

**CHARTERED SURVEYORS** 



Tel: 01246 232853

**Web:** www.wilkins-hammond.com **Email:** enquiries@wilkins-hammond.com

Wilkins Hammond, "Devon House", 28 Gluman Gate, Chesterfield, Derbyshire, S40 1TX















### LANDLORD INFORMATION- RESIDENTIAL PROPERTY LETTINGS AND MANAGEMENT

### **Our services**

Wilkins Hammond is a long-established local, independent Firm of Chartered Surveyors. Our dedicated and efficient Residential Lettings team specialise in the marketing, management and day to day running of rented property. As we deal only with the Letting and Management of residential property, we are able to offer a personal, tailored service to suit the varied needs of Landlords, whilst offering a friendly and approachable point of contact for Tenants

### We offer:

- ☐ Marketing, Letting and Full Management
  - Marketing, Letting and Account Management
- Marketing and Letting only

WARNS	Letting & Full Management	Letting & Account Management	Letting Only	
Marketing (Via Town Centre Offices, Mailing list, websites, email)	<b>√</b>	✓	✓	
Providing a "To Let" Board	✓	✓	✓	
Accompanied <b>Viewings</b>	✓	✓	✓	
Status Enquiries	✓	✓	✓	
Drawing up & signing of <b>Tenancy Agreement</b>	✓	✓	✓	
Collecting Rent as Instructed	✓	✓	✓	
Providing an Inventory & Record of Condition	£90.00	£90.00	£90.00	
Collecting the <b>Tenancy Bond</b>	✓	✓	✓	
Registering the Tenancy bond with Scheme	£40.00	£40.00	£40.00	
Holding the Tenancy Bond as Stakeholders	✓	✓		
Rent Reviews (As Advised)	✓	✓		
Arranging Repairs & Maintenance during The tenancy	✓			
<b>Discharging Invoices</b> for Repairs & Maintenance (Subject to cleared funds being held)	✓			
Occupied Property <b>Inspections</b> (Twice within a year)	✓	✓		

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#### Marketing

We will visit your property to carry out an appraisal and valuation for letting.

This service is without obligation and is free of charge.

We aim to achieve rentals in line with the local market, at a level to encourage maximum enquiry levels to achieve the earliest possible tenancy commencement.

To maximise local market coverage we will: Display detailed particulars in our town centre premises Provide "To Let" boards at the property Distribute lettings lists to local employers  $\Box$ Operate a mailing service Handle postal, telephone and electronic enquiries Advertise in the local press. Advertise on our website www.wilkins-hammond.com Advertise on www.rightmove.co.uk.

Conduct accompanied viewings at times to suit the prospective Tenant

Market conditions will determine the duration of the letting process and no guarantee of occupancy can be offered. Please bear in mind that rental valuations are based upon the prevailing market conditions. Rentals set above market levels may result in the property remaining unoccupied for longer.

#### **Status Enquiries**

When a tenancy application is received we carry out status enquiries for each applicant. Status enquiries include:

□ County Court Judgment checks
□ Bank account checks/references

Employer's references

Previous Landlord references (where applicable)

In some cases further character references may be required.

Any concerns raised by the responses to our enquiries will be referred to the Client prior to accepting or refusing an applicant. The cost of these enquiries is included within the Letting and Re-letting Fee detailed below.

#### **Inventories**

With the full management service, we compile a detailed inventory and record of condition prior to the initial tenancy commencement. Revisions are made between tenancies, where necessary.

This document records not only the contents but also the general condition and cleanliness of the property and its contents. It is important that the property is in the best condition possible prior to the initial tenancy, to encourage the Tenant to maintain it and return it in the same good condition.

### **Tenancy Agreements**

When we have received satisfactory responses to our status enquiries, we will prepare the Tenancy Agreement on your behalf. This is included within the Letting and Re-letting Fee detailed below

We offer an Assured Shorthold Tenancy Agreement, providing the Tenant with a secure period of six or twelve months.



