaning service, and if possible, tidy the garden. This should be done whether the property is furnished or unfurnished, and in either case, we will take an inventory to help us ensure that the tenants meet their obligations.

DEPOSIT/BONDS

It is standard practice that we collect a security deposit from the tenant and hold this in our client account under the

Tenancy Deposit Scheme (TDS) regulations. This is returned to the tenant at the end of the tenancy, and deductions can be made to cover any breaches of the Agreement. We are responsible for holding onto this deposit as a stakeholder, but we are unable to refund all or part of the deposit without the consent of the tenant.

No interest is paid on the deposit, and Let Only deposits are held with the deposit protection service.

Any disputes around the deposit will be dealt with through us as an intermediary, with the aim to settle the dispute with a solution as satisfactory as possible for both parties.

GARDEN AND OUTSIDE AREAS

Tenants are required to keep these areas neat and tidy . However, if the garden has special features, or the maintenance of it is particularly important to the landlord, we suggest that they provide a gardener and include this cost in the rent.

The extent of garden services required by the tenant and/or a hired gardener is negotiable on both sides and we will make the necessary arrangements and monitor the work as part of our services.

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INCOME TAX

The income you receive from letting a property is subject to income tax. HMRC may ask us directly for details of any income we pay you, we are obliged to supply these details. You will also need to include details of the income and allowable expenses when completing your income tax return.

In the case that you live abroad, we will be required by HMRC to pay any tax liability that arises on rent collected by us on your behalf, this will be deducted at the basic rate from rent payments received.

Alternatively, you could potentially be entitled to rental income without tax, we highly recommend looking into acquiring an exemption certificate, and we are happy to advise you on where to obtain the required information.

INVENTORY

Prior to the tenant moving in and upon the tenant vacating the property, a detailed inventory of the property, including a Schedule of Condition, will be taken. Upon, their check-in, the tenant will also be given a fair opportunity to check the inventory, where we can deal with any discrepancies. We will report our findings upon their check-out to you.

INSURANCE

It is always strongly advised that you, as a landlord, assure that the property and it's contents are adequately insured- And advise your insurance company that you are planning to let your property and keep them updated once the tenants are in.

Consequences of not adequately insuring your property could result in the loss of your insurance cover. Also be aware that some Insurance companies provide letting conditions that may affect the eligibility of some tenants. If your insurance company is not willing to insure a rental property, we can point you in the direction of companies that specialise in insurance for the rental market.

LANDLORD OBLIGATIONS

Under our services, we will agree with you provisions on emergency repairs or obtain quotations and organise repairs for you in non-emergency situations. However, it is the landlord's liability to keep the property and services, such as central heating, in line with Section 11 repairing obligations.

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LANDLORD'S PROTECTION INSURANCE AND RENT GUARANTEE

Despite extensive vetting, there is always a risk that a tenant may turn out to be unsatisfactory, which may be due to unforeseen changes in their own circumstances.

We strongly advise that you consider taking out Rent Guarantee Protection against the risks involved, as, whilst court proceedings can be taken to enforce the terms of the tenancy agreement, this is often expensive and it is unlikely that you would be able to recover the full costs that are owed by the tenant.

Policies are available so that your income from rent is not lost in the event of non payment.

LEASEHOLD FLAT AND OTHER PROPERTY

If your property is leasehold, you may need to gain the consent of the freeholder in order to let the property.

LEGAL REGULATIONS

The property must be a safe environment for Tenants, and we will assist you in checking all of the safety aspects of the property before the tenant moves in.

Under current safety regulations it is the Landlord's responsibility to ensure that the gas and electrical systems and appliances in the property are in a safe condition and maintained this way, 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 landlord must also ensure that any appliances included with the letting are safe when the property is let. The law also requires them to repair or replace these should they become defective. Plugs and Sockets regulations also apply and we must ensure that all plugs, leads and sockets are safety checked and correctly fused. Safety instructions should also be provided where any electrical appliances are included.

