

hunters for homes

Property Management Services

Letting & Property Management Guide

Hunters For Homes Property Management Services are a dedicated property management and lettings company and our qualified, experienced staff are trained to deal with all aspects of the letting industry.

For your peace of mind

We are members of The National Approved Letting Scheme (NALS), an accreditation scheme for letting and management agents offering peace of mind to landlords and tenants in knowing that they are dealing with a firm which agrees to meet defined standards of customer service, together with having in place the necessary insurances to protect clients' money, plus a customer complaints procedure offering independent redress.

Preparing to let your property

We can advise you on the appropriate market rental value of your property and, following receipt of the signed terms of business, we will commence marketing.

We recommend that any redecoration or refurbishment should be completed before we start to show people around your property. We also advise that the property be cleared of personal effects and professional cleaning be completed to prepare the property for occupation.

Consent to let

It may be necessary for you to obtain the permission of your mortgage lender, superior Landlord or insurance company in order to let the property and copies of such written consents should be made available on request. If the property is leasehold, a copy of the superior lease must be provided.

As the Landlord, you certify that should the property be the subject of a mortgage agreement, prior permission has been sought and obtained from the mortgage lender (and that you have a copy of this authorisation which you are willing to produce on request) for the letting of the property.

Marketing your property

When instructed, your property details would be posted immediately on our website, www.huntersforhomes.co.uk and the UK's number one property website, www.rightmove.co.uk, which receives over four million rental searches every month, guaranteeing your property the widest possible exposure. Your property would also be included in our prominent half / full page colour weekly advertisements in the property section of the main local newspaper, and also in house in our centrally located Falmouth office.

Referencing a tenant

Once we have found a tenant and a rent has been agreed, the tenant will be asked to complete an application form and the appropriate references will be obtained through a reputable credit agency. References will be checked and upon receipt of a suitable response, the relevant tenancy documentation will be prepared.

The Tenancy Agreement

This document is an agreement between you and your tenant that is legally binding for your protection. A bespoke document will be prepared that is relevant to your particular let and you must familiarise yourself with its contents.

If you are unsure of the contents, or have areas of concern, it is recommended that independent legal advice should be taken.

Inventories & check in/out procedure

It is vital that a schedule of the property, its contents and their respective condition is available before a Tenancy starts. Our inventory clerk will compile this document, which will be used to check your tenant into and out of the property.

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The Housing Act 2004 has developed Tenancy Deposit Schemes to ensure that the deposits held are protected and the Deposit Schemes also aim to resolve any disputes that may arise at the end of a Tenancy swiftly and impartially. We reserve the right to arrange this service on your behalf and make the relevant monetary deduction.

Deposits / Check out

A deposit will be collected by us as per the terms of the tenancy agreement. The deposit will be returned to the tenant upon written agreement between the Landlord & Tenant following the check out at the end of the Tenancy. It is the responsibility of the landlord and tenant to reach an agreement regarding the return of the deposit and funds cannot be released to either party without such an agreement.

****If you decide to protect the Deposit you must specify to us prior to the start of the Tenancy under which of the Tenancy Deposit Protection Schemes the Deposit will be covered. If the Deposit is to be covered by either of the insurance based schemes you must provide proof of membership, together with a copy of the relevant insurance policy before the Deposit can be released. If the Deposit is to be sent to the custodial scheme we will forward the Deposit to the DPS and register the details of the Tenancy on your behalf OR give you a cheque for the amount of the Deposit made payable to the Deposit Protection Scheme for you to forward within nine days. We cannot act on your behalf in any matter relating to the deposit if you choose to protect the deposit yourself.****

Houses in multiple occupation (HMO) & housing health & safety rating system (HHSRS)

Some properties are designated as HMO's and in addition, some HMO's will require licensing. If your property is classed a HMO and requires a license in order to comply with the Housing Act 2004, a copy will need to be supplied to enable a let to proceed. The Housing Act 2004 also states that it is the owner / Landlord's responsibility to ensure that their property is in a suitable condition to let. Please feel free to speak to a member of our lettings staff who can advise you.

Taxation Issues

There are certain taxation issues that relate to the rental of the property particularly in respect of overseas landlords and buy to let investments. Whatever your circumstances, please refer to the Inland Revenue or your accountant for clarification on these issues and how they are relevant to your own personal situation.

