

LANDLORD INFORMATION PACK

Many thanks for your enquiry regarding landlord services with Crew Lettings Ltd. We are a local independent agent that can provide options for landlords from tenant find to fully managed services.

There are a few things to consider when renting out a property and we will guide you through the process from start to finish.

I have enclosed a little information relating to renting your property that you should familiarise yourself with and a little information about Crew Lettings Ltd. Our fees are outlined in the Landlord Letting Instruction document. If it is something you are interested in - please call in or contact us on 01283 617417 we will be more than happy to help.

Kind regards

Ricky Ayling
Crew Lettings Ltd



A Simple Guide to Property Standards for Landlords

Here is a quick guide to basic requirements when renting your property out.

Legal Basics

1. If the property has any mains gas appliances you must have a Gas Safety Certificate which is less than 12 months old when you let it and renewed every year.
1. You must (unless taking a lodger) have (or have commissioned) an Energy Performance Certificate.
2. Any upholstered furniture or soft furnishings left in the property must comply with The Furniture and Furnishings (Fire Safety) Regulations 1988 and the relevant label be attached to the furnishings.
3. Smoke Alarms must be fitted on each floor.
4. Carbon Monoxide alarms must be fitted if the property uses solid fuel.
5. Have a current Electrical Installation Condition Report.

Property Conditions

As a Landlord you are responsible for repairs to the structure of the building including the roof, windows, drains and gutters, repairs to baths, sinks, toilets, heating appliances, hot water system and for general building maintenance.

A tenant is normally responsible for repairing any damage they or their visitors cause during their occupation.

Tenants who think that the property contains hazards can ask the Local Authority to inspect the property and if found to be the case the Local Authority can take enforcement action with set timescales for completion.

The Housing Health and Safety Rating System identifies 29 hazards but the most frequently occurring are:

1. Excessive Cold Temperatures
1. Damp and Mould Growth
2. Hot Surfaces and Materials
 - a. Cookers too near doorways
 - b. Incorrectly placed heaters
3. Electrical Safety
 - a. If you have any concerns relating to the safety of the electrical system you should obtain an NICEIC inspection report and remedy any faults
 - b. Any portable appliances left in the property should be PAT safety test.

4. Fire

- a. Are electrics in good condition
- b. Are there enough sockets to avoid overloading with multi plugs
- c. Can upstairs windows be fully opened to allow for emergency escape
- d. Is there a way out of enclosed gardens / yards
- e. You should install a smoke alarm on each level and a fire blanket in the kitchen

5. Falls on Stairs

- a. Are stairs fitted with a secure handrail

6. Falls on the Level

- a. Does rainwater drain away effectively
- b. Are there any trip hazards that can be mitigated



Landlord Services from Crew Partnership

Whether you need **Full-Management**, **Rent Collection Only** or **Tenant Find**, we can help you with our range of services. In fact – if you want something that we do not currently offer – let us know and we can work something out to meet your needs.



We advertise our properties on **Facebook**, you can click 'like' and it will appear on all of your friends Facebook timelines, and if they click 'like' it will go to their friends too. It's a great way of spreading the word.



Of course, we will use traditional methods of advertising too, our own website, Zoopla and various others.



Assuming that you are happy with a vetted tenant and their application, we will prepare all of the necessary paperwork relating to Tenancy Agreement and deposits will be protected with the **Deposit Protection Service**.

We can arrange for **Energy Performance Certificates**, **Gas Safe Certificates** and **Electrical Reports** if needed.

Once your tenant is moved in, we can arrange to manage the property for you, do rent collection only or hand the tenant and paperwork over to you. We will do whatever you need us to do.

We do full reports relating to the condition of the property for you and if you choose the managed option we will do both the initial and end reports along with periodic visits to your tenant to ensure all is well.

If the property requires any repairs whilst we are managing it, we will arrange for local professional trades people to attend, we will pay any charges to the trades people from the next rental payment and the remainder transferred to you. Unlike many other agents, we do not add administration charges to any repairs undertaken by trades people. We will copy their invoice to you so that you can see exactly what has works have been carried out.



Of course, all transactions are recorded, and monthly statements are sent out to you for your records. End of year statements can also be provided at your request in order to help you prepare any tax returns that may be needed.

We cater for Landlords that have one property or Landlords that have portfolios of any size.

If you would like more information or would like to talk to us about how we can tailor our services to meet your needs, call us on 01283 617417 and we can help.



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Landlord Letting Instruction Confirmation and Management Agreement

My Details

Rental Property Details

The property I would like you to rent is:

My Authority

I can confirm that :-

- a. I am entitled to enter into this Agreement to let the Property
- b. I am the freehold owner of this property or if I am a leaseholder that I have consent to let the Property from the Freeholder
- c. If I have a mortgage I have consent from the mortgagor to rent the Property
- d. I am entitled to all rent from the Property
- e. I have given you all the relevant information regarding the Property especially ones which affect the Tenant's use of the Property
- f. I have informed my insurance company that the Property is to be let.

