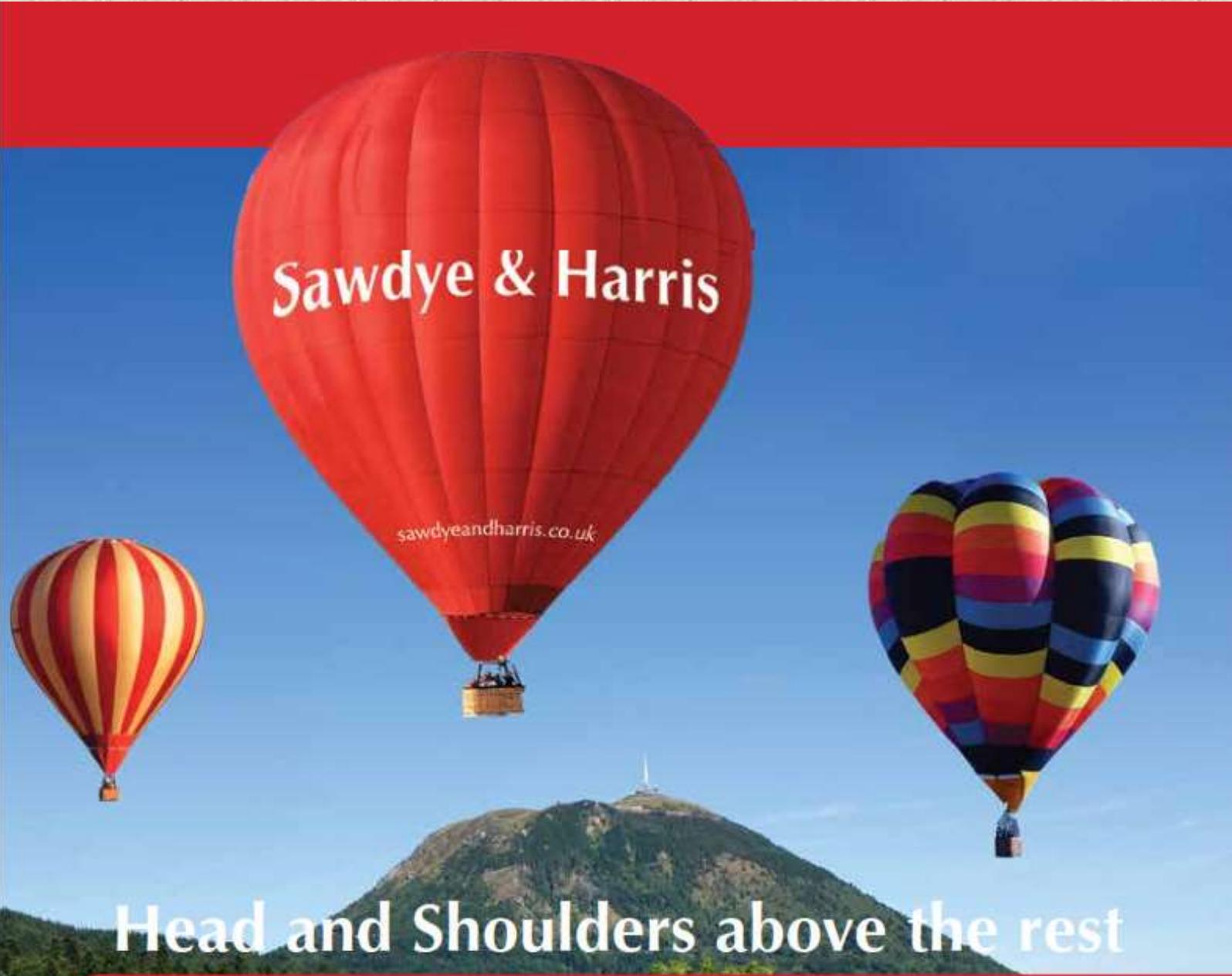


# S&H

Multi Award Winning Agency





Sawdye & Harris

sawdyeandharris.co.uk

## Head and Shoulders above the rest

As you consider your options regarding the letting of your property we hope you will find this Letting Guide extremely useful as an indication of the type of innovative service you can expect to receive should you decide to let your property through Sawdye & Harris.

Letting is becoming an increasingly popular option for home owners but it is essential to establish whether it is an option suited to you and your circumstances. If you do choose to let your property you need to be sure that you, as a Landlord, receive the best possible customer care. We want to give you the highest possible standards of service so that you have total peace of mind when leaving your property in the hands of someone else. Our intention is not to solve problems for you but prevent them from happening at all.

We have prepared this document as a guide only and included advice that is often overlooked by the average letting and estate agent. We trust you will find this helpful but please remember that this document is a guide only and is not intended to replace professional advice that a solicitor may give you. Whilst we will happily answer your questions, some areas sometimes require specialist advice. In this instance we can introduce you to reliable, professional companies whose experience and expertise will be right for you.

**Sawdye & Harris** are a long established, family run, independent estate agency covering not only the Dartmoor National Park and surrounding Dartmoor towns but with coverage across South Devon. We have been successfully selling, letting and managing houses and country estates across the region since 1846 and we are proud of our 165+ year history.

Our catchment area extends from Exeter in the east across to Ivybridge in the west and from Chagford in the north as far as Torbay on the south coast. Our properties range in type and price from one-bedroom flats to modern family houses and from period cottages and barn conversions to large country houses.

The information provided is intended to be a brief introduction to Sawdye & Harris Lettings. If there is anything else you would like to know please do not hesitate to ask. This document should cover most of the questions you may have about our management services but please do not hesitate to contact us if you require any further information.

## YOUR OBLIGATIONS AS A GOOD LANDLORD

As a Landlord there are certain legal requirements which you are obliged to meet. No matter what the Agreement says, the following are nearly always the responsibility of the Landlord in law. The Landlord must keep in repair the structure, exterior and installations of a rented dwelling: structure means walls, floors, roof and windows (including frames); exterior means the outside of your dwelling which includes brickwork, drains, gutters and pipes; installations means those used to supply utilities including the supply of water, water heating, fixed heaters, electrical wiring and gas piping. Also included are plumbing repairs to sanitary conveniences such as basins, sinks, toilets and baths.

