

# A & A PROPERTY SERVICES

A & A Property Services has established itself as one of the leading letting agencies in the Mid Devon area. Our office is situated at a strategic location to provide us with a sound base from which to serve the community. A family run business with over thirty years combined experience in the lettings industry we can offer advice and assistance to landlords, whether you choose our fully managed or introduction only service.

So what kind of service can you expect from us? A & A Property Services will provide a written agreement for managing your property, setting out the services that we provide and what they will cost. Here is an explanation of the service that we are committed to provide:

- **A professional, client driven service**
- **An effective complaints redress system** backed by professional indemnity insurance and (perhaps most importantly)
- **Membership of a The Property Ombudsman**, a government approved scheme set up to provide independent redress in the case of disputes arising between property agents and their clients.
- **Client Money Protection**  
A & A Property Services operate separate client accounts, ensuring that your money is kept separate from the company accounts and is reconciled daily to ensure accuracy of accounting. CMP Insurance is provided by Lonsdale Insurance Brokers as approved by The Property Ombudsman.

## Letting Your Property

### Finding Tenants

Finding the right tenant for a property is crucial. At **A & A Property Services** we start by establishing your criteria for the sort of person you wish to occupy your property. As we spend much of our time and energy marketing our services and properties to prospective tenants, we find that we often can match your requirements with tenants already registered with us. Having matched your criteria to the tenants, and the right tenants to your property, we then ask the prospective tenants to provide us with references.

We use an independent professional referencing company – **RENT4SURE** – to reference all of our tenants and they use a 25 point checking system.

We find that the independence and specialist experience of using a professional company like **RENT4SURE** ensures that tenants that we let our properties to have been thoroughly vetted. And just to ensure that you are happy...***It is our recommendation that landlords meet prospective tenants.***



### Rental valuations and Rent collection

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.

Payments are due every calendar month (unless some other arrangement has been made) in advance starting from the commencement of the lease. We do encourage tenants to pay their rent by standing order. We never, unless there is a good reason to do so, accept personal cheques for rent, but in cases where it is unavoidable we must allow a period for the cheque to clear before making payment to you.

If we are managing the property for you and collecting the rent, you will receive a statement from us monthly. The statement will tell you when the rent was paid, what period it covers, itemise our charges and any other charges that may have occurred, and tell you when and how the rent was paid over to you.

Obviously, the strict referencing service that we use tends to minimise the risk of bad and non paying tenants, however, problems can sometimes occur. To help us manage the risk, the lettings software that we use – **CARL (Computer Aided Residential Lettings)** – also produces reports daily that allows us to see when rents are late and we can then be proactive in chasing if problems in this area arise.

We normally use internet banking to pay the rent over to you, which means that you should, in most circumstances, receive the rent on the same day that it is sent. However, we are happy to make payments by cheque if this is what you prefer. We do recommend that you set up a dedicated bank account for receipt of your rents as this makes it easier to present an audit trail at the end of the year.

At the end of the tax year, we will send you an annual statement showing your income and expenditure from your property for the year. This should help you present your accounts to your accountant and we provide this extra service to our managed property landlords at no extra charge.

## Deposits

Since April 2007 all tenants deposits must be protected by law, and the penalties for not doing so can be onerous. There are two types of schemes available, insurance based schemes and a custodial scheme:



1) The Deposit Service Ltd runs an insurance based scheme directed primarily at letting agents. It also operates the schemes ADR service ([www.thedisputeservice.co.uk](http://www.thedisputeservice.co.uk))

2) Tenancy Deposit Solutions Ltd also run an insurance based scheme sponsored by the National Landlords Association and administered by Hamilton Fraser Insurance which is directed primarily at landlords. The Chartered Institute of Arbitrators is principal Provider of ADR to the Scheme ([www.landlords.org.uk](http://www.landlords.org.uk) or [www.mydeposits.co.uk](http://www.mydeposits.co.uk))

mydeposits.co.uk



3) The custodial scheme is The Deposit Protection Service which is operated by Computershare Investor Services PLC, with the chartered Institute of Arbitrators providing the Alternative Dispute Resolution (ADR) service ([www.depositprotection.com](http://www.depositprotection.com))

It is essential that your tenants' deposit is protected under one or other of the schemes currently available, failure to do so will mean that you are unable to give your tenant notice to leave the property **except** in circumstances where there is a breach of tenancy. We will protect and administer the deposits of tenants in property under our management, however, if you manage your own property you must not forget to protect your tenants' deposit in your own chosen scheme. Please provide us with details of your preferred scheme and membership number.