Energy Performance Certificates (EPCs)

A valid Energy Performance Certificate will be required and must be ordered and completed within 28 days of marketing the property. You can obtain an EPC from a qualified Domestic Energy Assessor of your choice. If you would prefer us to arrange one for you the cost will be £75.00 payable directly to the Energy Assessor.

Rent

The minimum rent I want you to accept is Payment of £..... per calendar month, unless I agree otherwise with you. I want you to advertise the property for £.....

Available Dates and Duration

The Property is available to rent from

The minimum term duration of Tenancy I will accept is 6 Months and the maximum term duration I will accept is

Tenants

The maximum number of individuals I will accept is I understand that this relates to the suitability of the Property to accommodate that number of individuals. This is likely to be equivalent to the number of bedrooms in the Property.

The following types of tenant are acceptable to me (delete as appropriate):-

- | | |
|--|---|
| <input type="checkbox"/> Employed | <input type="checkbox"/> Own Means |
| <input type="checkbox"/> Self Employed | <input type="checkbox"/> Retired |
| <input type="checkbox"/> Unemployed | <input type="checkbox"/> Company |
| <input type="checkbox"/> Student | <input type="checkbox"/> Housing Benefits |

I understand that you will use a third party for tenant referencing and follow your Tenant Vetting Policy to determine their suitability as a tenant.

Utility and Council Tax Bills

I expect the tenants to pay for any charges arising from the use of:-

- | | |
|---|------------------------------------|
| <input type="checkbox"/> Television Licence | <input type="checkbox"/> Gas |
| <input type="checkbox"/> Council Tax | <input type="checkbox"/> Telephone |
| <input type="checkbox"/> Electricity | <input type="checkbox"/> Water |

I will pay for any charges arising from the use of:

Furniture and Fittings

The property is un/part/furnished* I can confirm that soft furnishings comply to the (fire) (safety) regulations 1988. I understand that I am liable for the cost of maintaining the supplied furniture and fittings.

Maintenance and Safety Certificates

These include safety certificates such as gas safety inspections.

I have a current Gas Safety Certificate Y/N

I have a current Electrical Installation Condition Report Y/N

Access to Property

I realise that you will phone or send a text message to arrange access to the Property.

Access may be required by you for the purposes of showing potential tenants around the property or making visits to tenants as appropriate.

Special Tenancy Conditions

I want you to add the following clauses (if any) to the Tenancy Agreement:-

- No Smokers
- Pets allowed
- Pets allowed with a higher rent than advertised
- Pets allowed but with professional carpet cleaning required at the end of tenancy
- White goods (kitchen appliances) repair or replacement responsibility of tenant
- Additional (insert own conditions):

The Tenancy Deposit

A deposit ofto be received by the Agent and passed within 30 days to the Deposit Protection Scheme. The Deposit will be protected by the Deposit Protection Scheme.

I understand you, the Agent, are instructed by me, the Landlord, to receive the Deposit, and you, the Agent, shall transfer the funds to the Deposit Protection Service.

Where the property is 'not-managed' I agree to set up and provide you with details of my Deposit Protection Service Account and the deposit taken by you will be transferred to my Deposit Protection Service account.

At the end of the tenancy covered by the Deposit Protection Scheme If there is no dispute you, the Agent, will keep any amounts agreed as deductions where expenditure has been incurred on behalf of myself, the Landlord, or repay the whole or the balance of the Deposit according to the conditions of the Tenancy Agreement with myself and the Tenant. In the event of there being any dispute relating to the return of the deposit between the Landlord and the Tenant, then that dispute will be handled by the Claims process administered by the Deposit Protection Service in line with their resolution policy (details can be found at www.depositprotection.com)

In the event of a dispute the parties may, if either party chooses to do so seek the decision of the Court. However, this process may take longer and may incur further costs.

Where the property is 'not-managed' any disputes relating to the deposit will be resolved directly between myself, the Deposit Protection Service and the Tenant.

Contacting Me

I would like you to post all correspondence to me at the address above. I realise that you may send messages to my mobile phone to inform me of matters concerning my property. I agree that when I'm on holiday I will still check and respond to these messages.

My Bank Details

This is the bank account to which I expect you to pay any funds due to me. I realise that you may sometimes pay me by cheque.

Sort Code:

Account Number:

Account Holder Name:

Marketing and Tenancy Find Fees

£400+VAT Fully Managed

£500+VAT Rent Collection Only

£500+VAT Not Managed

I realise that you will take these from funds held by you on my behalf. I will forward payment to you within 10 days if there are insufficient funds.

