



Landlord Information Pack

HF Lettings are a small privately owned company offering a personal and approachable service to property investors, landlords and tenants.

In association with Hunter French estate Agency, we already have an established reputation that the east of the city and outlying villages have become accustomed to. As a professional and dedicated team we can provide residential property letting, management services and financial advice.

We hope the following information answers any questions or queries relating to letting your property, however if you have any unanswered questions please do not hesitate to contact us.



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| PRIOR TO MARKETING | <p>We will arrange a day and time to visit the property you wish to let. We will give you a realistic assessment of the rent you should expect from the property. This valuation service is free.</p> <p>We will discuss with you the aspects of today's market, the pros and cons of letting a furnished or unfurnished property, the financial implications and considerations, as well as any other points you wish to raise.</p> <p>When you have decided which level of service is best for your requirements, we will ask you to complete the information on the last two pages. Please return only the completed pages of this pack to us and retain all other information for your records. All legal owners of the property must sign this document</p> |
| FINDING A TENANT | <p>We have many applicants registered with us, looking to rent in this area. As your agent we will give details of your property to our existing applicants, advertise your property in the local newspaper, internet advertising on www.rightmove.com and www.hunterfrench.co.uk with plenty of colour photographs.</p> <p>We will market the property, and by accompanying all the viewings, select and introduce a tenant subject to satisfactory references and credit check.</p> <p>Once we have found a tenant (subject to references) we will ask for a holding deposit. Once this payment is received we will consider the property reserved</p> |
| VETTING THE TENANT | <p>After reserving the property we will then commence referencing the tenant. In order to do this we will obtain a reference from their employer, previous landlords and carry out a credit check on their financial background. Any person applying to rent a property through us must provide two forms of Identification including passport or photo driving licence and, a recent utility bill or bank statement.</p> <p>On receipt of satisfactory replies to all these, we will have the agreement prepared and have it signed. The landlord (or ourselves as agent on the landlords behalf) also have to sign the agreement.</p> |



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| THE TENANCY AGREEMENT | <p>The most common form of tenancy agreement used is an ' Assured Shorthold' under the 1988 Housing Act (amended 1996). This type of tenancy offers flexibility to both landlord and tenant. The agreement runs from 12 noon on the agreed dates, unless agreed otherwise. Under the full management option we deal with the tenancy from start to finish including ensuring preparation of the property prior to commencement of tenancy through to checking the tenants out of the property at the end. If the property is unmanaged the landlord will be responsible for ensuring the property is ready for the tenancy and for checking the tenant out at the end of the tenancy, however, we are always available to advise our landlords wherever possible. The tenancy agreement makes provision for a landlord, or his agent, or someone authorised to act on his behalf a right to view the property to assess its condition and to carry out necessary repairs or maintenance at reasonable times of the day subject to providing 24 hours notice of entry (except in emergency). The tenancy agreement states that HF Lettings may arrange viewings on the property once notice has been given by either landlord or tenancy subject to providing at least 24 hours notice. This gives us the opportunity to re-let the property with the minimum possible empty period in between tenancy, subject to landlord's instruction</p> |
| GAS SAFETY REGULATIONS | <p>The Landlord is required by the Gas Safety (Installation and Use) Regulations 1994 to ensure that all gas appliances are maintained in good order and that an annual safety check is carried out by a tradesman who is registered with CORGI (Council for Registered Gas Installers). Under the full management option, the above will be arranged on an annual basis, copies will be given to the tenants and held by us in accordance with the regulations. For unmanaged properties the landlord will be responsible for arranging the above and issuing a copy to the tenant within 28 days of each annual check.</p> |
| ELECTRICAL EQUIPMENT SAFETY | <p>Unlike the gas safety regulations there is currently no specific legislation, which applies to enforce electrical checks, though in practice landlords are under an obligation to make sure systems are safe. As a responsible letting agent we do advise the landlord to at least ensure a portable appliance test (PAT) is completed prior to commencing a tenancy agreement. Under the full management option, the above will be arranged on an annual basis. We would also strongly advise that a full inspection of the electrical systems are carried out at least every 5 years.</p> |
| PROPERTY MANAGEMENT | <p>We are able to offer a full restoration and renovation program in association with a number of local contractors who in turn offer excellent rates, reliability, and a high standard of workmanship. These works can include electrics, kitchens, bathrooms, carpets, decorating, plumbing, gardening etc. Please note that all building works carried out on a residential property must now comply with the 2004 amendment to the Building Regulations Part P. Full written quotations will be obtained and agreed prior to any works commencing. The cost for arranging any of the above services will be 10% plus VAT of the total invoiced amount.</p> |