There are only two exceptions to this rule:

- (1) If the letting you originally agreed was for a fixed term of seven years or more; OR
- (2) The tenancy began before 24<sup>th</sup> October 1961.

(If either of these exceptions apply you will need to seek full legal advice to consider your position.)

The Landlord also has other legal responsibilities relating to the safety of such items as gas, electricity and furnishings as well as the general standard or fitness of the property for habitation. As a Landlord you must ensure that all of your property is safe and in no way poses a danger to anyone entering the premises. You must ensure that all glass doors have safety glass fitted, that the garden poses no danger to anyone i.e. an old iron fence may cut a child's hand, the guttering may not be held up properly or the kitchen cupboard door that you have been meaning to fix may fall off its hinges and injure another party.

You have a duty of care to ensure that your property poses no danger to your Tenant, a visitor or even someone trespassing on your property. Check your property thoroughly to ensure that there are no hidden dangers. What may be seen as an everyday inconvenience to you and something that you will get around to fixing one day can end up as major incident to someone else and cost you a fortune.

We also stress that appliances are regularly serviced and we cannot emphasise enough the importance of service certificates for both gas and electrical appliances and remind our Landlords that this is a legal requirement.

## GENERAL NOTES ON GAS SAFETY

As from October 1994 it became law for gas equipment in rented properties to be checked annually by a registered installer and to keep accurate records of work carried out on all appliances in their control.

### The Gas Use Regulations 1994

This Act requires the Landlord of rented property to have any gas appliances and their associated pipe work tested on an annual basis. It is therefore essential that this work is done before Tenants take occupation. If the property does not at present conform, we can arrange what is necessary for you. It is very important that you note that the Tenant is to be given a copy of the current record of the safety test certificate before they occupy the premises and a further copy is to be kept on the premises. You must therefore provide a copy of this to our Property Manager for handing over to the Tenant at the signing of the Tenancy Agreement stage.

### **AS A LANDLORD IT IS YOUR LEGAL OBLIGATION TO SUPPLY YOUR TENANT WITH A CLEAN GAS SAFETY CERTIFICATE ANNUALLY**

Whether Sawdye & Harris are managing your property or not we will not be held responsible should a valid clean certificate not be issued to the Tenants. **IT IS YOUR RESPONSIBILITY.** Should you wish for us to carry out this service we can arrange this for you.

If Sawdye & Harris are to perform a management service for you and you have previously stated that you will be dealing with your own certificate but have not supplied one at least two days prior to completion we reserve the right to act in your best interests and will endeavour to instruct our own gas engineers to inspect your property.

Should you currently have a Gas Safety Inspection Certificate in place but have not had any servicing carried out to your appliances we would strongly advise you to do so as the certificate, although a legal safeguard for yourself, does not guarantee\* the continued safety or economic running of the appliance.

Should an accident occur and a certificate not be produced the current maximum fine is £5,000. Should an accident occur due to remedial works not being carried out after an initial inspection the current maximum fine is £20,000 and/or imprisonment. Sawdye & Harris will not be held responsible for any costs incurred for the inspection should a valid certificate be received later than previously stated.

## GENERAL NOTES ON ELECTRICAL SAFETY

### The Electrical Equipment (Safety) Regulations

Landlords must ensure that ALL electrical equipment, appliances, and electric supply are safe. Instruction booklets or clear instructions must be provided for these. Plugs and sockets that are newly installed must conform to the appropriate British Standard or approved alternatives. Plug and Sockets regulations are not retrospective but any relevant equipment included in a new Tenancy after the start of the new regulations must comply.

As from April 1998 Electrical Appliance Testing will be carried out at the time of the GSI for your further safety. The Electrical Safety Regulations require that any electrical appliances supplied must be safe. Where their safe use requires, appropriate instruction booklets must also be provided.

Unlike the Gas Safety Regulations there is no statutory annual testing interval. Yet in order to meet the requirements it is still important that the appropriate checks and safeguards are carried out. The regulations require:

1. GENERAL SAFETY. All electrical equipment supplied must be safe. This will require that a competent and suitably qualified engineer check the electrical appliances, including their leads. Unsafe items should be removed.
2. LABELLING. All electrical equipment that is manufactured after 1<sup>st</sup> January 1997 must be marked with the appropriate CE symbol.
3. INSTRUCTIONS. It is recommended that the manufacturer's instructions be provided wherever possible for each appliance that is supplied. This will help to ensure that the Tenant uses the equipment safely.

### WHY IT IS IMPORTANT

The maximum penalty for non-compliance with the regulations is a fine of £5,000 and/or six months imprisonment.

## GENERAL NOTES ON FURNITURE & FURNISHINGS

### THE FURNITURE AND FURNISHINGS (FIRE)(SAFETY) REGULATIONS 1988 AS AMENDED

You need to ensure that all upholstered furniture complies with these regulations. Generally, these cover the need for fire-resistant filling material to upholstered articles and the passing of a match-resistant and cigarette-resistant test.

Legislation has been introduced which makes it an offence to supply certain furniture in the course of business unless it complies with the (i) Cigarette Tests - (ii) Match Test - (iii) Ignitability Test. The Regulations apply to the letting of Residential Property and can create a criminal offence committable by the Landlord or their Agents. The maximum penalty is a fine of £5,000 or six months imprisonment or both.

Covered items, in general terms, are all upholstery, upholstered furniture, loose fittings and permanent or loose covers.

### The Regulations Apply To

Any property which is let for the first time from the 1<sup>st</sup> March 1993

Any new furniture which is introduced into a property since the 1<sup>st</sup> March 1993

Any property which is currently let with existing furniture from the 1<sup>st</sup> January 1997

### The Regulations Do Not Apply To

Furniture manufactured before 1950

The best way to check whether furniture complies is to check for labels attached to the furniture. Examples of the relevant labels can be obtained from our offices.

If the furniture no longer has safety labels you must establish when and where you bought the furniture and contact the shop or manufacturer to check whether the furniture complies. If you are unable to establish where the furniture came from you should replace the relevant furniture.

Should you fail to comply we will be unable to help you let your property.