#### At the start of the Tenancy

When the tenancy begins, we inform the utilities, local authority, and Severn Trent Water. The Tenant is then made responsible for payment of these services for the duration of their tenancy.

#### **Tenancy Reviews and Renewals**

Unless Notice to terminate the tenancy is given by either the Landlord or Tenant, the tenancy will continue after the initial secure period.

The Assured Shorthold Tenancy will become a Periodic Tenancy under the same terms as the original Agreement, with the exception of allowing the Tenant to give one calendar months notice in writing to vacate at any time.

Should market conditions have improved during the fixed term of the tenancy, you may be advised to increase the rent. This may be done at any time following the fixed term in the form of a Statutory Periodic Assured Shorthold Tenancy Amendment Notice. Upon your request, we will serve this on your behalf.

### **Security Bonds and Rent Payments**

When the tenancy commences, the first month's rent is collected by us together with a security bond.

Payment of rent is determined by the rental period stated in the agreement and is usually either calendar monthly or weekly in advance. Under our full management service, the security bond is held by us as stakeholders under the terms of the Tenancy Deposit Scheme. Landlords who manage their own property are responsible for registering the security bond with a deposit scheme and should refer to the General Advice Section of this pack.

Wilkins Hammond is a member of the Tenancy Deposit Scheme, which is administered by: The Dispute Service Ltd , PO Box 541, Amersham, Bucks, HP6 6ZR, telephone: 0845 226 7837, email: deposits@tds.gb.com, fax: 01494 431123.

### **Accounting to Clients**

The rent collected by Wilkins Hammond is paid to the Client on a monthly basis net of management commission (+ VAT) and any monies expended on the Client's behalf with prior authorisation. The only occasions where expenditure may occur without prior authorisation is in the case of emergencies, where there is a duty of care to the Tenant under the Landlord and Tenant Act 1985, for example: fire, flood, gas leak.

#### **Repairs and General Maintenance**

Under our full management service we will arrange for repairs to be carried out on behalf of the Client during the tenancy and Tenants are instructed to liaise fully with Wilkins Hammond in respect of repairs and maintenance where prior authorisation is given by Landlords.

An "out-of-hours" emergency number is given to each Tenant at the commencement of the tenancy.

In the case of more major repairs, an estimate will be obtained from a reputable local Contractor and forwarded to the Client for comparison with estimates obtained by the Client for approval and consent to proceed.



### **Routine Maintenance Inspections**

Routine inspections are undertaken during each tenancy. We aim to inspect occupied properties twice within a year. This procedure allows us to check whether the property is being maintained in line with the tenancy agreement. Inventories are not checked at this time. This is included within the management commission.

### At the end of Tenancy

As part of our service, we meet the Tenant at the property when the tenancy comes to an end. You are advised to be at this meeting, when a member of our team will check through the Inventory and Record of Condition that was provided at the start of the tenancy.

Although consent for the return or retention of the bond must be given by you and your Tenant, we assist you in reaching agreement should there be discrepancies or differences of opinion.

When agreement is reached between you and your Tenant we aim to finalise the account and return the bond as soon as possible.

Once the Tenant has vacated the property, we will inform the utilities, local authority and Severn Trent Water that they are no longer responsible for payment of these services and request that bills are forwarded to us whilst the property is unoccupied.

#### **General Information**

#### Consents

If your property is mortgaged, you must inform and gain consent from the Lender before instructing Wilkins Hammond to commence marketing the property. In the case of leasehold properties, the Head Lessor must be informed prior to instruction, as restrictions and/or additional clauses may be required to be inserted into tenancy agreements. It is also imperative that insurance companies are informed, as the cover provided by your insurance policy may be affected if a property is tenanted.

