

**ROOK  
MATTHEWS  
SAYER**

Residential Lettings  
and Management

# Landlord Information Guide



**ROOK  
MATTHEWS  
SAYER**

rookm

[rookmatthewssayer.co.uk](http://rookmatthewssayer.co.uk)

## **Tenant Find**

With 17 offices, extensive marketing and distinctive 'To Let' boards, we make it easy for you to let your property. We find tenants, handle the viewings, conduct comprehensive reference checks and draw up tenancy agreements . . . a complete package for a trouble-free tenancy.

## **Rent Collection and Tenant Find**

As Tenant Find (see above) plus Rook Matthews Sayer collects the rent on a monthly basis.

## **Property Management**

Once tenants move in, you can rely on us to manage the let professionally from routine inspections through to emergency maintenance. So whether you are 5 or 5,000 miles away you can have complete confidence that your property is in excellent hands.

# Landlord Information Guide

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## Introduction

We find there are a number of questions that are regularly asked by prospective landlords. This guide has been prepared in a simple question and answer form in order to provide replies to many of those questions. Our staff will be pleased to discuss and expand on all these points and any other queries you may have.

## Is there a good demand for rented property?

Demand obviously varies from time to time and area to area but there is always a need for good quality residential property offered at sensible rents.

## Do I need the agreement of my mortgage lender before I let out my property?

Yes. You must, as a prospective landlord, inform your mortgage lender in writing that you wish to let your property. If you fail to obtain their agreement this will usually be a breach of your mortgage conditions. Some lenders may give their agreement subject to certain conditions. Both you and your letting agent need to know what these might be before you enter into a tenancy agreement.

## I own a leasehold property e.g. a flat in a block. Does that make a difference?

If the property you own is leasehold, you yourself will have a landlord and you may require his agreement to let your property. You should refer to your own lease, ensure you have any necessary agreements to let out your property and inform your letting agent of any restrictions in your lease on the use or occupation of your property.

## Can I buy a property to let as an investment?

Yes, the potential for growth in the capital value of a property plus the benefit of a regular income over a period of time makes investing in property an attractive proposition. There are a number of specialist "Buy to Let" mortgage schemes available.

## What is the income tax position on rent I receive?

We strongly recommend you discuss your personal tax position with your own professional tax advisor. However, you should note the following: If you continue to live in the UK whilst your property is let, you should declare your rental income in the normal way on your tax return.

Since 6th April 1996, if you are considered to be a non-resident landlord living abroad, any managing agent is required by law to deduct and withhold from net rent, after allowable expenses, tax at the current basic rate. This money is then passed over to the Inland Revenue on a quarterly basis and, if appropriate, may be claimed back by the landlord after the end of the tax year.

As a non-resident landlord however, you can apply to the specialist Inland Revenue department, FICO, based in Bootle, Merseyside for an "authority to receive rent gross of tax" letter, more commonly referred to as an Exemption Certificate. Once your letting agent holds one of these supplied to him by the Inland Revenue he is allowed to pay your rental income to you with no tax deducted. The appropriate form (NRL1), which each owner of the property needs to fully complete and send to FICO, is available from Rook Matthews Sayer's Head Office Lettings department or your own local tax office.

## Is it necessary to advertise my property?

Generally yes, but not always! Because of our high profile name in the property business, Rook Matthews Sayer offices benefit from a constant stream of enquiries from prospective tenants as well as having contacts with major local and national employers, relocation agents etc.

## How long does it take to find a tenant?

This naturally depends on local market conditions and the appeal of the property itself. But, in our experience, it can vary from as little as a few days to a few weeks.

## How do you go about selecting a prospective tenant?

We will make reasonable enquiries to establish the suitability of a prospective tenant. These enquiries will usually include taking up a selection of references and frequently obtaining a credit status check. We will discuss the results directly with you or we may use our own professional judgement on your behalf.

## What furniture etc. do I need to leave in the property?

There is no simple answer as every letting is an individual case influenced by a landlord's circumstances and a prospective tenant's needs. Your local Rook Matthews Sayer staff will give you some guidance.

Unfurnished, Part Furnished, Furnished Properties for Rent – are the most common expressions used and these can range from meaning the basic "Unfurnished" property i.e. just carpets, curtains, light fittings through to "Furnished" where all a tenant has to do is move in with their clothes in a suitcase! We do not generally recommend that you leave anything of a particularly personal or sentimental attachment in the property. You will also need to consider carefully whether to leave anything with a high value in the property.

