LETTINGS & PROPERTY MANAGEMENT



LETTINGS@RUSHWITTWILSON.CO.UK



Our Services

Tenant Find Only Package

- We will advertise your property from our 7 offices across the local area, with online promotion along with regular adverts in the Local Observer Newspaper and Wealden Advertiser.
- We will carry out all viewings and report to you regularly with feedback.
- Once we have found a suitable tenant we will obtain references and right to rent checks and draw up an Assured Shorthold Tenancy Agreement, schedule of condition (additional charge) and prescribed deposit information.
- We will arrange any Energy performance and Gas Safety Certificates needed.
- We will see the tenant into the property and arrange for a standing order to be set up for monthly rent payments.
- The deposit can be lodged for non-managed properties, however this is chargeable at £30.

Part Management Package

The Full Management Package includes all listed above in the tenant find only package plus:

- Lodge deposit
- · Collection of rent on a monthly basis and forwarding on to you less our commission
- Arrange required legal certification
- Carry out rolling 6 monthly inspections
- You will be the tenants main contact for any maintenance however we are happy to arrange and pay contractors with instruction from landlord.
- We will carry out the "Move Out" Inspection and return any deposit amount after you have negotiated this with the tenant.

Full Management Package

The Full Management Package includes all listed above in the tenant find only package plus:

- Lodge deposit
- Collection of rent on a monthly basis and prompt payment to you less our commission, chasing any rent arrears if needed.
- Detailed monthly statements to yourself and your accountant.
- Carry out an initial 3 month inspection, followed by rolling 6 monthly inspections
- Arrange required legal certification
- · We will act as first point of contact between the tenant and landlord.
- We will carry out specific requests from landlords with regards to the property
- We will carry out the "Move Out" Inspection and negotiate the return of the deposit monies.
- We will organise contractors to quote and carry out any maintenance work needed.



Our Fees

| Tenant Find Only Package | A fee equal to 120% of the first month's rent (inclusive of VAT) |
|---|--|
| Part Management Package | A fee equal to 75% of the first months rent plus 9% of monthly rent thereafter, including the first month Please also note that for any maintenance works instructed by Rush Witt & Wilson there will also be a fee equal to 12% of the invoice total. |
| Full Management Package | A fee equal to 75% of the first months rent plus 12% of monthly rent thereafter, including the first month Please also note that for any maintenance works instructed by Rush Witt & Wilson there will also be a fee equal to 12% of the invoice total. |
| Condition Schedule Charges | As part of our comprehensive service to Landlords, we can arrange an Inventory and Schedule of Condition. Even if the property is unfurnished there should be a Schedule of Condition for the property itself, our comprehensive service includes detailed photographs and descriptions. It is becoming increasingly difficult to claim recompense for any damage at the end of the Tenancy and carpets and curtains can be very expensive to replace. To be able to claim any money back from a tenants deposit it is vital that all soft furnishings and interior décor are properly documented. 1 Bedroom: £110.00 2 Bedroom: £140.00 3 Bedroom: £160.00 5 Bedroom: £180.00 6 Bedrooms and over: POA There is an additional £75 surcharge for furnished properties. |
| Section 21 Notice | £90.00 |
| Resigning Tenancy Agreements | Managed properties: £90.00 on a 6-monthly basis Resigning tenancy agreements and associated paperwork for non-managed properties: £300.00 |
| Overseas Administration Charge | £17.40 per month (managed properties) |
| Additional Property Inspection Visits | £40.00 |
| Rent Review (to include Section 13 Notice) | £30.00 |
| Annual Accounts Summary | £18.00 |
| Tenancy Dispute Administration Charge | For arrangement of quotations/repair works as a result of a tenancy dispute - $\$80$ (inclusive of VAT) |

Jour Jour Property

What can you expect from us?

Letting a property can be a stressful process, which is why we are here to help you through every step along the way.

We don't dress this up with hype; our testimonials show our commitment to you and that we genuinely care.

