

The Landlords Guide

Details of Service

The following outlines the choice of services available to our clients. These are standard to the relevant service albeit some may attract additional costs.

Full Management Service

Upon receipt of formal instructions to let your property our "Full Management Service" will include:

- **Marketing**
Preparing details and adding to our property availability lists for distribution to interested parties and throughout our branch network (we currently have five offices in Newport Pagnell, Olney, Milton Keynes City Centre, Stony Stratford & Towcester). Circulating the details to suitable applicants registered with us. Advertising the property with a colour photo in the relevant local papers. Advertising on the Internet.
- **To Let Boards**
Arrange for a "To Let" board to be erected at your property unless otherwise instructed. We find that this provides excellent advertising for your property and can only compliment the marketing strategy.
- **Viewings**
Accompany prospective tenants to view the property unless otherwise instructed. Advise you as soon as we receive a formal tenancy application.
- **Tenant Selection**
Interviewing and obtaining necessary references on prospective tenants. References are obtained from current employer to confirm annual salary and we undertake a credit search
- **Tenancy Agreements**
Preparation and execution of an appropriate Tenancy Agreement and other legal documentation in accordance with current legislation. It is our policy, unless otherwise instructed to offer an initial fixed term tenancy of six months.
- **Collection of Rents**
It is our policy to collect rent monthly in advance on the due date. We encourage all tenants to pay the rent by standing order. We will collect the rent and forward to the Landlord with a monthly statement outlining the rent payable, commission charges and any expenses incurred during the month. It is our policy, unless otherwise instructed, to pay the monies due to a Landlord directly into their bank account.
- **The Deposit**
We collect a deposit from incoming tenants equivalent to six weeks rental. This deposit will cover against dilapidation to the property, with the exception of fair wear and tear, and rent arrears. We are members of The Tenancy Deposit Scheme for Regulated Agents (TDSRA) and therefore hold the deposit.

- **Accounting**
Payment to you will be within 7 days of funds being cleared supported by a detailed rent statement.
- **Non Resident Landlords Tax Return**
If you are moving abroad you need to register with the Inland Revenue as a Non-Resident Landlord so that we do not have to deduct tax from your rental income. If you do not register we are obliged by the Inland Revenue to deduct tax from your rental income and make a quarterly tax return to them, for which we will charge you £30 + VAT every quarter.
- **Inventory**
We will compile a basic inventory of your property, however we recommend that you have an independent Inventory Clerk to compile a full inventory, at your instruction we will arrange this for you, however this is subject to a charge.
- **Utilities**
Meter readings will be taken at the commencement of a tenancy and the relevant authorities for gas, electric, council tax and water rates will be notified of the tenants details.
- **Inspections**
We will inspect your property on a quarterly basis. We undertake the first inspection after two months and then every three months thereafter to enable us to inspect the property twice in the first six months. A report of our findings will be sent to you together with our recommendations, if any.
- **Repairs**
Co-ordination of any minor repairs or maintenance to your property up to £100 and settlement of invoices from rents received. You will be consulted for any expenditure in excess of £100, EXCEPT in cases of emergency.
- **Float for Repairs**
Where the rent is paid monthly we will hold back in your client account a £200 float for any repairs that may be necessary on the property.
- **End of Tenancy**
Advising you, at the appropriate time, of the impending termination of the tenancy and seeking your further instructions for re-letting.
- **Check Out**
Completing a property inspection at the end of the tenancy and compiling a check out report in accordance with the inventory.
- **Return of Deposit**
In accordance with our findings at the check out we will then forward the tenants deposit to them at their new address.
- **Dilapidations**
If necessary, arranging for cleaning, garden maintenance and any minor repairs after the check out and deducting the costs from the tenants deposit where applicable.

This is our Full Management Service, however we at Michael Graham understand the different needs of Landlord's and therefore we have three further services available to meet with your requirements, consisting of: Let Only, Rent Collect and Rent Collect Premium. Please contact us on one of the telephone numbers below to discuss your requirements.

Safety Regulations

We are unable to accept properties on our books unless the following fixtures and fittings have been maintained as follows:-

- **The Gas Safety (Installation and Use) Regulations 1994.** All gas appliances, installations, pipework and flues are checked for safety at intervals of no less than twelve months by a CORGI registered company. We would request a copy of the safety certificate.
- **The Furniture & Furnishings (Fire) (Safety) Regulations 1988.** Anything which is upholstered or has a filling must carry permanent labels indicating that they meet official fire resistant standards. As a guideline, items purchased after 1st March 1990 from a reputable UK manufacturer are likely to meet the standards.
- **The Electrical Equipment (Safety) Regulations 1994.** Electrical fittings and appliances must be safe and we would recommend that an annual check is carried out by an electrician who is recognised by the NIEIC, but definitely every five years.
- **Smoke Detectors:** The Law requires that all new houses built after June 1992 have mains operated smoke detectors installed on each floor. Although older properties are exempt from this requirement, we recommend that smoke detectors are installed.

Under our Full Management Service we will arrange for these safety checks to be carried out every twelve months.

Failure to comply with these legal obligations could endanger the safety of the tenant, and may invalidate any insurance cover in this respect. It could also lead to prosecution.

Please be aware that we are unable to accept any responsibility for a property whilst it is not occupied by a tenant.

