

Roger McGhee Estate Agents



PROFESSIONAL SERVICE
PERSONAL APPROACH

LANDLORDS INFORMATION PACK

Landlord Information Pack

Roger McGhee Sales & Letting Agents has established itself as one of the leading independent estate agencies in the South Dorset area. Our office is situated in the busy town centre to provide us with a sound base from which to serve the community.

Our letting department has been established for over Twenty years. We believe in offering a quality service unmatched by other agents. Our services are designed to put the landlord first and to ensure the successful let/ management of your property.

How it works

Tenants

Finding the right tenant for a property is fundamental. We start by establishing with yourself criteria for the sort of person you wish to occupy your property. We then match this to prospective tenants. Only after receiving suitable references we will then proceed with a tenancy.

Payments are due every calendar month, in advance starting from the commencement of the lease. We encourage tenants to pay their rent by standing order, if however they pay by cheque we must allow time for this to clear our bank before forwarding payment to you.

References

Once a suitable tenant is found and agreed we will then carry out a Comprehensive Reference to include Anti Money Laundering check and right to rent check, current landlord reference and employment income reference. – £34.99 plus vat per tenant (£41.98 inc vat) this will be deducted from the first month's rent.

Rent

When we initially assess a property we indicate what we believe to be a realistic rent. Prospective tenants usually accept this figure but there may need to be some room for negotiation.

Deposits

We request a deposit on all tenancies, for private tenants the deposit is equal to five weeks rent.

Deposits are held via the tenancy deposit scheme (TDS) to help ensure the tenant looks after the property and as a safeguard against unpaid rent. It is refundable at the end of a tenancy only after the tenant has vacated the property and providing the house and their account is in order.

When the tenant vacates the property you will have an opportunity to inspect the property yourself prior to the deposit being refunded. Should you wish to so do, you must make arrangements to view the property within as fewer days as possible (no greater than 5) of the date the tenant vacates the property.

Please note that with the return of the deposit- the terms and conditions of your/ our tenancy deposit scheme will need to be honoured.

Commencement of Tenancy

The tenancy commences on the date shown in the lease. Prior to the tenant moving in we will carry out an inventory/schedule of condition of the property. We then send a copy of this inventory/schedule of condition to yourself and the tenant to ensure agreement.

Whilst compiling the inventory/schedule of condition we also take the meter readings, these readings are then passed on to the appropriate companies/ utilities, at the same time we also inform the council of the change in tenancy. We cannot inform British Telecom of the change in tenancy. This must be done by the user of the service, consequently you must ensure BT knows you no longer require a service at the property. The tenants then have to contact BT should they wish to be re-connected.

Tenancies

All new tenancies commence with a maximum six month assured shorthold contract. Once this contract has been in force for just over four months the tenancy is reviewed and we will write to you asking if you wish the tenancy to continue, if you do not want to renew the tenancy you must inform us **immediately**, we will then make arrangements for the statutory notice to be served (where this notice has not already been served).

After contacting yourself we will then contact the tenants, they can opt to leave the property at the end of the lease or request permission to stay on. If the tenants wish to stay in the property you can either decline in which case the notice to quit must be served this then gives the tenants two months to vacate the property. Alternatively you can allow the tenancy to continue, here you can choose to renew for a period from six month upwards. (A significant number of tenants do request twelve month contracts.)

If you do not wish to commit yourself to a definite period the contract can become a *periodic* whereby the tenant stays in the property (under the terms of the original contract). Should they wish to leave however they only need to give one months notice, if you require possession of the property as the section requiring possession has already been served you can proceed with possession proceedings giving two months notice to the tenant.

Please note that once a section 21 notice has been served on the tenants enforcement of this notice can only be enforced through the courts. Serving the notice does not guarantee that the tenant will vacate the property on the agreed date.

End of Tenancy

Once a tenancy comes to an end we make arrangements to meet the tenant at the property. We inspect the property again and take meter readings as well as obtaining details as to where the tenant is moving. The deposit is refundable to the tenant once we are convinced that everything is in order. If you wish you can inspect the property before the deposit is refunded, this must be done within a few days of the tenants moving out as the tenant are often eager for the refund of their money.