#### **Taxation**

Wilkins Hammond advises all Clients to seek the advice of an Accountant, as income earned through letting a property may be subject to taxation. Wilkins Hammond will only retain tax at the prevailing Income Tax base rate if the Client is resident overseas and not in receipt of a Financial Intermediaries and Claims Office (FICO) authorisation number from the Inland Revenue. The NRL1 (FICO) form may be obtained from Wilkins Hammond or directly from HM Revenue and Customs (HMRC). Tax payments to HMRC on the Client's behalf are made on a quarterly basis: 31 December; 31 March; 30 June; 30 September. Wilkins Hammond is required to register with the Financial Intermediaries and Claims Office (FICO) within 30 days of instruction. Provided that the Client's tax affairs are in order, and HMRC have provided the necessary exemption, no tax will be deducted by Wilkins Hammond. Wilkins Hammond is required to provide an annual return to HMRC in respect of all rents received.

### **Assured Shorthold Tenancy Agreement**

This allows the Landlord mandatory possession at the end of the six month term, should this be required and provided the correct legal Notice Requiring Possession is served. The Courts have no discretion in this process and the Client does not have to provide a reason for requiring possession. Wilkins Hammond will sign the Tenancy Agreement on behalf of the Client.

Wilkins Hammond does not include a break clause in the Assured Shorthold Tenancy Agreement, thus binding the Tenant for the full six month period. However, should the Tenant elect to vacate before this period has concluded, compensation for lost rental would need to be sought through the Court at the Client's expense, with no guarantee of success.

It is important to note that, on rare occasions, a Tenant may choose not to vacate the property upon service of the required legal notice. The only course of action then open to the Client is to commence County Court proceedings. This could extend ultimately to a Bailiff eviction. This process is funded by the Client and failure to follow the correct procedure can lead to severe penalties.



#### **Inventories**

Allowance must be made for normal wear and tear to contents, decorations, fixtures and fittings, for which the Tenant cannot be held responsible in accordance with the Housing Acts. The cost of the Inventory service provided by Wilkins Hammond is detailed below. Alternatively you may wish to have an Inventory compiled by a member of the Association of Professional Inventory Providers who can be contacted via <a href="https://www.apip.org.uk">www.apip.org.uk</a>

#### **Utilities, Council Tax & Other Financial Obligations**

Utilities are registered in the name of the Tenant for the duration of the tenancy and meter readings are taken by Wilkins Hammond at the commencement and termination of each tenancy. Landlords are responsible for payment of utilities for any void period between tenancies. It must be noted that, although it may be requested that suppliers remain unchanged, no restrictions can be made upon a Tenant in choosing their suppliers, as the cost of the supply during the tenancy is met by them.

#### **Rent and Bonds**

If there is no dispute, Wilkins Hammond will retain any amounts agreed as deductions where expenditure has been incurred on behalf of the Landlord, or repay the whole or the balance of the Deposit according to the conditions of the Tenancy Agreement with the Landlord and the Tenant. Payment of the Deposit will be made within 10 working days of consent from both parties. If, after 10 working days\* following notification of a dispute to Wilkins Hammond and reasonable attempts have been made in that time to resolve any differences of opinion, there remains an unresolved dispute between the Landlord and the Tenant over the allocation of the Deposit, it will be submitted to the Independent Case Examiner (ICE) for adjudication. All parties agree to co-operate with any adjudication.

The appointment of an arbitrator will incur an administration fee, to be fixed by the Board of The Dispute Service Ltd, the fee to be shared equally between the Landlord and the Tenant. The statutory rights of either the Landlord or the Tenant(s) to take legal action against the other party remain unaffected.

If there is a dispute Wilkins Hammond must remit to The Dispute Service Ltd the full deposit, less any amounts already agreed by the parties and paid over to them. This must be done within 10 working days of being told that a dispute has been registered, whether or not you want to contest it. Failure to do so will not delay the adjudication, but The Dispute Service Ltd will take appropriate action to recover the deposit and discipline Wilkins Hammond. As Agent, we must co-operate with the ICE in the adjudication of the dispute and follow any recommendations concerning the method of the resolution of the dispute.