## Should I have an Inventory of the contents?

Yes, an Inventory (or Schedule of Condition as it is sometimes called) is a carefully prepared document detailing the state of decoration and condition of a property, room by room. It is normally prepared after you have vacated your property and before the tenancy agreement is completed. In a furnished property the Inventory will usually include an itemised list of the contents, detailing and describing their appearance and general condition. At the end of each tenancy the Inventory can then be checked against the property and its contents. If there is no proper Inventory/schedule of condition relating to the property or its contents, it is extremely difficult, after the end of any tenancy,

for a landlord or a landlord's agent to assess any damage or dilapidation, allowing for fair wear and tear, as there is no proof of the original condition of the property and its contents, therefore we most highly recommend every property has an inventory.

## Do you take a deposit from the tenant?

A deposit may be taken. This deposit (or bond as it is sometimes called) is normally equal to one months rent. As of the 6th April 2007, Landlords and Agents are required by Law to protect the Damage Deposit received in an approved Tenancy Deposit Scheme. (See page 7 On Tenancy Deposit Scheme). Once the tenant has vacated your property at the end of the tenancy and any final check of the Inventory has been carried out, the deposit will then be returned to the tenant (subject to the rules of the appointed Tenancy Deposit Scheme) after any reasonable deductions have been made for any breaches of the tenant's obligations in the tenancy agreement. The legal position regarding tenants deposit must be carefully complied with and the responsibilities on the Landlord, Agent and tenant made clear.

## Is the tenant charged for damage?

Yes, the cost of any damage, excluding fair wear and tear, will be claimed from the tenant's deposit (subject to the rules laid down by the chosen Tenant Deposit Scheme).

## What is required by law?

### CP12 (Gas Safety Certificates)

Before your property is let you must be in possession of a copy of a gas safety certificate (CP12) for your property, we can organise this for you. As agents we would require a copy of this certificate before any tenancy commences.

### EPC (Energy Performance Certificate/ Domestic Energy Certificate)

Before marketing your property you need to have an EPC, if you don't already have one, we can organise this for you. As agents we would require a copy of this certificate prior to marketing your property.

## Safety

Landlords must ensure smoke and any electrical appliances and installations are safe and in working order.

Rook Matthews Sayer strongly recommend that smoke alarms are installed in the property.

## What happens about my buildings and contents insurance?

These both remain your responsibility. You must tell your insurers in writing that you intend to let out your property. You may find they want to impose certain restrictions on your cover or increase the premiums whilst the property is let. There are, however, specialist insurance policies designed especially for landlords, with particular provisions to cover rented property, at competitive premiums. We recommend you ask your local Rook Matthews Sayer office to provide details so you can make an appropriate choice.

## What about insurance of the tenant's possessions?

This is the tenant's responsibility. We will advise your tenant before he moves in to insure all personal belongings which he brings into the property.

## What types of tenancy are available?

Landlords who are letting their property to private individuals usually let on a tenancy known as an Assured Shorthold Tenancy. Your local Rook Matthews Sayer office will explain in detail the implications of this type of tenancy when they discuss the letting of your property.

Often companies, local or national, large or small, are looking for accommodation to rent for their employees to occupy. In this situation, the company itself is the tenant and will be responsible for the payment of the rent and all the other obligations of the tenant in the tenancy agreement. In these circumstances a different type of tenancy is needed. Your local Rook Matthews

Sayer office will explain in detail the implications of this type of tenancy when they discuss the letting of your property.

## Do you, Rook Matthews Sayer, provide the tenancy agreement?

Yes, we have our own tenancy agreements which are regularly reviewed to ensure they are fair and up to date.

Occasionally your mortgage lender or possibly, if it is a large company, your prospective tenant, will require us to use their own tenancy agreement. Whilst we would prefer not to do this we accept it is very occasionally necessary. Please note, however, we cannot take responsibility for or confirm that a tenancy agreement prepared by someone else is suitable for your purposes.

## Who signs the tenancy agreement?

Both the landlord and the tenant sign the agreement. We will sign the tenancy agreement on your behalf as your agent.

## Who is responsible for payment of the gas, electric, water bills, council tax etc?

Unless specifically agreed otherwise, our tenancy agreement makes the tenant responsible for the payment of such services at the property during the tenancy. For any period when the property is not let e.g. before, between or after the property is tenanted, you as landlord will be responsible for payment of these accounts.

