

Wainwrights
ESTATE & LETTINGS AGENT LTD

Landlord's Guide
INFORMATION ABOUT OUR SERVICES

Dear Property Owner,

Thank you for requesting our brochure, which we hope you will find useful. As Estate & Letting Agents we provide a comprehensive property letting service and we offer a free no obligation consultation. This will provide an opportunity to discuss the basic requirements of letting your property and also any pitfalls, which may be encountered. If you are thinking of buying a property to let, we will be happy to advise you about its suitability.

We receive regular enquiries from prospective tenants and local employers; these are monitored and matched to properties that our Landlords have available to let. We also advertise on major media platforms and have a prominent office location in Felixstowe town centre.

The residential lettings market is really active and many people are renting rather than buying. In addition, there are always house owners seeking a short-term let as part of a move.

The following pages contain a landlord's guide to property letting. Please see our terms of business to understand which elements are included under which levels of service. If after reading the brochure you have any queries, please feel free to call our office and we will be happy to assist.

AREAS WE COVER

Wainwrights provides a residential letting and property management service in Felixstowe (and all surrounding villages), Kesgrave, Rushmere, Woodbridge and East Ipswich.

RENT & PROPERTY APPRAISAL

Our Lettings Manager will visit your property and provide a free rental valuation, taking into consideration condition, location, size, demand and the current market. In order to attract quality tenants and to achieve the best current rental, it is important to present your property in the best condition possible. Wainwrights can advise on how to present your property for rent.

MARKETING

Once instructed [as sole agents] we will commence proactive marketing to find a suitable tenant as quickly as possible. We use online advertising - Rightmove, our own website and social media platforms and our prominent high street window display.

LETTING THE PROPERTY

Once instructed [as sole agents] we will commence a search for a suitable tenant.

As soon as a suitable prospective tenant has been found we will negotiate the terms and commence the vetting procedure obtaining satisfactory references, including I.D. verification, right to rent, affordability, financial and credit checks. This may involve using a specialist agency to carry out a detailed check including the credit and employment history of the prospective tenant. If there is any doubt about the prospective tenant's ability to pay the rent, or perhaps job security, we would only advise proceeding if a suitable guarantor could be provided.

THE TENANCY AGREEMENT

We will discuss with you the best terms and conditions then prepare the appropriate legal agreement. In most cases, we will use an assured shorthold tenancy agreement, usually for a minimum term of six months. If you require the property back at the end of this period, notice must be served at least two months before the expiry date (but not in the first four months). Thereafter, if you do not want to commit to a definitive term a new 'periodic' tenancy will be created automatically, on a rolling month-by-month basis. If you require possession of the property, you must give at least two months' notice to the tenants. You have the option to switch to a longer fixed term contract and an arrangement fee will be payable as detailed in the scale of charges.

DEPOSIT

Under laws introduced in 2007, any deposit we take from a tenant in relation to any assured shorthold tenancy must be protected with one of the Government approved schemes within a specified time period. In addition, the required prescribed information must be given to the tenant and any person who funded the deposit, again within the specified time period. In the event of non-compliance with the above, the consequences can be a penalty of between one and three times the deposit value, due to the tenant/person funding the deposit and/or the inability to serve a valid section 21 notice unless the deposit is returned in full or less agreed deductions (or you have already been sued for the financial penalty).

We collect a security deposit from the tenant. For agreements covered by the Tenant Fees Act 2019 the amount of a deposit is limited to a maximum of five weeks' rent (or six weeks' rent where the annual rent is £50,000 or above per annum). This is held in The Deposit Protection Scheme, Custodial Service. At the end of the letting this is returned to the tenant, less any deductions made to cover breaches of the agreement. Where we hold the deposit, we will hold the deposit as stakeholder. This means we will hold the deposit on behalf of both parties and will be unable to refund or pay all or part of the deposit to one party without the consent of both parties. We are therefore unable to deduct monies from the deposit without the tenant's consent or the decision of adjudication or the court. We have a procedure for dealing with disputes about the deposit and we will always use every endeavor to settle

matters quickly and satisfactorily. If we are not able to settle the dispute, it can be resolved by the deposit scheme adjudication or a court order. We do not pay interest on client monies held.

Self-managed properties using Wainwrights tenant finding service

Wainwrights do not hold deposits for non-managed properties. Private Landlords must make appropriate arrangements to deal with tenant deposits in accordance with statutory requirements. Wainwrights will need to know the scheme that is used in order to prepare the necessary paperwork for the tenant.

