

Let your  
home with...





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**Call us for a fast professional service...**



# 1

## INTRODUCTION - Redwoods the company



REDWOODS LETTINGS are an entirely independent letting & estate agency and can offer you a comprehensive service - FROM Rent collection and introduction of a Tenant to your property - TO provision of a Full Management Service.

Our service is based on attention to detail, delivering quality, flexibility and service second to none. Marketing of your property is ensured via usual media, internet and board coverage, we also have daily working contact with other agencies and - particularly our own sales and lettings branches.

Along with the above we regularly issue our property list, liaise with local Companies and National Government bodies together with multi-national companies and other outlets dealing with staff relocation.

**Primarily, REDWOODS, seek trustworthy Tenants who will prove reliable Tenants of your property for the full period agreed.**

# 2

## Brief Legal Background to Residential Letting



Whilst not a detailed breakdown, we hope the following will assist with the 'basics' as far as your proposed let is concerned. We will of course be happy to expand on this information and deal with any specific queries you may have. We make an opening assumption (although not always the case) that you are a private individual and owner of the property in question.

For the individual - either as Landlord or Tenant - now entering into residential letting, the bulk of the governing legislation is to be found in the Housing Act's of 1988, 1996 & 2004. In general, the procedure for recovering possession of your property (either at a natural end of the tenancy or, if

necessary, during) have been simplified, with a tightening of the Courts' powers of discretion when considering granting a Possession Order in your favour. Additionally rent values have been moved onto a market footing as opposed to the old 'fair rent' concept. This has clearly resulted in an overall increase in rent values which, in the current market can be largely measured against existing interest and mortgage rates. Whilst in some cases this benefits the Landlord, unfortunately the rent you achieve may not totally offset your own mortgage outgoings.

# Your home will be safe in our hands...

### 3

## Complete peace of mind



With our marketing strength and network of offices, you can be confident that your property will be given a high profile in the marketplace, with advertising in the local press and other corporate advertising, as well as our property website [www.redwoodsproperty.co.uk](http://www.redwoodsproperty.co.uk) and other national property websites.

We offer a personal and tailor-made service to our Landlords, with all matters relating to the tenancy being dealt with from our local Lettings Departments from the

initial introduction of a prospective Tenant to handling monthly rental payments and property maintenance.

Unlike most other agencies with accounts and management departments out of the immediate area (which can lead to confusion as to whom the Landlord is dealing with) **all of our staff are trained to handle all matters relating to the tenancy and your property**, which we believe is essential in building trust between Landlord, Tenant and Agent and helps to avoid unnecessary problems.

### 4

## Landlords Concerns



Many prospective Landlords are put off by myths which surround property renting. Before renting your property, it is important to have all the facts. As experienced professional Letting & Property Management Agents, we can maximise the potential rental income from your property and help you avoid the pitfalls encountered by inexperienced Landlords.

### 5

## Service Levels



Redwoods can offer Landlords a full range of Letting services from a basic Tenant Find only service through to Full Management/Overseas Landlord. The standard fees for these services are listed in our agency agreement, or can be discussed further with our staff.

### 6

## Tenancy Agreement - Assured Shorthold(AST)



Under the provisions of the Housing Act's of 1988 and 1996 and with effect from 28<sup>th</sup> February 1997, all new Tenancies will automatically be Assured Shorthold tenancies unless the respective parties agree otherwise.

Importantly, the 1996 Act makes it possible for a Landlord to let a property on an Assured Shorthold without going through a bureaucratic procedure (as previous). Assured Shorthold Tenancies will no longer have an initial fixed term of at least 6 months. The Letting may be on a periodic

basis from the outset, unless the parties agree a fixed term. The fixed term can be for less than 6 months if both parties agree. However, Landlords will not be able to seek a court order for possession before the end of six months, unless one of the grounds in schedule 2 of the 1988 Housing Act Applies, i.e. Rental Arrears.

Whether or not we ultimately secure Tenants for your property, we can provide for you a Tenancy Agreement. Our forms of Agreements, Notices to Tenants, etc have received

the approval of various major lenders and clients' solicitors alike.

Additional drafting can take into account any special circumstances in each case. We do not generally advise

clients to use D.I.Y Tenancy Agreements, but if so, we will be happy to 'vet' any such paperwork at nominal charge.

## 7

### General



1. All mains services, TV aerials/connections and telephone lines should be connected and operative prior to letting.

2. If you wish your garden to be maintained by the Tenants, please leave it as you would wish to find it and with all necessary tools for the upkeep, (even with unfurnished properties). For larger gardens it is advisable to provide a gardener.

3. All rent values quoted by us are estimates of current market value only. They are gross, i.e. before deduction of our charges.