\* Appliance servicing will by the cleaning of parts not removable by the user help to prevent any adverse affect on the correct combustion of the gas appliance. However, appliance servicing does not guarantee that the appliance remains in a safe condition but with regular maintenance should provide extended usage

### **The General Product Safety Regulations 1994**

These regulations mean that Landlords are required to consider general safety of the Tenants in their property. For example, the Landlord should supply instruction manuals to items used in property and also information sheet/s covering any issues about potential danger points in the property e.g. sharp objects/hot surfaces etc.

### **ENERGY PERFORMANCE CERTIFICATES**

From the 1st October 2008 all rental properties in England and Wales with a new tenancy are required by law to have an Energy Performance Certificate or EPC.

An Energy Performance Certificate tells you how energy efficient a home is on a scale of A-G. The most efficient homes - which should have the lowest fuel bills - are in band A. The Certificate also tells you, on a scale of A-G, about the impact the home has on the environment. Better-rated homes should have less impact through carbon dioxide (CO<sub>2</sub>) emissions. The average property in the UK is in bands D-E for both ratings. The Certificate includes recommendations on ways to improve the home's energy efficiency to save you money and help the environment. We are required to show the EPC to prospective tenants and tenants will be able to see at a glance how energy efficient and environmentally friendly a particular rental property is. It is a legal requirement to provide the full EPC when a viewing is undertaken or when any written information about the property is provided.

New Regulations in force from 6 April 2012 mean a redesigned version of the current Energy Performance Certificate (EPC) will enter circulation. The redesign has been created to highlight the Green Deal showing key recommendations for improvements to energy efficiency and their cost implication.

### **OUR POLICY**

All information contained within this booklet is produced with the intention of keeping Landlords aware of their legal obligations and of Sawdye & Harris' fee structure. By proceeding to use Sawdye & Harris it will be perceived that our terms and conditions herein have been read, understood and accepted by you. This document is correct at the time of writing and our charges will be revised annually. The information contained within this document is provided as guidance for our clients and should not be reproduced or copied in any way. If in any doubt as to your legal or statutory obligations please speak with your professional advisor i.e. solicitor.

### **DISCLAIMER**

Sawdye & Harris will not be under any liability, which may be imposed directly upon them by reason of any present or future statutory or similar provision, unless such responsibility is the subject of express written instructions which have been accepted by Sawdye & Harris in writing. Every effort will be made to collect outstanding arrears of rent or other outgoings but no responsibility will be attached to us for any default.

## OUR SERVICES

### LETTING ONLY

This type of service is suitable for the Landlord who only requires Sawdyes' professional services to advertise and let the property and prepare the initial Tenancy Agreement.

In this instance you, as the Landlord, would collect the rent and deal with any problems directly with the Tenant(s). This service is not recommended for the busy individual who is not experienced in property management or familiar with tenancy law.

All Tenants are referenced using an external referencing company.

Once this search has been approved we would commence with the following services:

- Initial rental assessment and general advice on letting your property (**detailed below**);
- Advice on compliance with legislation regarding gas and electric installations and furnishings;
- Advertising the property;
- Accompanying all prospective Tenants to view the property;
- Holding keys to the property;
- Negotiating an acceptable rental;
- Holding the equivalent to 6 weeks rental as a deposit from Tenants or more if required in a relevant scheme;
- Drawing up the relevant contractual agreement, usually an Assured Shorthold Agreement in conjunction with the Housing Act 1988;
- Liaising with the local council regarding council tax;
- Collect initial rental and deposit and transfer to Landlords account.

We will also prepare a Inventory/Schedule of Condition relating to the decoration and general condition of any fixtures and fittings (this is not a survey) for an additional fee. One of the main areas where Landlords and Tenants alike require protection is in the preparation of a comprehensive inventory. As part of our continuing endeavour to offer the fairest service to the Landlords and Tenants alike, we advise all Landlords and Tenants to have a Schedule of Condition drawn up.

### LETTING AND FULL PROPERTY MANAGEMENT

Sawdye & Harris offers a full property management service which includes the above letting only service with the additional benefits of rent demand and having a representative of Sawdye & Harris deal with any day to day maintenance and negotiations with the Tenants on your behalf.

Rents can be credited to your bank automatically or will be sent out with a statement of account each calendar month upon clearance of funds.

It is usual for us when managing properties to arrange with you to retain £300 from the rental payment for repairs to the properties. This allows us to resolve issues for Landlords quickly - without the delay of waiting for funds. We engage a full complement of independent contractors for maintenance, repairs etc.

The property management team at Sawdye & Harris provides a comprehensive service designed to give you complete peace of mind. To ensure our team is aware of the ever changing safety regulations all members receive regular training from professional bodies as well as attending workshops and professional training to ensure they are continually updating their skills.

Through regular inspections of your property we are able to ensure that your property is maintained to a high standard and advise you of any improvements we may feel necessary in order to continue achieving the highest possible rental.

We will organise any necessary repairs and appoint only professional contractors expert in their field. Should any maintenance issues arise, your Tenant will have the reassurance of being able to contact someone immediately, and thus be able to enjoy a safe and comfortable tenancy. We can also assist and progress any refurbishment plans, thereby ensuring the minimum disruption to your investment. We provide you with the opportunity to use your own contractors and repair men just advise us on your Landlords form which is attached.

Our aim is your total satisfaction and for you to reap the maximum return from your rental investment.

## Our Fully Managed Service

### What to expect from Sawdye & Harris

Sawdye & Harris will:

- Visit the property and give you advice on any action you need to take before you let the property. This includes any repairs and refurbishments that are needed to put it into a fit state for letting
- Give you advice on the level of rent you can expect
- Arrange for safety checks on gas and electrical appliances to be carried out, if necessary
- Explain your rights and responsibilities and the tenant's rights and responsibilities
- Give you advice on what action to take if the property is mortgaged
- Give you advice on insuring the building and contents and other insurance schemes which may be available to protect their interests and which are not normally covered in standard household policies where a tenant is in residence
- Go with possible new tenants to view unoccupied property
- Choose a tenant in a way agreed with you, taking up full references and checking the tenant's past rent payment record, if applicable
- Provide and fill in a tenancy agreement and take a rental deposit to protect against possible damage and protect this is a registered scheme
- Transfer the bills for the services for which the tenant will be responsible into the tenant's name, if possible

