

THE Letting LINK

80 STATION ROAD
CLACTON ON SEA
ESSEX CO15 1SP

T (01255) 221575

F (01255) 476753

I (+44 1255) 221575

E rent@lettinglink.co.uk

www.lettinglink.co.uk





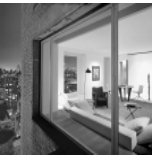
You're covered because we belong.....



The benefits to you from our A.R.L.A. membership:-



Bonding insurance to protect your money. Strict Client Account rules. Annual audited accounts. Strict membership rules to ensure members are experienced. Ongoing training to ensure members are up to date with the law. (Further information is provided in the A.R.L.A. leaflet.)



The benefits to you from our N.A.L.S. membership:-



The National Approved Letting Scheme is the only scheme supported by the Government. It was created to show Landlords that member firms had reached an agreed high standard of professionalism. The scheme is supported by the following organisations:-



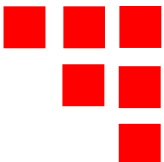
The Association of Residential Letting Agents The Royal Institution of Chartered Surveyors Department for Transport, Local Government and the Regions British Housing Federation and The Housing Corporation (Further information is provided in the N.A.L.S. leaflet.)



The benefits to you from our O.E.A. Membership:-



The Ombudsman for Estate Agents (OEA) Scheme provides a free, fair and independent service for dealing with unresolved disputes between Member Agents and landlords or tenants of residential properties in the UK. Member Agents must follow the Letting Code of Practise adopted by The Ombudsman for Estate Agents Scheme and The National Association of Estate Agents. The Code is compulsory and is rigorously applied in complaints handling. Member Agents must have Professional Indemnity Insurance and In-house complaints procedures; inform you how to refer any unresolved dispute to the OEA and co-operate with any investigation by the Ombudsman. (Further information is provided in the OEA leaflet.)



An Introduction to Letting

WHY WOULD I USE A LETTING AND MANAGEMENT AGENT?

Letting is a complex field, with many areas of regulation and a need to have an experience of how to control and manage many varying situations. As more controls are introduced to improve the general letting market and expectations of the levels of service rise, the need to utilise the specialist services of a Property Letting and Management Agent becomes clear.

WHY SHOULD I CHOOSE THE LETTING LINK AS MY AGENT?

Many Landlords are very specific about the standard of tenant that they will accept without considering the standard of letting agent that they will use to locate that tenant. It can be very difficult to establish when you use a letting agent for the first time, whether the firm will live up to your expectations. By the time you realise that the firm is not working for you as you would want, it is normally too late.



At present there are no legal controls as to who can operate as a letting agent, no minimum experience, training or security for any client monies held. Therefore organisations were created to check the standards of Letting Agencies on your behalf. By being members of these associations, you can be assured of the high standards offered by the agent concerned.

The Letting Link is proud to be the only member firm of A.R.L.A. (Association of Residential Letting Agents) and N.A.L.S. (National Approved Letting Scheme) operating in the Clacton area. We have been letting and managing property since 1989 and our staff are qualified, having trained and passed the requirements set by A.R.L.A.

This guide sets out our standard services and charges and provides information about the various regulations and subjects that a landlord should be aware of in relation to letting their property. Understandably, you do not want to learn the full detail of all the regulations, which is why you use a Letting Agent, however, it is useful to have an understanding of the main principles.

WHAT DO I HAVE TO DO TO COMPLY WITH CURRENT REGULATIONS?

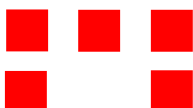
There are many different regulations that affect the way in which a property can be rented and managed during the tenancy. It is not practical to explain in full detail all regulations however detailed information regarding the most important and relevant areas is included later in this guide. The following areas are controlled by regulation:-

- The general safety of the property.
- The general safety of items of furniture and equipment in the property.
- The safety of furniture and furnishings relating specifically to fire safety.
- The safety of all electrical wiring and equipment in the property.
- The safety of all gas appliances in the property.

Whilst there are some specific actions required by these regulations, which are covered later, generally you can meet the requirements by ensuring the property and equipment that you provide to a tenant is safe. This is best achieved by having relevant items checked by a competent person before letting the property for the first time and annually thereafter. As every situation is different, we would ask that you discuss with us how you wish to address these requirements.

WHAT TYPE OF TENANCY AGREEMENT WILL BE USED?