TERMS & CONDITIONS

This agreement is made between the landlord of the property (as named at the end of this agreement) and HF Lettings who agree to act for the landlord and are hereinafter referred to as “we” or “HF Lettings”. The purpose of this document is to set out clearly and concisely the extent of the letting and management service offered and the scale of fees charged.

FULLY MANAGED SERVICE

HF Lettings provides a property management service to owners wishing to let out their property. The standard fee for the management is taken as a percentage of the gross rents due for the period of the tenancy. Set up fees will normally be levied at the outset for taking references, explanation and arranging of the tenancy.

The Fully Managed Service is as follows:-

1. Advise on expected rental income.
2. Advertise and market the property.
3. Accompany all viewings
4. Interview prospective tenants and take up full references including employer, previous landlord character reference and credit check.
5. Prepare the tenancy agreement necessary for the landlord to gain protection of the relevant Rent and Housing Acts, and renewing the agreement where necessary at the end of the term. A landlord's contribution of £75 is payable each time it is renewed. (The fee for initial preparation, explanation, and signing is £150)
6. Provide information to the landlord on necessary buildings and contents insurance cover
7. Liaise with landlord's mortgage lender where necessary concerning references and tenancy agreement.
8. Take a deposit from the tenant to be held by HF Lettings as stakeholders until the end of the tenancy when the property and contents have been checked for fair wear and tear.
9. Checking the tenant into the property and agreeing the inventory.
10. Supervising the transfer of gas, electricity and council tax accounts into the tenant's name
11. Collect the rent monthly and pay over to our landlord monthly (normally sent within 5 days of collection) less any fees or expenses due or incurred for the period. Payments will be made by direct transfer together with a detailed rent statement.
12. Carry out routine visits of the property usually every 6 weeks, and carrying out additional visits in the event of defects being reported to us. It should be noted that any such visits and assessments of defects brought to our attention, are of a cursory nature and embrace only apparent or obvious defects and will not amount in any way to a structural or complete survey. Responsibility for the management of empty property is not normally included, and will only be carried out by special arrangement.
13. The management service includes the investigation of any defects, which are brought to our attention, including minor repairs, up to a maximum value of £200 for any one item. For major repairs we will arrange estimates, submit these and supervise the work at a fee of 10% of the total cost, if required by the landlord.
14. Checking tenants out as required, re letting and continuing the process with the minimum of vacant periods to ensure that you receive the optimum return from your property
15. If there is a change of tenancy during our management, we will arrange cleaning and minor repairs to the property if necessary

We maintain a flexible attitude, and are generally able to adapt our service to meet our client's individual circumstances and needs, for example by providing a part only service, or alternatively by taking on additional tasks and duties.

Although our aim is to take every care in managing the property, HF Lettings, cannot accept responsibility for non-payment of rent, damage or other default by tenants, or any associated legal costs incurred in their collection. An insurance policy is recommended for this eventuality