During the tenancy Sawdye & Harris will:

- Collect the rent and pass it on to you every month or as otherwise agreed. We will keep a separate clients' account to hold all money and (except for Registered Social Landlords) belong to a Clients' Money Protection Scheme
- Give you a monthly statement of account
- Visit the property periodically during the course of the tenancy as often as agreed with you (for example, every three months) to check that it is being suitably looked after
- Arrange to have routine maintenance work carried out, up to a limit agreed with you. We will refer expenditure above that limit to you for approval
- Respond promptly to the tenant's enquiries and deal with any issues they may have
- Ensure that rent is paid on time and take reasonable steps to prompt payment of any money owed
- Remove any stress or inconvenience for you

Before the tenancy ends we will:

- Give you advice on your options including reviewing the rent

If you want to end the tenancy, we will:

- Serve the correct notices on the tenant(s)
- Check the condition of the property and any contents and discuss any repairs with you before giving the deposit back or arranging for repairs
- Collect the key and make sure that the property is secure

## FEES

Sole agency letting and management *	Please contact us for our latest deals !
Tenant find only*	Please contact us for our latest deals !
Tenancy renewal fee	£100.00 if property is not managed
Inventories/check in/check out	£100.00 per inspection
Deposit Protection Admin	£50.00
Administration of overseas tax	£100.00pa
Duplication and testing of keys	£7.00 per key
Obtaining estimates and supervision of works	10% of cost of work exceeding £300
Provision of extra copies of agreements etc	£5.00 each
Redirection of overseas mail	At cost
Faxes and overseas telephone calls	At cost
Furnishings & equipping service	15% of total cost
Landlords requested inspections	£50.00

\* A charge of £200 will apply to cover our costs in the event of your property being withdrawn after we have found a tenant if you simply change your mind after instructing us.

Fees are subject to VAT at the prevailing rate and subject to a minimum fee of £400 plus VAT.

This information is a guide only and is for a standard Landlord with one property to let. Please contact us if you have more than one property to let and we would be happy to provide you with an excellent fee deal.

If you are in any doubt over letting your property we recommend you speak with a solicitor who will be able to give you further advice.

Please note:

- **We earn no fee or commission for services we arrange on your behalf**, for instance safety checks and maintenance work. This allows us to represent your interests to best effect.
- **The deposit must be protected in a government-authorized tenancy deposit scheme.** Any interest earned is retained to run the scheme and help us to keep our fees as low as possible.

## **A**dvice

As part of our unique service you will be appointed a Client Manager as soon as we take on your property for letting. Your Client Manager will be your first point of contact for any enquiry; whilst they may not have every answer to hand it will be their role to find out the answer for you and keep you informed of any property or Tenant related matter.

## **A**larm

If your property has an alarm system you must inform us immediately. You should provide us with the access code and instructions for use. If a key is required we will require at least two copies; one for the Tenants and one for the office. Please also leave a copy of the instruction in the property for the Tenants. We will also require your instructions regarding what action should be taken if the alarm sounds.

## **A**nimals & Pets

Fact! More than 1 in 2 households in the UK own a pet! By not accepting pets, you will be decreasing your potential market by 50%.

Fact! 23% of UK households own a dog! (Of these 79% have only one dog.) This means that most potential tenants will only have one dog.

You do have the right to say 'No' to pets and animals if you wish, however if you will permit pets and animals you can stipulate what type and how many. We would also collect a larger deposit (the equivalent to two months rent) from the Tenant in case damage over-and-above general wear and tear is caused by the pet.

## **A**RLA

Sawdye & Harris are proud to be members of ARLA, The Association of Residential Letting Agents. ARLA is the only professional body that is solely concerned with the self-regulation of letting agents and for nearly 25 years have been actively promoting the highest standards across every aspect of residential lettings and management in the Private Rented Sector. ARLA also provides specialist training for our staff to be sure that we meet their stringent criteria and to uphold their codes of practice.

## **C**ondition of Property

The letting market is highly competitive and it is therefore essential that decoration and furnishing is of a high standard in order to let your property quickly and at the best possible rent. Please ensure that all services are connected (i.e water, electricity, gas and telephone).

## **C**heck-In

Accompanying the Tenants to the property and agreeing the inventory with them (whether supplied by the Landlord or by ourselves), explaining how to operate central heating systems and appliances, taking gas and electricity meter readings and supplying these to the relevant boards. Included in management fee, £50 per half hour plus VAT for non managed property.

## **C**heck-Out

Acting on behalf of the Landlord to ensure that the home and its contents are left in the condition stated on the inventory (fair wear and tear excepted), consulting with the Landlord with regard to any deductions from the security deposit (if appropriate), taking gas and electricity readings and notifying the relevant boards is included in management fee, £50 per half hour plus VAT for non managed property.

## **C**leaning

We recommend that an empty property is professionally cleaned prior to occupation by a tenant. By promoting high standards we generally find we attract a better quality tenant(s) and this helps to minimise any voids.

## **D**ata Protection

The Data Protection Act controls how your personal information is used by organisations, businesses or the government. Everyone who is responsible for using data has to follow strict rules called 'data protection principles'. We are registered with the Information Commissioners Office to protect your details.

## **D**eposit

We request a deposit equivalent to 6 weeks rental from all Tenants. This is security against damage etc. which is assessed at the end of the Tenancy. When either a Landlord or Landlord's Agent takes a deposit from a Tenant, the deposit must be protected in a government-authorised tenancy deposit scheme. Tenancy Deposit Protection (TDP), as set out in the Housing Act 2004, requires that all Agents/Landlords protect their Tenants' deposits under a statutory tenancy deposit scheme within 14 days of receiving a deposit. If Sawdye & Harris let your property we will lodge the deposit in a protected scheme. This will safeguard the deposit throughout the period of the tenancy and funds will be repaid to the appropriate parties in accordance with their instructions at the end of the tenancy period.

## **E**lectrical Equipment (safety) Regulations 1994

Under this Regulation Landlords should ensure that all electrical appliances, plugs, sockets, wiring and electricity supply are safe and will not cause danger. Whilst there is no current legal requirement for Landlords to arrange an annual safety check of electrical equipment, the legislation falls under the general Consumer Protection Act 1987 and as such Landlords must demonstrate that it is safe. However we recommend arranging annual inspections as death or injury resulting from faulty electrical equipment could lead to the Landlord being prosecuted.