Here are a few things that you can expect from us as your trusted letting agents...

Free Rental Appraisal

One of our dedicated team will meet you and carry out a free no obligation rental appraisal, along with discussing your needs and what Rush Witt & Wilson can offer you.

Marketing

Following your instructions we will market your property from our 7 local offices. Your property will be advertised in the Local Observer Newspaper and Wealden Advertiser, along with widespread internet coverage.

Tenant Referencing

Once a suitable tenant has been found, their application forms will be processed by our dedicated referencing team, and our experienced and professional staff will firstly discuss their details with you.

Once you are happy to proceed we will run a credit check and apply for references. Once all of these have come back satisfactorily we will agree a move in date.



Move In

On the agreed move in date we will meet with the tenants to sign Tenancy Agreements and Condition Schedules, providing a copy for yourself and one for the tenants to keep. We will arrange for a standing order to be set up to pay the monthly rent, either to yourselves if you employ us on a let only service or directly to us if you opted for the full management package, we will then forward to you minus our monthly fee for which you will be provided with an invoice.

Management

If you opted for the Let Only Service, the landlord would take over the management from this point, we will provide all contact details for the tenant. If you opted for the Full Management Package the tenant will continue to contact us should there be any problems. We will carry out an initial 3 month inspection, followed by rolling 6 monthly inspections.

Should I let furnished or unfurnished?

All properties should usually include carpets and curtains. Furnished properties will also include the furniture found in most homes (beds, tables, chairs, suites), cooker and fridge, kitchen crockery, cooking utensils and cutlery. A major consideration for Landlords who have a choice whether to let a property furnished or unfurnished is that there are Regulations which must be adhered to specifically on furnished properties.

The Furniture and Furnishings (Fire) (Safety) (Amended) Regulations 1993 require that all upholstered furniture and furnishings in rented properties pass the "cigarette test". If any property is found not to comply the landlord faces fines or imprisonment, or both. Any Landlord placing a property on the rental market for the first time must comply with these regulations immediately, and any furniture not complying must be removed before the tenancy commences.

Products covered by the furniture and furnishings regulations:

- Furniture intended for private use including children's furniture
- Beds, headboards, mattresses
- Sofa beds, futons and other convertibles
- Garden furniture which is suitable for use in a dwelling
- Pillows, cushions & seat pads
- Loose and stretch covers for furniture

Products usually not covered by the regulations:

- Curtains, Carpets, Sleeping bags
- Bedclothes (including duvets)
- Loose covers for mattresses and pillowcases
- Furniture made before 1950

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Floor Plan

With online marketing proving our most important tool it is now imperative that a floor plan is included with any advertised property. This ensures that your property stands out against the competition, therefore in most cases leading to a much faster rental.

Click through rates on properties with floor plans are much higher and ensures that it is not bypassed for another available rental property with more information.

We can instruct one of these for you at a small one off cost of £50.00, and this can then be used every time we market the property for you as long as no structural changes are made.



If you choose to instruct us to carry out an EPC on your behalf, we are able to offer you a FREE floor plan!



Energy Performance Certificate

From 1 October 2008, all rental properties with a new tenancy in England and Wales will be required to have an Energy Performance Certificate (EPC). We need to have an EPC on file when we begin marketing your property.

EPCs look similar to the energy labels found on domestic appliances such as fridges and washing machines. The energy efficiency and environmental impact of your property will be rated on a scale from A-G (where A is the most efficient and G the least efficient) as shown below. Current running costs for heating, hot water and lighting will also be shown on the certificate, together with a list of recommended energy saving improvements. The certificates last for a ten year period.

