

## LANDLORD INFORMATION PACK

### WELCOME

At Blackfields we quite simply specialise in lettings & management in Huddersfield and the surrounding areas. As a local letting agent with a large selection of properties to rent in Huddersfield and beyond we offer an exceptional service by utilising our wealth of property experience and local knowledge. Whether looking for apartments or houses to rent in Huddersfield we have a wide selection. We believe that our service is second to none, with team work & dedication our vision is to go beyond where others fail. You will find us straight talking, upbeat, professional and totally customer focused with a personal accountability for your success.

This 'Information Pack' will guide you through the rules and regulations, which affect you as a landlord. You will be offered a choice of 2 levels of service, you should select the one most suited to your requirements. We will discuss each with you and answer any questions you might have, in some cases we can offer a bespoke service that fits in line with your needs.

### LEVELS OF SERVICE

FULLY MANAGED 10% plus £99 set up fee Subject to minimum £40 per calendar month.

- Website promotion [www.findaproperty.com](http://www.findaproperty.com) [www.primelocation.com](http://www.primelocation.com) [www.blackfields.co.uk](http://www.blackfields.co.uk).
- Accompanied viewings and negotiate the terms of the tenancy.
- FREE 6 MONTHS RENTAL GUARANTEE WITH LEGAL PROTECTION.\*
- Professional external referencing through Homelet including credit checks, employment checks and electoral roll checks.
- Tenant matching and mailing lists including e-mail matching.
- The arranging and supervising of the signing of either a six or twelve month Assured Shorthold Tenancy including the collecting of the first month's rent and bond, setting up of the standing orders and the serving of all relevant notices where required.
- Paying of all rents and chasing up all non-payment of rents.
- Organise specialist insurance.
- Arrange annual Gas & Electricity safety checks.
- Tenant Check in & Check out of the property.
- Resolve any Tenant and deposit claims.
- Arranging of all maintenance issues.
- Preparation of monthly rent statements.
- Quarterly Property Inspections.
- Meter readings taken and tenant informed of utility suppliers.
- Members of DPS (The Deposit Protection service) to hold the tenants bond in accordance with the new "tenants deposit scheme" law which came into effect on 6th April 2007\*

TENANT FINDING SERVICE One month's rent, subject to minimum fee of £400

- Website promotion [www.findaproperty.com](http://www.findaproperty.com) [www.primelocation.com](http://www.primelocation.com) [www.blackfields.co.uk](http://www.blackfields.co.uk).
- Accompanied viewings and negotiate the terms of the tenancy.
- Professional external referencing through Homelet including credit checks, employment checks and electoral roll checks.
- Tenant matching and mailing lists including e-mail matching.

- The arranging and supervising of the signing of either a six or twelve month assured short hold tenancy including the collecting of the first month's rent and bond and setting up of the standing orders.
- Members of DPS (The Deposit Protection Service) to hold the tenants bond in accordance with the new "tenants deposit scheme" law which came into effect on 6th April 2007.\*
- **A rent collection service is also available at an additional charge.**

## **RENT**

Unless specifically instructed to the contrary (in writing) – the rent is exclusive of gas, electricity, telephone, water and council tax. Under an Assured Shorthold Tenancy Agreement, the rent will remain the same for the fixed period of the term. At the expiry of the Agreement, a rent review can take place. All rents are collected monthly in advance.

## **DEPOSIT BOND**

A deposit/bond, normally one month's rent +£100 is taken from the Tenant and held by Blackfields within the Tenancy Deposit Scheme (managed properties only) as security for repairs and replacement of property for which your tenant is responsible. Subject to a satisfactory final inspection being carried out, this is refunded directly to the tenant, less any agreed deductions. Allowance must be made for fair wear and tear.

Under the Tenant Finding service only, the Landlord holds the bond monies and is responsible for accounting to the departing tenant. The Tenancy Bond will not under any circumstances be used to meet a rent payment during the tenancy.

## **CREDIT/EMPLOYERS REFERENCING**

In the Interest of customer care and to ensure that we find the most suitable tenant for your property we employ a specialist company called Homelet to undertake all of our credit and employers referencing and vetting procedures. Each prospective tenant will be fully referenced, however, we cannot be held responsible for any disputes/damages/disagreements and non-performance of duties on behalf of the tenant during the period of the tenancy.