## **E**mergency Repairs

We do not offer a 24 hour emergency hotline but are available from 8am - 8pm 7 days a week to answer any queries you may have.

## **E**empty Property

Our terms and conditions do not cover period when the property is vacant. If you are concerned about the property and want us to check it while it is empty you must inform us of this and we can make arrangements to do so. There may be an extra cost for this service. Please check your insurance covers the property whilst it is vacant, many policies have a short time limit. However, as we are very successful at letting property it would be very rare that we did not visit the property on at least a weekly basis showing potential Tenants but you should not rely on this if there is a time limit on your insurance policy. Please check.

## **E**nergy Performance Certificates

You may be aware that the requirement for Energy Performance Certificates (EPCs) for rental property came into effect from 1<sup>st</sup> October 2008 in England and Wales. This legislation will apply to social as well as private landlords. An EPC for a residential letting is valid for 10 years, or until a more recent certificate is produced. Failure to provide an EPC at the relevant time where a dwelling is let carries a penalty of £200. We have our own in-house Domestic Energy Assessor who can carry out an EPC on your behalf.

## **G**arden

If your property has a garden attached you must provide some basic equipment i.e. lawnmower, hoe and hedge trimmers if required. Tenants cannot be held liable for pruning shrubs, trimming trees and large hedges. We recommend a gardener is retained if the garden warrants this type of attention.

## **G**as Safety Inspections

We will proceed to obtain necessary certification, if we manage your property, when it is required by Law or due for renewal. We do not gain your prior approval as this is required by Law, but we will bill you for the cost of the Landlords Safety check.

## **H**ead Lessors Requirements

This would apply where the property is leasehold or where you are a Tenant. These requirements are usually covenants as to the Tenant's behaviour, obligations, etc.

## **H**MO

All 3, 4 and 5 person, non related households must be licensed by the Local Authority. Please contact us for further details.

## Income Tax

The income from your rent is considered as unearned income or investment income and as such will be liable for tax. This is regardless of whether you are resident in the UK or live abroad. Many people use the services of an accountant or taxation expert to calculate their liabilities.

We are able to liaise with your accountant and/or the Inland Revenue on your behalf if we manage your property for you (please ask for our current terms and pricing).

## Instruction Booklets

Instruction booklets should be supplied with electrical equipment to minimize the risk of misuse by the tenant.

## Inventories (recording the property condition)

One of the main areas where Landlords and Tenants alike require protection is in the preparation of a comprehensive inventory. As part of our continuing endeavour to offer the fairest service to Landlords and Tenants alike we advise all Landlords and Tenants to take advantage of our inventory service. We now carry out electronic inventories on our properties enabling everything to be emailed thereby cutting down on wasted paper and to speed up the process.

On the agreed start date the Tenants are handed a set of keys and checked into the property. You should supply a set of keys for each Tenant. We recommend that an inventory is compiled to list and record the contents and condition of the interior. The Tenant examines the report and signs to verify that they are in agreement with its contents. At the end of the Tenancy the report would be checked against the current condition of the property.

We believe it is in a Landlord's best interest to have an inventory and therefore if we let or manage your property we automatically carry this out for you and will confirm the costs for this service.

## Inspections - looking after your property

We conduct regular inspections of all tenanted properties. Inspections serve numerous purposes and allow us to visit the Tenant in the property and ensure they are looking after it. We now carry out photographic and video inspections for you to see at first hand how your property is being occupied.

We cannot tell them how to live. We check for obvious signs that something may be wrong with the property. If something needs attention we can then inform you as soon as is practical, helping to reduce the risk of the problem becoming worse and the cost escalating. These visits also help us get to know the Tenants better, so that when the lease is due for renewal we can be confident in the advice we give to you.

## Insurance

As a Landlord you are still responsible for the building and accordingly the buildings insurance. Please note: buildings insurance will not cover the costs of replacing or repairing carpets if they become damaged. It does however cover fixtures and fittings. If the property is furnished or part-furnished you should also have contents insurance that covers **accidental damage**. Please note Insurance Claims are not part of our Management Service.

You need to inform your insurance company of your intention to let and ask them to confirm that this does not affect your contents and property cover. Some companies ask for an increased premium on Tenanted properties. You will also need to check that your policy covers you for third party claims in case of injury.

There should also be suitable cover for any period during which the property may stand empty. We suggest that you advise your insurance company of the proposed letting at an early stage in order that cover for the property is not prejudiced in any way. Failure in informing your insurance company that the property is being let may result in the company refusing to meet a claim.

As a fall-back you may wish to consider taking out a policy that covers legal expenses and loss of rent as a protection. Sawdye & Harris can provide further information if required.

The Landlord agrees to indemnify the Agent against any costs, expenses or liabilities incurred or imposed on the Agent provided that they were incurred on behalf of the Landlord in pursuit of the Agent's normal duties. To assist the Agent in carrying out his duties effectively, the Landlord agrees to respond promptly with instructions where necessary to any correspondence or requests from the Agent.

## **I**nstructions

Instructions for all electrical appliances should be left in the property in a folder that can become part of the inventory. The most important set of instructions is how to operate the central heating boiler.

## **K**eys

We normally require several sets of keys to the property to allow for viewings and then to be handed to the Tenant on occupation. We will retain one set in our office for access and emergencies. Note: If you wish to use or collect these keys at any time you must bring proof of identification as a security measure. The Landlord pays for keys and we will charge you if we need to obtain additional sets. We recommend one set per adult detailed on the agreement.