INVENTORY

Before tenants occupy your property, it is essential for all tenancies to have a schedule of condition for the property including photographic evidence & a written description. We will produce a detailed inventory of the property including a schedule of condition. We will send you a copy and we will update this during the period we are letting the property as each tenant moves out. When a tenant is checked into the property, we give them a fair opportunity to check the inventory and we will deal with any discrepancies. Due to the requirements of the Tenant Deposit Scheme this is an essential document. We also do a detailed check out when the tenant vacates and report our findings to you. This service is included in the Full Management Service. For Landlord's managing their own properties, a fee is charged for this service (as per our current scale of charges).

COMMENCEMENT OF TENANCY

The tenancy commences on the date stated on the lease. A copy of the inventory report will be given to the tenant for their agreement and signature, and a copy will be held on file at Wainwrights. A copy can be sent to the Landlord at their request. We will also provide all necessary documents to comply with legislation to the tenant.

RENT

The rent is payable monthly in advance starting from the commencement of the lease. Rents are paid by standing order by the tenant. Under our Full Management service, we will collect the rent and account to you with monthly statements.

If more than one month's rent is paid to us, we will only be able to account to you monthly, to ensure we hold funds to be able to manage the property. We try and pay rent to landlords within seven working days of receipt of cleared funds. Occasionally, this can be later during periods such as Christmas. We will always use our best endeavors to collect the rent on time and contact tenants or issue warning letters if necessary. If after seven days we are unable to resolve the situation, the landlord is informed, and we will discuss a course of action with you. In common with all letting agents, we cannot be liable for non-payment of rent.

END OF TENANCY

When a tenancy is coming to an end, we conduct an interim inspection to allow the tenant to rectify any problems that have been highlighted before the end of the tenancy. At the end of the tenancy, we do a final inspection of the property, take meter readings and a forwarding address. If we are satisfied that all is in order and we have received written authorisation from you, the deposit is refunded. The Tenancy Dispute Service allows a maximum of 10 days for deposits to be returned.

If for any reason there are disputes regarding the condition of the property after the tenant has had an opportunity to rectify these we can deduct from the deposit if both parties agree. The details on deposit returns are explained under the deposit section.

PROPERTY INSPECTIONS

With our Full Management service, we make visits to the property on your behalf and advise you of any potential problems. The main purpose of such visits is to check if there are any matters that require your attention. We also aim to check that the tenant is abiding by the agreement and not damaging the property. We also give the tenant advice, if necessary, on any defects we may find. Properties under full management will be inspected once within the

first 6 months of commencement of the tenancy and then a minimum of twelve months thereafter. However, tenants do have a right of privacy and we, and you as landlord, can only enter the property under limited circumstances. Similarly, we are not able to comment on the tenant's lifestyle or cleaning ability unless the property is being adversely affected.

REPAIRS & LANDLORD OBLIGATIONS

It is the landlord's responsibility to keep the property and the services, such as central heating, in repair. Under our Full Management service, we will agree with you the provision for emergency repairs such as a burst pipe, this is usually set at £150 unless otherwise agreed. Authorisation for this is contained within the Landlord agreement. When major expenditure is required in a non-emergency situation we will always obtain quotations for you before proceeding.

Under the Homes (Fitness for Human Habitation) Act 2018 there is an implied covenant by the landlord that the property will be fit for human habitation at the start of the tenancy and will remain fit for human habitation throughout the tenancy.

ENERGY PERFORMANCE CERTIFICATE (EPC)

An energy performance certificate (EPC) is legally required for the marketing and letting of a residential property. EPCs are valid for 10 years. The EPC must be made available free of charge to prospective tenants at the earliest opportunity and a copy of the EPC must be given to persons who take up the tenancy. This is all arranged by Wainwrights for Landlords who choose the Full Management Service option. Wainwrights can arrange an EPC as set out in the Scale of Charges. To comply with the Minimum Energy Efficiency Standard (MEES) the EPC rating currently has to have an 'E' rating or above. If the property has a rating of either 'F' or 'G' then unless there is a valid registered exemption, or an EPC is not legally required, the property cannot be let. This rating is set to change in the coming years. Wainwrights can assist with arranging the necessary works to bring the property to the required levels.

LEGAL REGULATIONS

The property must be a safe environment for tenants, and we will assist you in checking all safety aspects of the property prior to the tenant moving in.

Furnishings

There are strict regulations relating to the fire resistance of soft furnishings that are included in the letting. There are some exemptions, but a breach of these regulations can result in criminal proceedings. If you propose including soft furnishings, we will advise you on the appropriate regulations. The regulations make it clear that there must be no non-compliant furniture on any part of the property including in the garage and attic. Valuables should not be left in the property.

Unfurnished properties should provide flooring – carpets, curtains/blinds, light fittings and possibly a cooker.