## Inventories and Why You Need Them

At the start of **EVERY** tenancy you should have your agent prepare or get prepared a full inventory /schedule of condition of his/her property. Even an empty property has items in it which need to be logged i.e. carpets, doors, kitchen cupboards, light fittings etc.

An inventory is an essential document, almost as important as the Tenancy Agreement itself. It has to be accurate and it will provide a written record of the fixtures and fittings in the dwelling as well as their condition at the start of the tenancy. This document should be updated and amended at the end of the old tenancy and at the start of any new tenancy. Additionally we will ensure that the inventory is signed by the tenant as a true record of the state of the property when they moved in. This is helpful in case of deposit disputes.

## Assured Shorthold Tenancies

Most of the tenancies that we arrange are **Assured Shorthold Tenancies** which were introduced to the UK with the Housing Act 1988 as amended by the Housing Act 1996. Under the act, no tenancy should be under six months' in length, but can be more. We suggest that all new tenancies commence with a **maximum** six month Assured Shorthold contract. This is because with a new tenancy you do not, as yet, know the tenants, and if things do not work out as they should, then after six months you can ask the tenant to move on.

Other forms of tenancies can also be arranged – for example Company Tenancies or Commercial Lets – if this is of interest to you please ask us for further details.

Via CARL, our lettings package, all of our contracts are regularly updated to take account of changing legislation.

### **Commencement Of the Tenancy**

Prior to the tenant moving in (if instructed) we will carry out an inventory of the property if required. Please be aware that this inventory will be the document that will be relied upon in the case of a dispute over the deposit at the end of the tenancy, so please always read it carefully to assure its accuracy.

Whilst compiling the inventory we also take the meter readings, these readings are then passed on to the appropriate companies, at the same time we also inform the council of the change in tenancy. We do not usually undertake to inform telephone companies, you and the tenants must do this yourself.

### **Safe To Rent?**

It is important to ensure that your rental property complies with the requirements of the Local Authority Housing, Health and Safety Rating System (HHSRS). These are some of the issues that need to be considered:

#### **Gas Safety**

Landlords **must** get a yearly Gas safety certificate - Ensure fixed heating appliances and systems, whether central heating or not, should be properly designed, installed and regularly serviced. If you use our fully managed service we will ensure that this is done in a timely manner each year using a Gas Safe engineer.

#### **Oil Fired Central Heating, Solid Fuel Heating and Chimneys**

From **October 2015** landlords must ensure that there is a carbon monoxide alarm fitted in any room that is used partly or wholly as living accommodation which also contains any appliance which burns, or is capable of burning, solid fuel. This would include log and coal burning stoves and open fires, even if they are not normally in use, but does not include gas and oil boilers. If an open fireplace is purely decorative and not useable then it is not covered by the regulations. (Please note that this does not apply to Wales).

We strongly recommend that these appliances are serviced annually in exactly the same way as Gas Central Heating. Should an accident occur, you would still be held responsible in the same way. We can arrange these on an annual basis, and do so as a matter of course on managed properties.

Because of this, chimneys should also be swept annually to prevent chimney fires and build-up of noxious gas due to blockages. Should you opt for our managed service we will be happy to arrange this.



### **EPCs (Energy Performance Certificates) and MEES (Minimum Energy Efficiency Standards)**

It is a legal requirement to provide an EPC certificate in the lettings process and to have the EPC ratings displayed when a property is advertised for rent. An EPC will show what improvements can be made to save money spent on keeping your home warm and help reduce climate change. If your property does not already have an EPC we will be happy to arrange for one to be done.

**Please note that by under the rules of MEES by April 2018 it will be a legal requirement that all privately rented properties have at least an EPC rating of 'E' in order to be advertised to let, and by April 2020 this will apply to all rental properties, whether advertised or not.**

Landlords can also prevent Excess Cold by:



- Ensuring that the home is properly insulated: lofts should have at least 270mm of insulation, and wall cavities should be insulated too. There are grants and loans available to help make homes more energy efficient such as the [Green Deal](#).
- Installing heating systems that can be controlled by the occupant. Central heating systems are more efficient than separate room heaters. Thermostats should be able to be set so that the main rooms are at 21°C during the day and bedrooms are at 18°C.
- Draught proof any gaps around windows and doors.