In the event that the Landlord(s) takes up residence outside of the United Kingdom, then in accordance with the Finance Act 1995, a deduction in respect of Income Tax will be made until a valid exemption certificate is obtained from The Inland Revenue and lodged with us. Please note that it is the Landlord's responsibility to provide us with a tax exemption certificate from the Inland Revenue if you are residing abroad during the Tenancy. If we are not in receipt of this certificate we will be obliged to deduct the appropriate amount of tax at source and forward it to the Inland Revenue.

Insurance

You the Landlord(s) agree to ensure that there is adequate insurance cover in force in respect of buildings and contents, if applicable (including but not limited to Occupier's Liability cover and Third Party Risks) and that the insurer is aware that the property is available for letting. You agree to notify your insurance company of the date of occupancy and to maintain the policies up to date. In addition, if the tenant is claiming housing benefit the insurer must be made aware of this fact. We will not accept responsibility if problems arise due to your being in breach of any of the above requirements.

We will not act on your behalf should you need to make any claim on your insurance.

Most insurance policies will lapse if a property is left uninhabited. It is therefore advisable that you check with your insurance company in order to ensure that you comply with their policy requirements.

Legal services

Whilst we are on hand to offer you support and advice throughout the tenancy, in the event that legal action is deemed necessary, you will be responsible for instructing your own solicitor and for the settlement of any costs incurred in the issue of proceedings.

We will be happy to recommend a suitable firm on request.

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Possession notices

We can arrange to serve notice on your tenant to end the tenancy (subject to the terms of the tenancy agreement) and upon your written instruction. You will need to seek independent advice in respect of any action you wish to take under Section 8 or related litigation. Information on Section 8 Notices will be available on request.

We will not be responsible for any legal action that may ensue between you and your tenant at any stage during or following the tenancy.

Money laundering

In accordance with legislation, it is now a mandatory requirement that we verify the identity of all clients. Your cooperation and assistance with this is appreciated and we will endeavor to keep the process as simple as possible.

Safety Issues

You agree and understand that we cannot allow tenant(s) to take occupancy of a property until the correct safety certificates have been issued and the following items checked for suitability & safety.

The furniture and furnishing (fire)(safety) regulations 1988 as amended.

This includes soft furnishing such as mattresses, padded headboards, bed bases, sofas, armchairs, cushions, etc. Exemptions: furniture/furnishing manufactured before 1950 and after 1989.

How will you know whether the furniture complies?

There should be labels attached.

What if there are no labels?

You must provide proof of the date of purchase.

You cannot avoid the Regulation by selling, giving or leaving the furniture for tenants. This is considered as supplying. Non-compliance can mean that you will be found guilty of a criminal offence and face a fine, imprisonment or both.

Gas safety (installation and use) regulations 1998

The approved code of practice provides practical advice & guidance on how to comply with the new regulations and is particularly relevant to Landlords. If there are gas appliances in the property they must be checked for safety once a year. The checks must be carried out by a competent installer registered with the Council for Regular Gas Installers (CORGI). A Corgi registered engineer must provide a full Landlords Safety Report (LSR) on an annual basis. The Gas Safety Report must be kept for at least two years. The tenant must be given a copy of the report within twenty eight days of the inspection being carried out and in the case of a new tenancy the tenant must be given a copy at the time they take occupancy. You agree that if we arrange these checks on your behalf during the tenancy the costs will be in addition to the Management fee and will be deducted from a rental payment to you. (Please note that the LSR reports are a legal requirement and cannot be confused with maintenance contracts that you may have on your gas appliances). It is important that you check the report when receiving it from a Corgi contractor to ensure that all gas appliances are listed on the report and that they have been passed as safe. Any recommended remedial works should be carried out before the start of the tenancy or immediately if carried out during a tenancy and you agree to pay for such works as necessary.

Electrical equipment (safety) regulations 1994

Although there is no mandatory requirement to undergo regular testing a constant duty of care remains. All appliances supplied to a let property must be safe. This applies to both new and second-hand appliances and covers all electrical items supplied for the use of the tenants and includes such fixed appliances as cookers, showers & immersion heaters. All plugs must conform to British Standards 1363 with insulated pins & be correctly fused. All portable appliances must be tested by an appropriately qualified electrician using the correct test equipment. We insist that in the interests of good practice such tests must be carried out every 24 months.