Clients who intend to manage their own tenancies are required to register tenancy deposits with the Tenancy Deposit Scheme. Details of the Clients' chosen scheme and their personal registration number must be included within the Tenancy Agreement. The Deposit Protection Service offers self-managing Landlords the facility to register tenancy deposits at The Pavilions, Bridgwater Road, Bristol, BS99, telephone; 0870 707 1707, email: <a href="mailto:enquiries@depositprotection.com">enquiries@depositprotection.com</a>. Landlords should be aware, however, that there are alternative organisations available to them.

Wilkins Hammond will take appropriate steps to pursue rent arrears on behalf of the Management Client. In some cases, however, it may be necessary to terminate the tenancy and pursue arrears through the legal system. The cost of employing a Solicitor and the expense of Court proceedings is borne by the Client.

#### Repairs

There is a statutory responsibility under Section 11 of the Landlord and Tenant Act 1985 for Landlords to undertake certain repairs in respect of drains, guttering and structural defects. The Landlord must ensure that facilities such as water supply, gas, electricity and sanitation are adequate and functional. There is also a responsibility to ensure that a form of space heating and hot water are provided and maintained.

If funds are not held by Wilkins Hammond on behalf of an individual Client or where prior authorisation of £150.00 is not given by Landlords, Tenants will contact Landlords directly in this regard. Under R.I.C.S. regulations Wilkins Hammond are prohibited from making expenditure on behalf of an individual Client where insufficient funds are held on behalf of that Client to meet the costs.



### **Safety Regulations**

Clients have a legal obligation to comply with certain regulations when letting their property. These are outlined below and further information may be required:

Furniture & Furnishing (Fire) (Safety) Regulations 1988 (Amended 1993) ~ This regulation covers items left in the property for use by the tenant. Included are all soft furnishings including suites, chairs, cushions, beds, mattresses, headboards, loose covers, seat pads. All items must comply with current fire resistance standards and the appropriate labelling must be present. Furnishings manufactured since 1988 will be likely to comply with this regulation. Furnishings manufactured prior to 1950 are exempt from the regulation as the unsafe materials used for filling and known for accelerating fire were not in use at that time. Further information may be obtained from the DTI, Consumer Unit, 10-18 Victoria St, London.

The Gas Safety (Installation and Use) Regulation 1994 (Amended 1998) ~ All tenanted properties must have the gas supply from the meter to all appliances and the flues checked annually. The appliances supplied by the Landlord must also be checked. The safety checks are carried out by a GAS SAFE registered (ACOP certified) gas fitter/plumber to ensure against leakage of carbon monoxide. A Landlord Gas Safety Certificate must be provided to the Tenant at the commencement of the tenancy. The duty under these regulations imposes criminal liabilities upon the Landlord.

The Electrical Equipment (Safety) Regulations 1994 ~ It is also advisable for sockets and wiring to be checked prior to letting and periodically thereafter. From 1 January 2005 Part P of the Building Regulations 2000 was introduced, adding restrictions to the undertaking of electrical repairs and improvements to tenanted property. All electrical work in dwellings will need to comply with Part P requirements and carried out by a person qualified and certified to do the work. Certain areas of work need to be notified to Building Control who will inspect, or carried out by a person registered with the Part P Self-Certification Scheme. Further information may be obtained from the Health and Safety Executive

Portable Electrical Appliance Testing ~ In the same way as the gas safety checks are carried out, electrical equipment must be checked for safety (P.A.T. Certified) on an regular basis. All electrical equipment provided by the Landlord for use by the Tenant must be checked and certified by a suitably qualified Electrician prior to the commencement of the tenancy and between six and twelve months thereafter. Items of electrical equipment are considered to be portable if they are not connected to the electrical installation other than by a plug and socket. New items of electrical equipment will also require a Portable Appliance Test (PAT) certificate to comply with these regulations. Wilkins Hammond recommends that all electrical equipment be removed from the property prior to letting.