With the many changes in the housing law since 1988, it is now generally accepted that the best way to let a property is using an Assured Shorthold Tenancy (AST). This gives the best security for the landlord, whilst retaining flexibility. Normally the tenancy is agreed for an initial period of 6 months or one year. The length of time is dependant upon your future plans and the tenancy can be extended for a further period by agreement with both parties. It is possible to allow a tenancy to continue after a fixed term, on a more flexible 'open-ended' basis called a periodic tenancy, however due to certain legal issues, we would normally advise that fixed term contracts are used for clarity. If a new fixed term agreement is not signed to replace the previous, then a periodic tenancy is created automatically. It is not possible to have a time when no legal tenancy exists and the tenancy does not simply finish when you reach the end date. If you decide not to extend the tenancy beyond the current fixed term, a notice must be issued to the tenant, at least two months prior to the end date of the tenancy and the tenancy legally finishes at the end of the term. It is worth noting that if a tenant does not leave a property after a valid notice has been given, it is necessary to obtain a court order to force the tenant to leave. It is not legally possible to take action yourself to remove a tenant from the property.



HOW DO YOU FIND AND REFERENCE A TENANT?

We will advertise your property as available to rent, using the details and requirements that we discuss with you. We will show the property to interested tenants and accept applications for a tenancy at the property. This application provides us with basic details on the tenant's situation. We will discuss these with you and after giving advice, ask you to consider if a tenant's application is to be advanced. At this stage we will obtain the required references and provide those to you, having agreed a commencement date for the tenancy. At this and every stage prior to the tenant commencing a tenancy you are able to refuse a tenants application. It is not permitted however, to refuse a tenant only because of their race, sexuality or due to a disability. Your involvement in this process is important, as every landlord has different ideas of who they would wish to have as a tenant in their property. Whilst we believe this to be the best way of letting your property, not all agents operate in the same fashion and in some cases you may only find out that your property has been let after a tenant has moved in!

CAN I ARRANGE RENTAL GUARANTEE AND LEGAL INSURANCE?

Every effort is made to ensure that the selection of a tenant is made based on their ability to cover the required rental and look after the property during the tenancy. However, not every situation will flow as smoothly as you would wish due to difficulties with a tenant. Whilst these situations are kept to the absolute minimum by careful referencing and vetting, we can offer the comprehensive rent and legal protection insurance 'Rentsure Silver' provided by Letsure, one of the leading insurance brokers in the letting market, is excellent peace of mind at a very reasonable price.



WHAT WILL HAPPEN WHEN THE TENANCY STARTS?

Prior to the commencement of a new tenancy, a tenant will be advised to contact all the service providers and arrange for the supply of the relevant services to be transferred into their own name. This ensures that you cannot become liable for any default on the part of the tenant. It is very important that you arrange to cancel any services that are held in your name, by the commencement date of the tenancy. The service providers usually require up to seven days notice to action your request. Also before the commencement date we will arrange to visit the property to complete a full inventory of the property contents and condition. As this is a complex process, it is very helpful if the property is left in a clean and clear condition. If the property is furnished and has a large number of small ornaments, decorative objects or book / video

collections etc., it may not be possible to detail these items fully on an inventory.

On the day the tenancy starts, the tenant will visit our office and sign the tenancy agreement and inventory. They will also pay the initial rental payment due and a deposit, which is held against default. Once all these matters have been completed, the tenant will be issued with the keys to the property.

WHAT ABOUT RENTAL COLLECTION AND PAYMENT?

When we are operating a management service on your behalf, we will arrange to collect the monthly rental due from the tenant and forward this to yourself, with payment being made directly into your bank account. We will send you a statement of account every time that money is paid into your account. This will show the monies that have been received from the tenant, any expenses incurred (with your prior knowledge) and the balance that has been paid into your account.

WILL THE PROPERTY BE VISITED?

As a part of the management service, we arrange to make regular visits to the property. These are to ensure that the tenant is complying with the terms of the tenancy agreement. As you can imagine, we are unable to complete a full inspection of the property as we are not qualified surveyors and it would not be reasonable to request this level of intrusion from a tenant on a regular basis. This visit should be viewed as a 'walk through' of the property and a chance to discuss with the tenant any issues that may have become apparent to them.

WHO WILL ORGANISE PROPERTY REPAIRS AND MAINTENANCE?

Also with the management service, we will report to you all issues identified to us by the tenant or seen by ourselves on a visit, with regards to property repairs. After discussion, we will arrange for a tradesman to visit the property either to provide a quotation or carry out the required repair work. Should you regularly use the services of a particular tradesman we can contact them on your behalf. This part of our management service is limited to covering repairs that occur during the tenancy and you should continue to plan to undertake the general maintenance and improvement of the property, such as external redecoration and upkeep as normally required with all properties.



WHAT HAPPENS AT THE END OF THE TENANCY?

If you are reoccupying the property, you should arrange approximately seven days before, to have the services returned into your name, to ensure a continuing supply. At the end of the tenancy, under our management service, we will arrange to receive the keys from the tenant on the final day. We will then visit the property



to carry out a final check of the property against the inventory created at the start of the tenancy. We will then report to you and discuss our findings. Should you wish, you can also visit the property at this time. If you are happy that the tenant has left the property in a good condition and all monies have been paid that are due, we will arrange to return to the tenant the deposit paid at the start of the tenancy. If there are any issues at this time, initially the deposit money is used to rectify the problem, once agreement has been reached with the tenant. If there is insufficient money held in the deposit, the tenant would be advised of the excess that is required and payment would be requested. If payment were not made, it would be necessary to take court action.