Minimum Efficiency Standards

The minimum level of energy efficiency means that, subject to certain requirements and exemptions:

a) from the 1st April 2018, landlords of relevant domestic private rented properties may not grant a tenancy to new or existing tenants if their property has an EPC rating of band F or G (as shown on the Energy Performance Certificate for the property)

b) from 1st April 2020, landlords must not continue letting a relevant domestic property which is already let if that property has an EPC rating of F or G (as shown on the Energy Performance Certificate for the property) Rush Witt & Wilson have an appointed domestic energy assessor and we can arrange for this to be done on your behalf.

The cost of an EPC from Rush Witt & Wilson is £99 inc VAT and includes a free floor plan!

Alternatively DEAs can be found in local directories or via

hcrregister.com/findassessorinspector if you wish to make your own arrangements.





Gas Safety Certificate

It is the duty of the landlord to ensure that all gas supplied appliances are maintained in a safe condition, inspected and checked at least every 12 months by a GAS SAFE engineer.

A Gas Safety certificate should only be issued by a GAS SAFE engineer and a copy given to both the tenant and the managing agent. As these regulations apply equally to the managing agent as well as the landlord, you will understand that we must take a clear stance on this matter. Non compliance with the gas safety regulations is a criminal offence and could result in a heavy fine, imprisonment or both.

We can organise this with a gas safe plumber. If you are going to organise this with another engineer then we require a copy of the certificate before any move in can go ahead.

IMPORTANT INFORMATION FOR CUSTOMERS WHO HAVE BOILER FLUES IN CEILING SPACES OR BOXED IN:

Some properties, mainly flats and apartments, have been built with boiler flues which cannot be inspected because they are hidden behind walls or ceilings. If you own or live in one of these homes, then please read on for more information so you know what to do.

Gas Safe registered engineers need to be able to see the flue – which takes fumes away from the boiler - as part of essential safety checks whenever the boiler is worked on. If you do have a boiler where all, or part of, the flue cannot be seen, you will need to arrange for inspection hatches to be fitted.



From 1 January 2013, any Gas Safe registered engineer will turn the boiler off and formally advise you not to use it until inspection hatches have been fitted in appropriate places.



Portable Appliance Electrical Test

| | Appliance ID: | | SA |
|--------|----------------|--------------|------|
| S S | Test Date: | Re-Test Due: | FET |
| S | Test Engineer: | | YRIC |
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The landlord is responsible for making sure that all electrics and electrical appliances supplied in the property must be safe for use. If any portable appliances are going to be left in the property we would recommend that a portable appliance test is carried out by a qualified electrician on an annual basis.

We are happy to arrange for the necessary electrical inspections to be carried out on your behalf. If multiple appliances are present on inspection a small additional charge may be applicable per appliance.



Legionella Risk Assessment

What is Legionnaire's?

Legionnaires Disease is a potentially fatal form of pneumonia which can affect anybody, but which principally affects those who are susceptible because of age, illness, immunosuppression, smoking etc.

It is caused by the bacterium Legionella pneumophila and related bacteria that can be found naturally in environmental water sources such as rivers, lakes and reservoirs. They may also be found in purpose built water systems where temperatures have been at the right level to encourage their growth. Legionella bacteria thrive between 20°C and 45°C.

Although their presence is more likely in large systems such as cooling towers, air conditioning systems

and whirlpool spas, Legionella bacteria can also multiply in the water systems and storage tanks in residential properties. Showers, boilers and other smaller tanks may still support the growth and proliferation of legionella organisms. In multi-occupied buildings, there is often inadequate pressure from mains water to supply all dwellings, so water may be stored. This could be in a header tank at the top of the block or even tanks at a lower level, with booster pumps to supply water to the units. Any such tank presents potential places for the bacteria to grow.

The vast majority of dwellings in the UK are served by public mains water, with around 1% of the population served by private water supplies. Private supplies may be untreated and can become contaminated more readily. Levels of chlorine in public mains water may help reduce the bacteria, but this chlorine won't be present in private supplies. In addition, with private supplies, the water is usually pumped into a storage tank within the dwelling, where it can be left to stagnate.

What legal duties do I have?