If for any reason there are any disputes with how the property has been left the first course of action is to give the tenant an opportunity to rectify the problem. We will aim to resolve any disagreement as quickly and amicably as possible. Failing this, the dispute can be referred to the government regulated tenants custodial scheme of which we are members

Inspections

We conduct regular inspections of all tenanted properties, normally at the end of month one and then again after month Six. These inspections serve numerous purposes, they allow us to visit the tenant in the property and ensure they are looking after it. We also check for 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.

Repairs

Every property at some point will need some work doing to it, if things go wrong and the tenant contacts us, we then contact you. In the majority of cases the problem can be resolved quickly. However there are two important points to remember when it comes to repairs. Firstly, if a serious fault does occur (water burst/ flood) and we cannot contact you we can authorise a repair up to a cost equivalent of three times the agreed monthly rent. Authorisation for this is contained within the sole agency agreement you signed.

Secondly, once a property is tenanted you do have an obligation to ensure it is well maintained. Carrying out repairs quickly is often as important for you as it is for the tenant, after-all repairs caught early enough can save you a lot of money. Remember tenants do have rights, tenants can contact the Environmental Health because repairs are not being attended to quickly, the ensuing 'enforcement order' could include extra repairs and significantly higher final bill. Work not done will be carried out by them and they will add a hefty additional charge on top of the repair bill.

**In the Landlord & Tenant Act 1985 under section 11, it is implied as a covenant I.e. obligation, in the tenancy agreement that the landlord is required:

- (a) to keep in repair the structure and exterior of the dwelling (including its drains, gutters and external pipes).
- (b) to keep in repair and proper working order the installations in the dwelling & for sanitation and for the supply of water, gas and electricity as well as those for space heating and heating water"

*(journal for residential property professionals- July 1996, issue2, volume4)

Gas Appliances

It is a legal requirement that every gas appliance and gas central heating system has to be inspected on an annual basis, they have to meet strict conditions and a safety certificate must be issued. (This certificate or copy of it must be kept with our files).

We recommend suitably qualified private gas engineers (some of whom have a flat rate, regardless of the number of appliances). Remember for an inspection to be complete the piping must also be inspected and the person conducting the inspection MUST be Gas Safe registered.

We can arrange for the safety inspection to be carried out for you by our local gas engineer. Once the inspection has been completed we keep a record of the date. A safety certificate must be issued every twelve months. *charges may apply

[Electrical Safety Standards in the Private Rented Sector \(England\) Regulations 2020](#)

The Regulations apply to new tenancies from 1 July 2020 and existing tenancies from 1 April 2021 and need to be carried out once every 5 years.

<https://www.gov.uk/government/publications/electrical-safety-standards-in-the-private-rented-sector-guidance-for-landlords-tenants-and-local-authorities/guide-for-landlords-electrical-safety-standards-in-the-private-rented-sector>

We can arrange for the safety report/ inspection to be carried out for you by our local electrical engineer. Once the inspection has been completed we keep a record of the date.. *charges may apply

[Smoke Alarms and Carbon Monoxide Alarms](#)

From 1 October 2015 all properties must be fitted with a smoke alarm on every floor and it will also become mandatory for all rooms with an existing solid fuel appliance to be fitted with a Carbon Monoxide alarm.

Once installed these devices must be checked on a regular basis.

[Legionella](#)

Legislation relating to the control of legionella highlights that landlords and property owners must ensure that legionella risk management is carefully managed. In order to comply with the Health and Safety Executive's code of practice. Landlords must carry out a risk assessment at their property.

For more information please visit www.hse.gov.uk/legionnaires

[Furnishings](#)

If any furniture is left in a property, then you as landlord have a duty to ensure it is maintained and (for electrical / mechanical equipment) repaired should it become faulty, provided of course this is not as a result of negligence or malicious damage by the tenant. Any soft furnishings (Chairs & beds etc.) that are left in the property must comply with fire regulations, and a label clearly stating so should be attached. If not then the furnishings must be removed from the property, they cannot be stored at the rented address.

[Mortgages](#)

If the property you wish to rent is subject to a mortgage then the mortgage lender should 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.

[Mail](#)

Arrangements should be made by the landlord with the post office for redirection of mail

[Insurance](#)

As 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 may also wish to consider contents insurance.

Tax

Income received from renting any property is subject to tax (we strongly recommend that you take advice from your accountant). Expenses incurred can be set against this liability as may be the interest paid on the mortgage (if MIRAS is dropped or does not apply to the property). Up until April 1996 landlords who moved out of the United Kingdom had to have tax deducted by their agents. Now however a landlord can apply for an exemption certificate from the Inland Revenue (we can supply the application forms). If you are awarded exemption we can send all the rent money to yourself (a copy of the exemption certificate must be held by ourselves) without a deduction for tax.