Gas Safety

Under current safety regulations it is the landlord's responsibility to ensure that gas appliances at the property are maintained in a safe condition and are serviced by a qualified contractor. A gas safety check (GSC) must be carried out and a safety record issued to the tenant before they occupy the property. It will not be possible to let your property without a valid GSC. Wainwrights arranges for the yearly gas safety inspection to be carried out at a cost set out in the Scale of Charges. You must advise us if you wish to arrange for your own yearly GSC.

Electrical Safety

The 2020 Electrical Safety Standards Regulations require Landlords to obtain an Electrical Installation Condition Report (EICR) every 5 years. A qualified person must inspect the electric installations, provide a report, and outline required works. This applies to new tenancies from 1 July 2020 and existing tenancies from 1 April 2021. Landlord's must supply Wainwrights with an EICR before a tenancy commences. It will not be possible to let your property without a valid EICR. Wainwrights can arrange an EICR for you before the tenancy commences. When signing your Landlord contract you will be authorising Wainwrights to arrange this in the future along with any electrical repairs up to an agreed value.

If any electrical appliances are included in the letting it will be the landlord's responsibility to ensure they are safe when the property is let. The law may also require the landlord to repair or replace these should they become defective. We advise excluding old or defective appliances from the letting.

Where electrical appliances are included, we are obliged to supply safety instructions; please provide us with any that you have for the appliances.

Smoke & Carbon Monoxide Alarms

It is a legal requirement that all properties are fitted with working smoke alarms on each storey unless the property has a full fire alarm system. These must be checked and working on the first day of the tenancy. The responsibility for ongoing regular testing is with the tenant.

The same regulations require that 'a working carbon monoxide alarm is equipped in any room of the premises which is used wholly or partly as living accommodation and contains a solid fuel burning combustion appliance. This also applies to open fires and wood burning stoves. As with smoke alarms they must be checked and working on the first day of the tenancy and the responsibility for ongoing regular testing is with the tenant.

If the property has working open fireplaces, we recommend that you arrange for these to be regularly swept. We can arrange for this on your behalf.

Legionella

Under guidance from the Health and Safety Executive, landlords have a legal duty to carry out a risk assessment for legionella in each rented property. Wainwrights can arrange this for you at a cost set out in the Scale of Charges.

HMOs

There are definitions about what constitutes a house (residential property) in multiple occupation. We will advise you about this as there are legal consequences in letting a property to sharers.

Marketing

Under The Consumer Protection from Unfair Trading Regulations 2008 landlords could be held criminally liable for misleading statements or misleading omissions in the marketing details that they approve.

INSURANCE

We always advise landlords to make sure that the property and its contents are adequately insured (unfurnished properties may still have contents such as curtains, white goods etc). It is extremely important that you advise your insurance company that you are proposing to let your property and that you confirm to them once this has been done. Failure to do so could result in you losing insurance cover. There are companies that specialise in Landlord's insurance.

MORTGAGED PROPERTY

It may be that your property is mortgaged to a building society, bank or other lender. If so, the mortgage deed will almost certainly require the written consent of the lender to be obtained before you let the property. If your property is mortgaged, you should apply for consent. Lenders will not deal with us in relation to the mortgage; you will therefore need to fill out their application form, though we would be happy to help and provide any information necessary. Some lenders also charge an administration fee.

LEASEHOLD PROPERTY

If your property is leasehold, you may require the consent of the freeholder for your proposed letting. We would be pleased to apply for the necessary consent on your behalf if you wish. We will require a copy of the head lease to append to the tenancy agreement so that the tenant and any other occupiers are able to ensure that they do not breach the conditions of the head lease. Leaseholders will usually remain responsible for service charges and ground rents.

RESTRICTIONS AFFECTING YOUR PROPERTY

Whether your property is freehold or leasehold there may be special rights or restrictions affecting it (for example, a prohibition on more than one family or the parking of a caravan on the drive). We will need to have details of these to include in the tenancy agreement.

ATTIC, CELLAR AND EXCLUDED AREAS

We do not inspect the above areas but we may ask you to confirm the contents of these areas (if any) as this may affect safety issues. During our routine visits to managed properties we will not visit these areas unless requested to do so. It is strongly recommended that you do not store items at the property once let.

INCOME TAX

Income received from letting your property will be subject to income tax and you will need to include details of the income and allowable expenses when completing your income tax return. HM Revenue and Customs may ask us directly for details of any income we pay you and we are obliged to supply these details. We recommend that you seek advice from an accountant.