The Housing Act 2004 introduced the Housing Health and Safety Rating System HHSRS as a way of assessing risks from hazards commonly found in domestic properties. It has been a requirement since March 2012 for landlords to carry out legionella checks. More recent guidance from April 2014 emphasises landlords' responsibilities in protecting tenants from Legionella bacteria. The new guidance also extends to the similar, but less serious, conditions of Pontiac fever and Lochgoilhead fever. Unless you actually employ more than five people, you do not need to write any risk assessments down, but you would need to be able to demonstrate that you had taken all necessary precautions should a problem occur.

The water supply is one of the hazards that landlords need to consider. This covers the quality and adequacy of the supply within the dwelling for drinking and other domestic purposes such as cooking, washing, cleaning and sanitation. Risks of contamination from the Legionella bacteria need to be considered and if any are identified, steps need to be taken to minimize them as far as possible. This could be risks to tenants, visitors and anyone working at the property. It would be particularly important to consider where rooms or properties have been vacant for some time as the water will have been stagnant in the pipes.

Landlords who provide residential accommodation (or who are responsible for the water system in their premises) have always had a duty to assess the risk from exposure to Legionella to their residents, guests, tenants and customers.

A simple risk assessment is required and landlords can do this themselves but if they do not feel competent to do so, they can choose to arrange for someone who is competent to do it on their behalf.

The water systems in most residential premises are considered lower risk and water usage is regular, it is not usually necessary to have 'over the top' control measures. Simple and proportionate control measures will help reduce any risk. Although landlords' responsibilities concerning legionella sound daunting, it is largely a matter of balancing common sense with making sure you have covered yourself legally.

More information can be found online with regards to measures for reducing risks. Some literature suggests failure to comply can result in fines up to £20,000. Guidance from the health & safety executive, which was updated in April emphasises the Landlords responsibilities in protecting tenants from legionella bacteria. As an agent we are unable to undertake these tests on your behalf, however please contact the office for more information or advice.

Avoiding Legionella

Water in the boiler should be kept at a minimum of 60^{*}c and at each outlet point above 50^{*}c within a minute of running the water, but beware of scalding risks.

Shower heads and hoses must be dismantled, cleaned and descaled regularly, including between lets.

Any water units which are not regularly used should be flushed through regularly, e.g. weekly. So, if your tenant uses a bath but not the shower, ensure they know they should run this weekly and explain why.

In properties empty for over one week, flush through all the water pipes, taps and showers before reletting, making sure you take steps to prevent inhaling any resulting water droplets.

Visually inspect the cold water tank regularly. Ensure the tank is insulated and that there is a closed lid. Check for debris, and if necessary, clean and disinfect.

More information can be found at: www.hse.gov.uk/legionnaires



New Smoke Alarm Legislation Update

PLEASE READ THE FOLLOWING INFORMATION CAREFULLY AS IT AFFECTS ALL RENTAL PROPERTIES.

Landlords are required by law to install working smoke alarms in their properties, under measures which came into force in October 2015. The proposed changes require the installation of smoke alarms on every floor of the property, and their testing at the start of every tenancy.

Installation of alarms will be required to adhere to Code Of Practice B5839 Part 6. This includes smoke alarms being fitted in all hallway, stairway, and circulation areas that form escape routes from the property. They should be located every 7.5 metres of hallway, and within at least 3 metres of all bedroom doors.

Rush, Witt & Wilson will be required by law to inspect all managed properties to ensure that they meet the new requirements, and to test any existing alarms if applicable. You are of course entitled to make your own arrangements, however we will need to have received specific instruction that this is the case and the relevant evidence that the work has been completed. If it transpires that your property does not meet the new regulations we shall arrange for the necessary alarms to be fitted. This will be carried out in accordance with the LD3 Minimum Protection Standard and as per the guidelines outlined above.

All smoke alarms do have an expiry date (typically 10 years), and any alarms within a year of expiration will be replaced.