WILL I HAVE TO PAY TAX ON THE RENT?

As with all types of income, rental income is taxable. However, it is the profit that you make and not the total rent received that is taxable. This means that in general terms you would find the total rent received in a tax year and deduct any expenses that you have paid relating to the letting. These will include insurances, property repairs, letting and management fees and interest paid on any mortgage or loan held against the property. The figure that you have left would be the profit on which you would pay tax in accordance with your normal tax return to The Inland Revenue. Taxation can be a complex issue and we would advise that you discuss this in greater depth if required with The Inland Revenue or an accountant.

WHAT HAPPENS IF I LIVE OUTSIDE THE UNITED KINGDOM?

Under the Taxes Management Act 1995, it is a requirement that tax is taken by a managing agent on all rental for landlords who are not considered to be resident in the United Kingdom. This money is passed to The Inland Revenue, who will return any excess once you have submitted your accounts and they have



agreed the figures. You are able to apply to The Inland Revenue for exemption from having this money deducted.

This can be organised by completing a short form before or during the letting however monies must be deducted and forwarded to the Inland Revenue until they issue permission for the exemption. If you feel that this may apply to you, please discuss this further with us.

WHAT HAPPENS WITH MY POST?

If the property that you are considering letting has been your main home, it is recommended that you have your mail re-directed by the post office. It can sometimes be difficult to ensure that all your mail is forwarded to you by other methods.

DO I HAVE TO INSTALL SMOKE AND CARBON MONOXIDE DETECTORS?

At present there is no legal requirement to have smoke and carbon monoxide detectors fitted into your property unless your house was built after June 1992, in which case linked mains connected



smoke detectors on each floor should have been fitted at the time of construction. We would advise however that it is good practise to have at least independent ones installed on each floor.

HOW SHOULD I LEAVE THE PROPERTY?

Whilst the general condition of property can vary greatly, it is always advisable to ensure that the property is of a clean and tidy standard. It is your decision as to whether you leave the property furnished or unfurnished, however, generally properties that are let with just carpets and curtains will be more popular.

HOW MANY KEYS SHOULD I PROVIDE?

At least one full set of keys should be provided to the tenant and a further set held by ourselves, if we are managing the property. It is also advisable to hold a full set yourself.

DO I NEED PERMISSION TO LET MY PROPERTY?

If you have a mortgage secured against the property or if it is a leasehold property, you are normally required to obtain permission to let the property from the mortgage company and the freeholder.

WHAT ABOUT INSURANCE?

You are required to keep the building insured whilst you are letting the property. This is not a tenant's responsibility. We would also recommend that you keep any contents that you leave in the property insured. Details of property letting insurances can be found at the back of this guide.

SHOULD I LEAVE MANUALS FOR EQUIPMENT & HEATING SYSTEMS?

Moving into a new property can be a stressful time and any instruction manuals or useful guidance that you can leave, such as the location of meters and stop cocks will be very helpful.



Services and Charges

FREE RENT VALUATION

Upon the Landlord's instruction we shall be pleased to visit the property, advise on all matters relating to letting on an Assured Shorthold Tenancy and provide a verbal opinion as to the current market rent achievable.

LEGAL SERVICE

The provision and serving of the relevant notices and Assured Shorthold Tenancy Agreements.

£40.00 plus VAT – Total £48.00

(payable by both the Landlord and Tenant on the commencement of the tenancy)

INTRODUCTION SERVICE

This service offers wide market coverage and circulation of property details to registered Tenants, accompanied viewings at the property (if required), preparation of the inventory, procurement of Tenant references (where applicable) and collection of monies due prior to the commencement of the tenancy.

£400.00 plus VAT – Total £480.00

(payable on commencement of the tenancy)

FULL MANAGEMENT SERVICE

We shall organise the collection of the monthly rental and any other charges due from the Tenant, and shall forward the same to the Landlord, less any deductions in the specified manner. We shall retain the Tenant's deposit during the tenancy and negotiate new tenancies with the existing Tenant, and changes to the monthly rent. At the end of the tenancy we shall organise the checking out of the Tenant and liaise with the Landlord regarding the return of the deposit. We shall also organise any necessary repair work, to be carried out after consultation with the Landlord (where possible). Payment of repair works to be taken from rents received wherever possible. We shall also carry out regular visits to the property and deal with all queries the Tenant may have regarding the tenancy or the property. Hold management keys to the property. If not supplied by the Landlord, The Letting Link will arrange for keys to be cut and charge the Landlord.