Smoke and Carbon Monoxide Regulations ~ The Smoke and Carbon Monoxide Alarm (England) Regulations 2015 have been approved by Parliament and come into force on 1 October 2015. These will require private sector landlords to have at least one smoke alarm installed on every storey of their properties, and a carbon monoxide alarm in any room containing a solid fuel burning appliance (e.g. a coal fire, wood burning stove etc). After that, the landlord must make sure the alarms are in working order at the start of each new tenancy.

**Energy Performance Certificates** ~ This regulation came into effect on 1<sup>st</sup> October 2008 and requires all Landlords to provide an Energy Performance Certificate to any prospective Tenant for properties being marketed to let from that date. Certificates are not required for existing tenancies. The certificates remain valid for up to ten years and, during this period, they may be used for subsequent tenancies. If your property has recently been marketed for sale, you may already have an Energy Performance Certificate.



### **Anti-Money Laundering Regulations**

A principal objective of the Royal Institution of Chartered Surveyors is to ensure that enforcement of the Government's Anti-Money Laundering Regulations 2007 will serve to provide consumer protection.

As our Client you can be confident that we, as your Managing Agent, will not be used knowingly for money laundering purposes.

As a Member Firm of the Royal Institution of Chartered Surveyors, Government regulations require us to have in place systems and controls to deter money laundering to include:

- Establishing record keeping procedures and internal reporting procedures
- Establishing identification procedures for new and existing Clients

We are required to obtain and verify the Client's name, address, and nationality, date of birth and proof of ownership of the property as follows:

#### Verification Section One - EVIDENCE OF NAME

- Current Full Signed Passport
- Resident Permit issued to EU nationals by Home Office
- National Identity Card/Passport (overseas clients)
- Current UK / EU Photo Driving Licence (1) (including paper counterpart)
- UK Armed Services ID Card
- State Pension or Benefits Book/Notification Letter (1)
- Police/Other Government department ID Card

### Verification Section Two - EVIDENCE OF ADDRESS

- Current Local Authority Council Tax or Business Rates Bill
- Local Authority rent card or tenancy agreement
- Bank/Building Society/National Savings statement
- Utility Bill (not mobile phone) No older than 3 months
- Current UK/EU Photo Driving Licence (1) (including paper counterpart)
- State Pension or Benefits Book/Notification Letter (1)

Notes: (1) These items may be used to give evidence of address or identity but not both.

We are also required to establish proof of ownership of the property in the form of official documentation, for example:

- Most recent Mortgage Statement
- Transfer of ownership documentation
- Solicitors' letter of confirmation

#### ORIGINALS OF IDENTIFICATION & PROOF OF OWNERSHIP DOCUMENTATION ARE REQUIRED

Where documents are submitted by post, please ensure that they are sent via a form of guaranteed delivery, for your own security. They will be returned in the same secure manner.

### PLEASE DO NOT HESITATE TO ASK FOR FURTHER INFORMATION IF REQUIRED



## What Happens Next?

To instruct Wilkins Hammond to commence marketing your property, you will need to arrange an appraisal of your property for letting purposes – this is offered free of charge. Our representative will visit your property and provide advice on rental levels, the local prevailing market, décor, furnishings and any other aspect of the process in respect of which you require further information. Please do not hesitate to ask as it is preferable that you are in possession of all relevant information before proceeding further.

If you have already instructed an appraisal and wish to commence marketing, we enclose a "Landlord Information Form" and in order to tailor our services to meet your requirements, we request that you complete our Landlord Information Form.

Should you have any queries regarding this form and the information requested, please do not hesitate to contact our office where a member of our team will be pleased to clarify this for you.