4. NOTE – fees quoted do not cover any subsequent legal fees or other recovery costs in the event of default by Tenants as to rental payments or breaches of other tenancy conditions.

5. Your Tenants do not have a duty to return your property to you in an improved condition at the end of their tenancy. They do have a duty to return it in the same state bearing in mind fair wear and tear. You must ensure therefore that the property has been thoroughly cleaned prior to the tenancy and that all equipment is in good working order. This includes all bathroom fittings, plumbing, kitchen fittings including oven, grill, etc. Landlords should also ensure that all lights have working bulbs and that the electrics are in safe order.

6. We strongly recommend that Smoke Alarms are fitted and working to your property prior to letting - one to each floor.

7. Please also ensure that instruction leaflets are left at the property for all appliances, along with service contracts and warranties. It is a criminal offence under the General Product Safety Regulations 1994 to not provide these.

8. Should you require advice on furnishings, please ask our staff for our current leaflet. Unfurnished properties should have carpets, curtains and curtain poles, light fittings and usually white goods in the kitchen.

9. A minimum of three sets of main entrance keys will be required for a Property that is let. One set to be held by the Agent and at least two sets to be handed to the Tenant. The rule of thumb is one key per tenant moving into the property. Any other keys e.g. back door etc, should be left in the locks in the property.

10. It is of paramount importance that the property and gardens are left in a clean and tidy condition prior to the first let, failure to comply with this could jeopardise the letting of your property.

If you have not attended to the above before the tenancy, it can be a cause for future avoidable difficulties, bearing in mind that a tenancy can be terminated by a tenant should the property not be as promised.

*(REDWOODS shall not be liable for any deficiency, loss or damage to the property, fixtures or fittings and contents howsoever caused (other than negligence of its employees) during a let thereof or whilst the property is un-let during the agency of REDWOODS.)*

## 8

### Mortgaged Property



The consent of your lender must be obtained prior to letting and a copy passed to ourselves. We strongly recommend that you discuss this with letting as a possibility in mind at the earliest opportunity, with your lender. We do have our own Financial Services Department, should you require any advice or be thinking of re-mortgaging or buying to let etc., general insurances can also be arranged.

NOTE - In the event that your lender, or Solicitor requires sight of a Tenancy Agreement, etc., prior to a let, a cover charge for supplying the same could be made.

## 9

### Legal/Rent Guarantee



Redwoods can offer a comprehensive Legal Protection / Rent Guarantee warranty for homeowners or Landlords letting their residential property. The warranty is available to any Landlord, private individual or company whose property is let under an Assured Shorthold Tenancy or other protected tenancy under the 1988 Housing Act subject to appropriate references. The warranty is also available to cover residential properties let to a company.

## 10

### Buildings Insurance



Your property must have Buildings insurance throughout the Tenancy. Please notify your insurers once you have an agreed completion date for Tenants to move in. Companies require to be notified that a property is tenanted in order to adjust risks and premiums. Again, we can arrange cover accordingly, particularly as some lenders will not insure the buildings/ contents whilst tenanted.

Our own insurance contacts offer comprehensive insurance covering the property whilst it is unoccupied, as well as accidental and malicious damage caused by the Tenants which is normally not available through standard cover.

## 11

### Contents Insurance



Should you be leaving your property furnished, then Contents Insurance should be in place and valid by the commencement of the tenancy.

The Tenants are responsible for arranging Contents Insurance for their own goods and can also opt for accidental damage cover to a Landlords items. It is also advisable to ensure that minimal Contents Insurance is in place to cover curtains, carpets and white goods in

unfurnished properties. These policies are available through Redwoods who will be pleased to send you explanatory leaflets, we do recommend that as a safeguard this cover be taken out.

## 12

### Council Tax



All rents agreed are exclusive of Council Tax, unless otherwise agreed i.e. your Tenants are responsible for this, for the period of their occupation. REDWOODS will deal with notification of a change in occupiers.

## 13

### Leasehold Property



If your property is Leasehold, you remain responsible for the service/maintenance charges and ground rent payments- whether or not the rent you agree with a Tenant includes sums towards the same. Permission must be obtained from your freeholder. In the case of leasehold properties, it is essential that we, know of any extra liabilities arising under the lease, so that these can be included in the letting agreement. It would therefore be necessary to furnish us with a copy of the lease along with a copy of the freeholders permission to let the property.

## 14

### Marketing



To ensure the best marketing of your property, REDWOODS will arrange for erection of “To Let” and “Let by” boards adjacent to the property (where possible). This will be put in hand at the earliest opportunity unless you specifically instruct otherwise, once we are requested to proceed with letting the property by you. On receipt of your formal instructions, to market the property, we will also circulate details to our other offices.

