



# Information For Landlords

**Homes for Wells**

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## Information for Landlords

Outlined below are Homes for Wells basic formats for letting residential properties. However, we maintain a flexible attitude and are generally able to adapt to Landlords suggestions or requirements.

Landlords must furnish HfW with a full specification of the property including the proposed rent. The rent for the initial period, and following any review, must be deemed 'affordable' by HfW and agreement on this will be sought with the Landlord.

### Tenancy Details

New Tenancies will be for a minimum period of 6 months, under an Assured Shorthold Agreement. If you do not wish to renew the Tenancy beyond the initial period, you must inform Homes for Wells and the tenant at least 2 months before the end of the Tenancy, as the tenant must be given 2 months notice, from the rent date, to vacate. The Tenant may either vacate at the end of the initial period or request to stay on.

After the initial 6 month period, a Statutory Periodic Tenancy will apply, whereby the Tenant remains in the Property under the terms of the original Agreement. Should the Tenant wish to vacate, he may do so by giving 1 months notice from the rent date. If the Landlord requires possession of the property, we will issue a Notice Requiring Possession to the Tenant, giving 2 months notice from the rent date.

### Tenant Finding Only

Applicants are accepted on the HfW accommodation list subject to fulfilling the following criteria.

Applications are invited from **Keyworkers\*** or people who live in Wells, Warham, Wighton, Holkham or Stiffkey (on a full time basis for the past 5 years or for 5 years full time in the past). Applications are prioritised according to suitability to the property on offer, connection and service to the community.

*\*A Homes for Wells Keyworker is a person in an occupation or working in a voluntary capacity who provides an essential service to the community of Wells, Warham, Wighton, Holkham and Stiffkey, who due to low wages needs help to find housing. Key Workers are assisted in accessing housing because if they cannot afford housing locally they will move, leaving essential services understaffed.*

When a property becomes available, if required, HfW will consult the VOA Rent Register, a public document which details all recently registered rents on similar properties in a similar locality. An affordable rent will then be agreed between HfW and the Landlord. Homes for Wells holds a database of applicants that have fulfilled the criteria stipulated by the Society and once a rent has been agreed will recommend an applicant(s) from their list, to the landlord, for approval. The Landlord is only likely to refuse a recommendation if they have good reason.

Once a suitable applicant has been agreed upon HfW will arrange for the tenants to be independently referenced. It will be the Landlords responsibility to manage the tenancy, to include maintenance, adhering to current safety requirements and rent collection along with preparing the tenancy agreement and inventory plus managing the holding deposit in accordance with the latest regulations and supply a current Energy Performance Certificate.

Alternatively HfW can organise: tenancy agreements, EPC's, inventories, arrange gas/electric safety certificates and manage the holding deposit (see page 8 Landlords Costs).

### **Properties Managed by Homes for Wells**

We will undertake to: allocate a suitable tenant (see above). Arrange for the property to be independently valued by The Rent Service and agree an affordable rent between HfW and the Landlord. Obtain full references prior to the tenant taking occupation plus request a deposit, usually equal to 1 months rent, from the Tenant (in cleared funds). HfW will collect the rent monthly and account to the Landlord for this on a monthly basis with net rental monies paid directly to the Landlords as previously agreed.

During the tenancy we will carry out periodic inspection visits. Should these bring to light any maintenance issues (caused by general wear and tear), we will oversee and arrange any necessary work to be carried out up to the value of £200. Repairs, amounting to in excess of this amount, will only be carried out, following consultation with the Landlord. Minor repairs will be recovered from the monthly rental income.

Towards the end of the tenancy HfW will liaise with the tenant and should they not wish to continue with the agreement, arrange to check them out.

If required, for an additional charge, HfW will prepare the tenancy agreement (see list of Landlords charges) plus arrange for an inventory and schedule of condition to be prepared. This will record all furniture, fixtures and fittings along with their condition in written and photographic form. The tenant will subsequently be checked in against the inventory and sign to agree.

HfW, if requested, will arrange for annual Gas and Electrical Safety Inspections to be carried out in accordance with regulations and obtain the relevant safety certificates. The cost for these safety checks are to be paid for by the Landlord.

HfW, if requested, will arrange for an Energy Performance Certificate to be carried out by an accredited energy assessor. The cost for the EPC is to be paid for by the Landlord.

There will be a monthly management fee charged throughout the tenancy. The Landlord will pay for all disbursements repairs, certificates etc separately. These costs will be deducted from the gross monthly rental.

### **Properties Let, Managed and Maintained by Homes for Wells**

On occasion a Landlord may, very generously, decide to allow HfW not only to allocate a suitable tenant but also to receive the full monthly rental from the property.

In this situation Homes for Wells will undertake to fully manage the property plus cover the cost of an EPC (if required), gas/electrical safety checks and all repairs caused by general wear and tear.

Any major works will be the subject of discussion with the Landlord as obviously HfW cannot pay for these.

## Preparing the Property

### General Condition

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 Landlords expense unless misuse can be established. Interior decorations should be in good condition and preferably plain, light and neutral.