If you live abroad, we, as your agents, will be required by HM Revenue and Customs to pay any tax liability that arises on rents collected by us on your behalf. We will therefore deduct income tax at the basic rate from rent payments received and these monies will be paid to HM Revenue and Customs. ***You may be entitled to receive rent without deductions of tax and we strongly recommend that you consider this. If you live outside the UK we will be happy to advise you on this matter and supply the necessary application form.***

BILLS AND SERVICES

Payment of council tax, electricity and gas will normally be the responsibility of the Tenants in the Property. However, landlords should be aware that where a property is empty, let as holiday accommodation, or let as a house in multiple occupation (HMO), responsibility for payment of council tax and utilities rests with the owner of the Property. We will take meter

readings at each change of occupation. Tenants are entitled to change suppliers for gas and electricity. Water rates will normally be put into the tenant's name.

CLEANING

Whether the property is furnished or unfurnished, it is important that it is clean throughout before the tenants move in. We strongly recommend that the property, including carpets, is professionally cleaned and, if necessary, the garden made tidy. An inventory will be taken to help evidence the condition at the start of the tenancy.

The Tenant Fees Act 2019 precludes landlords from requiring the tenant to have the property professionally cleaned at the end of the tenancy. However, if it is not as clean at the end as it was in the beginning, a claim could be made against the deposit.

PROBLEMS WITH THE TENANT

In the event of difficulty, whether because the tenant is failing to pay rent or has broken other terms of the tenancy agreement, we will discuss with you the steps to enforce the terms of the tenancy agreement. However, we would stress that the vast majority of lettings we manage are uneventful and trouble free. We will assist with any eviction proceedings, but our management fee does not cover this. We will charge fees based on time and will always be happy to give details of the charging rate and an estimate where appropriate.

PETS

It will be a condition of the tenancy that the tenant must return the property in the same condition in which it is originally provided less allowable wear and tear. Under the Tenant Fees Act 2019 we are unable to require a tenant to make a payment to a third party (getting the carpets professionally cleaned/flea treated), although they may choose to do so. If the tenant does not return the property in the required condition, a deduction from the deposit may be agreed or a dispute raised which may include a carpet clean and pest treatment.

GARDEN AND OUTSIDE AREAS

Tenants are required to keep these areas neat and tidy. Standards of gardening ability and knowledge can vary considerably. It is desirable that a lawn mower and a few gardening tools be left for the tenants use.

If the garden is particularly important or has special features, we usually suggest that the landlord provides a gardener, the cost being included in the rent.

EMPTY PROPERTY

The Full Management Service does not cover periods when the property is empty. There is a cost if you would like us to manage it while empty.

SELLING YOUR PROPERTY

Our sales team will provide a free valuation of your property if you decide to sell and Wainwrights offer a professional and experienced selling service. We have a large portfolio of Landlords and investors, and we are able to sell properties with existing tenants.

KEYS

Each tenant and our office require a set of keys. If additional keys are required the appropriate charge will appear on your monthly statement as per our Scale of Charges.

MONEY LAUNDERING

The Money Laundering Regulations require us to have controls in place to prevent money laundering and the funding of terrorism. Landlords will have to complete our proof of ownership form and provide documentary evidence.

MANAGEMENT SERVICES & FEES

Our service list and fees are available on request.

WHAT TO DO NEXT

Free rental valuation & appraisal of your property



Discussions with experienced lettings team about your requirements



Read this Landlord guide



Complete Landlord Questionnaire & Proof of Ownership form



Sign Landlord Agreement



WE BEGIN MARKETING YOUR PROPERTY

SERVICE LIST

FULLY MANAGED

- Free consultation: achievable rent, presentation, market condition.
- Ensure property legally compliant to let, assist with legal obligations.
- Marketing, advertising on website, online portals, prominent office windows.
- Arrange & accompany viewings.
- Professional Independent Referencing with credit checks.
- Inventory & Schedule Report.
- Tenancy Agreement & Legal Paperwork.
- Deposit Submission into the Deposit Protection Scheme (DPS)
- Reported property Inspections.
- Tenancy Renewals.
- Obtaining quotes & coordinating maintenance.
- Monthly rent collection & statements.
- Ensuring legal requirements are met throughout tenancy – arranging EPC, EICR, Gas Safety.
- Serving of legal notices.
- End of tenancy management.
- Rent Reviews

NON-MANAGED (TENANT FIND ONLY)

- Free consultation: achievable rent, presentation, market condition.
- Ensure property legally compliant to let, assist with legal obligations.
- Marketing, advertising on website, online portals, prominent office windows.
- Arrange & accompany viewings.
- Professional Independent Referencing with credit checks.
- Inventory & Schedule Report.
- Tenancy Agreement & Legal Paperwork.

Please ask for details of optional extra services that Wainwrights can provide. If you require a different service, we can accommodate to suit your needs.

PROPERTY RENOVATION & MANAGEMENT

- Consultation on property improvements.
- Detailed maintenance program using our team of qualified tradespersons.
- Ensure all legal standards met before letting.
- Management of renovation works & updates.