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| INTRODUCTORY AND REFERENCING SERVICE/RENT COLLECTION SERVICE | Where the landlord does not wish us to undertake full management, we can provide an introductory and referencing service. This service includes only parts 1 to 6 of the fully managed service as listed previously. The fee for this service is 60% of the gross rental for the first month of the tenancy subject to a minimum fee of £250 plus VAT (if applicable). The fees are payable at the commencement of the tenancy and will be deducted from monies received on behalf of the landlord. The dilapidation deposit will be held by HF Lettings in an Insurance based Scheme for the duration of the tenancy. If the tenant leaves prior to the end of the term of the tenancy, the landlord shall not be entitled to reimbursement of any fees paid. |
| GENERAL AUTHORITY | The landlord confirms that he/she is the sole or joint owner of the property and that he/she has the right to rent out the property under the terms of the mortgage or head lease. Where necessary the landlord confirms that permission to let has been granted by the lender. In order to verify the above, on submission of completed forms we will require to see two forms of identification including passport or photographic driving licence and, bank statement or utility bill. The landlord authorises us to carry out the various duties of property management as detailed 1-13 previously. The landlord also agrees that we may take and hold deposits on behalf of the landlord. It is declared that we may earn and retain commissions on insurance policies issued |
| INDEMNITY | The landlord agrees to indemnify us against any costs, expenses or liabilities incurred or imposed on us provided that they were incurred on behalf of the landlord in pursuit of our normal duties. To assist Hunter French Lettings in carrying out duties regarding the tenancy effectively, the landlord agrees to respond promptly with instructions where necessary to any correspondence or requests |
| MAINTENANCE | The landlord warrants that the property is made available in good and lettable condition and that the property, beds, sofas and all other soft furnishings conform to current 'Furniture and Furnishings (Fire Safety) Regulations 1988' The landlord agrees to make us aware of any ongoing maintenance problems. Subject to a retained maximum of £200 on any single item or repair, and any other requirements or limits specified by the landlord. We will administer any miscellaneous maintenance work that needs to be carried out on the property (although the administration of major works or refurbishment will incur an additional charge – 10% of cost of the work). It is agreed that in an emergency or for reasons of contractual necessity where reasonable endeavours have been made to contact the landlord, we may exceed the limits specified. HF Lettings endeavours to select competent tradesmen at a reasonable price but is unable to personally guarantee the standard of workmanship, although the landlord retains the right to pursue any claim. |
| OVERSEAS RESIDENTS | If you are a landlord living overseas you will be required to inform the Inland Revenue and register as a non-resident landlord. This will indemnify your tenant and us as agents from your tax affairs. If you do not do the above, we are obliged by the Taxes Management Act (TMA) 1970 to deduct tax (at the basic rate) to cover any tax liability. In this situation, we also request that the landlord appoints an accountant or reserves to us the right to employ a suitably qualified accountant in order to manage correspondence with the Inland Revenue. Administration expenses may be charged for further work requested by the landlord, the landlord's accountant or the Inland Revenue in connection with such tax liabilities. In many cases, landlord's tax liability is minimal when all allowable costs are deducted. |



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| <p>COUNCIL TAX</p> | <p>Payment of council tax will normally be the responsibility if the tenants in the property. However, landlords should be aware that where a property is vacant, the responsibility for paying the council tax lies with the landlord.</p> |
| <p>SERVICES</p> | <p>The landlord who is personally vacating the property must notify the utility companies of their move and their forwarding address. In many cases, the service companies (e.g British gas) require that the new occupiers formally request and authorise the service therefore it is usually not possible for us to do this on the tenants or landlord's behalf. Tenants must also provide proof of payment of accounts at the end of any tenancy providing a closing meter reading and forwarding address. Landlords should take care to inform all parties (e.g. banks, clubs, societies etc) of their new address; it is not always possible to rely on tenants to forward mail and we would advise you arrange for mail to be redirected</p> |
| <p>SCHEDULE OF CONDITION/INVENTORY</p> | <p>We would advise this an absolutely essential document that provides a written benchmark, which should be amended, updated and recreated before the beginning of each new tenancy. An inventory details the fixtures and fittings and describes their condition, and that of the property generally. Landlord and tenant share the costs involved in preparing and checking the inventory; such costs should be seen as a necessary investment that helps protect the interests of both landlord and tenant. We will prepare an inventory for the property and a charge will be made for this as detailed in the scale of fees. The standard inventory will include all removable items in the property (except those of negligible value) plus carpets, paintwork, wall coverings, curtains, mirrors, sanitary ware, and other articles that in the opinion of HF Lettings, need regular checking. Landlords should not leave any articles of exceptional value (either monetary or sentimental) in the property without prior arrangement with us.</p> |
| <p>TENANCY AGREEMENT</p> | <p>We will prepare the tenancy agreement in HF standard format and provide a copy of the agreement to a designated advisor or lender where requested. Should the landlord, his advisors or mortgagors require amendments of the contract or require us to enter into further work or correspondence, a fee for this extra work may be requested. It is agreed that HF Lettings may sign the tenancy agreement on behalf of the landlord. The landlord's contribution for the preparation of the tenancy agreement is £75. A draft copy is available on request.</p> |
| <p>PROPERTY VISITS</p> | <p>Under the fully managed service, HF Lettings will carry out visits on a regular basis. It is not the intention to check every item of the inventory at this stage; the visit is concerned with verifying the good order of the tenancy (i.e. house being used in a "tenant like" manner) and the general condition of the property. This would normally include inspecting the main items (carpets, walls, cooker, main living areas and gardens). Where these were felt to be unsatisfactory, written notification will made to the tenant advising of noted required improvements followed shortly by a further visit.</p> <p>At the end of a tenancy or when a tenant leaves they will be "checked out" by HF lettings. We will check the standard of the property against the original inventory with the tenant; obtain a forwarding address and readings of the gas and electrical meters. Any deficiencies or dilapidations would normally be submitted to the landlord together with any recommended deductions or replacement values. We will only after agreement with the landlord release the deposit back to them by cheque to their forwarding address. Subject to agreement, any claim of £3000 or less may be referred to arbitration with the Royal Institute of Chartered Surveyors, any costs being shared by Landlord and tenant, or as directed by arbitrators.</p> |



