



59 High Street, Stony Stratford
Milton Keynes MK11 1AY

T 01908 265200
F 01908 267166
E admin@cartersrentals.com
W www.cartersrentals.com

A LANDLORDS GUIDE TO LETTING YOUR HOME A FULL AND COMPLETE MANAGEMENT PACKAGE



VALUATION AND MARKETING ADVICE

Carters Rentals will gladly visit the property free of charge and give you advice on the level of rent you can expect in the current market. This will include any action you need to take with regard to repairs or refurbishment that is needed to put your property into a fit state for letting. If let unfurnished, we would suggest that the property has carpets and curtains, a cooker, a fridge and a washing machine. In our experience there are just as many people looking for furnished as there are looking for unfurnished properties. Therefore, although this sounds contradictory, what we term as unfurnished property would, in fact still have a furnished agreement with an inventory, noting the carpets, curtains and kitchen equipment. Every prospective tenants needs are different and the more flexible you can be on these points the quicker a suitable tenant will be found. There is no charge for this service.

RIGHTS AND RESPONSIBILITIES OF LANDLORDS AND TENANTS

We will explain to you at valuation stage your rights and obligations and those of the tenants.

BUILDING SOCIETY/BANK PERMISSION

If the property is mortgaged, you should obtain your lender's permission to let the property. They may wish to increase the interest rate slightly whilst the property is let as they may consider their loan to be more of a commercial nature. This varies with each lender. We must point out that there is no guarantee that your lender will agree to you letting your property out. Carters Rentals will be more than happy to liaise with your Bank or Building Society on this matter.

CONTENTS AND BUILDINGS INSURANCE

Your Insurance Companies must be notified of the letting otherwise the insurance could be regarded as void if a claim was subsequently made and they had not been advised. If you have a mortgage on the property the Building Society/Bank who arranged the buildings insurance will usually advise them, but it is your responsibility to confirm that both buildings and contents insurers are informed. We are able to arrange both contents and buildings insurance, full details provided upon request. You must provide your tenant with details of your Buildings Insurance .

WE ARE AN APPOINTED REPRESENTATIVE FOR HOMELET WHICH IS A TRADING NAME OF BARBON INSURANCE GROUP LTD WHO ARE AUTHORISED AND REGULATED BY THE FINANCIAL SERVICES AUTHORITY

SAFETY

If your property is furnished you are required by law to ensure that all items included in the let are safe. For example, particular attention should be given to lawn mowers, ladders, garden equipment, anything with glass in it and equipment likely to be used by children i.e. play equipment, cots, high chairs, bunk beds etc. (See addendum (d))

FURNITURE : All upholstery, fillings and covers of furniture must comply with rules set out in the 'Furniture (Fire) (Safety) regulations 1988 as amended, except upholstered furniture made before 1950, in which case proof of this will be required. Labels to look for bear the numbers BS7177 on bed bases and mattresses. If in doubt at all as to whether any of your furnishings comply then please ensure these items are removed as they cannot be included in the letting. (See addendum (a))

GAS REGULATIONS - IN ACCORDANCE WITH SECTION 16 (I) HEALTH & SAFETY AT WORK AS AMENDED BY GAS SAFETY (INSTALLATIONS AND USE) REGULATION 1994.

In accordance with the above it is the responsibility of the landlord to ensure that all gas appliances have been serviced by an approved inspector (ie Corgi registered) within the past twelve months prior to any tenancy beginning. If this is not the case then we can arrange for this to be done for you. Please note that all gas appliances thereafter must be inspected and serviced annually and a 'Landlord's Certificate' issued. (See addendum (b))

Electrical

It is the responsibility of the landlord to ensure that all wiring and electrical appliances are in safe working order. See addendum (c). If required we can arrange to have this done for you.

An Energy Performance Certificate must be provided before the property can be marketed.

TAXATION

The tax regulations and concessions relating to the income tax, capital gains tax and MIRAS basis mortgages are many and complex. We strongly recommend that professional advice be taken in all cases, if only to confirm that the particular arrangements will not result in a liability arising.

OVERSEAS LANDLORDS

If the Landlord is absent from the UK during the period of letting, then we, as Agents, are liable for Income Tax at the rate set by the Inland Revenue on the rents received, we must therefore withhold a percentage of the rental income, unless confirmation from the Inland Revenue that the landlord is exempt is supplied. If you believe that you will be an Overseas Landlord during the Letting of your property then we will explain the procedures that you need to take.