## **TENANCY AGREEMENT**

In all instances, the appropriate Tenancy Agreement is issued. A private residential tenancy will be governed by the Housing Act 1988 (amended in 1996) and will be an Assured Shorthold Tenancy Agreement, unless specifically instructed to the contrary (in writing). These AST's are either for a period of 6 months or 1 year. They can be renewed for an additional 6 months to 1 year or let to run on a periodic basis (month by month).

In the case of a Company Let, the relevant Company Agreement is issued at no extra cost. You can of course instruct an independent Solicitor to prepare an Agreement on your behalf – in this instance, whilst accepting your instructions, we cannot be held responsible or liable for any error or dispute, by omission or otherwise, that may arise out of that Agreement and/or Notices.

We tailor each agreement to meet your exact requirements and we will prepare a draft copy for your approval prior to signing.

## **INVENTORY**

An inventory is essential and cannot be recommended enough. We instruct independent inventory clerks thus providing an impartial and concise report. A full inventory check should be carried out at both the commencement and termination of the tenancy. The inventory provides a schedule of condition which identifies the equality and state of the property and everything therein. The Landlord pays for the preparation of the inventory and the tenant will receive a copy of the report and sign to acknowledge acceptance. Up to date Inventories are a mandatory requirement with our Full Management service. In the case of any disputes surrounding the condition of a property and content the inventory is the reference point to settle such disagreements.

### **Basic Essentials for Furnished Accommodation**

ALL ROOMS/AREAS	KITCHEN	
Suitable floor covering	Adequate storage cupboards	Cooker
Lampshades	Washing Machine	Fridge
Curtains/nets/blinds (as applicable)	Adequate crockery/cutlery	Pedal Bin

Some form of heating  
**LIVING ROOMS**  
 Suitable sofa and/or chairs  
 Occasional/coffee table  
 Dining table and adequate chairs

Various cooking utensils/Assorted cooking pots and pans  
**GARDEN**  
 Lawnmower  
 Spade  
 Secateurs

**BEDROOMS**  
 Appropriate bed, mattress and pillow(s)  
 Wardrobe  
 Chest of drawers/dressing table

**MISCELLANEOUS EQUIPMENT**  
 Iron and Ironing Board  
 Vacuum Cleaner  
 Dustpan and brush  
 Broom/Mop and bucket

**SAFETY REGULATIONS**

**The Gas Safety (Installation & Use) Regulations 1998**

It is the landlord’s responsibility to verify that all gas appliances, flues and pipe work comply with the regulations and those annual inspections and safety checks are carried out by a certified CORGI registered engineer. This safety certificate should be supplied to the tenant on the day of occupancy or within 28 days of the inspection if they are already in residence. If no certificate is provided then we reserve the right to arrange one at the Landlords expense as we must always hold an up to date certificate on file prior to commencement of tenancy.

**The Electrical Equipment (Safety) Regulations 1994**

Landlords must ensure that all electrical installations and appliances are safe and will not cause danger. They must also comply with all statutory requirements.

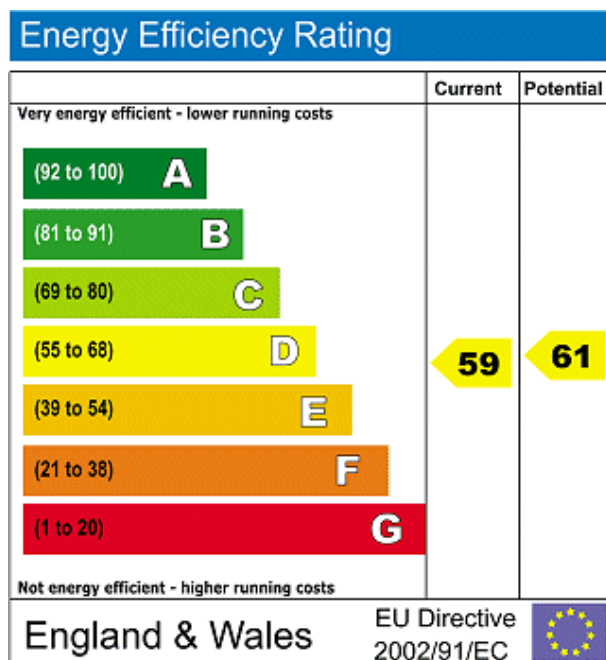
While there is no current legal requirement to arrange an annual safety check of electrical equipment, the legislation falls under the general Consumer Protection Act 1987, and as such Landlord must demonstrate that it is safe. Blackfields would strongly recommend arranging an annual inspection as death or injury resulting from faulty electrical equipment could lead to the Landlord being prosecuted. Instruction booklets should be left at the property for tenant reference.