## **L**and Registry

Fraudsters can and do target properties for fraud; "stealing" your home by taking the legal title to it. This is most commonly done by pretending to be you and either selling or mortgaging your home. The risks can increase if your property is vacant or if you are renting it but there is a simple measure to avoid problems by ensuring the Land Registry have your contact details and you can be informed if any application is made about your property. For more information please ask us or visit <http://www.landregistry.gov.uk/public/property-fraud#m3>

## **L**andlord's Responsibilities

1. If there is a mortgage on the property you will need to obtain permission from your mortgage lender to let the property. A copy of this authorisation must be supplied to us prior to letting.
2. Leasehold properties may be subject to restrictive covenants which forbid lettings. This should be checked and permission obtained if necessary and a copy sent to us for our file.
3. Advise your insurance broker that you will be letting the property and check that the building and contents insurances are not affected by this. Make sure that you are adequately covered and that cover is index linked. Advise your insurer to forward renewal notices to us if you wish then to be paid from the rent monies received.
4. Under the Gas Safety (Installations & Use) Regulations 1994, all gas appliances must be checked annually to ensure they are safe. If we do not have proof that this has been done seven days prior to a let commencing we will instruct a Corgi registered plumber to carry out the check and deduct the cost from the first months rent.
5. Under the Electrical Equipment (Safety) Regulations 1994 all electrical appliances must be tested by an approved electrician to prove they are safe. For this reason we recommend that Landlords remove all unnecessary equipment from the premises. Checks should be carried out annually or at the start of each new tenancy if less than a year.
6. The Landlord agrees to indemnify the Agent against any costs, expenses or liabilities incurred or imposed provided they were incurred on behalf of the Landlord in pursuit of the Agent's normal duties. The Landlord agrees to respond promptly with instructions where necessary to any correspondence or requests from the Agent.

## **M**ail

Landlords are advised to redirect all mail, however some items may still be sent to the property. We do ask Tenants to send or drop in to Sawdye & Harris' offices any post addressed to you and we will hold it for your collection.

## **M**ice

We ask Tenants to take responsibility for buying traps and/or poison in the first instance. If this does not stop them the Landlord will be responsible for paying for treatment by the Environmental Health Department.

## **M**ortgages

If the property you wish to rent is subject to a mortgage then the mortgage lender must be informed that you intend to let the property. This should be done before a Tenant moves into the property. Gaining permission from the building society usually depends upon the mortgage account not being in arrears. Some lenders do ask to see a copy of the Lease which the Tenant will be asked to sign; we will happily provide them with this. The lender may make a small charge to cover administration costs.

## **M**oney Laundering

We have to fulfill our obligations under the Government's Anti-Money Laundering regulations and, following the advice of professional bodies such as the National Association of Estate Agents, we do require our clients to provide us with some form of identification. We believe that, almost without exception, our customers are law abiding citizens. However, as a responsible and professional estate agent, we are quite simply making sure that as far as possible they are protected from the criminal minority for whom money laundering is big business. This evidence of identity needs to be photographic, such as a passport or modern driving licence, and a copy of recent official correspondence such as a utility bill or insurance document.

## **M**arketing Your Property

Once you have decided to appoint us to handle the letting of your property, established the service you require and signed our Terms and Conditions, we are ready to market your property.

We will advise you how best to market your property. For example, we might feel that to achieve the maximum rent and best Tenant for your property a few changes are necessary. This might be the provision of certain household appliances etc. We would also discuss whether the property should be furnished or unfurnished - the pros and cons and effect on rental.

## **N**on Payment of Rent

Any delays of payment or other defaults will be acted on by the Agent in the first instance. Where the Agent has been unsuccessful in these initial actions, or there are significant rent arrears or breaches of the tenancy agreement, the Landlord will be advised accordingly. A solicitor would then be appointed and instructed by the Landlord (except where the Agent is unable to contact the Landlord, in which case the Agent is authorised to instruct a solicitor on the Landlord's behalf). The Landlord is responsible for payment of all legal fees and any related costs.

## **O**verseas Landlords

When a Landlord is living abroad it is their responsibility to appoint a suitably qualified person such as an accountant or solicitor to act on their behalf in respect of taxation matters. If this is not arranged by you we, as your rent collecting agents, can be required under UK Taxes Management Act 1970 section 78 to deduct income tax at the basic rate from Gross rent. Overseas clients may be entitled to reclaim from the Inland Revenue the whole or part of any tax deducted in this manner dependant upon their individual circumstances. We therefore ask for the names and addresses of your tax advisers as soon as possible. It should be noted however that items such as 'Agents and Management Fees' are tax deductible from rents received from the property letting.

Your accountant or tax office will be able to advise more fully. Please refer to our Terms & Conditions in respect of the self assessment Landlord tax liabilities. If you are resident outside the United Kingdom your rent will be viewed as unearned income. This means that anyone collecting rent on your behalf is duty bound to withhold the basic rate of tax for assessment under the Taxes Management Act 1970. (This may alter slightly should you be eligible for self assessment from April 1996.)

We must deduct income tax from rent for Landlords who reside overseas. A Landlord can however apply for an exemption certificate from the Inland Revenue. Once we hold a copy of the exemption certificate we do not need to deduct tax. We can supply further guidelines and application forms for FICO registration. You can complete the NRL form online [www.inlandrevenue.gov.uk/cnr](http://www.inlandrevenue.gov.uk/cnr). Click on the non-residents button on the home page.

## **P**ayment of Rent

We will take your full bank/building society account details so we can pass them on to the Tenant(s) for the payment of rent direct to you. In the event that we are managing the property on your behalf we will collect the rent each month and transfer the rent to you less our management fee, VAT and any other deductions (i.e. repairs etc).

## **P**rospective Tenants

Choosing and vetting prospective tenants - whilst we never pretend that we can guarantee model Tenants we do take all the necessary steps to protect your investment.

Once we have a prospective Tenant a holding deposit is taken in order to establish a level of commitment. We engage a professional referencing company to carry out credit check and referencing on prospective Tenants. In some circumstances we will ask for a Guarantor to underwrite the rent. Typically this is the case when the Tenant has only been employed for a short while, or is self-employed. A Guarantor has to be a homeowner. You should note that if you accept sharers (more than one Tenant) a Guarantor underwrites only a particular Tenant's share of the rent and not that of the whole party.

To ensure that each Tenant fully understands the process and their responsibilities we give them a copy of our renting procedures. A Tenancy Agreement is then drawn up ready for signing. This Tenancy Agreement is normally our standard Assured Shorthold Agreement. Please ask if you would like to see a copy of our Agreement or would like your solicitor to check over the Agreement.