## 15

### Rental Payments



For accounting purposes, payments to Landlords by us are made by BACS within 10 working days of the due date (in practice we normally make payments within 24 hours of receipt). Remittance of net sums due will be made to you as soon as possible upon commencement of a new tenancy.

In cases of direct payment, where your account is with a bank, you should allow 3 working days for clearance. Building Society accounts can take up to 10 days. We must stress that occasionally due to circumstances beyond our control i.e. late or non-payment of rent from the Tenants/ Bank/ Building Society or weekends/ Bank holidays falling upon the due date, payments can be delayed and we cannot be held responsible for any additional costs charged by your own Bank/ Building Society due to insufficient funds, etc.

## 16

### Furniture & Furnishings - Safety Fire Regulations



The above regulations require that upholstered furniture must meet all fire resistance requirements of the regulations. Failure to comply with this legislation would lead to liability of the Landlord in cases of injury or loss of life.

The onus is on you as a Landlord to ensure that you comply with these stringent regulations, as failure to do so is a criminal offence and could result in heavy penalties or a prison sentence.

In brief, regulations also require that upholstered furniture, headboards, mattresses, bed bases and soft furnishings must have fire resistant filling material, the cover fabric and filling must have passed a match resistance test and the combination of the cover fabric must have passed a cigarette resistance test. There are some exclusions i.e. furniture made before 1<sup>st</sup> January 1950, together with Antique and Period furniture. Since 1990, all upholstered furniture sold in retail outlets has had to comply with the regulations and carries a permanent label accordingly. The regulations also stretch to anywhere within the boundaries

of the property, i.e. garden, shed, loft, and garage. The quality of furnishings and equipment will obviously be dictated by space available.

The large more expensive homes will usually require a higher quality of furnishings – we would be more than happy to advise Landlords who are thinking of letting their property furnished. All items should be in good order, reasonable quality and clean. A rule of thumb would be the higher the rent, the higher quality of the furnishings.

We can arrange, via our own offices and our contractors for: refurbishment, purchase of furniture items, rental of furniture items and accessories – or costing thereof and repairs which may not fall within our normal management service, etc. Costing will again be on an individual basis. Please ask for a quote.

## 17

### The Gas Safety Regulations 1994



These regulations came into effect on 31<sup>st</sup> October 1994 to ensure that all gas appliances are properly installed and maintained in a safe condition so as to avoid the risks of carbon monoxide poisoning.

As from 31<sup>st</sup> October 1994 it became LAW for **ALL** “Gas Appliances” and “Gas Installation Pipework” in rented property to be inspected and checked annually by a CORGI Registered Plumber (The Council of Registered Gas Installers). Accurate records of this check (Gas Safety Certificate) must be issued to ourselves as your agent.

On check-in to a property, a Tenant must also be given a copy. Please note that a “Service Care Contract” does not

satisfy the regulations. These regulations apply to all gas appliances at the property including any central heating system, fires, cookers etc which use mains, propane or calor gas. There are again heavy criminal penalties imposed on Landlords who do not comply with these regulations including a fine of up to £5,000.00.

**NOTE:** We are not electrical, building or other specialists and cannot therefore carry responsibility for the above check. In the event that difficulties do arise, we will use our best endeavours to assist in resolving the same, although this may result in additional charges or in extreme cases release from our contract (subject to fees).

## 18

### Taxation In General



All rent received from letting a property in the United Kingdom is subject to UK tax. The basis of an assessment is the gross rents receivable less any allowable expenses incurred by the Landlord in any income tax year.

The tax year runs from 6<sup>th</sup> April to 5<sup>th</sup> April the following year. The liability to UK income tax arises whether or not you are resident in the UK during the relevant tax year.

## 19

### Non-Resident Landlords



Generally speaking you are regarded as a non-resident in the UK if you are living or working abroad for six consecutive months or more. However it is possible to be resident both in the UK and another country and there are various categories of residence.

The meaning of resident, ordinary resident, domicile and double taxation agreements with other countries should be discussed and clarified with your accountant or local tax office.

Under current legislation any UK Letting Agent acting for a non-resident Landlord must deduct basic rate tax from rent received less allowable expenses. These deductions must be paid to the Revenue at the end of each tax quarter and a certificate of deduction given to the Landlord at the end of each tax year.

## 20

### Inland Revenue Approval Certificate



It is necessary for a non-resident Landlord to apply to the Inland Revenue for an Inland Revenue Approval Certificate. This must be made by the Landlord and cannot be made on their behalf by a Letting Agent or Accountant.

If the application is successful the Inland Revenue will issue a certificate to the Letting Agent allowing them to pay the rents gross without a deduction for tax.

## 21

### Resident Landlords



If you are a UK resident, the Letting Agent is not responsible for deducting any tax. You are however still liable to tax after accounting for any allowable expenses. As a resident you are responsible for your own tax and should deal with the Inland Revenue direct, or through your appointed accountant or tax advisor.

