

davis &
bowring



Residential Letting and Management Services

www.davis-bowring.co.uk

INFORMATION FOR LANDLORDS

Residential Letting and Management

Davis and Bowring commenced trading in 1942 and now benefits from 70 years of experience, knowledge and expertise in residential lettings and property management.

Our team offers a courteous, friendly and professional service, leaving you in the knowledge that you have entrusted your property into safe hands. Our membership of RICS provides you with peace of mind that our organisation is well run and correctly administered.

We are confident our comprehensive marketing and common sense approach will lead to the occupation of the right tenant in a short period of time.



AS YOUR LETTING AGENT

We can let your property, or let and manage it; we provide a comprehensive service to introduce suitable tenants to your property in the shortest time possible at the maximum rental, taking account of current market trends.

To achieve this we offer the following:-

- **Preparation of brochure information and photographs**
- **Advertising on our comprehensive website and on Rightmove**
- **Erection of a “To Let” board for maximum market coverage**
- **Arrangement of all required safety checks**
- **Arrangement of EPC**
- **Accompanied viewings**
- **Comprehensive referencing and credit checks**
- **Drafting and completion of the Assured Shorthold Tenancy Agreement**
- **Collection, in advance, of the first month’s rent and a deposit**
- **Drafting an inventory and schedule of condition with full photographs**
- **Meter reading and utility provider change over**





WHEN A TENANT IS FOUND

Once a suitable tenant is introduced and terms agreed, your consent subject to references is requested. The initial tenancy term will be agreed, normally between six and twelve months.

References received are forwarded to you for final approval.

You must ensure the property is ready to be let in a clean and tenantable repair with operational fixtures and appliances.

Should you presently reside in the property, please arrange to re-direct mail before you vacate since neither the tenant nor Davis and Bowring can be held responsible for any post which may go astray.

AFTER THE TENANCY COMMENCES

On completion of the letting you will need to consider the management of the property.

You may wish to retain control of the property's ongoing day to day management, collect rent, oversee repair of the property and compliance with safety legislation.

Under the **2004 Housing Act**, from the 6th April 2007, as a landlord you must ensure that you comply with a tenancy deposit scheme.

We will retain the deposit unless you make your own arrangements.

There are three Government-backed schemes: **Deposit Protection Scheme (DPS)**; **MyDeposits** and **The Dispute Service (TDS)**.

You must provide the tenant with all the information of your chosen scheme within 30 days of receiving their deposit.

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You will be responsible for checking the tenants out of the property at the end of the tenancy term, negotiating any damages or dilapidations and arranging the return of the deposit. You will also be responsible for making your case to the arbitrator of the relevant deposit protection scheme, if there is a dispute with regard to the deposit's return.

We will require a copy of the prescribed information on the tenant, confirming in which scheme you have safeguarded the deposit. We have no liability for any loss suffered if you fail to comply.

Needless to say, the administration and legal obligations upon landlords managing themselves is continually increasing and thus you may prefer to utilise Davis and Bowring's services as managing agents.



ONGOING PROPERTY MANAGEMENT

If you wish Davis and Bowring to manage your property whilst tenanted, we would be happy to discuss this further and, if required, tailor a management service to take account of the property and your individual requirements. Our management service should particularly be considered if you live some distance from the property, are travelling abroad or wish to take a more detached role in the day to day running of the tenancy.

As your managing agent, whilst assisting you to ensure that your contractual and statutory obligations to the tenancy are met, we will provide a comprehensive service to manage your property throughout the tenancy term.

We offer the following services:-

- **Rental collection and monthly statement preparation**
- **BACs payment of residual funds**
- **Arrears chasing**
- **Handling tenants' enquiries**
- **Regular inspections**
- **Organisation of property maintenance and repairs**
- **Holding the deposit as stakeholder in accordance with the tenancy deposit scheme regulations and the rules of MyDeposits**
- **Re-negotiating tenancy renewals**
- **Serving notice for possession if required**
- **Overseeing the end of the tenancy arrangements, inventory check and return of the deposit**

GENERAL INFORMATION

DEPOSITS

Davis and Bowring is a member of the tenancy deposit scheme, administered by:

MyDeposits

**Kingmaker House, Station Road, New Barnet
Hertfordshire EN5 1NZ**

Tel: 0844 980 0290

Fax: 0845 634 3403

Email: info@mydeposits.co.uk



If Davis and Bowring is instructed by you to manage the tenancy and to hold the deposit as Stakeholder, we shall do so under the terms of the tenancy deposit scheme. This is explained at www.mydeposits.co.uk.

When we are informed of your preferred tradesmen, we shall employ them provided they are easily contactable and reliable. If any equipment is covered by a specific contract or guarantee, please provide details.