### **Damp and Mould Growth**



Steps that you can take include:

- insulating the loft
- draught proofing windows and external doors
- installing cavity wall insulation
- installing double glazing

We will also be on hand to advise tenants how to avoid mould and condensation in the property, this includes:

- Keeping the property heated and well-aired, particularly during the winter months
- Drying clothes outdoors whenever possible, not indoors over radiators

### **Electrical Safety**



Examples of the way in which electrical safety could be enforced are as follows:

1. Building Regulations
2. Various Statutory Regulations such as the Electrical Safety Regulations and the Plugs and Sockets regulations
3. Section 11 of the Landlord & Tenant Act 1985 imposing landlord's repairing obligations relating to short residential tenancies - there is an obligation to keep electrical installations in repair and in proper working order
4. Defective Premises Act 1972 - if a tenant or resident is injured as a result of a defective electrical installation or their personal property is damaged then there would be a liability in damages

We would recommend installing a circuit breaker, an automatically operated electrical switch designed to protect an electrical circuit from damage caused by overload or short circuit. Its basic function is to detect a fault condition and interrupt current flow. Unlike a fuse, which operates once and then must be replaced, a circuit breaker can be reset (either manually or automatically) to resume normal operation.

You might also want to install an RCD, or residual current device, which is designed to prevent electric shocks if you touch something live, such as a bare wire. It can also provide some protection against electrical fires. RCDs offer a level of protection that ordinary fuses and circuit-breakers cannot provide.

If you are providing electrical equipment i.e. washing machine you may wish to have it PAT tested to ensure safety. This is a requirement if your property is an HMO (House in Multiple Occupation)

***If in doubt consult a reputable Electrical Contractor (ask for a recommendation if required).***

### **Fire Safety**

From **October 2015** the law required landlords to **install smoke alarms** on every floor of their property, and test them at the start of every tenancy. Mains powered alarms are preferred as the failure rate is much lower than a battery powered alarm.

Other steps we recommend are that you:

- Provide a fire blanket in the kitchen to allow an occupier to tackle a fire if it is safe to do so.
- Ensure there is a protected and safe means of escape from the property, and that the occupiers can escape from the building without the use of a key.
- Escape windows can provide a second, emergency escape from the first floor.
- Ensure that the area immediately adjacent the cooker is free from flammable materials such as curtains around a window, or wall units.
- Ensure that fitted appliances and equipment that present a possible source of ignition should be correctly installed and maintained.
- In the case of flats with shared access/exits you should provide a clear Fire Safety Plan to the tenants.



### **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.

For this reason, we usually recommend that properties are let on an unfurnished basis only, although we appreciate that this cannot always be the case.

## **Legionnaires' Disease and Legionella**

Legionella bacteria are found in the natural environment and may contaminate and grow in water systems, including domestic hot and cold water systems. They survive low temperatures and thrive at temperatures between **20 - 45°C** if the conditions are right. They are killed by high temperatures at **60°C** or above.



Health and safety legislation requires that landlords carry out risk assessments for the Legionella bacteria which cause Legionnaires' disease and thereafter maintain control measures to minimise the risk. Most rented premises will be low risk but it is important that risk assessments are carried out and control measures introduced. Landlords are under a duty to ensure that the risk of exposure to tenants, residents and visitors by Legionella is properly assessed and controlled.

Although it is not necessary for an accredited assessor to undertake the assessment, some training or experience is required to prove 'competency'. At A & A Property Services we have undergone training, and will be happy to provide an assessment if required.



## **Asbestos**

Before carrying out any work it is important to assess whether or not asbestos may be present. Although more usually present in commercial buildings, it can be found in some older residential properties. For example, it can be found in certain tiles and artex ceilings. As a landlord if you are aware of the presence of asbestos you must tell any contractor you engage and you need to make sure that your contractor carries out an assessment as to the likelihood of the presence of asbestos before work starts.