12% of the rents collected plus VAT

RENT COLLECTION SERVICE

As an alternative to the Full Management Service, we offer this service to cover just the financial aspects of the tenancies. We shall organise the collection of the monthly rental and any other charges due from the Tenant, and shall forward the same to the Landlord, less any deductions in the specified manner. We shall retain the Tenant's deposit during the tenancy. This service also covers the negotiation of new tenancies with the existing Tenant, and changes to the monthly rent. At the end of the tenancy we shall organise the checking out of the Tenant and liaise with the Landlord regarding the return of the deposit.

8% of rents collected plus VAT

INSURANCE

We offer both Contents and Buildings insurance policies specially designed for Landlords of rented properties. Also available is the comprehensive rent and legal protection insurance – Rentsure Silver. All these policies are provided by major insurance companies. Further information can be found in at the back of this guide.

PRE-LETTING MAINTENANCE INSPECTION

Under certain circumstances it is advisable to have a maintenance inspection at the property to avoid any problems at the commencement of the tenancy i.e. lights or heaters not working. This is particularly relevant for older properties or those that have been vacant for a period of time. Please ask for further details regarding this service.



£20.00 plus VAT – Total £24.00 per inspection

(this does not include any repair works)

SALE NEGOTIATION

Should we introduce a tenant who subsequently wishes to purchase the property, we shall be pleased to negotiate the sale on behalf of the Landlord.

1% plus VAT of the agreed sale price

(payable on legal completion)

PLEASE NOTE: All Management fees will be deducted from rents received together with any other outgoings incurred. These services and charges are subject to our terms and conditions, a copy of which is located at the back of this guide. All services can be tailored to suit personal requirements.



Consumer Protection Act 1987 & Health and Safety At Work Act

WHAT ARE THE CONSUMER PROTECTION ACT '87 AND HEALTH AND SAFETY AT WORK ACT?

These Acts of Parliament are primary legislation or 'umbrella' legislation which as well as creating legislation which must be complied with, also defines the general framework for secondary regulations which are created in addition to these acts. They govern and dictate the way the law is applied to these other regulations

WHAT DO THE ACTS COVER?

The Acts were created to ensure the safe supply of all general Consumer goods which includes "goods" supplied in the course of business, as in the case of rented accommodation.

WHAT "GOODS" ARE COVERED BY THE ACTS?

All items of furniture and equipment that are left in a property when it is let will be covered. A general but not exhaustive list includes: portable electrical equipment and plugs, upholstered furniture (as referred to in our guidance on The Furniture and Furnishings (Fire) (Safety) (Amendment) Regulations 1993), gas cookers and other gas appliances (as referred to in our guidance on The Gas Safety (Installation and Use) Regulations 1994), fire guards, bunk beds, toys, etc.

WHAT AM I REQUIRED TO DO BEFORE LETTING THE PROPERTY?

You should ensure that all items are in a safe condition to use, with all the relevant safety guards, etc., and that particular attention is paid to any older items that may not comply with British Standards (generally older than June 1989). You should also pay particular attention to all electrical items. The safest way to ensure that they comply with the Acts is to have all items in the property checked by a competent person prior to a tenancy commencing and at reasonable intervals during a tenancy.

WHAT SORT OF PROBLEMS SHOULD I BE LOOKING FOR?

Again, a general but not exhaustive list would include frayed or damaged cables on electrical equipment, old appliances with metal parts and no earth connection, damage allowing access to live parts, fireguard openings that allow access to the elements, frayed and worn carpets, bunk beds and other furniture incorrectly assembled so as to be



hazardous, lamp sockets with no shielding for the metal part of the bulb, loose or worn connections on kettle

sockets, etc., appliances overheating with incorrect fuses or plugs or inoperative cord grips on plugs.

HOW SHOULD I COMPLY FULLY WITH THE LEAST EFFORT?

To ensure full peace of mind it is recommended that all electrical appliances are checked and major appliances serviced at least annually by a competent electrician and that any defective items are not left in the property at the commencement of the tenancy. A check of all items left in the property whether electrical or not should also be undertaken to ensure that all items function correctly and safely. If in any doubt, remove or replace the item.

AM I RESPONSIBLE FOR MY TENANT'S FURNITURE AND EQUIPMENT?

No. The Acts are designed to control only those items that you are effectively renting to your tenant along with the property for the agreed monthly rental.

WHAT IF I DO NOT COMPLY?

If you are found guilty of an offence under The Consumer Protection Act 1987, the penalty would be a Level 5 fine of either £5,000.00 or six months in prison. If an accident occurred due to the particular breach of this Act you could be liable for further damages or compensation in addition to the above fine. If you were found guilty of an offence under The General Product Safety Regulations 1994, the maximum penalty would be a fine of £5,000.00 or three months imprisonment or both.

WHAT OTHER SECONDARY REGULATIONS DO THESE ACTS COVER?