## **R**epairs

At the beginning of the Tenancy we arrange with you to retain £300 from the rental payment for repairs to the properties. This allows us to resolve issues for Landlords quickly without the delay of waiting for funds. We engage a full complement of independent contractors for maintenance, repairs etc. If you prefer, you can arrange for this work to be carried out by contractors you have selected.

Whilst we would normally contact you first, we are sure you will understand that in some cases we may have to act immediately and quickly, particularly where it involves safety e.g. a problem with the boiler. Accordingly, we reserve the right to arrange for any emergency work to the value of £200 to be carried out without first obtaining your approval.

In cases where a repair will cost over £200, it will be necessary for the Landlord to forward the funds immediately in order for us to instruct the contractor. This means that the Tenant will have to wait until the cheque clears before the matter can be resolved, unless the Landlord chooses to arrange cleared funds. Cheques should be made payable to Sawdye & Harris.

## **R**enewing the Tenancy

At the end of the fixed term if possession is not required the Landlord has two choices. With the agreement of the Tenant the tenancy can be extended for a further fixed period. There is no limit to the number of times that a tenancy can be renewed and the advantages to the Landlord of renewing in six month blocks are that he is certain of having a Tenant for the next period and that if necessary he has the facility to increase the rent twice a year. In normal circumstances we would, however, recommend that rent increases are restricted to one a year.

As an alternative to extending for a further fixed period the tenancy can be allowed to lapse into a STATUTORY PERIODIC ASSURED SHORTHOLD TENANCY. In this case the tenancy would continue under the same terms and conditions as outlined in the original Agreement except that now the tenancy will continue until one party gives notice.

## **S**afety

Before we can take on the management of a new property we must insist that the property complies, from a legal and Health and Safety perspective.

- There must be a current Landlords Gas Safety Certificate
- There must be an electrical appliances certificate (PAT)
- Soft furnishings must comply by having the latest fire safety 'Blue Ticketing'
- The property should have two smoke detectors as a minimum. Please note all houses in 3/4/5 houses in multiple occupation must be upgraded to HMO standard.

## **S**moke Detectors

A legal requirement from 1<sup>st</sup> October 2015, all rented property must have a smoke alarm on every floor where there is accommodation and also a CO alarm in any habitable rooms with a solid fuel appliance. Local authorities have a duty to serve notice on the landlord if there is a breach of the Regulations and can execute remedial action if necessary and make a penalty charge up to £5,000. Alarms should be checked as working at the start of each tenancy - although regular testing will be the tenant's responsibility - and replace any that do not.

## **T**elevisions

If you provide a television for your Tenants to use it is your responsibility to ensure that the address has a valid television licence. However if the lease clearly states that Tenants are responsible for any necessary television licence they should buy it. You do not have to provide a television but it is your responsibility to maintain the aerial.

## **T**enancy Agreement between Landlord and Tenant

At the commencement of the letting we draw up an Assured Shorthold Tenancy Agreement, as is used in almost all cases, between you and the Tenant(s). This Agreement usually lasts for a minimum of six months and gives you, the Landlord, greatest protection. The legal agreement is the RICS Model lease and meets the requirements of the Housing Act 1996. This means that under part 1 of the Housing Act 1998 you are entitled to repossession of your property.

Before the Tenant signs the Tenancy Agreement we normally take one months rent in advance and the equivalent of six weeks rental as a security deposit. Once the Tenant has signed we then arrange for you also to sign or we will sign on your behalf as your letting agent. It is essential that the property is left in a clean and tidy condition before handing over to the Tenants. We also require all instructions, manuals and guarantees to be left in one place, preferably in a ring binder.

## **T**erminating a Tenancy

Under the terms of the Assured Shorthold Tenancy the Landlord has the right to regain possession of the property at the end of the fixed term PROVIDING that a notice requiring possession has been served at least two months before the end of the term. If we act as managing agents we will serve the notice on instructions from the Landlord, if we are not managing the property we are able to carry out this serving of notice on the Landlords behalf for a fixed fee.

## **T**elephones

We cannot inform service providers of any change in tenancy. The user of the service must do this. You must ensure the service provider knows you no longer require a service at the property but do not disconnect the line. The Tenants then contact the provider to take over the line/number.

## **U**tilities

Prior to the Tenants moving in they will have arranged for the utilities to be put in their name. Please advise us of the utility companies so we can pass this on to the Tenants.

We will take meter readings and pass these to you. We are unable to notify utility companies (gas and electric) of the change of Tenant and urge you to do this as soon as you have received the last meter readings to ensure you get your final bill promptly. We will advise the Council Tax office of the change in occupation.

## **U**noccupied Properties

1. Sawdye & Harris do not manage unoccupied properties.
2. Sawdye & Harris may find it necessary to employ a gardener at the Landlord's expense.
3. We may find additional chargeable visits to the property are necessary. These will be charged at £25 + VAT per visit.
4. During the winter months we recommend that central heating is left on or alternatively that the water is turned off at the mains.

## **V**iewings

Your property will be shown to potential Tenants by one of our negotiators or one of our Property Managers. To show the property to prospective Tenants we will require a full set of keys from you. Once the property has been let we will retain a set of keys. This is so that we can access the property at any time during the Tenancy should we need to e.g. for repairs. We will also require you to supply a set of keys for each Tenant.

Finally ...

If you do have any problems please feel free to contact us - we are here to help.

**WHATEVER YOUR PROPERTY, WE CAN HELP  
SOME THINGS CHANGE OVER TIME  
BUT NOT THE QUALITY OF OUR SERVICE!**

**Independent**

1

If "here today, gone tomorrow" doesn't work for you then you'll like us. We are here for the long term and that means you get sound advice and good service as well as a true commitment to your letting. You'll notice the difference in everything we do. This is reflected in our being awarded the ESTA (The Estate & Letting Agent Awards) Best Estate Agent in the South West 2011, as rated by our customers.

**People**

2

Our business is as much about people as bricks and mortar. Our staff are all hand picked with a wealth of local knowledge and a level of professionalism second to none. We are always on hand to offer advice and when our offices are not open we are available on mobile numbers to speak to you out of hours, to discuss your property.

3

**Knowing the Market**

We know the local market intimately, street by street, village by village, what lets and why.

4

**Professional**

As members of the RICS, NAEA, ARLA and NALS (the National Approved Letting Scheme) we are committed to high standards in every aspect of our business. All our staff are trained professionals yet helpful and friendly - always going the extra mile.