## What happens about the garden?

Under the terms of our tenancy agreement the tenant is responsible for the reasonable maintenance of the garden having regard to its original state, the term of the tenancy and seasonal conditions. You should leave appropriate garden tools at the property, for example, a lawn mower. If you have a very big or elaborate garden that needs more professional knowledge or upkeep, we recommend you consider retaining a gardener.

### **Who is liable for repairs to my property and the maintenance of my appliances?**

You as the landlord will be responsible for external and internal repairs. When we are managing the property and any repairs are necessary we will usually arrange for such repair works for which you are responsible, to be carried out on your behalf by a reliable local contractor. If any of your appliances have service contracts, maintenance agreements or are under guarantee, please ensure we are supplied with full details and copy documents.

We also recommend that you leave a duplicate set and copies of appliance instructions booklets in the property so your tenants can use appliances safely and correctly.

### **Are pets allowed? What about children or smokers?**

This is entirely up to you. Your local Rook Matthews Sayer office will explain the implications and then need some clear guidelines from you so that they can try to find tenants who suit the needs of both you and your property. Please note however, the more restrictions you make on the type of tenants you require the smaller the potential appeal of your property in the marketplace.

### **How is the rent paid to me?**

We will either arrange for the tenant to pay you direct or, what is more common, we will collect the rent as part of our fully managed service and pay it at regular intervals, after deducting fees and expenses, into your nominated bank or building society account. We will send you regular statements showing rental income and expenditure.

### **Is the rent payable in advance?**

Yes, under the terms of our tenancy agreement the rent due from your tenant is usually payable in advance each calendar month. Occasionally we may make arrangements for your tenants to pay the rent quarterly or half-yearly.

### **Can the tenant have the rent reduced?**

Only by specific agreement with you the landlord or, in certain circumstances, a tenant may refer the amount of his rent to the local rent assessment committee for review.

### **What happens if the tenant does not pay his rent?**

If we are managing the property or you are using our rent collection service, we will use our best endeavours to obtain outstanding rents and will keep you informed of progress. If however, it becomes necessary for you to take legal action we will advise you what steps to take.

### **Can I take out any insurance to protect my rental income or to cover the costs of legal action against a tenant?**

It would be unrealistic of any letting agent to pretend that, for whatever reasons, tenants do not occasionally become a problem. It makes good sense therefore to consider safeguarding yourself against such a possibility by taking advantage of the specialist insurance policies that are available.

### **Do you inspect my property during the tenancy?**

Yes, where we are managing your property we will normally visit the property at quarterly intervals to check on the general condition. If we are not satisfied with the condition we will inform you in writing of our concerns, our suggested action and when we plan to make a further visit.

## How long should a tenancy be for?

We usually recommend that any initial tenancy when we let your property is for a minimum term of six months and a maximum term of twelve months at any one time. In our experience this gives both landlord and tenant the benefit of some commitment to a timescale whilst offering flexibility should either parties' circumstances change. Depending on the service we are providing we can negotiate renewals or extensions of the tenancy agreement to existing tenants and will prepare appropriate documentation. We will, of course, be happy to re-let your property again to a new tenant when necessary.

## What can I do if a tenant does not move out after notice is given?

On the rare occasions when the tenant does not move out at the end of a tenancy, it may become necessary for you to take court action to recover the property.

## What precautions should I consider taking when my property is empty?

Any empty property is potentially at risk, particularly during the winter months. You should inform your buildings and contents insurers and comply with any of their requirements if the property is left empty. Whilst we may visit the property with prospective tenants we do not manage empty properties which are not let. During the winter months if your property is vacant we can arrange, at your expense, for the property to be drained of all water or for the central heating to be run on a low setting.

## What choice of lettings services do you offer?

These may vary from office to office depending on local practices.

There are however usually three main levels of service.

### Tenant Find:

- Advertising and marketing of the property.
- Introducing a tenant and agreeing a rental.
- Taking up references.
- Drawing up Tenancy Agreement.
- Collecting first months rent and damage deposit.
- Accounting to Landlord.

NB Landlord will be responsible for protecting the security deposit under the Tenancy Deposit Scheme

NB Landlord continues to manage the property and Landlord is responsible for Inventory and Schedule of Condition, which are important documents

### Rent Collection:

See above section on Tenant Find plus monthly rent collection.

### Fully Managed:

- Advertising and marketing of the property.
- Introducing a tenant and agreeing a rental.
- Taking up references.
- Credit Reference check (where applicable)
- Drawing up Tenancy Agreement.
- Prepare Inventory/schedule of condition for tenant moving in.
- Collect rent monthly and account to Landlord.
- Agent responsible for protecting the Security Deposit under the Tenancy Deposit Scheme.
- Carry out periodic property inspections.
- Deal with repairs and tenant problems on behalf of Landlord.
- Carry out final inspection at the end of the tenancy.