## 22

### Recommendation



The UK tax system is complicated and unforgiving to mistakes. We recommend that all serious Landlords seek professional help.

# 23

## Inventory/Schedule of Conditions



The Agent will prepare an Inventory for the property and a charge will be made for this depending on the size of the property. The Inventory must include a full schedule of condition.

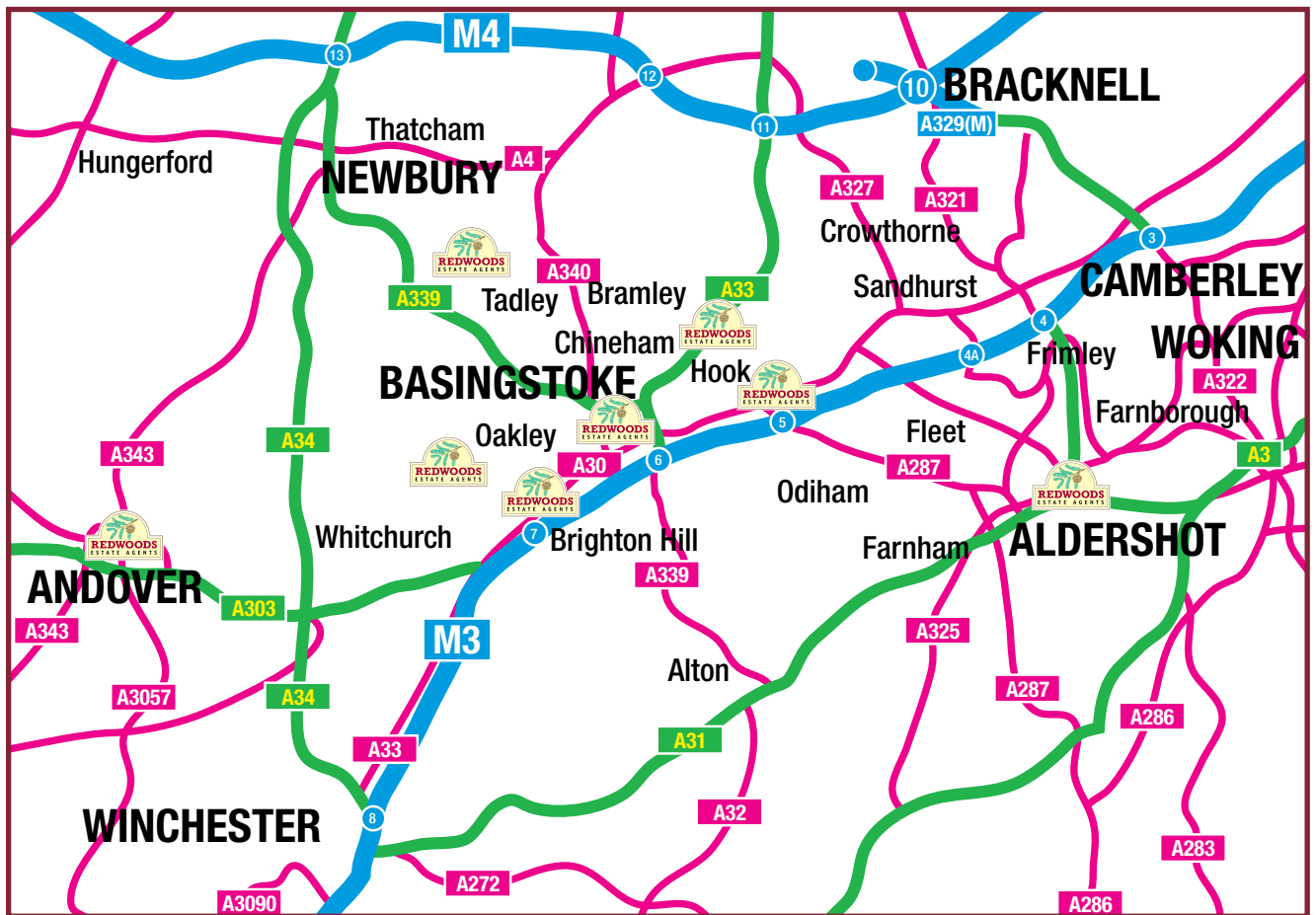
*Note: The information contained in the Lettings Guide is subject to change through Budget and Legislation changes. Please contact your nearest lettings office if you have any queries.*

### THE LAW DOES NOT PROTECT A LANDLORD WHO DOES NOT HAVE AN INVENTORY

Should a Landlord wish to prepare their own Inventory, we ask that it is prepared in detail and typed and a disclaimer signed.

# MAP

## Simply the best local coverage...



[www.redwoodsproperty.co.uk](http://www.redwoodsproperty.co.uk)