**Energy Performance Certificate (EPC)**

Government legislation now requires all commercial and residential properties being sold, built or leased, to make available an energy performance certificate (EPC) to prospective purchasers or tenants. This will enable people to make more informed decisions relating to the energy efficiency of a property and the ongoing costs of fuel.

This will tell your tenant how energy efficient your property is on a scale of A-G. The most efficient homes are in band A.

Ask us about our EPC service.



## **FIRE SAFETY**

### **The Furniture & Furnishings (Fire) (Safety) (Amended) Regulations 1993**

It is an offence to provide furniture in a let property which does not comply with the Fire Resistance Requirements set out in the Furniture & Furnishings (Fire Safety Amendment) Regulations 1988 (amended 1993).

#### **Smoke Detectors**

Although there is no legal requirement to install smoke detectors in a let property Blackfields believe that it is in the best interest of both the Landlord and the Tenant that they should be fitted, at least one per floor. (Battery Operated). Homes built after June 1992 are by law required to have linked, main wired smoke detector on every floor.

#### **Carbon Monoxide**

Again there are no regulations requiring detector to be fitted in Let properties, however we recommend that they are fitted as a matter of course and precaution.

## **EXTERIOR**

If there is a garden with the property, you must ensure that suitable gardening equipment and tools are left to enable the tenant to keep the grounds in good order, for example: Lawnmower, rake, spade, etc.

You may wish for a contractor to attend and maintain your garden upkeep during the tenancy period, rather than rely on the tenants – we can arrange this for you, upon receipt of your written instruction and subject to an additional charge.

## **REPAIRS**

During the course of the tenancy, you will be responsible under existing legislation, for all repairs to the property and contents, except where caused by your tenants' negligence or misuse. Should any repairs be necessary, as your Managing Agent, we will arrange competitive estimates for your approval, unless the matter is deemed to be urgent. All EXPENDITURE will be shown on a statement of account which will be issued to you along with copies of all invoices. (This will be settled by us on your behalf subject to us holding sufficient monies in your account to meet the payment amount.)

## **KEYS**

Keys should be made available to your tenant on the day of occupation, any keys such as window locks etc should be left in the premises for the tenants' for use. If Blackfields are the managing agent then we should hold a set of keys to allow easy access for maintenance contractors and emergencies.

PLEASE NOTE: It is imperative that Blackfields hold at least one set of keys for your property at all times (Fully Managed properties only). If not we reserve the right to have a set of keys cut at the landlord's expense along with a £15 key cutting charge.

## **MAIL**

You must advise the Post Office of your forwarding address so that your mail can be re-directed.

## **GROUND RENT & SERVICE CHARGES**

The Landlord is responsible for the payment of the ground rent, service charges and the maintenance of the property where applicable.

## **INSURANCE & MORTGAGES**

(Buildings & Contents) - We suggest you advise your Insurance Company of your proposed letting at an early stage to ensure that cover for the property is not prejudiced in any way. Failure to inform your Insurance Company may result in the Company refusing to meet a claim. (Legal and Rent Protection) – Whilst not mandatory, we would recommend that you give serious consideration to some form of Legal Protection Insurance.

If your property is mortgaged, you will require approval from your lender before you enter into a letting agreement. In most cases, consent is given readily. A small administration fee and/or percentage change to your mortgage rate might be made by the mortgagee. You might be entitled to tax relief on the loan interest.

## **COUNCIL TAX**

Council tax is payable by the tenants of the property and a clause to this effect is included within the tenancy agreement, however if the property is empty then the Landlord is responsible for council tax payments.

## **FOR MORE INFORMATION**

Speak to a Blackfields representative

Blackfields (Yorksire) Ltd

1A Chequers

Woodsome Park

Fenay Bridge

Huddersfield

HD8 0JW

Telephone: 01484 608708

Fax: 01484 773200

Email: [mail@blackfields.co.uk](mailto:mail@blackfields.co.uk)

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

