

Information for Landlords

About Eastbourne Lettings

Specialists

We are a local, independent firm specialising in Residential Lettings and Property Management.

As specialists we are fully focused on the priorities and needs of the Landlord, and, unlike estate agents, our loyalties are not divided by dealing with property sales and mortgages.

We understand that letting your property, especially for the first time, can be a worrying experience and with this in mind our most important consideration is providing you the Landlord with the best possible service and the right tenant for your property. We never forget that the property is your most important asset and we can confidently assure you that by instructing us to act as your Letting and Management Agents your asset will be in professional hands.

Competitive Rates

Our fees are competitive and may be open to negotiation dependent on the level of Service required. We are particularly committed to investment Landlords and savings can be made on the smallest of portfolios.

A Personal Service

We pride ourselves in offering a personal and friendly Service, whilst at the same time maintaining a high standard of competence and professionalism.

Carefully Selected Quality Tenants

Drawn from a continually updated register, all prospective Tenants are thoroughly referenced and credit checked. In some cases we will also require a guarantor.

Out of Hours Service

For our initial meetings with you we will if necessary be pleased to visit your property outside normal office hours, at a time that is convenient to you, and thus fit in with your busy schedule. A member of staff is also available on the telephone out of hours until the time stated in our accompanying letter.

Insurance for Landlords

We offer a range of competitively priced insurance products designed specially for Landlords, providing extra security and peace of mind. These include:

- * RENTAL GUARANTEE COVER
- * LEGAL EXPENSES COVER
- * CONTENTS INSURANCE
- * BUILDINGS INSURANCE
- * EMERGENCY REPAIR SERVICE

Section 21 of the Housing Act 1988 (as amended by the Housing Act 1996)

We also manage the serving of the Section 21 'Notice Requiring Possession' on your behalf.

We will serve this three months into the tenancy with an accompanying letter.

We will ask whether the tenants wish to continue another six months after the expiry of the current agreement.

We also write to you and ask if you wish to continue to let the property for a further six months.

Preparing the Property

We have found that a good relationship with Tenants is the key to a smooth-running tenancy. As Property Managers this relationship is our job. It is important that the Tenants should feel comfortable in their temporary home, and that they are receiving value for their money. It follows therefore that a well maintained property in a good decorative order will go towards this, whilst also achieving a higher rental figure. Tenants are also more inclined to treat such a property with greater respect.

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

It is recommended that you leave only minimum furnishings, and these should be of reasonable quality. It is preferable that items to be left are in the property during viewings. 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 our 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 will be arranged at their expense.

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 and alarm system, and the day refuse is collected etc.

Keys

You should provide one set of keys for each Tenant. Where we will be managing we will arrange to have duplicates cut as required.

Suggested minimum contents for furnished lettings

Lounge

Sofa
Two armchairs
Coffee table

Dining room

Dining table & chairs
Sideboard

Kitchen

Cooker
Fridge-freezer
Washing machine
Electric kettle
Cutlery
Glasses
Cooking utensils
Saucepans
Frying pan
Casserole dishes
Baking tray
Can opener
Washing-up bowl

Bedrooms

Bed
Wardrobe
Chest of drawers
Pillows
Duvet or blankets
(Linen not necessary)

General

Vacuum cleaner
Iron and board
Dustpan and brush
Lampshades in all rooms
Curtains at all windows
Appropriate floor coverings

Garden

Lawnmower
Gardening tools

General Advice for Landlords

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 the 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.

Bills and regular outgoings

We recommend that you arrange for regular outgoings e.g. service charges, maintenance contracts etc. to be paid by standing order or direct debit. However where we are managing the property, 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, and that sufficient funds are held to your credit.

Council tax and utility accounts

We will arrange for the transfer of Council Tax and utility accounts to the Tenant. Meter readings will be taken, allowing your closing gas and electricity accounts to be drawn up. All these matters we will handle for you, however British Telecom will require instructions directly from both the Landlord and the Tenant.

Income tax

When resident in the UK, it is entirely the Landlord's responsibility to inform the Inland Revenue of rental income received, and to pay any tax due. Where the Landlord is resident outside the UK during a tenancy, under rules effective from 6 April 1996, unless an exemption certificate is held, we as Landlord's Agent are obliged to retain and forward to the Inland Revenue on a quarterly basis, an amount equal to the basic rate of income tax from rental received, less certain expenses. An application form for exemption from such deductions is available from this Agency, and further information may be obtained from the Inland Revenue.

The inventory

It is most important that an inventory of contents and schedule of condition be prepared, 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. In order to provide a complete Service, we will if required arrange for a member of staff to prepare an inventory and schedule of condition, at the cost quoted in our Agency Agreement.

Important Safety Requirements

The following requirements are the responsibility of the owner (Landlord). Where you have signed our Full Management Agency Agreement, they are also our responsibility. Therefore where we are managing we will need to ensure compliance.

Health and Safety - Gas

Annual safety check

Under the Gas Safety (Installation and Use) Regulations 1998 all gas appliances and flues in rented accommodation must be checked for safety within 12 months of being installed, and thereafter at least every 12 months by a competent engineer (i.e. a CORGI registered gas installer).

Maintenance

There is a duty to ensure that all gas appliances, flues and associated pipework are maintained in a safe condition at all times.

Records

Full records must be kept for at least 2 years of the inspections of each appliance and flue, of any defects found and of any remedial action taken.

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.

Health and Safety - Electrical

Under the Electrical Equipment (Safety) Regulations 1994, and certain other regulations, electrical appliances and equipment provided in tenanted premises must be safe. It is therefore necessary to make a visual check to ensure that all electrical items, plugs and leads appear completely safe and undamaged, and remove or replace any faulty items.

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. Although there is no legislation requiring smoke alarms to be fitted in other ordinary tenanted properties, it is generally considered that the common law 'duty of care' means that Landlords and their Agents could be liable should a fire cause injury or damage in a tenanted property where smoke alarms are not fitted. We therefore strongly recommend that the Landlord fit at least one alarm on each floor (in the hall and landing areas).

We hope that the general points covered in this guide will be of some assistance to you. If there are any aspects of which you are unsure, please telephone our office. Alternatively we can visit you at your home to discuss your individual requirements, at your convenience.