Staff at your local Rook Matthews Sayer office will be happy to explain and discuss these in more detail.

## Summary

We hope this information gives answers to some of your more general questions about letting out a property. It should however be read together with our Terms & Conditions so that you understand the services we will provide. Our Rook Matthews Sayer staff will be pleased to visit your property and discuss any further questions you may have either about our services or to give advice about any aspect of letting out a property. Please ask.

## Electrical Safety requirements

Landlords must ensure that the electrical system and all electrical appliances provided for the tenancy – such as cookers, kettles, toasters, microwaves, fridges and washing machines – are safe to use and are provided with instructions for safe use.

## Smoke Detectors requirements

Landlords must ensure that mains operated smoke detectors are installed on each floor of any residential building built after June 1992, and must ensure electrical appliances and installation are in safe working order.

## The Furniture and Furnishings (Fire) (Safety) Regulations 1988 (as amended)

All upholstered furniture made after 1950 is included within these Regulations. The Regulations apply to furniture which is in residential property where that property is to be let for the first time after 1st March 1993. The furniture covered by the Regulations includes sofas, settees, seat pads, beds, headboards, pillows, armchairs, scatter cushions, futons, mattresses and bean bags. To comply with the Regulations these types of furniture must be fire-resistant and in most cases carry a permanent label to this effect. To be “fire-resistant” most furniture and upholstery must have passed an “ignitability” test, specified in the Regulations.

If you ask us to manage your property you must remove any furniture which does not comply with these Regulations before the tenancy begins. Any replacement furniture you place in the property must comply with the Regulations.

There are heavy penalties imposed by these Regulations on landlords who do not comply with them. The penalties for non-compliance include a maximum of six months imprisonment and/or up to a £5,000 fine.

## Tenancy Deposit Scheme

As of 6th April 2007, Landlords and Agents are required by law to protect any Damage Deposit received in an approved Tenancy Deposit Scheme.

### Fully Managed

Rook Matthews Sayer will protect all Damage Deposits received in the Government approved scheme DPS (Deposit Protection Services).

### Tenant Find/Rent Collection

It is the landlords responsibility to ensure that the Damage Deposit received is protected in an approved Tenancy Deposit Scheme.

## HMO (Houses of Multiple Occupation)

Landlords wishing to let property of Multiple Occupation are required by law to obtain an HMO Licence.

In brief, the definition of HMO is a property with 3 or more stories which will be let to 5 or more people. (First Floor Maisonettes are included within this definition)

Landlords should contact their Local Council to obtain more information and confirmation of charges involved with regards to obtaining a licence. Requirements and charges are subject to change by each Local Authority.

The licence will be valid for a limited period probably five years from the date of issue, it will specify the maximum number of occupants or households. The occupancy number will depend on the number and size of rooms and the kitchen and bathroom facilities.

Local Authorities are charging a significant fee for this licence. The requirements of the license are detailed and extensive which may well require amendments to your property, provision of additional facilities and information.

Our highly experienced team are committed to ensuring that the rental and management of your property is as straightforward and successful as possible, contact us now on 0191 286 4322

### Landlord Checklist

- 1 Make appointment to see Rook Matthews Sayer Residential Lettings Team. ....
- 2 Get permission to let from your Mortgage Lender and/or Lessor. ....
- 3 Review Buildings and Contents Insurance (get quote from Rook Matthews Sayer). ....
- 4 Leave instructions for appliances at property. ....
- 5 Ensure you have a Gas Safety Certificate (CP12). ....
- 6 Make sure you have an Energy Performance Certificate (EPC). ....
- 7 Ensure electrical supply installation and any electrical appliances are checked in accordance with the Electricity Regulations. ....
- 8 Check any furniture to be left in the property complies with the Furniture and Furnishings (Fire) (Safety) Regulations. ....
- 9 Label stop-cocks etc. ....
- 10 Re-direct mail. ....
- 11 Leave property in good order for the incoming tenant. ....
- 12 Make sure an inventory has been prepared ....
- 13 Ensure you have a full set of keys for each tenant moving into the property. ....

Our highly experienced team are committed to ensuring that the rental and management of your property is as straightforward and successful as possible, contact us now on

**0191 286 4322**

# ROOK MATTHEWS SAYER

## Residential Lettings and Management



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