

TERMS OF BUSINESS FOR LETTINGS

Your Legal Obligations:

From April 2018, rented properties are required to have a minimum EPC rating of 'E'. The tenant must be supplied with a copy of this EPC before their tenancy commences and it must be included within the advertising.

The landlord has a legal obligation to ensure the prospective tenant and any permitted occupiers have the right to live in the UK.

Deposits must be registered within one of the Government approved schemes within 30 days.

It is a legal requirement to have an annual Gas Safety check (Gas Safety Regulations 1998)

Wood and solid fuel burning appliances installed after October 2010 must comply with appropriate building regulations and they should be certified. Please note a carbon monoxide detector must be installed in any room where there is a solid fuel burning heater/ appliance and within the room where the stove is located.

Smoke detectors must be installed on each floor of the property. These must be mains powered in new residential buildings (constructed after June 1992).

From July 2020 it was made mandatory for any new or renewed tenancy to have an Electrical Safety check, a copy of the report must be provided to the tenant.

Electrical Installation Conditions Reports and Portable Appliance Testing. This should be carried out before the tenancy commences and all fixed electrics and electrical equipment/ appliances are checked and tested.

Works, repairs, maintenance, electrical works and 'notifiable works' must only be completed by a 'competent person' in order to be compliant with 'Building Regulations Part P' (Electrical Safety in Dwellings).

Fire and furnishings. All furnishings must meet fire resistant standards and chords for blinds etc must be able to be securely tied away from small children.

As a landlord you have a responsibility to ensure water is safe and that there is not a risk of exposure to legionnaires. Assessments can be carried out to check this.

Houses of occupation (HMO). Broadly speaking an HMO will exist when a house or flat is lived in by two or more individuals who do not live as a single household and who share one or more basic amenities such as – the kitchen. Please ensure you seek information on the relevant requirements and check the guidelines set by your local authority.

You must ensure you have permission to Let from any relevant lease holders/ head lease/ mortgage lenders etc.

Our Terms

Vacant periods – we do not have any responsibility for your property during vacant periods.

Consent to Let – You confirm you are the owner(s) of the property and have all the necessary authority to enter into a tenancy agreement.

Safety regulations – you have understood your obligations as a landlord to carry out the relevant checks and can provide the certificates and documents when requested.

Parking and keys – we will be provided with a full set of keys if managing the property and should be provided with information and access instructions regarding permits, parking, fobs, gate codes etc.

Verification of id- we will require proof and will verify your identity under the Proceeds of Crime Act 2002 and Money Laundering Regulations 2007.

Income tax – if we consider you to be a non-resident landlord under the Taxation of Income from Land (NonResidential) Regulations 1995 (Finance Act 1995), then we will deduct basic rate tax from any rent received and pay this to HM Revenue and Customs unless you provide us with a HMRC approval for payment without deductions.

Goodlord – we use a third party for our coordination and they will liaise with you for matters such as signing offers and signing of tenancy agreements.

Alto – we use a Lettings based software to process the Letting and Management of your property. Statements and payment requests will be generated via our system.

Deposit registration – as a standard we will register the deposit, please note we will do so using MyDeposits.

Consent to use personal information – you permit us to use and disclose your personal information for the purposes of providing the relevant services. You agree that all information provided will be correct and not misleading.

Termination of our services – our Rent Collection or Fully Managed services may be terminated by providing us with 3 months written notice.