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All appliances tested should carry a label showing a unique serial test number & the next due test date. You hereby agree for these checks to be carried out prior to any initial Tenancy and on a biannual basis thereafter by a registered electrician. A full PAT inspection report will be provided. The cost for this inspection will be in addition to the management fee and will be deducted from a rental payment to you. Any works required as a result of these inspections i.e. remedial work that if not attended to could endanger the tenants must be carried out. You agree to pay for such works as necessary. You certify that, to the best of your knowledge, the wiring in the building itself meets all electrical and fire safety regulations. You must notify us if you are aware of any possible fault, and arrange for a fixed wiring check to be carried out accordingly.

Building regulations (smoke alarm) 1991

The above regulations make it mandatory to fit mains-powered smoke alarms in new residential buildings – one on each floor. Whilst it is not a new requirement in older properties it is recommended that at least two smoke alarms be installed in all instances. You agree that you are responsible for ensuring that they are fully functional and fitted with new batteries before a new tenant(s) occupies the property.

This information on safety and safety measures is for your guidance but is not exhaustive. Nothing in these notes or information shall limit or modify your responsibility to the tenant(s).

FAILURE TO COMPLY WITH SAFETY REGULATIONS

Failure to comply with safety regulations may constitute a criminal offence under the 'Consumer Protection Act 1987', which carries a maximum penalty on summary conviction of a £5,000.00 fine and/or 6 months imprisonment. Landlords & letting agents could in addition be sued in Civil Law under 'DUTY OF CARE' for failure to ensure the tenants safety and face punitive damages. (The local authority trading standards office enforce these regulations).

The above regulations are subject to change and you the Landlord(s) accept responsibility for ensuring that any amendments to either existing legislation or conditions made mandatory by new legislation are fully met. You accept that we have the right to have mandatory work and/or inspections undertaken at the property if you fail to comply with any act of legislation affecting the property. You also agree that this does not make us ultimately responsible for arranging the necessary works and you agree to meet all costs incurred ensuring the tenancy complies with legislation.

Rent arrears

Where we are processing the rent and the payments are late or the account becomes in arrears, we will issue reminder letters to your tenant(s) at the following stages: 3-5 and 7-14 working days after the due date. After 14 days a final reminder is sent advising the tenant that legal action may be taken. Wherever possible, the tenant will also be contacted by telephone and/or in person

At this time, we will contact you to discuss the situation and your options, and ask for your instructions. If you decide to consult a solicitor, we can recommend a suitable firm on request. Should you take such action, we will assist you where possible, but once a solicitor has been instructed we will take no further action.

Full management service

The following can be dealt with on your behalf under our full management service:

- Free market appraisal
- Marketing your property to prospective tenants
- Negotiating the tenancy terms
- Referencing your tenant
- Preparing and arranging the signing of the tenancy agreement on your behalf as your agent
- Collecting the initial rent and deposit prior to the commencement of the tenancy

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- *Collection & forwarding of rents paid. Please note that six clear working days have to be allowed for rental payments to clear before transferring monies to a client/s bank account.*
- *Registration of the Landlord(s) and Tenant(s) details to the relevant Deposit Protection Scheme within the terms specified by the relevant Deposit Protection Scheme.*
- *Registration or forwarding (where applicable) of all Deposit monies collected within the terms specified by the relevant Deposit Protection Scheme within the terms specified by the relevant Deposit Protection Scheme.*
- *Regular statements of rent*
- *Being the point of contact for you and your tenant throughout the tenancy*
- *Dealing with maintenance issues (subject to the appropriate funds being available)*
- *Dealing with any initial arrears*
- *Arranging the renewal / extensions of Tenancies*
- *Arranging the preparation of the inventory and check in (at additional cost)*
- *Tenancy inspections, whilst tenanted – to assess the general condition and decorative state of the tenanted property, (lofts, garages, out buildings and basements not included unless classed as formal living accommodation under Building Regulations), will be carried out once during the initial six months of the tenancy & if the tenancy continues or is extended at appropriate intervals thereafter.*
- *Arranging of the Gas Safety inspections (renewals)*
- *Arranging of the Portable Appliance Testing (renewals)*
- *Notifying the relevant utility companies and local authority on change of occupier*
- *Service of relevant possession Notice (on written request)*
- *Arranging the check out, including inventory check and compilation of report if necessary*
- *Assisting in any required negotiations regarding deductions from the deposit*

Pre-letting service

If you require work to your property prior to finding a tenant, we can offer a pre-letting service to help and assist in the preparation of the property for letting, at an additional cost.

This service includes:

- *Initial Gas Safety Check*
- *Initial Electrical Safety Check*

These services are all subject to the fees outlined in the Letting and Property Management Guide and the Terms of Business.