



Denny & Salmund

Residential Sales & Letting Agents



Property Management
& Letting Services Information

At Denny and Salmond we strive to offer you the best advice and service available for the letting and full management of your property.

We are a forward thinking company with experienced professional staff, who have a sincere commitment to providing the best customer service and who take a genuine interest in the requirements of our clients.

Why choose us?

There are many reasons why our client Landlords let their residential properties with us, however, whatever the reason, it is vital that the right tenants are placed within the property to ensure a smooth tenancy and complete protection of your asset. At Denny & Salmond we will prepare letting particulars of your property, which we will display in our office both inside and out. The property will also be featured within the Malvern Gazette, available on our website, on Rightmove and Zoopla and matched to an awaiting list of tenants who are registered on our database. We are happy to accompany any viewings on your property as this gives us a further opportunity to meet your potential tenant and establish their suitability and integrity.

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01684 561866 • dennyandsalmond.co.uk

Meticulous Tenant Selection

We will carry out credit checks on all proposed tenants using a reputable reference agency. They will take up the necessary references and check for adverse credit history. We also will obtain a reference from the previous landlord and an employment reference (if applicable). Our aim is to find a suitable tenant, who not only pays your rent on time, but also looks after your property to our high standards. If a guarantor is required, they will also be referenced as above.

We will discuss with you, at the outset, any specific needs or requirements which you may have. We will provide you with a bespoke rental service.

What length of tenancy do you require?

Will you allow pets in your house?

Will you accept recipients of Housing Benefit?

Assured Shorthold Tenancies & Notices

Once a suitable tenant has been found we will prepare an Assured Shorthold Tenancy Agreement. This is a legal contract, which binds the tenant into contract with the owner of the property for a pre-determined length of time. We recommend an initial six-month tenancy but are happy to discuss various lengths of term to suit your needs.

Aside from the Assured Shorthold Tenancy Agreement, we will also serve the necessary legal notices and sections to the tenant at the appropriate times on Managed tenancies.

Compiling a Clear & Accurate Inventory

Alongside the Agreements, the inventory is the most important document in the letting process. Prior to the tenant moving in a full inventory is carried out and meter readings are taken. Our inventories are prepared by a professional independent agency, and not only list the entire contents, fixtures and fittings and their condition, but also a schedule of condition of the decoration with a photographic record. The tenant is required to check this inventory carefully upon moving in and sign a copy, which is retained by us.

Deposits

A tenant's deposit is equivalent of five week's rent and is held by The Deposit Protection Service in line with Government legislation.

Where a deposit is taken on an unmanaged tenancy, the landlord will need to create their own Deposit Protection Service account and supply us with your 7 digit DPS scheme number. This can be done for free at www.depositprotection.com, Denny & Salmond will lodge your tenants' deposit within our DPS scheme initially and then transfer it to your own DPS account to manage for the length of the tenancy.

This deposit is refundable at the end of the tenancy, subject to a satisfactory check carried out by an independent inventory company on managed properties and the property being left in a similar

condition as when it was taken, as well as all due rental payments being settled. If, after the final inspection, we feel that the property has not been left in the same condition, taking into account fair wear and tear, money can be used from the deposit to pay for cleaning and breakages, subject to consent from all parties. Full details of the DPS terms & conditions are available upon request.

Full Management

The charge for this service is referred to in our Scale of Charges

Essential services covered by Full Management include:

All advertising costs

Preparation of Letting Particulars with photographs

Having a 'To Let' sign erected (if required)

Accompanied viewings on the property

Interviewing the prospective tenant to establish suitability

Arrangement of Gas Safety Certificate

Arranging Energy Performance Certificate, Legionella Risk Assessments and Electrical Checks

Taking up references and carrying out a credit check on the potential tenant

Preparing the Assured Shorthold Tenancy Agreement

Arranging a clear and detailed independent inventory of all fixtures, fittings, cleanliness and decorative conditions at the property

Lodging the deposit with the Deposit Protection Service

Negotiating further rent increases

Supervising the daily management of your property and being the point of contact for your tenants

Dealing with reported maintenance problems and repairs

Monthly collection of rent and paying monies directly into your nominated bank account

Carrying out quarterly inspection visits and advising you in writing of the condition of the property

Organising the checkout visit to inspect the condition of the property, furniture and the gardens on tenant's departure

Issuing a legal 'Notice to Quit' for repossession of the property at the end of the term (where necessary)

Advising utilities of new and closing occupancy with meter readings

Should the same tenants remain in the property for a consecutive term i.e. a six month tenancy followed by a further six month tenancy, a charge will be made to cover the incurred costs of preparing a new tenancy agreement. However, if the tenancy continues on a month-by-month basis, no further contracts would be required and therefore no charge is levied.