5

**Reaching Out**

We reach far and wide with marketing that gets property noticed. But we don't just rely on excellent advertising and countrywide coverage, we also pick up the telephone and talk to our prospective tenants.

6

**Technology**

We recognise that different people want to see information in different ways. We can display property in all sorts of formats and communicate in all sorts of ways, just tell us how you like to work!

7

**Not Another Suit**

If it's a man in a suit you want then we probably aren't for you. We're more hands on, in dusty lofts and cellars, muddy fields and gardens and generally getting involved.

# LANDLORDS CHECKLIST

Listed below are points that will need addressing prior to you letting your property

<b>Item/area</b>	<b>Question/Action</b>	<b>✓</b>
<b>Consents</b>	Have you applied for consent from your lender of Freeholder ?	
<b>Insurance</b>	Are you fully insured for a tenanted property ?	
<b>Mail</b>	Arrange for the redirection of your mail	
<b>Tenancy Agreement</b>	Have you agreed terms with your agent and seen a copy of the Tenancy Agreement ?	
<b>Safety Regulations</b>	Have you organised the gas and electrical safety certification ?	
<b>Inventory</b>	Ask you agent to organise the inventory and arrange the check-in with the tenants	
<b>Cleaning</b>	Make sure the property and gardens are clean and tidy	
<b>Furnishings (if any)</b>	Make sure all agreed furnishings are in place with Safety/fire labels	
<b>Keys</b>	Have you provided enough keys ?	
<b>Utilities</b>	Transfer electricity, gas, water and council tax to the tenants	

**Notes:** \_\_\_\_\_

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# EXAMPLES OF PROPERTY WE HAVE LET



**NORTH BOVEY**

**£1500 PCM**



**DARTMOOR**

**£850 PCM**



**ASHBURTON**

**£950 PCM**



**MORETONHAMPSTEAD**

**£950 PCM**



**IPPLEPEN**

**£700 PCM**



**MORETONHAMPSTEAD**

**£650 PCM**



**BOVEY TRACEY**

**£795 PCM**



**SOUTH BRENT**

**£700 PCM**



**CHUDLEIGH**

**£850 PCM**



**CHUDLEIGH**

**£585 PCM**



**ASHBURTON**

**£1650 PCM**



**CHUDLEIGH**

**£625 PCM**



**The Association of Residential Lettings Agents (ARLA) was formed in 1981 as the professional and regulatory body for letting agents in the UK. It was recognised that the requirements of the residential lettings market were so detailed and specific that a separate organisation was required to promote standards in this important and growing sector of the property market.**

### **Membership**

ARLA has 3,500 member offices throughout the UK including large multi-branch national companies as well as the smaller single office practices. Membership is achieved only by agents who demonstrate that they have a thorough knowledge of their profession and that they conduct their business according to current best management practice.

### **Financial Protection**

All members are required to have professional indemnity insurance cover. In addition they are covered by a bonding scheme which provides financial protection for client monies which have been misappropriated.

### **Professional Standards**

ARLA members are [governed by the Code of Practice](#) providing a framework of ethical and professional standards at a level far higher than the law demands. The Association runs a series of meetings, training courses and seminars at local and national levels to ensure that members are kept fully up to date with the latest best practice.

Membership rules require all member offices to have professionally qualified staff. Members' client bank accounts are required to be audited annually ensuring that they conform to a stringent accounting practice.

### **Marketing Advantage**

With its policy of developing and maintaining the highest possible standards within its membership, ARLA is seen as a benchmark for professionalism that both landlords and tenants can have confidence in. This provides its members with a unique marketing advantage in an industry where standards vary significantly and where clients should choose who to use with great care.





The National Approved Letting Scheme (NALS) is an independent licensing scheme for lettings and managing agents. The NALS logo offers peace of mind to landlords and tenants in knowing that any firm bearing it agrees to meet defined standards of customer service, is part of a Client Money Protection Scheme and has a customer complaints procedure offering independent redress.

All NALS agents must meet the following criteria:

- Have current Professional Indemnity Insurance
- Have a designated client account with the bank
- Be part of a Client Money Protection Scheme
- Commit to offer services to landlords and tenants meeting NALS Service Standards (Ben can there be a click through here to What is NALS - agents service standards)
- Have a written Customer Complaints Procedure which offers independent redress should any complaint from a landlord or tenant not be solved in-house

Be sure to look for the NALS licensed firm stamp offering you peace of mind.



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Please visit our Facebook page for up to date news, offers and property information



## Sawdye & Harris awarded at The Lettings Agency of the Year Awards 2015

We are delighted to announce that we have been awarded again as the Best South West Lettings Agency at The Lettings Agency of the Year Awards 2015 in association with The Sunday Times and The Times and sponsored by Zoopla Property Group.

Katie Griffin commented “It is such an honour to win this award which underlines our success and hard work from everyone within my company”

**An extract from the Judges report is below ...**

“Sawdye & Harris is an excellent agency that seamlessly marries the benefits of modern technology with traditional levels of high quality service. Director Katie Griffin is not afraid to innovate and try new technology where she feels it will directly benefit the client, and the recent introduction of video messaging has been a great success – the personalised videos are tracked and recipients can immediately respond with video messages of their own. The team has seen the business continue to thrive on the back of high levels of recommendations from existing clients, and new business can be directly attributed to the vibrant passion and enthusiasm they demonstrate in everything they do. Support and involvement within the local community is paramount and the desire to offer all clients a degree of tailor-made personal service is a reflection of the levels they are prepared to go to in order to achieve customer satisfaction..”



There are lots of good estate agents  
..... but who wants a good estate  
agent when you can have a great one



## OUR OFFICES

**The Dartmoor Office**  
West Street  
Ashburton  
Devon  
TQ13 7DT  
01364 652304

**The Teign Valley Office**  
32 Fore Street  
Chudleigh  
Devon  
TQ13 0HX  
01626 852666

**The High Moor Office**  
1 Pound Street  
Moretonhampstead  
Devon  
TQ13 8NX  
01647 441104

**The London Office**  
121 Park Lane  
Mayfair  
London  
W1K 7AG  
0207 079 1448

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