Gas Safety:

The Gas Safety (Installation and Use) regulations 1998 (as amended)

The Gas Cooking Appliances (Safety) Regulations 1989

Heating Appliances (Fireguard) (Safety) Regulations 1991

Furniture Safety:

Furniture & Furnishings (Fire) (Safety) (Amended) Regulations 1993 & 1996

Electrical Safety:

Electrical Equipment (Safety) Regulations 1994

Plugs and Sockets etc. (Safety) Regulations 1994

Other Safety Regulations:

The General product Safety Regulations 1994

Bunk Bed (Entrapment Hazards) (Safety) Regulations 1987

Heating Appliance (Fire Guards) Regulations 1973

All of these regulations are covered in greater detail in the following sections.

WHERE CAN I FIND FURTHER INFORMATION?

You may contact The Letting Link, where we shall endeavour to assist you with any queries. Alternatively, you should contact your local Trading Standards Office, who can provide extensive information.



Gas Safety (Installations and Use) Regulations 1998 and Gas Cooking Appliances (Safety) Regulations 1989



On 31st October 1994 new regulations came into force directly affecting the way in which general gas appliances and pipe work for the supply of gas should be installed and maintained.

These regulations have subsequently been amended in April and October 1996 and October 1998.

WHAT DO THE REGULATIONS COVER?

The regulations cover any appliance designed for use by a consumer of gas for heating, lighting, cooking or other purposes for which gas can be used'. This includes portable gas appliances.

WHAT ARE THE RESPONSIBILITIES PLACED ON ME, AS A LANDLORD, BY THE REGULATIONS?

The regulations make it clear that a Landlord is now responsible to ensure that any gas appliance or any installation pipe work installed in a property (or part of a property) let by him should be maintained in a safe condition so as to prevent risk of injury to any person.

HOW DO I COMPLY WITH THESE RESPONSIBILITIES?

You must ensure that all relevant appliances are checked for safety before the commencement of a tenancy, if it is the first time you have let the property or at intervals of not more than twelve months thereafter.

WHO SHOULD CARRY OUT THESE INSPECTIONS?

The inspections should be carried out by a member of a class of persons, approved for the time being by the Health and Safety Executive. As from 1st April 2009, to be approved all engineers must be Gas Safe Registered.



HOW DO I PROVE THAT I HAVE COMPLIED?

You must ensure that you keep all records provided by the engineer and details of any faults identified and the remedial action taken. These records must be kept for a period of two years and it is advisable to assume this should be two years after they cease to be valid. This information is to be provided to any Tenant prior to any tenancy commencing or within 28 days of the test being carried out in the case of an existing tenancy.

WHAT ARE THE PENALTIES FOR NON-COMPLIANCE?

If the offence is pursued through the High Courts, the punishment could be issued as an unlimited fine and if there is a direct breach of a Notice served by the Health

and Safety Executive, the punishment could be up to two years imprisonment or an unlimited fine, or both.

DOES MY RESPONSIBILITY EXTEND TO GAS APPLIANCES OWNED BY THE TENANT?

No. The regulations state that the responsibility lies with the person who owns the relevant appliance.

IF A ROOM IS 'LOCKED OFF' FROM THE TENANT AND IT HAS A GAS APPLIANCE IN IT, DOES IT HAVE TO BE INSPECTED?

No. It does not have to be inspected because the appliance cannot be used by the Tenant. However, if there is a possibility of a leak, arrangements should be made for a qualified person to check and correct this.

ARE THERE LIMITS TO MY LIABILITY?

Yes. The regulations state that no person shall be guilty of an offence provided that he can show that he took all reasonable steps to prevent any contravention of the regulations.

WHO IS RESPONSIBLE FOR THE COSTS INVOLVED?

As it is the duty of the Landlord to ensure that all appliances operate in a safe manner, the cost must be borne by the Landlord.

HOW MUCH WILL THE INSPECTIONS COST?

As the cost will directly relate to the number and nature of the appliances to be checked, we are unable to provide exact details of the costs involved. We shall be pleased to discuss this matter on an individual basis.

WHO WILL ARRANGE THE INSPECTIONS?



As the regulations clearly place the onus on the Landlord, you should ensure that the inspections are arranged at least annually. If, however, we operate the Full Management Service on your behalf, then upon receipt of your written instructions, we can arrange for a suitably qualified engineer to conduct the inspection and provide you with all the relevant documentation.

HOW DO I COMPLY WITH THE GAS COOKING APPLIANCES (SAFETY) REGULATIONS 1989?

These regulations are designed to ensure that gas cookers are working correctly and place a liability on the supplier (i.e. the landlord) where there is risk of injury due to the escape of gas, the stability of the appliance or the lack of appropriate instructions in English. As most of these points will be checked as a part of a gas safety inspection, it is only necessary to ensure that relevant instructions are provided for the appliance.