## **Trips and Falls**

Trips and falls are among the most common of accidents around the home, and you have a duty to ensure that you take all reasonable steps to minimise risk to your tenants

## **Stairs**

- Ensure that the treads, risers, balustrades, and handrails are complete and in good condition.
- Ensure that concrete steps are free draining to reduce icing, complete, and in good condition.
- Stairs should be well-lit with light switches at the top and bottom.
- Remove loose area rugs from the top, bottom, or landing area of the stairs.
- Put non-slip treads on each bare-wood step.
- Install handrails extending the full length of the stairway
- Repair any loose carpeting or wooden boards immediately
- To reduce the risk of small children falling or becoming trapped, there should not be any openings on stairs, either to the stairs themselves or to the guarding, which allow a 100mm diameter sphere to pass through.
- Artificial lights and windows should be sited to avoid shadows and dark corners. There should be switches or controls for artificial lighting at both the top and foot of stairs.
- Glare from windows should be avoided.



- Obstructions on stairs or at the head of stairs can increase the likelihood of a fall.
- In multi-occupied buildings, the owner or manager is also responsible for the stair covering and for ensuring that stairs are kept free from obstructions.

### **Security**



**To enhance security of your property you can, if you wish, install:**

- Five lever mortice lock for external timber doors or a three multi-point locking system for PVC-u external doors.
- Window locks should be attached to windows easily accessible from outside but must not be attached to designated escape windows.
- Door chains.
- In a shared property (such as a block of flats), the freeholder or appointed manager is responsible for making sure the main entrance door to a shared property has a lock that meets the above standard.
- Burglar alarms, defender alarms and security, night lights and spy-holes.
- Ensure doors fit properly into their frame and are free from damage.

### **Periodic Checks**

Remember that regular checks, including visual inspections, are an important way of ensuring that the house is safe and free from hazards. The following checks will need to be carried out -

- An annual gas safety check on appliances. This is a legal requirement.
- Periodic electrical safety checks on the installation.
- Annual chimney inspection and cleaning
- Periodic visual checks or PAT tests on any appliances which you provide as landlord.
- If a fire alarm system is checked then it needs to be tested periodically and serviced/checked at least annually.
- Periodic inspection of any emergency lighting.

- **All of these checks are carried out as a part of our managed service.**



## A & A Property Services – Our services

### Mission Statement

We are dedicated to act in a fair and proper manner at all times. With us as your appointed letting agents you can expect the following services:

- **We will give sound advice on the letting your property**
- **We will arrange an inventory and schedule of condition of your property before the tenancy commences**
- **We will market your property in all suitable media to maximise its exposure to potential tenants**
- **We will accompany all viewings of your property with potential tenants**
- **We will carry out tenant referencing using a specialist referencing agency for your peace of mind**
- **We will prepare and issue of all tenancy agreements and notices required at the commencement of the tenancy**
- **We will carry out the necessary checks at the start and end of each tenancy, and during the tenancy as required**
- **We will collect all rents and pursue all rent arrears (Full management only)**
- **We will notify all utility companies of meter readings at the start and finish dates of tenancies, including local council tax departments**
- **We will make all payments of rent electronically via the internet direct to your chosen bank or building society account (Full management only)**
- **We will send you detailed monthly statements by E Mail or post and full annual statements at the end of each tax year (Full management only)**
- **We will carry out regular property inspections as needed and report back to you on the current state of your property (Full management only)**
- **We will advise on insurances required and handle any claims that may arise on your behalf (Full management only)**

You also have the protection of the Redress Service of **The Property Ombudsman**, of which A & A Property Services is a member.



## **Fully Managed Service**

This consists, initially, of

- Attending the property to provide a valuation based upon our extensive local knowledge of the market, and agreeing this with you to your satisfaction.
- Advertising the property to let in available suitable media, including newspapers, internet, window sheets and property lists, and actively marketing the property to suitable prospective tenants
- Conducting viewings of the property with prospective tenants
- Putting suitable tenants forward for approval and following full referencing procedures via an independent referencing service
- Preparation of the Inventory (if required)
- Arrangement of the initial Landlords Gas Safety inspection, Legionella Assessment and EPC (if required)
- Raising the lease and all necessary legal paperwork
- Arranging to meet the tenants to sign the above
- Reading of the meters and informing all relevant utility companies, councils etc of the new tenancy and the dates
- Collecting and recording the rent and deposit for the property and banking to our client accounts
- Protecting the deposit with the appropriate government appointed scheme as required by legislation
- Raising the initial Landlord Statement
- Paying the rent across to the landlord's account direct by internet banking, or by cheque as requested.
- Sending all the required paperwork and relevant copies to the landlord for record keeping
  