Empty Property

The agreement you signed when the property was put on our books does not cover periods when the property is vacant. If you are concerned about the property and want us to manage 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).

Keys

We would normally require three sets of keys to the property, two will be handed to the tenant/s on occupation, and the other will be retained in our office for emergencies. Note: If you wish to use or collect these keys at any time- you must bring proof of identification as a security measure.

Energy Performance Certificate (EPC)

As from 1st October 2008, all rental properties with a new tenancy in England and Wales will be required to have an Energy Performance Certificate (EPC). .

We can arrange for the epc to be carried out for you by our local energy assessor. Once the inspection has been completed we keep a record of the date. *charges may apply

And Finally

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

Roger McGhee Lettings

01305 779655

admin@rogermcghee.co.uk

Roger McGhee Lettings - Full Management

10%* charged on the gross monthly rental
***This fee is subject to VAT @ the prevailing rate currently 20%**
Equivalent to 12% inc vat

Our most popular service as this takes all the stresses and strains away from you the landlord. Quite simply we ask for your contact details and a set of keys and we take care of the rest.

We will:

Marketing to suitable prospective tenants negotiating terms and conditions of the tenancy and referencing via our preferred referencing company

Preparing the Assured Shorthold Tenancy Agreements (initially 6 months), issuing statutory notices, preparing the inventory/schedule of condition. Taking tenant's security deposits which are protected under the Tenants Deposit Scheme (TDS).

Informing all services gas, electric, water and council tax of the new tenant's details to be able to bill them direct.

Arrange for repairs/maintenance/ gas and electric safety checks, energy performance certificates (epc) etc. during the tenancy, for which landlords are responsible.

Collecting the rent, submitting regular monthly statements and transferring net monies MONTHLY to the landlord.

Regular checks to the property throughout the tenancy to check on condition etc.

Renew tenancy agreements and the correct notices as required.

Arrange to check out the tenants at the termination of the tenancy, to include inventory/schedule of condition in respect of the tenant's security deposit.

Arrange for final meter readings/transfers (utilities & council tax).

Additional charges

References Fee. – £34.99 plus vat per tenant (£41.98 inc vat) this will be deducted from the first months rent.

Landlord's check in fee - £180.00 inc VAT (debited to the first month's rent account). For advertising the property and carrying out required viewings, preparing an Inventory and Schedule of Condition of the property and taking meter readings for utilities and services. As well as contract negotiation (amending and agreeing terms) and drawing up the Tenancy agreement. Registering deposit with the TDS.

Tenancy agreement renewal fee £60.00 inc VAT

Contract negotiation, amending and updating terms and arranging a further tenancy agreement as required.

Produce a yearend report on income & expenditure for the property - £36.00 inc VAT



Roger McGhee Lettings - Find a tenant only Service

***8% charged on six month's gross rental.
*this fee is subject to VAT @ the prevailing rate currently 20%
Equivalent to 9.6% inc vat***

(I.e. you as a landlord will fully manage the property we get you to day one of the tenancy with the tenant moved in)

Marketing to suitable prospective tenants negotiating terms and conditions of the tenancy and referencing via our preferred referencing company

Generate agency agreement with the initial correct notices.

Prepare an inventory and schedule of condition.

Collect the initial first months rent and deposit, prepare a statement of monies then transfer sum to you minus deductions.

For this you will need to have registered the deposit with the necessary deposit scheme.

You as a landlord are responsible for rent collection, repairs, gas safety checks and having the deposit registered with the relevant deposit scheme.

Additional charges

References Fee. – £34.99 plus vat per tenant (£41.98 inc vat) this will be deducted from the first months rent.

Landlord's check in fee - £180.00 inc VAT (debited to the first month's rent account).

For advertising the property and carrying out required viewings, preparing an Inventory and Schedule of Condition of the property and taking meter readings for utilities and services. As well as contract negotiation (amending and agreeing terms) and drawing up the Tenancy agreement.

Tenancy agreement renewal fee £60.00 inc VAT

Contract negotiation, amending and updating terms and arranging a further tenancy agreement as required. (Invoiced debited direct to you).