It is also a requirement that Landlords install carbon monoxide alarms in high risk rooms. This includes rooms with open fireplaces (whether in use



or not), it is also highly recommended that carbon monoxide alarms are fitted in room with boilers and gas fires. These will be checked at the same time as any smoke alarms, and can be fitted within the same labour cost plus the cost of each alarm as required. There is a recommendation for wireless (non battery) devices to be fitted in higher risk areas such as rooms with a boiler or gas fires so that batteries cannot be removed by the tenants. These have a longer shelf life but are more expensive to purchase (price on enquiry).

During the tenancy the tenant is responsible for the maintaining of all alarms and replacement of batteries. However, prior to the beginning of any new tenancy, it is the landlord/agent's responsibility to ensure alarms are in working order. At the beginning of a new tenancy Rush, Witt & Wilson will review the alarms in your property to ensure they are in full working order. Please be aware that with properties HMO licenses apply, a where higher specification of smoke alarm installation may be required which is generally mains powered. Landlords are directly responsible for determining whether their properties are eligible for HMO status, and we request that you please inform us if there is a license present on your property. Rush, Witt & Wilson cannot be held responsible if incorrect devices are fitted as a result of the relevant information not being provided.

Failure to adhere to the new regulations may result in a civil penalty up to a £5,000 and render your insurance invalid.







Do I need permission from anybody to let my property?

Mortgage Consent:

If your property is mortgaged you must advise your bank, building society or mortgagee that you propose letting your property and obtain their written consent. Sometimes an administration fee is charged for issuing a consent letter and it is possible that there may be a variation in the interest rate level.

Leasehold Consent

If your property is leasehold, your head lease will state whether or not you require permission from the Freeholder to sublet. You should find that your lease will contain a clause indicating that you must obtain consent from your head leaseholder (or free-holder) but that such consent should not be unreasonable.

Will my money be safe?

We are members of CMP (Client Money Protect – Membership No: CMP002697). It is essential for Landlords to ensure that they only entrust their properties and any rents, and maintenance funds to agents who operate to the highest professional standards. Rush Witt & Wilson maintains separate clients' accounts and operates these accounts to professional standards, which protect the interests of landlords and tenants. This basis of trust and confidence is the keystone of our success, and has generated many excellent referrals over the years.

How do I know that the tenants will look after my property?

Depending on which service you require, if managed we regularly inspect the property during the tenancy and provide a written report to you. These inspections are usually carried out as an initial 3 month inspection, then six monthly. From our extensive experiencewe know that if the tenant understands that the property and their occupancy of it is being closely monitored they are more likely to maintain a higher standard of care in that property. The tenancy agreement makes reference to the fact that we have the right to visit the property at times acceptable to the tenant, provided reasonable notice has been given. If you want to visit the property yourself during the tenancy we will arrange this for you, but again the tenant is entitled to prior notice.

What if there is any damage?

On taking occupancy the tenant lodges a dilapidation bond. This bond is held by the Deposit Protection Service, a government run body, throughout the tenancy by Rush Witt & Wilson, as provision after allowing for the length of the tenancy against anything that could reasonably be regarded as fair wear and tear. When tenants are checked out of a property an assessment is made, by comparison against the original inventory, of any redecoration or minor repairs, which cannot reasonably be accepted as fair wear and tear. The Deposit Protection Service will negotiate and agree with the tenant and landlord the amount that will be withheld, obtain estimates by way of confirmation and the net deposit then remaining will usually be released to the tenant.

What about repairs and maintenance?

Repairs are of course necessary to each and every property throughout the length of the tenancy and Landlords must be prepared for this eventuality plus of course repair and/or replacement of major electrical items such as cookers, washing machines, fridges; freezers and boilers as they age. Where there is an emergency repair, such as a burst pipe or a gas leak, there are different legal obligations on all parties and we may well need to instruct the work immediately to prevent any further damage to the property or health and safety risk to the tenants. In such circumstances we may need to act first and then report to you, and common sense has much to do with such decisions. However, it is also made clear to tenants that only in the most extreme of circumstances should they consider instructing their own contractor and that should they do so they may be liable themselves for the full costs.