If you would like us to oversee items of annual or one off maintenance (this excludes day to day repairs, for example a new roof), we are able to quote for this work through our Building Contracts Manager.

OVERSEAS LANDLORDS TAX IMPLICATIONS

If you are travelling or residing abroad, the **1995 Finance Act** requires you to apply to the Inland Revenue to receive UK rental income with no tax deducted. Under these circumstances you should consult Inland Revenue booklet IR140.

REPAIR AND MAINTENANCE POLICY

Anything let with the property is repairable at your expense if it simply breaks or fails through wear and tear; unless there is a specific clause in the tenancy agreement at the outset, although these can be offputting for a potential tenant.

If any item breaks down through no fault of the tenant, we shall inform you before we arrange for repair.

Emergency or urgent repairs will be placed in hand at our discretion.

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ENERGY PERFORMANCE CERTIFICATES (EPC)

From 1st October 2008 landlords are required to provide an EPC (which will be valid for 10 years) to any prospective tenants.

The EPC has to be carried out by an accredited energy assessor and will give information about:

- **Suggested improvements (such as loft insulation)**
- **The approximate cost of suggested improvements**
- **Possible cost savings per year if the suggested improvements are made**

If you would like us to arrange an EPC for you we can undertake this at a cost of £70.00 plus VAT.

There is a fixed penalty for failing to provide an EPC or not making one available when required.

SAFETY LEGISLATION AND CHECKS

We can arrange all of the required safety checks on your property, or you can do so and supply us with copies of the certificates.

For management clients we provide an ongoing service to cover the length of the tenancy as some checks are annual.

For letting clients, it is your responsibility to provide ongoing continuous cover, unless you instruct us otherwise.

ELECTRICAL EQUIPMENT (SAFETY) REGULATIONS 1994

These require that the electrical supply and any electrical appliances supplied by a landlord for a residential tenanted property must be safe.

The landlord's statutory duty of care obligations require that the electrical supply should be checked regularly and an electrical installation report prepared every five years unless the engineer providing the report suggests that this should be carried out with greater frequency. Any recommendations should also be actioned.

The landlord also has a statutory duty of care to ensure that all electrical equipment supplied is annually checked and an appropriate portable appliance test and report completed. The safe use of appliances also requires the appropriate instruction booklets to be provided for each and every electrical item/appliance provided.

Any unsafe items should be removed or replaced.

From 1st January 1997 all electrical equipment bought new and supplied in rented accommodation must be marked with the appropriate CE symbol. Appliances covered by the regulations include such items as cookers, kettles, toasters, electric blankets, washing machines, dishwashers, microwaves, immersion heaters, fridges, freezers, electric fires, fan heaters, extractor fans and irons.



PLUGS AND SOCKETS SAFETY

As part of the **Consumer Protection Act**, the **Plugs and Sockets Safety Regulations** defines the standard of plugs, sockets, adaptors and extensions to appliances in all rented properties.

FURNITURE REGULATIONS

When renting out accommodation, which includes furniture and furnishings, the following legislation applies:

- **The Furniture and Furnished (Fire) (Safety) (Amendment) Regulations 1993**
- **The Furniture and Furnishings (Fire) (Safety) Regulations 1988**
- **Consumer Protection Act 1987**

It is an offence to supply furniture in a rental property, which does not comply with these regulations. Essentially it covers all upholstery and upholstered furnishings, including loose fittings and permanent or loose covers. The regulations do not apply to duvets, sleeping bags, bed clothes, curtains and carpets. These must comply with the cigarette, match and ignitability tests which measure the flame retardant qualities of the furnishings.

Section 46 of the Consumer Protection Act 1987 states that where furnishings are hired, loaned or given to tenants in association with a letting agreement then such action amounts to a "supply" and is therefore under the jurisdiction of the 1988 and 1993 regulations. A landlord can be held liable if there is a breach of the regulations inadvertently or otherwise. Failure to comply with the regulations can result in a fine, imprisonment or both.

You should check all furnishings compatibility with the manufacturer or supplier and remove and if necessary replace any furniture that does not comply.



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GAS APPLIANCES

Carbon monoxide can kill, without warning, in a matter of hours. You can't see it, taste it or even smell it. You are most vulnerable to carbon monoxide poisoning when you are asleep.

It is produced when gas does not properly burn from appliances.

Your tenants are at risk of carbon monoxide poisoning if:-

- **An appliance was poorly installed or is not working properly**
- **An appliance has not been regularly serviced (at least annually)**
- **There is not enough fresh air in the room**
- **The flue or chimney becomes blocked**
- **Unqualified engineers install or service the appliances**

The Gas Safety (Installation and Use) Regulations 1994

places a duty on landlords to ensure that:

- **All work carried out on gas appliances must be by companies/engineers registered with The Gas Safe Register**
- **By law, landlords are responsible for ensuring that appliances are maintained in good order and are checked for safety at least every 12 months**
- **Any interested party is provided with a copy of the Landlord's Gas Safety Record**

NOTE The regulations cover all appliances and all types of gas i.e. Mains, Propane or Calor. It is recommended that you fit audible carbon monoxide detectors (at least one per floor).