UK RESIDENT LANDLORD

The landlord is personally responsible to the Inland Revenue for any tax liability and also for preparing and submitting the necessary statement of income and exemption

INSTRUCTION INFORMATION/GENERAL SAFETY REGULATIONS 2005

Instructions must be provided by the Landlord for the safe operation of products and appliances supplied by the Landlord for the use of the tenant. This includes detailed information regarding the location and operation of mains, i.e.: water stop cock and gas and electric mains switches.

SERVICES

It is your responsibility to inform the Water, Gas and Electricity providers, Council, telephone, cable/and or satellite provider that you are vacating the property. Final meter readings should be done without disconnection and your forwarding address given to them for your final accounts. Utility service suppliers details, including name address and telephone number where possible, should be provided in order for us to transfer the bills for these services into the tenant's name. Whilst we endeavour to take readings etc, this is not always possible and therefore we cannot accept any liability or responsibility regarding this.

CARTERS RENTALS DO NOT ACCEPT RESPONSIBILITY FOR ANY OF THE ABOVE AND WE ADVISE YOU WHERE POSSIBLE TO GIVE TWO WEEKS NOTICE.

POST

Please contact the Post Office to organise a mail redirection service to your new property. This should be done at least 2 weeks in advance. No responsibility can be taken by Carters Rentals for the re-direction of mail.

VIRGIN CABLE NETWORK

It is the tenant's responsibility to pay the yearly subscription to the cable network.

VIEWINGS

We will contact you to arrange a time to show prospective tenants around the property. If the property is vacant then please supply a key for viewings which will always be accompanied.

KEYS

Once the property is let please supply two complete sets of keys, one for your tenant and one for us to keep within our office to enable us to carry out inspections of the property during the tenancy.

REFERENCING

We will choose a tenant in a way agreed with you, taking up references or checking the tenant's past payment record.

TENANCY AGREEMENTS

Carters Rentals will prepare all tenancy agreements and notices to comply with the 1988 Housing Act (as amended by the Housing Act 1996). Any further information will be supplied upon request.

INVENTORIES

We will prepare an inventory at the property to include a description of the general state of decoration and contents prior to the let together with acceptance by the tenant of the property so described. We do not charge extra fees for this service. Any repairs or replacements to be made to satisfy the inventory at the end of the tenancy will be paid from the deposit held. Please note we do not enter lofts or cellars (or move furnishings) during the taking of inventories and anything left in these areas is at your own risk. We reserve the right to employ cleaners at your expense if needed. If the property is not ready for the taking of the inventory by the agreed date we cannot take any responsibility for its accuracy. **We are not experts in fabrics, woods, materials or antiques etc, nor qualified surveyors, therefore the inventory should not be used as an accurate description of each and every piece of furniture and equipment, or as a structural survey.**

PAYMENT OF RENT

The rent is payable monthly in advance by the tenant, by standing order where possible and we pay you monthly on, or around, the 12th of each month by cheque or direct to your Bank account, with a statement being provided each month to the address you have given us. Rents are collected on the 1st of each month and where a tenancy has commenced on a date other than the 1st there will be pro rata payments in order that future payments are made on the 1st of the month. Further details can be explained on request.

RENTAL ARREARS

Thankfully rent arrears are a rare occurrence mainly because of the stringent process we undertake on your behalf in taking up references, carefully interviewing and assessing prospective tenants. We will take all reasonable steps to ensure prompt payment of any money owed. When a tenant does default on the agreement we would be only too pleased to liaise with your Solicitor. We must emphasise however, that whilst we shall endeavour to prevent such a situation occurring, we cannot take any responsibility for legal costs and/or loss of rent as a result of the tenants default. However, we can arrange Legal and Rent Protection Insurance (full details on request.)

SERVICE, REPAIRS AND MAINTENANCE

We ask our tenants to report any essential repairs or damages to us immediately in order for us to rectify them straight away. Where possible we will contact you regarding these repairs, however we reserve the right in your best interests to carry out any emergency repairs on your behalf and deduct these costs from the rent due to you. We will arrange to have routine maintenance and repair work carried out up to a limit agreed with you. We will refer expenditure above that limit to you for approval.