### Furnishings

We would recommend that accommodation is unfurnished but should you wish to furnish the property we would suggest that you leave only minimum furnishings, and these should be of reasonable quality. A list of recommended items is detailed over. If you are still unsure about certain items we will be able to advise.

### Personal items, ornaments etc.

Personal possessions, ornaments, pictures, books etc should be removed from the premises especially those of real or sentimental value. Some items may be boxed, sealed and stored in the loft at the owner's risk. All cupboards and shelf space should be left clear for the Tenant's own use.

### 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, provided they are left the necessary tools. However, few tenants are experienced gardeners, and if you value your garden, or if it is particularly large, you may wish us to arrange visits by a regular gardener.

### Cleaning

At the commencement of the tenancy the property must be in a thoroughly clean condition, and at the end of each tenancy it is the Tenants' responsibility to leave the property in a similar condition. Where they fail to do so, cleaning should be arranged at their expense and deducted from the holding deposit.

### Information for the Tenant

It is helpful if you leave information for the Tenant, e.g. on operating the central heating and hot water system, washing machine etc and alarm system, and the day refuse is collected etc.

### Keys

You should provide one set of keys for each tenant plus a set for HfW, if managing the property on your behalf.

### Energy Performance Certificate

All properties available for rental from 1 October 2008 will require an EPC. When buildings are to be rented out, the EPC and recommendation report must be made available free of charge by a landlord to a prospective tenant before entering into a contract. An EPC for rented property is valid for ten years.

The only person who is able to produce an Energy Performance Certificate is an accredited energy assessor. Further information can be found by visiting: [www.direct.gov.uk/epc](http://www.direct.gov.uk/epc)

### **Mortgage**

If your property is mortgaged, you should obtain your mortgagee's written consent to the letting. They may require additional clauses in the tenancy agreement of which you must inform us.

### **Leaseholds**

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

### **Insurance**

You should ensure that you are suitably covered for letting under both your buildings and contents insurance. Failure to inform your insurers may invalidate your policies. We can advise on Landlords Legal Protection, Rent Guarantee Cover and Landlords Contents and Buildings Insurance, if required.

### **Deposits**

Deposits are usually equal to 1 months rent and should be received in cleared funds prior to the tenant moving into the property. Deposits are held as a safeguard against dilapidations and unpaid rent. It is refundable to the Tenant at the end of a Tenancy providing the condition of the Property is in order and the rent is not in arrears.

At the end of the Tenancy, in the event of dilapidations amounting to a sum in excess of the deposit held, Homes for Wells accepts no responsibility for the shortfall, nor can we accept responsibility for any legal costs in connection with any action brought against the Tenant.

For all Tenancies since April 2007, deposits must be lodged with a Government approved deposit protection scheme designed to safeguard deposits and to help resolve disputes between Landlords and Tenants. Homes for Wells uses The Deposit Protection Service although the Government has awarded contracts to three companies in total.

### **Bills and regular outgoings**

We recommend that you arrange for regular outgoings eg service charges, maintenance contracts etc to be paid by standing order or direct debit. However, where HfW are managing a property on your behalf, by prior written agreement we may make payment of certain bills on your behalf, provided such bills are received in your name at our office.

### **Council tax and utility accounts**

Landlords should make the necessary arrangements to transfer Council Tax and utility accounts to the Tenant and to ensure meter readings are taken on commencement and termination of any tenancy. This will allow closing of the gas, electricity and water and accounts to be drawn up. British Telecom will require instructions directly from both the Landlord and the Tenant.

## **Housing Benefit Payments**

Landlords accepting a Tenant in receipt of Housing Benefit should be aware that:

the amount of Housing Benefit paid will depend on the Tenant's entitlement to Benefit and the valuation placed on the Property by the Council's Rent Officer. It is the responsibility of the Tenant to make up the shortfall should the Housing Benefit fall below the rent due.

If Homes for Wells receives a repayment demand from the Local Authority, which has been passed to the Landlord, the Landlord will be responsible for repaying Homes for Wells the amount being demanded.

## **Income Tax**

When resident in the UK, it is entirely the Landlords responsibility to inform the Inland Revenue of rental income received, and to pay any tax due.

## **Inventory**

It is advised that Landlords prepare an inventory of contents and schedule of condition, in order to avoid misunderstanding or dispute at the end of a tenancy. Without such safeguards, it will be impossible for the Landlord to prove any loss, damage or significant deterioration of the property or contents. HFW will produce a written and photographic inventory on all properties managed by the society.

## **Legal Representation**

Homes for Wells are not qualified under any circumstances to give any legal advice whatsoever regarding any disputes, problems, and breach of contract or any associated difficulties. In such circumstances, we therefore strongly recommend that you seek the advice of a qualified Solicitor. The extent of our involvement in these legal matters is only as a court witness.

## Important Safety Requirements

The following requirements are the responsibility of the owner (Landlord).