Furniture and Furnishings (Fire) (Safety) (Amended) Regulations 1993 & 1996

On 1st March 1993 the Furniture and Furnishings (Fire) (Safety) (Amended) 1993 Regulations came into force. They were subsequently amended in 1996. These regulations directly affect the way in which a Landlord may furnish a let property if they are letting in the course of business. Below are listed some common queries and our understanding and interpretation of the law as it currently stands

AM I LETTING IN THE COURSE OF BUSINESS?

If you own and let more than one property it is fair to assume that for the requirements of these regulations you are letting in the course of business. However if you only let one property, particularly if it is your own home, the position is less clear. If you intend to let your property regularly and on an ongoing basis, it is safer to assume that the regulations will apply to you. (Ultimately the interpretation is a matter for the Courts.)

WHICH OF MY FURNITURE AND FURNISHINGS WILL HAVE TO COMPLY WITH THE REGULATIONS?

The regulations apply to all upholstery and upholstered furniture and loose fittings, permanent or loose covers. This includes beds, mattresses, pillows, settees, armchairs, scatter cushions, and beanbags. This is not, however, an exhaustive list. Particular exclusions to note are carpets and curtains.

ARE THERE ANY EXCLUSIONS TO THE REGULATIONS?



Furniture that was manufactured before 1st January 1950 does not need to comply with the regulations, as apparently the defective inflammable materials were not in use prior to 1950. This therefore exempts genuine 'period' or antique furniture.

WHAT ARE THE PENALTIES FOR NON-COMPLIANCE?

The offence carries a punishment of six months imprisonment, or a 'level 5' fine, or both. These penalties are only for non-compliance. Should there be a fire at the let property and it can be proven that the non-compliant furniture aggravated the fire, the Landlord could be held liable, and the penalties greater.

WHAT SHOULD I DO TO ENSURE I COMPLY?

You should check all the relevant furniture, and any items that fail to meet the Fire Resistance requirements should be replaced before a new tenancy commences, or removed from the property. We would recommend,

where possible, letting the property unfurnished, supplying only carpets and where possible, curtains, as this will ensure compliance. As the majority of tenants are seeking unfurnished accommodation, this will also enhance the suitability of the property.

WHAT DO I LOOK FOR WHEN I CHECK MY FURNITURE?

All furniture manufactured after March 1st 1990 should display a label confirming that it complies with these regulations.

There are two types of label, the display label and the permanent label and two different designs of each. All furniture will



carry the display label at the point of sale. All new furniture (except mattresses and bed bases) and covers for furniture must carry a permanent and non-detachable label. Examples of the different permanent labels are shown below:-

Carelessness causes fire

A N Other Ltd AB1 2XY

AB 1234

1st March 1990

This article contains CM Foam which passes the specified test. All upholstery is cigarette resistant.

All cover fabric is cotton and is match resistant.

This article does not include a Schedule 3 interliner.

Carelessness causes fire

**Batch/ID No DF 1234
To comply with The Furniture and
Furnishings (Fire)(Safety)
Regulations 1988:**

This article does not include a Schedule 3 interliner.

All foams, fillings and composites have been tested to ensure compliance with the relevant ignitability test. All covers and fillings have been tested to ensure that they are cigarette resistant.

Further details are available from your retailer.



Electrical Safety Regulations



WHAT DO THE ELECTRICAL EQUIPMENT (SAFETY) REGULATIONS 1994 MEAN TO ME AS A LANDLORD?

They require that all electrical items that are supplied within the property are safe and should not 'jeopardise the safety of people, domestic animals or property'.

HOW DO I ENSURE THAT I COMPLY?

The regulations do not give any clear statement on how to comply, other than to ensure that all electrical items are safe. If an appliance needs instructions to operate safely these must be supplied. There is no legal requirement for a qualified inspection with certification, as with the Gas Regulations. The best advice is to have all appliances professionally inspected by a competent electrician.

WHAT SHOULD I DO TO ASSIST WITH COMPLIANCE?



It is important to keep all records and details of electrical checks that are made. It could be necessary to show what action you took in the past if there is a problem in the future with an appliance. Also avoid purchasing second hand electrical equipment for the property.

WHAT SHOULD I LOOK FOR IN THE PROPERTY WHICH WOULD NOT COMPLY?

If the primary insulation (i.e. the brown, blue, green and yellow cables) are visible, either near to the plug, near the appliance or at any point on the cable, this would not comply.

If the main cable flex is damaged in any way or has joints in it, this also would not comply. Keep a close watch on items that have regular use and movement, like a kettle or vacuum cleaner. If there is any sign of deterioration of the electrical parts, the item should be replaced.

ARE ANY ITEMS EXCLUDED FROM THESE REGULATIONS?