The Gas Appliances (Safety) Regulations 1995 and **Gas Cooking Appliances (Safety) Regulations 1989** govern the supply of new and second-hand gas appliances.

The Gas Catalytic Heaters (Safety) Regulations 1984 prohibits the supply of those heaters that contain asbestos.

Open Fire / Stove Safety We recommend that you have flues swept prior to the commencement of the tenancy. It is then the responsibility of the tenant for the duration of the term. We ask for proof that this has been undertaken.



SMOKE ALARMS

The 1991 Smoke Detectors Act made provision for the mandatory fitting of mains powered alarms in new residential buildings with the minimum requirement being one smoke alarm on each level.

Although the **Smoke Detectors Act** only applies to new buildings, the absence of smoke alarms in existing tenanted property would in all probability not meet the "duty of care" that might be reasonably expected of the landlord. Landlords currently run the risk of prosecution for failing to have smoke alarms if a tenant is injured or killed in a domestic fire. Furthermore, even if the landlord has opted to have smoke alarms in their property they could be sued if the alarm is incorrectly installed/located, if there are not enough smoke alarms required for the property, or if the smoke alarm is damaged in any way.

The duty rests clearly with the landlord. Landlords are obliged to keep all mains appliances in good repair and working order. Once installed, the tenant is responsible for keeping a working battery in place.

GENERAL SAFETY

The General Product Safety Regulations 1994 define general safety principles by which all goods supplied in the course of business must comply.

For example, provide information supplied with any appliance, fixture or fitting as, if it concerns the safe use of the item supplied, the tenant should be issued with a copy.

Any equipment supplied for babies should have very specific standards and comply with the variety of BS standards applying to this type of equipment.

Care should be taken to ensure that all electric heaters with open metal elements, electric heaters with silicone covered elements, and gas and oil heaters, which are supplied in a tenancy, should be fitted with the safety cover required by **The Heating Appliance (Fire Guards) (Safety) Regulations 1991**. Paraffin or oil heaters supplied should be compliant with the **Oil Heaters (Safety) Regulations 1997**.

Care should also be taken to ensure that all bunk beds, cabin beds and any sleeping surface over 800 mm above the floor, conform with **The Bunk Bed (Entrapment Hazards) (Safety) Regulations 1987**.



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Housing Health and Safety Rating System (HHSRS) is part of the 2004 Housing Act, and is a system for assessing the health and safety risks within a dwelling. Residential premises should provide a safe and healthy environment for potential occupiers/visitors. The **HHSRS** is a risk assessment process covering key health and safety risks of residential dwellings. Further information on landlord's responsibilities is available from www.communities.gov.uk. The legislation deals with 29 hazards including: dampness, excessive heat/cold, pollutants (eg: asbestos, carbon monoxide and lead), lack of security or lighting, excessive noise, poor hygiene, sanitation or water supply, accidents and structural collapse.



MONEY LAUNDERING REGULATIONS 2003

As these regulations cover the practices of all estate agents, we will follow the RICS guidelines on verifying the identity of all new clients.

OBTAINING CONSENTS

It is important that you gain authority from your mortgage company to let your property as per **The Accommodation Agencies Act 1953** and, if your property is leasehold, similar consent may be required from your head lessor or freeholder. You should arrange to check your mortgage or lease before letting your property.

INSURANCE

During the period of the tenancy it will be necessary for you to advise your insurers of the change of status and to continue to insure your rented property adequately for buildings and contents risks.

RENT GUARANTEE SCHEMES AND LEGAL EXPENSES INSURANCE

Davis and Bowring are approved agents for Homelet, who offer a variety of insurance schemes geared for landlords of residential property. These include building insurance, contents insurance, legal expenses and rent guarantee schemes. Further information is available.

THIRD PARTY LIABILITY INSURANCE

Many landlords take Third Party Liability Insurance to cover any claim made by a tenant or anyone who might be affected by a defect which results in danger or personal injury.

END OF TENANCY PROCEDURE

If instructed on a full management basis, we handle this for you. We serve Notice (or receive it from the tenant), carry out the final inspection, handle any dilapidations and return the deposit. If you have been managing the property yourself, but would like us to do this, we can work on an hourly basis.

LETTING ONLY

After the tenant is signed up, we then pass the management over to you.

At any point during the tenancy or as it draws to a close, should you wish to seek our advice, we would be pleased to assist on an hourly rate which we will agree with you.

For fees, please see the Letting and Management Agreement.