Collection of Rent & Remittance to You

Rents are generally collected from the tenant by standing order and are always due in advance. The rent, less our charges will then be paid into your nominated bank account. A monthly statement of account will then be sent to you advising of the rental monies received, deductions of our commission and any contractors works, which have been carried out together with any relevant invoices for the same.

Routine Inspections

In addition to checking your tenant into the property with the inventory, we will make an appointment with your tenant to carry out an inspection every three months. A written report will

then be forwarded to you after each visit. Our inspections are comprehensive, considering the internal and external condition of the property and ensuring that the tenant is fulfilling their obligations. These visits also give us the opportunity to maintain a relationship with the tenant and it is often here that small maintenance issues are ironed out, which the tenants may not have felt serious enough to contact the office about. However, tenants do have a right of privacy and we, and you as landlord, can only enter the property under limited circumstances. Similarly we are not able to comment on the tenant's life style or cleaning ability unless the property is being adversely affected.

Dealing with Maintenance Problems

At the outset of the tenancy we will ask you to provide us with details of your preferred tradesmen and we will endeavour to use these tradesmen should the need arise. In the event of an emergency, or if you do not have any preferred tradesmen we will be able to arrange for one of our panel of trusted contractors to attend to any maintenance issues.

Legal Regulations

There are strict regulations relating to the fire resistance of soft furnishings that are included in the letting. There are some exemptions but a breach of these regulations can result in criminal proceedings. If you propose including soft furnishings we will advise you on the appropriate regulations. The regulations make it clear that there must be no non-compliant furniture on any part of the property, including garage and attic.

Under current safety regulations it is the landlord's responsibility to ensure that the gas and electrical systems and appliances at the property are maintained in a safe condition and serviced by a qualified contractor. A gas safety check must be carried out and a safety record issued to the tenant before they occupy the property. Denny & Salmond will be able to arrange for contractors to attend to these points on your behalf.

Also under guidance from the Health and Safety Executive, it is strongly advised to carry out a risk assessment of all property for legionella.

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

If any appliances are included in the letting it will be the landlord's responsibility to ensure they are safe when the property is let. The law may also require the landlord to repair or replace these should they become defective. We advise excluding very old or defective appliances such as washing machines from the letting. Plugs and socket regulations apply and we must ensure that all plugs, leads and sockets are checked for safety and correctly fused before a tenant takes possession.

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

An energy performance certificate is legally required for the marketing and let of a residential property. We can arrange a certificate on your behalf using one of our approved contractors. To comply with the Minimum Energy Efficiency Standard (MEES) the EPC rating has to have an 'E'

rating or above. If the property has a rating of either 'F' or 'G' then unless there is a valid registered exemption, or an EPC is not legally required, the property cannot be let.

The Smoke and Carbon Monoxide Alarm (England) Regulations 2015, require that *'a smoke alarm is equipped on each storey of the premises on which there is a room used wholly or partly as living accommodation'* unless the property has a full fire alarm system. These must be checked and working on the first day of the tenancy, the liability for on-going regular testing is with the tenant.

The same regulations require that *'a carbon monoxide alarm is equipped in any room of the premises which is used wholly or partly as living accommodation and contains a solid fuel burning combustion appliance;'*. As with smoke alarms they must be checked and working on the first day of the tenancy and the liability for on-going regular testing is with the tenant.

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

A tenant or another party may ask the local authority to carry out an inspection of the property under the Housing Health and Safety Rating System. The local authority has significant powers to require property owners to make the property safe. The system is based on whoever may be considered the most vulnerable person to occupy the property. We will explain how these regulations may affect you. We will also assist you with outcomes of such an inspection. However, this is not included in our standard fee structure and we will charge fees based upon an hourly rate applicable at the time if you require our assistance.

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

Landlord Obligations

It is always the landlord's liability to keep the property and the services such as central heating in repair. Under our Full Management service we will agree with you provision for emergency repairs, such as a burst pipe. When major expenditure is required in a non-emergency situation we will always obtain quotations for you before proceeding.

What to Leave

Both furnished and unfurnished properties are equally lettable, however the following guidelines might help.

A property, which is offered unfurnished, should contain all carpets, cooker, curtain fittings and light fittings. Any appliances left at the property are the responsibility of the owner to maintain should they (inadvertently) malfunction through no fault of the tenant.