Yes, the fixed electrical system within the house and fitted electrical items such as built-in appliances and heating systems are not covered by these regulations. They are covered however by the General Product Safety Regulations 1994 (Detailed later.)

WHAT ARE THE PENALTIES FOR NON-COMPLIANCE?

The maximum penalty for non-compliance is a fine of £5,000.00 or six months imprisonment, or both.

WHAT ARE THE PLUGS & SOCKETS ETC. (SAFETY) REGULATIONS 1994?

These regulations relate to plugs, sockets and adapters and whilst they cover other issues as well the part relevant to letting requires that all appliances have pre-fitted plugs, which are undamaged with insulated sleeves and with the correct fuse fitted.

WHAT DO I HAVE TO DO TO COMPLY?

You must ensure that all appliances have a plug fitted and not leave any for the tenant to fit. All plugs must have insulated sleeves, usually on the live and neutral pins, so that when the plug is removed from the socket, power is disengaged before it is possible to touch the metal pins. All plugs must have the correct fuse fitted. You are not liable if the tenant changes the fuse incorrectly during the tenancy. You must ensure however that this is checked and changed prior to re-letting the property to a new tenant as this would be considered a new supply and you would be liable in this case, even though it was the previous tenant who caused the problem.

WHAT ARE THE PENALTIES FOR NON-COMPLIANCE?

The maximum penalty for non-compliance is a fine of £5,000.00 or six months imprisonment, or both.



Information Regarding Local Housing Allowance

With the high level of unemployment in the Clacton-on-Sea area, many Tenants are now claiming financial assistance with their rent from the local council. This benefit is called Local Housing Allowance (LHA) and is available to those eligible for Income Support, Unemployment Benefit or employed persons receiving a wage below a fixed level.

IF MY TENANT CLAIMS LOCAL HOUSING ALLOWANCE WILL THIS AFFECT MY RENT?

As the benefit is paid direct to your tenant, they are required to pay the rent as stated in the tenancy agreement i.e. monthly in advance on the commencement date.

WHO MAKES THE CLAIM?

Because the Benefit is for the tenant, it is their responsibility to make the claim. They will be required to complete forms giving details of their rented accommodation, members of their household, income and level of rent. This form also requires the signature of the Landlord, which The Letting Link will sign on your behalf.

WHEN IS THE CLAIM MADE?

As from 7th April 2008 Tenants, when starting a claim, are required to contact the local council to make an appointment to arrange a new claim. The date they make this contact is known as the 'Point of Contact'. It is important that this first contact happens before or on the day the tenancy commences. It does not matter if the appointment time given is after the start of the tenancy.



WHAT HAPPENS NEXT?

At the appointment the tenants are asked to produce all the relevant information that is required to make a claim, including the main claim form. If they produce all of this, the claim will be processed at the appointment and then payment will be made on the next available payment run. If all the information is not provided at

this time, the claim is opened and held awaiting receipt of the missing information. This will delay the payment of rent significantly.

WHAT IF THE LOCAL HOUSING ALLOWANCE ASSESSMENT IS LESS THAN THE RENT?

Any shortfall in the rent must be paid by the tenant.



IS THE RENT GUARANTEED?

Local Housing Allowance is no more guaranteed than if your tenant was paying the rent themselves. It is important to note that the allowance is paid directly to the tenant. Any overpayment of Local Housing Allowance will be recoverable from the tenant.

WHEN DO THE COUNCIL PAY?

All claims under this system are paid calendar monthly in arrears at the end of each month. The payment will cover from the first to the last day of that month and not inline with your tenancy agreement. If we are collecting the rent on your behalf, we shall pursue the rent from the tenant monthly in advance as stipulated in the tenancy agreement and the benefit received by the tenant should be viewed as payment to re-inburse rent already paid by themselves.

WHAT ARE THE HOUSING BENEFIT RESTRICTIONS?

The Council may place a restriction on the level of Local Housing Allowance they will allow. Reasons for this include;

The Tenants are over-accommodated. If a man and a woman living together as a couple, with no children, rent a two bedroom property, the Council may consider them over accommodated and restrict their Local Housing Allowance accordingly.

All Tenants who live in a property on their own and are under twenty-five are now restricted to what is known as 'a single room rent', i.e. the average amount paid to rent a single room. This amount is set in the region of just over £240.00 per month and is the maximum benefit that they will be entitled to until they reach the age of twenty-five, however this figure may also be reduced further depending on their circumstances.



The Energy Performance of Buildings (Certificates and Inspections) (England and Wales) Regulations 2007.

In March 2007 the government brought in an Act of Parliament which meant that from 1st October 2008 new regulations state that, whenever a building is let to a new tenant it must have an Energy Performance Certificate (EPC). Below we have listed some frequently asked questions and our understanding and interpretation of the law as it currently stands.

WHY DO I NEED THIS?