- Managing your property going forward, we
  
- Arrange to collect the rents on your behalf and forward them to you as they come in.
- Debt chase any rents overdue
- Inspect your property on a regular (usually quarterly) basis to ensure that it is being kept in an acceptable way
- Provide you with regular inspection reports detailing the results of our inspection (please see the sample report at the end of this brochure).
- Act as an initial point of contact for any maintenance issues for your tenants. Maintenance issues are usually agreed up to a value of £100.00. Any amount above this will be referred to you for approval. This arrangement can be flexible if you require and all maintenance issues can be referred to you prior to the work being ordered.
- Act as a point of contact for Emergencies on a 24 hour basis. This is the only exception to the above – we reserve the right to order work to be done if the safety or integrity of the property or the tenant is threatened (as in the case of fire, flood or burglary)
- Arrange renewal of leases at your behest (there is an additional charge)
- Provide you with monthly statements and an annual statement at the end of the tax year

- At the end of the tenancy, we
- Inform you of the leaving date of the tenants and the check out to allow you the opportunity to attend if you wish.
- Begin marketing your property to let in advance (upon your instruction) in order to attract new prospective tenants
- Attend the property with the tenants and check its condition against the original inventory
- Agree any deductions to be made against the tenant's deposit and sign the Protection Certificate
- Inform the appropriate Deposit Protection scheme of the end of the tenancy and of deductions made (if any)
- Refund the appropriate amount to the tenant
- Read the meters and inform all relevant utility and council of the end of the tenancy and forwarding address of the tenant

### **Introduction Only Service**

This service consists all of the services provided in the initial part of the fully managed service. After the tenant has moved in to the property you then assume the management of the property going forward. However, if you require any additional services (i.e. property inspection, tenant check out etc) we will be happy to provide this as an additional service upon request – just ask us for our current charges for the service that you require.

Deposits taken on un-managed tenancies are forwarded to the landlord – please ensure that we have the details of the Tenancy Deposit Scheme that you use, and your membership number.

### **Rent Collection Only Service**

We will collect the rent from your tenant and pass it on to you. We will chase any arrears. Statements and Annual Statements will be provided.



**Fees and Charges** (all charges quoted are inclusive of VAT)

**Fully Managed Service**

**Initial Letting Fee** - This is a one off charge when we initially take on the property and includes all the services as described in the Fully Managed Section.

Fee equal to two weeks rent plus VAT or £390.00 **whichever is the lesser**

**Commission**

12% of monthly rent collected (10% + VAT)

**Re-letting Fee** - This is the fee charged for any subsequent re-lets if the initial tenant vacates the property

£120.00

**Introduction Only Service**

**Initial Letting Fee** - This is a one off charge as above and includes all the initial services provided in the Fully Managed Service.

Fee equal to two weeks rent plus VAT or £390.00 **whichever is the greater**

**Re-letting Fee** - This is the fee charged for any subsequent re-lets if the initial tenant vacates the property

£270.00

**Rent Collection Only**

**Commission**

10% of monthly rent collected

**Other Charges**

|   |         |
|---|---------|
| Preparation of Inventory                            | £ 90.00 |
| Legionella Risk Assessment – Initial Assessment     | £ 60.00 |
| Legionella Risk Assessment – Subsequent Assessments | £ 25.00 |
| EPC (Energy Performance Certificate)                | £ 99.00 |
| Tenancy Renewal                                     | £ 48.00 |
| Preparation of Court Papers                         | £150.00 |
| Check Out Fee (introduction only)                   | £ 60.00 |

**All charges and commissions are subject to VAT at the current rate applied**

### **Ownership of the Property**

If you instruct us to let your property, we will assume you are the owner. If the property is subject to a mortgage you will need to inform us from the outset in writing and obtain permission and confirmation from your bank/building society that they are prepared to allow you to let the property to a paying tenant.

Where the property is jointly owned you will need to obtain written confirmation from all interested parties that they agree to the property being let by us. We may also have to ask you for proof of identity as part of Money Laundering regulations currently in force.

### **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.

### **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.

### **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 will be an extra cost for this service).

### **Keys**

We would normally require two sets of keys to the property, one will be handed to the tenant 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.

### **Finally...**

Although fairly detailed, we are aware that the information in this booklet is not exhaustive and you will probably still have many questions about letting your property, particularly if you have never done so before. Please feel free to contact us - we are here to help