### Health and Safety – Gas

Landlords have specific legal responsibilities to their tenants when it comes to gas safety

#### Understanding the law for rental accommodation

If you are a landlord letting a property equipped with gas appliances you need to understand and comply with the law relating to gas safety.

If you let a property, you must make sure that pipe work, appliances and flues provided for tenants are maintained in a safe condition. You need to have a gas safety check **every year**. A Gas Safe registered engineer must carry out the safety check in your properties in Great Britain and the Isle of Man. You must give your tenants a copy of the gas safety certificate within 28 days of it being carried out or before they move in.

You are also obliged to show your tenants how they can turn off the gas supply in the event of a gas leak.

#### Annual checks

As a landlord, you are legally responsible for making sure that a Gas Safe registered engineer checks the gas appliances in your rental properties every 12 months and gives you copies of the gas safety certificates.

#### Gas safety certificates

When your Gas Safe registered engineer has checked the gas appliances in your rental property they will give you a gas safety certificate. This certificate confirms the gas appliances have been checked and are safe.

You must give your tenant a copy of these gas safety certificates within 28 days of the checks being done, or give a copy of the gas safety certificate to a new tenant before they move in.

Remember, you must keep a record of each safety check for two years.

### Health and Safety – Electrical

Landlords have an obligation to ensure that the supply and maintenance of electrical equipment in the property is “safe”, and not dangerous. This is to minimise the risk of injury, death or of damage to property. Landlords who provide any electrical appliances (cookers, kettles, toasters, washing machines, immersion heaters, etc) as part of the tenancy, the Electrical Equipment (Safety) Regulations 1994 requires that you ensure the appliances are safe to use when first supplied.

A qualified electrical engineer should carry out a check of the electrical wiring and any appliances prior to the start of any tenancy or every three years, whichever is less. The Landlord should make a visual check in between.

### Maintenance

Any equipment or appliances or hard wiring identified as being potentially unsafe or showing obvious defects should be immediately repaired or removed and replaced.

## **Records**

Full records must be kept for at least 2 years and if any defects are found remedial action should be taken immediately.

## **Copies to tenants**

A copy of the safety certificate issued by the engineer must be given to each new tenant before their tenancy commences, or to each existing tenant within 28 days of the check being carried out.

## **Heating**

All central heating systems should be serviced annually by a qualified engineer and any defects found should be dealt with immediately.

Oil Fired Boilers should be serviced by an OFTEC registered engineer and Gas Fired Boilers by a CORGI registered engineer, annually.

All chimneys in regular use must be swept annually.

## **Consumer Protection – Fire**

The Furniture and Furnishings (Fire) (Safety) Regulations 1988 (amended 1989 & 1993) provide that specified items supplied in the course of letting property must meet minimum fire resistance standards. The regulations apply to all upholstered furniture, beds, headboards and mattresses, sofa-beds, futons and other convertibles, nursery furniture, garden furniture suitable for use in a dwelling, scatter cushions, pillows and non-original covers for furniture. They do not apply to antique furniture or furniture made before 1950, bedcovers including duvets, loose covers for mattresses, pillowcases, curtains, carpets or sleeping bags.

Items which comply will have a suitable permanent label attached. Non-compliant items must be removed before a tenancy commences.

## **Smoke Alarms**

All properties built since June 1992 must have been fitted with mains powered smoke detector alarms from new. On older properties the common law 'duty of care' means that Landlords could be liable should a fire cause injury or damage in a tenanted property where smoke alarms are not fitted. In light of this it is essential that Landlords ensure at least one working smoke alarm is installed on each floor (in the hall and landing areas)

## **Carbon Monoxide Alarms**

Carbon Monoxide fumes can be produced by the combustion of any fossil fuel. It is essential therefore that landlords' remember they have a duty of care to ensure the regular maintenance and repair of oil fired and solid fuel heating systems. We would strongly recommend where there are appliances using solid fuel (gas, oil, coal etc), in the property, that a suitable Carbon Monoxide detector is also fitted in accordance with the manufactures instructions.

# Homes for Wells

## Landlord Costs

Item	Cost
Providing a tenant	Free of charge
Tenant Referencing (if required)	Maras Reference paid for by HfW
Preparing and supplying tenancy agreement. (Tenancy agreements are offered in good faith but without responsibility and Landlords should consult their own solicitor with any queries.)	£50.00
Property Management (if required)	7% of monthly rent
Inventory (written and photographic) (if required)	£50.00 (2 bed, kitchen, living room, bathroom plus exterior). £10.00 for every additional room.
Gas/Electrical Safety Checks (if required)	Charged at cost
Energy Performance Certificate (if required)	Charged at cost
Periodic Inspection Report (PIR) (if required)	Charged at cost

## Tenant Costs

Item	Cost
Deposit	One months rent (refundable at end of tenancy assuming no damage etc to property)
Rent	Payable 1 month in advance

eg: for a property with a rent of £400 per month a single prospective tenant would need to

Deposit	£400.00
Rent in advance	£400.00
<b>TOTAL</b>	<b>£800.00</b>

*VAT will be charged at the standard rate, if applicable*