The purpose of this is to show prospective tenants the energy performance of the property they are considering renting and the impact of the property on the environment. This will enable them to make an informed decision about how energy efficient the property is, that they are considering leasing.

WHERE DO I GET THIS CERTIFICATE FROM AND HOW LONG IS IT VALID FOR?

An EPC can only be issued by a qualified and accredited Domestic Energy Assessor (DEA) or a Home Inspector (HI). The certificate is accompanied by recommendations on how to improve energy efficiency, these recommendations do not however have to be implemented.

EPCs are valid for 10 years and can be reused as many times as required within that period. It is not necessary to commission a new EPC each time there is a change of tenant.



WHERE CAN I FIND AN ASSESSOR?

To ensure all our Landlords have peace of mind and consistency with every aspect of the letting of their property we have employed our own in-house, fully qualified and accredited Domestic Energy Assessor (DEA). They will be able to assist you with any queries you may have and will be able to provide the EPC that you require.

THERE ARE TENANTS CURRENTLY IN MY PROPERTY DO I NEED TO GET AN EPC NOW?

No, an EPC is not required for any property that was occupied prior to 1st October 2008 and which continues to be occupied after that date by the same tenant. However, landlords may request EPCs for these properties if they wish.



CAN I PASS THE CHARGE FOR THIS ONTO MY TENANT?

No, it is not permitted for a landlord to charge for the provision of the original EPC. However, it is permissible for a tenant who has already received the EPC to be charged for a copy certificate.

DO I NEED AN EPC TO ADVERTISE THE PROPERTY FOR RENT AS I INTEND TO CARRY OUT SOME IMPROVEMENTS BEFORE A NEW TENANT MOVES IN?

There may be occasions when it is possible to offer a property for rent before the EPC is available, however, this should not be the norm. The landlord will be expected to have made contact with a DEA and commissioned the EPC with a view to receiving it within two weeks of the date it was commissioned. Where an EPC has been issued before any improvements have been made you could either explain this to the tenant and so the dwelling's energy efficiency rating may now have changed, or commission another EPC after completion of the improvements.

IS THERE A PENALTY FOR NON-COMPLIANCE?

The penalty for not producing an EPC for a dwelling is a fine in the sum of £200.00



Other Regulations

WHAT ARE THE BUNK BED (ENTRAPMENT HAZARDS) (SAFETY) REGULATIONS 1987?

These govern the size of openings in a bunk bed or any sleeping area above a height of 800mm. Therefore they apply to both bunk and cabin beds over this height.



They aim to try and prevent accidents where children fall through or become stuck in the gaps in the bed. There are now specified maximum sizes for gaps on ladders, safety rails, head rails etc. In relation to the sleeping surface of the bed the maximum possible gap is 75mm. In relation to all other gaps in the structure of the bed, the permissible gap should not be less than 60mm or more than 75mm. Any bed purchased new after 1st September 1987 should comply.

WHAT ARE THE GENERAL PRODUCT SAFETY REGULATIONS 1994?

These regulations are a general 'catch all' regulation. They require that all items supplied in the course of business are safe.

They are not specific about how you can comply and so the advice is to take a 'common sense' approach to whether you consider something to be safe in the situation that it is going to be used. You should also take into consideration the number and ages of the tenants and occupiers when making this decision. Some areas to consider are Oil fired boilers and solid fuel fires and boilers, which are not covered under other regulations. The best advice here is to ensure that they are annually serviced and are well maintained. Also it is not advisable to have furniture containing glass, as sometimes the glass can be very thin.

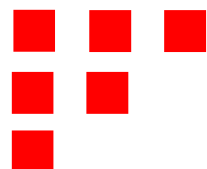
WHAT ARE THE HEATING APPLIANCE (FIRE GUARDS) REGULATIONS 1973?

They state that any gas or electric fire should be supplied with a safety cover or guard. The max size for ventilation

holes in the grills of an electric fire is either 126 x 12 mm or 53 x 20 mm maximum.

For a gas fire it is maximum 150 x 35mm but no more than 154mm measured diagonally.

There are some limited exceptions (for example at corners). If you are unsure it is sensible to have the appliance checked.



How do we size up?



	THE Letting LINK			
Introduction Fees	£400.00			
Legal Fees	£40.00			
Inventory Production	NIL			
Referencing Fees	NIL			
Deposit Protection	NIL			
Rent Collection	8%			
Full Management	12%			
Tenancy Renewal Legal Fees	£40.00			
Other Renewal Fees	NIL			

Access to a national database of tenants with a bad history	✓			
Wide internet coverage including Propertylive, for members only.	✓			

Professional Indemnity Insurance	✓			
Membership of:-				
A.R.L.A. for Client Money Protection	✓			
N.A.L.S and T.P.O.S. for disciplinary code of conduct	✓			

Prices do **not** include V.A.T. which is due @ 20%