INSPECTIONS

We will visit the property periodically during the period of the tenancy (once in 6 month let and twice in 12months) to check that it is being suitably looked after.

DEPOSITS AND FINAL INSPECTION

A Deposit against damage is held by us for each tenancy at a sum equivalent to at least one and a half month's rental, (this can be varied under certain circumstances) unless otherwise agreed with you. At the end of the term of the tenancy we will inspect the property, collect keys, ensure the property is secure and return the deposit if everything is in order, all rents are paid up to date and proof is received by us that all utilities and Council Tax are paid up to date. All deposits are kept in a separate client account. We hold Professional Indemnity Insurance and hold Clients Money Protection Insurance in accordance with our Tenant Deposit Scheme regulations.

WHEN THE PROPERTY IS EMPTY

During periods of vacancy Carters Rentals cannot be held responsible for security or general management of the property. **Always ensure that adequate heating is afforded to the property during periods of vacancy in cold weather.**

VALUATIONS AND SELLING

Carters Estate Agents Ltd can provide you with a free valuation should you decide to sell your property. In fact, in many cases, it can be possible for us to carefully negotiate with the tenants of the property for it to be placed on the market prior to them vacating. This ensures that the property is occupied for the longest possible period.

FEES

Our fees are extremely competitive and reflect the level of service that we deliver and we can offer special low rates for Landlords with more than one property. An initial marketing fee is charged, which covers all aspects of marketing, and preparation of the paperwork. The agreed monthly commission is a percentage of the rent and is collected throughout the term of the tenancy. If the tenant re-lets there is a small fee to cover the administration costs. Each time a new tenant needs to be found the initial marketing fee is charged. These fees are deducted from the first months rent collected, and include any renewals or extensions of the original term granted.

We also offer a separate fee structure for Landlords that require a tenant find only service.

NON MANAGEMENT PROPERTY

If we are not employed to manage your property only the sections of our service standards which are relevant to finding a tenant and letting the property will apply. This will include you the Landlord compiling your own inventory and ensuring that the tenant's deposit once received by you is held in an appropriate Tenant Deposit scheme.

IN CONCLUSION

To the majority of prospective Landlords letting their property is a completely new and sometimes worrying experience, the Housing Act 1988 (as amended by the Housing Act 1996) is full of complexity but the financial benefits are of course very positive. At Carters Rentals we are proud of the fast, efficient and caring service that we offer, so if you have any questions that need answering, just ask, peace of mind is only a phone call away.

ADDENDUM A

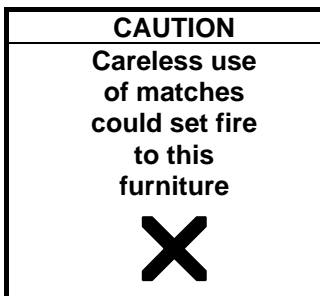
Furniture

Almost any upholstered furniture, whether new or secondhand is covered by safety standards, including:

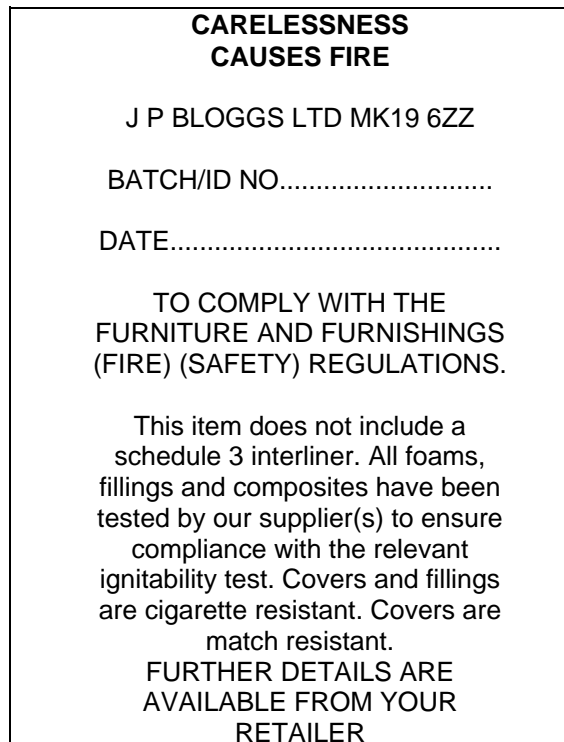
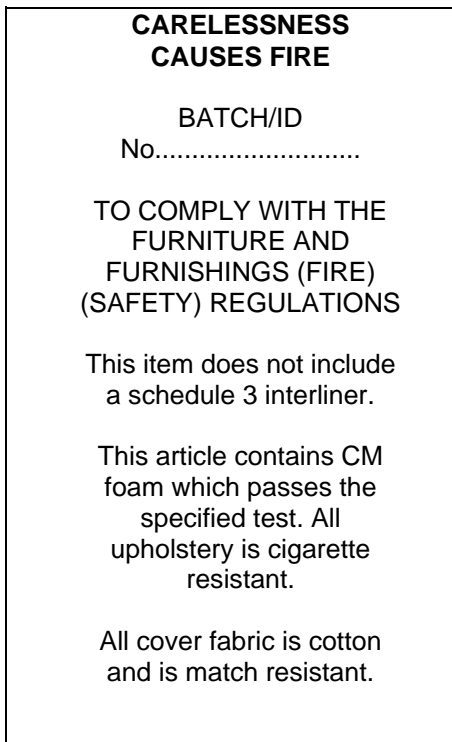
bed bases, chairs, cushions, cots, divans, headboards, highchairs, mattresses, pillows, playpens, settees/sofas.