Preparing Your Property to Let

Guidance Notes for Landlords

Our experience indicates that during a tenancy most tenants do not forward letters addressed to client/landlords sent to the property. Bearing in mind the number of properties we manage it is impossible for us to become involved in passing on mail. We therefore strongly recommend that you obtain the relevant form from the Post Office and pay the small fee involved to have your mail re-directed for six or twelve months.

We sometimes find that shortly after a property is let and occupied we are advised by tenants that they are unable to operate, say, the central heating boiler or an electrical appliance, dishwasher etc. This can lead to the Landlord bearing the cost of us calling out a contractor only to find that the problem is due to unfamiliarity in use of, or a strange 'quirk' of the item or equipment in question. **In order to help try and avoid this, it is essential that you leave a folder in the property containing photocopies of original operating manuals or detailed, clearly written instructions for the use of alarm systems, all the main appliances, central heating and hot water controls etc.**

During a tenancy, the tenant will normally be responsible for all services used, e.g. gas, electric, oil, mains water and sewerage, Telecom/Mercury etc phone charges and the Council Tax unless you specifically agree something different. During any period when the property is vacant before, after or between tenancies, the liability for utilities and responsibility for the property remains that of the Landlord. Please remember that we do not manage empty properties without specific prior agreement in writing.

In order to maintain a good control over the care of your property whilst it is being let and to achieve a happy and successful tenancy, it is in your interest to do as much as possible to ensure that the property is properly prepared for letting.

With years of experience in letting we have found that if the property is handed over to the tenants in good decorative order, furnished to a good standard and in a thoroughly clean condition, the tenants are more likely to take good care of it during the tenancy.

Should you be unable to adequately clean the property before your departure, we would ask that you arrange for contract cleaners to complete the job. If however you do not have time to arrange this yourself we will arrange it for you.

In order to help you in your endeavours to prepare the property for letting, we have pleasure in submitting the following notes for guidance.

1	Carpets We would recommend that any carpets that are frayed should be replaced, if possible, or made good.
2	Kitchen Equipment Fridges and/or freezers should be defrosted and left with the doors open and cleaned thoroughly. Cookers or ovens and hobs should be thoroughly cleaned and left in good working condition.
3	Cupboards and Drawers All cupboards, cupboard shelves and drawers to be wiped down. Any loose hinges to be made secure.
4	Light Fixtures All light fixtures to be in a safe working order All shades to be dusted All light switches to be wiped clean
5	Doors and Door Frames Wiped down and finger marks removed
6	Decoration Re-decorate where necessary to ensure that the property looks as fresh as possible
7	Windows All windows and frames to be washed down and cleaned
8	Wallpaper Any wallpaper seams that have lifted should be treated accordingly. If the wallpaper has been damaged it is preferable to re-decorate than to leave it as it is.
9	Tiling All tiles should be well grouted, polished and clean. Sealant around sink and bath areas should be re-done where necessary
10	Pictures If you should not replace any pictures that you have taken away, it is better to leave the picture nails in situ so that the tenants can make use of the nails, as they are not allowed to hang their own pictures without prior permission from yourselves
11	Gardens The garden should be left in good condition, lawn recently cut, borders and shrubs maintained. The tenant is responsible for the maintenance of the garden but you must leave appropriate garden tools at the property, especially a lawn mower. The tools will be listed in the inventory.

Landlords Repairing Obligations

Under the Landlord and Tenant Act 1985 a landlord has certain repairing obligations to which he agrees when he signs the tenancy agreement.

In general the Landlord has an obligation to maintain the property throughout the period of the tenancy and Michael Graham Lettings, as agents, are required to act on behalf of the Landlord, if we are managing the property which includes:

- A The structure and exterior
- B Repair of the installation for the supply of water, gas and electricity
- C Repair of space heating and water heating

A Landlord is expected to take responsibility for the repairs and maintenance of items supplied with the property such as washing machines and other electrical appliances.

May we take this opportunity to remind you that you are embarking on a speculative venture with a slight element of risk and that some tenants, not having your love and affection for your home may not always adopt the same standards of care and attention that you would as an owner/occupier. At the end of any tenancy allowances have to be made for 'fair wear and tear' taking into account the original condition of an item, the length of tenancy and the number of occupants.

Therefore, we recommend to all Landlords that they should be prepared to undertake redecoration of all exterior parts every five years and all interior rooms every three/four years to maintain the condition of the property, otherwise the property will suffer from wear and tear and will as a consequence devalue the potential rental income and/or sale price.

Insurance

As part of our professional service we offer our Landlords, whether we manage the property or not, the opportunity of taking advantage of the various specialised insurance products available for LET property. We recommend you consider these carefully in comparison to any existing insurance you may have which may be invalidated or restricted once the property is tenanted. Please ask for a leaflet and proposal form which we will then forward to the insurers.

You must tell your insurer in writing that you are letting your property. You may find your contents insurers will impose certain restrictions on your insurance cover for things that you leave in the property whilst it is LET, failure to do so may invalidate your insurance.

Income Tax

Please seek independent advice from your accountant. If you are moving abroad you need to be aware of the Inland Revenue's Non Resident Landlord Scheme. The Landlord must obtain any consent required for the proposed letting from mortgagees and/or superior Landlords.

Consent

The Landlord must obtain any consent required for the proposed letting from mortgagees and/or superior Landlords.