There are strict safety regulations in relation to the fire resistance of soft furnishings that may be included in the letting. Whilst there are some exemptions, a breach in these regulations can result in criminal proceedings, We are happy to advise you on the appropriate regulations should you be including soft furnishings in the letting.

By law, there must be no non-compliant furniture on any part of the property including the garage and attic.

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By law, all let properties must include at least one smoke detector per floor, an exception being if the building has a full fire alarm system. These detectors must be checked and working when the tenant moves in, but the tenancy agreement places liability on on-going testing on the tenant. All rooms containing a solid fuel burning appliance to have a CO (Carbon Monoxide) detector in that room, and it is recommended a CO detector be installed in every room with a gas appliance.

Working open fireplaces and chimneys must 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 the power to require the landlord to make the property safe, using a system based on whomever may be the most vulnerable person to occupy the property. We will explain how these regulations can affect you and assist in outcomes such as an inspection. We may charge an hourly rate for our assistance with this.

There are legal consequences in letting a property to sharers, we will advise you about what constitutes a residential property in multiple occupation.

MORTGAGED PROPERTY

You may have a mortgage on the property to a building society, bank or other lender. If so, the written consent of the lender must be obtained before you let the property, and this must be included in the mortgage deed.

If your property is mortgaged you should apply for consent yourself, as lenders will not deal with us as Lettings agents in relation to the mortgage, though as always we are happy to help and provide any necessary information. It may be a condition of consent to the letting of the property that your mortgage interest rate is increased. We highly advise for you to approach your mortgage lender at an early stage to estimate and judge the potential financial consequences, also be aware that some lenders charge an administration fee.

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PETS

Our standard tenancy agreement is pet-free, however the tenant is always free to ask the landlord for consent to get a pet, and we advise that every case be considered individually and fairly.

Should consent be given, we may request an extra deposit and may insist on a full carpet clean at the end of the tenancy, with proof that the carpets have been treated for flea infestation.

PROBLEMS WITH THE TENANT

Should a difficulty arise, whether this be non-payment of rent or another broken term of the tenancy agreement, we can help you take steps to enforce a solution, including finding a solicitor to assist in a potential eviction.

We will assist the solicitor with any eviction proceedings, but we would like to assure you that issues such as this rarely take place with the properties currently under our care.

RENT

As letting agents, we will receive rent every month for the month in advance, and account this to you, the landlord, once received and cleared. Please note, there may be some differences in the time rent is received around holiday periods, but most months, rent will be received on the same date/time of month. We cannot be liable for non-payment of rent, and will get late payments to you as soon as we receive and clear them.

We will discuss rent recovery with you and work alongside you to resolve any issues surrounding the non-payment, or consistent late payment, of rent.

RESTRICTIONS ETC. AFFECTING YOUR PROPERTY

Leasehold or freehold, there may still be specific rights or restrictions affecting the property. For example, restricting the types of or size of vehicles on the driveway. You will need to include all of these details in the tenancy agreement.

RIGHT TO RENT

In compliance with the immigration act 2014 (part 3, chapter 1), We check the immigration status of all applicants on your behalf, as this is your responsibility as a landlord, you are also responsible for any further work needed under the Immigration Act.

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ROUTINE VISITS

As your property managers, it is our responsibility to make regular visits on your behalf and inform you of any potential issues.

The main purpose of these visits is to simply check that there are no matters that require your attention, and that the tenant is abiding by the agreement and not damaging the property. We can also provide them with advice on any issues they may be having regarding the property.

We must maintain the tenants right to privacy, and you can only enter the property without their consent. We are also not to comment on the tenants lifestyle or cleaning ability until the property is being adversely affected. Attics and cellars are not checked unless we are instructed to check them.

TENANT INFORMATION

Prior to the tenant moving in, they will be given the necessary details for residing in the property as well as a breakdown of their obligations as tenants and a detailed explanation of our procedures and expectations. This will be available in writing for them to refer to in the future.