You can contact us by:

Tel: 01246 232853

Email: enquiries@wilkins-hammond.com

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## LANDLORD INFORMATION - RESIDENTIAL PROPERTY LETTINGS AND MANAGEMENT

Service Required 1.[Full Manage	ment] <b>2</b> .[Account Manage	ment] <b>3</b> [Letting Only]	<b>4</b> .[Marketing Only]	
Inventory Required (Included with Management 1 and 2)	YES NO	Rent to be c	harged £	pcm/week
1. Landlord Details				
Landlord (1) Full Name				
Landlord (1) Full Address INCLUDING	G POST CODE			
Contact Telephone Number		Mobile Telephone Number	-	
Email Address PLEASE SPECIFY LOWE	R OR UPPER CASE			
Landlord (2) Full Name				
Landlord (2) Full Address INCLUDING	G POST CODE - IF DIFFERENT FROM	/I ABOVE		
Contact Telephone Number		Mobile Telephone Number	•	
Email Address PLEASE SPECIFY LOWE	R OR UPPER CASE			
Emergency Contact Name and Tele	phone Number (WITHIN THE UK	 1		
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2. Accounting Instructions (We will ma	ake navments of NET rent directly	into your bank account by BACS ur	oon receipt of cleared fund	ds)
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Bunk Nume una Audress				
Bank Account Holder Name [ACCO	UNT PAYEE]			
Account Number	Sort Code	Roll Num	ber [IF APPLICABLE]	
3. Authorisations				
Repairs (Full management service only) [PLEASE TICK THE APPROPRIATE BOX]		Local Press A [PLEASE TICK THE APP	dvertising Budget	
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IN THE CASE OF EMERGENCIES AND IF WE ARE UNABLE TWO WILL NOTIFY YOU IMMEDIATELY IF THIS HAS BEEN NO		Т		
		1		
For Office Use Only: MUS Updated	DATE	MUS P.I.N. Allocated	Enter MUS PIN	



4. Property De		,			
Address					
					POST CODE
Is The Propert	y under Mortgage? yes 🗆	no 🗖 Mortgage Provider			
Is The Propert	y: Freehold? 🗖 Lease	hold? Head Leaseholder			
Property Age	Property Type [	e.g. BUNGLOW/HOUSE]	Council Tax Band	Care Agreements	Alarm Code
YEAR			BAND	YES/NO	ALARM CODE
If you have cu	rrent Care Agreements, p	ease supply details [IF REQUIR	RED PLEASE SUPPLY EX	TRA SHEETS]	
5. Regulations	& Certificates - please ti	ck if you require Wilkins Ham	mond to organise th	ne following regulat	ory certificates
NERGY PERF	ORMANCE	yes 🗖 no 🗖	PORTABLE AP	PLICANCE TESTING	yes 🗖 no 🗖
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# LANDLORD CHECKLIST

- Proof of ownership Documentation
- Identity Documentation
- Gas Safety Instructed
- Portable Appliance Test Instructed
- Energy Performance Certificate Instructed
- **Electrical Installation Test Instructed**



## **Our Fees**

Our Fee structure is detailed below. You should also bear in mind the further possible expenditure items mentioned, which will carry added expense for the Landlord.

	Letting & Full Management	Letting & Account Management	Letting Only
Letting Fee	£240.00	£240.00	£360.00
Inventory & Record of Condition	£90.00	£90.00	£90.00
Management Commission	12%	9.6%	Not Applicable
Deposit Registration Fee	£36.00	£36.00	£36.00 (if required)
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Please be aware that all charges shown are INCLUSIVE of VAT at the prevailing standard rate.

# **Other Possible Expenditure**

### **Legal Fees**

In the event that possession may be sought by the Landlord

# **Maintenance, Repairs & Safety Certificates**

- Gas
- Plumbing
- Building
- Electrical
- Energy

#### **Between Tenancies**

- Utilities
- Council Tax
- Cleaning
- Decorating
- Gardening

#### **Property Insurance**

- Buildings Insurance
- Tenants are responsible for Contents Insurance during their occupation of the property

This list is for guidance only and expenditure between tenancies is individual for every property