What about the garden?

Before the Tenant moves into the Property arrangements should be made for the garden to be in good order. Tenants are generally responsible for the upkeep of the garden. Alternatively, you may wish us to arrange for a regular gardener during the tenancy and reflect this cost in the rental charged.

How can I be sure that the rent will be paid?

The tenancy agreement is a legal contract and as such is enforceable by law. We do everything we can to ensure that the right tenant is selected, However there are odd occasions when problems can arise and unexpected difficulties such as redundancy, long term illness or a relationship breakdown can suddenly affect the best of tenants. We will always try to rectify problem situations, such as promptly sending reminder letters for any outstanding rental, visiting the property and discussing as far as possible the problems being experienced. We will of course provide all the help and information needed in supporting a Landlord, and there is also a range of insurance policies specifically designed to protect Landlords against the legal costs and potential loss of rent, which might arise in litigation cases.

What happens to the utilities?

Gas, Electricity and Water

The gas, electricity and water companies etc should be advised whenever the property is empty so that meters can be read and accounts prepared. We will read the meters for you on the initial letting and also each time there is a change of tenant or the property is to be empty for some other reason. During 'void' periods the utility services must be transferred back into your name, by you. The tenant is obviously responsible for the gas, electricity and water/ sewerage bills generated by their usage during the tenancy, and for changing the gas and electric accounts into their name when they move in. Tenants are responsible for the standing charges, but their liabilities in this respect clearly finish on the date they vacate the property. We provide the telephone numbers for them to call to find out who the supplier is for the property for gas and electric.

Telephone

Generally speaking telephone companies will not deal with third parties. You must inform the telephone company that you are leaving the property and advise them what you want to do with your existing number. The tenants are responsible for arranging any line reconnections and meeting any costs associated with this.

Council Tax

Payment is not the Landlord's responsibility whilst the entire property is let. When a property is unoccupied, it remains the landlords responsibility to inform the Council of any changes and make payment for Council Tax during any void periods. If you still reside at the property whilst acting as a Landlord then you will remain responsible for the Council Tax charge. We will inform the Council Tax office of each and every change in occupancy. There is a clear legal obligation on a property occupier to register for Council Tax.

Will I have to pay tax?

You will be liable to pay income tax on your net income from the property, that is the gross income less allowable expenses, which are incurred in letting the property. If you live abroad permanently or are working abroad for an extended period you will still normally be required to pay income tax on the net income from any property letting.

There are some additional obligations on the part of the letting agent with respect to overseas landlords, which you should be aware of. We are required to withhold a proportion of rental income (equivalent to the basic rate of tax) and pay this directly to the Inland Revenue unless we receive specific written exemption from the Inland Revenue not to do so. The granting of exemption to withholding tax is at the discretion of the Inland Revenue and is likely to be withdrawn if you are subsequently delinquent in making the appropriate tax returns. As can be seen just from these brief references, personal taxation is a complex area and one where, as with the letting itself, it is essential to take professional advice from a specialist.

Anti Money Laundering

AML & Land registry checks will be carried out on all landlords as proof of identity. A copy of a passport and utility bill will be required for all legal owners of the property.

MHHHHHH To do:

Call Rush Witt & Wilson for a free rental valuation **Energy Performance Certificate Electrical Inspection Condition Report** Landlords Gas Safety Certificate (if required) Portable Appliance Test (if required) Selective Landlord/HMO licenses (if required) Legionella check (if required) Smoke & Carbon Monoxide alarms Clean property ready for new tenant Get additional sets of keys cut Inventory/condition schedule with meter readings Provide RWW with signed paperwork & ID Relax!



01424 446 916 (Lettings) 01424 430 011 (Property Management)

www.rushwittwilson.co.uk