All upholstered furniture must comply with stringent fire safety standards introduced in 1988 except upholstered furniture made before 1950. If your property was let for the first time after 1st March 1993 any furniture replaced or added after this date must comply with the standards. If the property was let before 1st March 1993 and your present tenants occupied the accommodation before 1st January 1997 then you do not need to replace the furniture until a new tenant occupies the accommodation.

How can you comply? Look for a permanent label which should be attached to all new upholstered furniture made since 1988 - see labels below. Mattresses and bed bases do not have to have a permanent label, however, to ensure they meet the standards you should look for a label stating they comply with BS7177. If you cannot find these labels you will not know whether the furniture complies. Our advice is not to use such items. The regulations came fully into effect on 1st March 1990, so anything bought new since that date should comply. Similarly anything re-upholstered since should comply.



IF YOU SEE THIS LABEL THE FURNITURE DOES NOT COMPLY WITH CURRENT REGULATIONS.



These labels do not represent an exact reproduction of labelling and are intended as a guide.



ADDENDUM B

Gas Appliances

New and secondhand gas appliances must be safe and have clear instructions and warnings appropriate to their safe use.

Installation and use of gas and liquid petroleum gas systems and appliances need to be checked at least once a year by a business registered CORGI plumber. Records of any tests and repairs should be kept. The Health and Safety Executive enforce law covering gas installation (tel 0800 300363). Should we not have the required Gas Safety Certificate in our possession by 1 week before the commencement of the tenancy we reserve the right to organise one on your behalf the cost of which will be deducted from your rental payment (charges vary depending on the amount of appliances in the property).

ADDENDUM C

Electrical Appliances

Electrical appliances must meet current safety requirements and be examined regularly by a qualified electrician, and appliance operating instructions provided. All plugs should have the correct fuse fitted and have sheathed live and neutral pins and mains leads should be colour coded. The Landlord and Tenant Act requires Landlords to ensure that the electrical installation is safe and that you have complied with your 'duty of care' to your Tenant. Failure to comply can result in **criminal prosecution. It is recommended that an electrical safety check (including PAT testing of appliances) is undertaken every 12 months.**

ADDENDUM D

Other Products

Many other products whether new or second hand could pose a hazard. For example:

bunk beds, garden equipment, glass topped tables, high chairs, ironing boards, ladders, lawnmowers, play equipment.

The law requires you do all you reasonably can to ensure these items are safe. These products should be carefully assessed. The sort of things you should look for are:

- Ladders should not have loose rungs or weak supports
- Lawnmowers should not have loose guards or blades
- Play or garden equipment should not be defective in any way
- Slats on bunkbeds should not be loose or too far apart
- Check the stability of oil heaters and appropriate warning labels
- Check stability of high chairs etc

Where appropriate, checks should be regularly carried out by an expert. If you have any doubts replace old items with new.

General Product Safety

The GPS Regs 1994 specify that any product supplied in the course of a commercial activity must be safe. In the case of letting it would include the structure of the building and its contents. You should check for leaning walls, broken glass, sharp edges etc and leave instruction manuals, especially for high risk items such as lawnmowers etc.