A property offered on a furnished basis can include all furniture (so long as it complies with the aforementioned government legislation) although you are advised not to leave televisions, or any expensive equipment.

Who Should You Speak To Before Letting?

Your mortgage provider

Your mortgagee will be reassured that you are letting your property through a reputable agent. Most will want a copy of your tenancy agreement in order to comply with their requirements, and we will be happy to scan or post a copy for their records upon request.

Your freeholder

If you have a Leasehold property, written consent from the freeholder is generally required before letting the property. Ground rent and service charges remain your responsibility even when the property is let. We will require a copy of the head lease to append to the tenancy agreement, so that the tenant and any other occupiers are able to ensure that they do not breach conditions of the head lease.

Your insurance company

You may need to upgrade or amend your existing insurance to allow for Tenants. Please note that it remains the Landlord's responsibility to insure the structure of the property and its remaining contents.

We would advise all prospective Tenants to insure their belongings with additional accidental damage cover. We are able to obtain very competitive Landlord and Tenant insurance quotations upon request.

Telephone provider

You should advise the relevant phone company that you are vacating as BT do not take advice from a third party. The new Tenant then has the option of taking over the line when they move in, if they so wish.

Gas, electricity and water

For our fully managed landlords, when the inventory is drawn up, we take meter readings and write to the relevant provider advising them of the new tenant's name and commencement date (along with the local council). We will also advise them of your address in order that final accountant can be forwarded to you. This is carried out at the onset and conclusion of each tenancy. Tenants are, of course, entitled to change suppliers for gas and electric.

Your accountant

Rental income is subject to income tax. However there are certain tax-deductible considerations, which may be taken into account. We recommend that you speak to your accountant or the Inland Revenue in order to clarify your tax position. We are able to provide you with an annual statement if required.

Restrictions Affecting your Property

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

Let Only Service

Although it is advisable to have full management as described above, occasionally it may be appropriate for us to act on a Let Only basis. Within this service we will find and fully reference a potential tenant and prepare a tenancy agreement, after which maintenance of the property,

collection of rent and management of the tenancy are the responsibility of the landlord. The charge for this service is referred to in our Scale of Charges

Rent & Collect

We can offer a rent collect service where after placing the tenant, we collect the months' rent and chase outstanding arrears (if any).

The charge for this service is referred to in our Scale of Charges

Selling Your Property

Denny and Salmond would be pleased to offer you a free market appraisal for sale purposes should you require. In the event that your tenant proceeds to purchase your property we would be entitled to our sole agency commission upon completion, referred to in our Scale of Charges

Legal Matters

Denny & Salmond will advise of any rent arrears or other breaches of covenant brought to our attention. If any legal action is required, the Landlord is responsible for instructing a solicitor and for payment of any fees that might arise.

Non Routine Management Works

The charge for this service is referred to in our Scale of Charges

Landlord's Protection Insurance & Rent Guarantee

No matter how well prospective tenants are vetted, there is always the risk that a tenant will prove to be unsatisfactory, sometimes due to unforeseen changes in their own circumstances. Whilst court proceedings can be taken to enforce the terms of the tenancy agreement this is often expensive and it is unlikely that you will be able to recover the full costs involved from the tenant. We strongly recommend that you consider taking out legal protection insurance to guard against the risks involved. Similarly insurance is available so that your income from rent is not lost in the event the tenant stops paying. Please ask if you are interested in this.

Problems with the Tenant

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

Pets

Our standard agreement provides that a tenant may not allow pets in the property. However, a tenant is entitled to ask the landlord for consent. We advise that each case is considered on an individual basis

Garden & Outside Areas

Tenants are required to keep these areas neat and tidy. Standard of gardening ability and knowledge can vary considerably. If the garden is particularly important or has special features, we usually suggest that the landlord provide a gardener, the cost being included in the rent. The extent of this can be negotiable and we will make the necessary arrangements and monitor the work as part of our management service.

Data Protection

The General Data Protection Regulations (GDPR) came into force on 25 May 2018. Amongst wide ranging regulations concerning the processing of personally identifiable information is a requirement for Data Controllers to pay a data protection fee to the Information Commissioners Office and details of the fee will be placed on the register. Our understanding is that landlords are Data Controllers and therefore must pay the fee and be compliant with the GDPR.

A bespoke service for all landlords

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BRITISH
PROPERTY
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2018-2019

GOLD WINNER

LETTING AGENT IN
WEST MIDLANDS -
HEREFORDSHIRE, SHROPSHIRE,
WORCESTERSHIRE & WEST MIDLANDS

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