I understand that these fees are to cover the advertising of the property in order to find a new tenant.

Accompanied viewings by the agent and prospective tenants. Appropriate preparation of Schedule of Condition reports (dependent on whether managed or non-managed) and the preparation of appropriate Tenancy Agreements.

I understand that this agreement gives Crew Lettings Ltd sole rights to advertise the property for rent for a minimum period of 8 weeks. I understand that if the property is rented out by another party during the sole agency period then Marketing and Tenancy find fees will be payable to Crew Lettings Ltd. I understand that you will not instruct any other agent to assist in marketing the property without my permission.

The Service I want is Managed / Rent Collect Only / Not Managed*

I authorise you to act on my behalf and do anything I could do myself in respect of the letting and management of the Property. I indemnify you against any claims and liabilities incurred by you in undertaking this Agreement.

*Delete as appropriate

Management Charge

I agree to an ongoing management charge to be taken from the rent collected from month two onwards. This is equivalent to 10.00% + VAT of the rent collected.

I understand that this management fee will cover the collection of rent due, chasing for any late payments, issuing any notices relating to the tenancy including eviction notices, dealing with any repair or maintenance issues arising during the tenancy. The cost of any repair work will be subtracted from the next rental payment made by the tenant.

Rent Collect Only Charge

I agree to an ongoing rent collection charge to be taken from the rent collected from month two onwards. This is equivalent to 5% + VAT of the rent collected. I understand that this charge will not provide me with any additional services except for the collection and transfer of rental payments.

I understand that I am required to give 1 months' notice to end any management agreement I have with Crew Lettings Ltd.

Informing me my Property is Let

You will inform me as soon as an application is made. Once I am informed that you have found a prospective tenant I will not let the property to anyone else. I will also inform anyone else looking for tenants on my behalf that the property is let.

Rent Collection

Where the property is 'managed' The Tenant will pay the rent into Crew Lettings Ltd Client's Account and the balance after deductions will be transferred to me within 7 working days of receipt from the tenant. If the tenant does not pay, I expect you to follow your procedure for collecting outstanding funds. This includes reminders to the tenant by letter and / or mobile phone text message. Once you have exhausted your procedure I expect you to contact me to discuss the next steps. I understand that I may need to instruct a solicitor to pursue the debt. I will be liable for the legal and Court costs incurred.

Where the property is 'not-managed' I will make arrangements directly with the tenant for rent collection.

Repairs to my Property

Where the property is 'managed' I understand that if I have arranged for you to arrange repairs for my Property I realise that you will take this from funds held by you on my behalf. I will forward payment to you within 10 days if there are insufficient funds if required. I know that in the event of an emergency or where it is not practical or possible to contact me that you will arrange for any necessary work to be carried out without my prior consent.

Schedule of Condition and Visitations

I understand that an initial and end inspection will be carried out where the agreement is for 'managed', additional visitations will be made periodically by Crew Lettings Ltd at no additional cost. Additional full Schedule of Condition reports can be arranged during the term of the tenancy (for an additional fee of £75+VAT) if I request them.

Ending Tenancy Agreements

I understand that you will decide whether to end a Tenancy Agreement (by serving a Section 21 notice) or to allow a Tenancy to continue after the Term Certain has ended - this will then be a Statutory Periodic Tenancy.

Tax

I understand that you will give the Inland Revenue any information about me that they request. I know that you are not responsible for preparing or submitting a tax return or similar on my behalf.

I understand that if I am residing overseas I am responsible for informing HMRC and either having their agreement to not have tax deducted at source or that Crew Lettings Ltd can deduct tax at source and forward on to HMRC.

Liability

I understand that you are not liable for:-

- a. any inaccurate forecasts of income or expenditure - forecasts are estimations only.
- b. any defects in my Property.
- c. the performance of, or any work carried out, by contractors on my behalf.

Incorrect Information

I, the Landlord warrants that all the information I have provided to you, the Agent is correct to the best of my knowledge and belief. In the event that I provide incorrect information to you which causes you to suffer loss or causes legal proceedings to be taken I agree to reimburse and compensate you for all losses suffered.

Terminating this Agreement

I realise that I must give you 1 months' notice to end this Agreement.

If I end this agreement part way through the period covered by an Assured Shorthold Tenancy then I will be liable to pay a withdrawal fee of £100.00 +VAT

If you have signed this agreement in any location other than our offices you have the right to cancel the agreement within 14 days of signing.

Confirmation of this Agreement

To accept the terms of this agreement I understand I must sign and return it to your office at Cross Street Business Centre, Cross Street, Burton on Trent, DE14 1EF.

SIGNED and DATED by "Landlord"

Landlord Sign Here Date Here

SIGNED and DATED by an authorised person of Crew Lettings Ltd (the Agent)

Agent Sign Here Date