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| HOLDING FEES AND DEPOSITS | <p>A holding fee is taken from the tenant applying to rent a property. The purpose of this fee is to verify the tenant's serious intent to proceed, and to protect us against any administrative expenses (taking out references, credit checks, conducting viewings and re-advertising) that may be incurred should the tenant decide to withdraw their application. The holding fee does not protect the landlord against loss of rent due to the tenant deciding to withdraw or references proving unsuitable. Early acceptance of rent from the applicant would not be advisable until satisfactory references have been received.</p> <p>Upon signing the tenancy agreement, we will take a dilapidations deposit from the tenant(s) in addition to any rents due. The purpose of this is to protect the Landlord against loss of rent or damage to the property during the tenancy itself. These deposits are held by in an Insurance Based Scheme and will be kept in a separate and secure client account ready for refunding (less any charges due) at the end of the tenancy</p> |
| TERMINATION | <p>Either party by way of two month's written notice may terminate this agreement. The minimum fee applies (£250) if on termination the total fees due are less than the minimum fee. A placement fee equivalent to one month's rent will be payable where the landlord intends to continue letting to tenants introduced by us after termination of this agreement. Where cancellation of this agreement is unavoidable due to circumstances beyond the control of either party, the minimum fee will not apply and any pre-payments will be returned to the person entitled to them, less any expenses reasonable incurred to the date of cancellation. The landlord shall provide us with any requirements for return and repossession of the property at the earliest opportunity.</p> <p>Landlords should be aware that any tenancy agreement entered into on the landlord's behalf is a binding legal agreement for the term agreed. Details of any tenancy agreement being entered into will be communicated to the landlord as soon as possible. Landlords should be aware that the legal minimum notice period to tenants under an assured shorthold tenancy is two months and must coincide with a rent date, provided that the initial fixed term has expired</p> |
| SAFETY REGULATIONS | <p>WARNING: You should read and understand these obligations:</p> <p>The letting of property is now closely regulated with respect to consumer safety. The law makes particular demands regarding the safety, servicing and inspection of the gas and electric appliances and installations within the property. For part/fully furnished property, with respect to the safety of furniture and soft furnishing provided. The following regulations apply: -</p> <ul style="list-style-type: none">• Furniture and Furnishings (Fire) (Safety) Regulations 1988 – General Products Safety Regulations 1994• Gas Safety (installation and Use) Regulations 1994 – Gas cooking appliances (Safety) Regulations 1989• Electrical Equipment (Safety) Regulations 1994 – Plugs and Sockets (Safety) Regulations 1994 <p>The landlord confirms that the landlord shall ensure that the property is made available for letting in a safe condition and in compliance with the above regulations. HF Lettings shall ensure that all relevant equipment is checked at the beginning of the tenancy or during the tenancy as required. The landlord agrees to indemnify us against any reasonable expenses or penalties that may be suffered as a result of non-compliance of the property to fire and appliance safety standards.</p> |



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| INSTRUCTIONS | It is agreed that any instructions to HF Lettings from the landlord regarding termination, proceedings, major repairs, payment, service contracts, insurance or other significant details regarding the letting be confirmed to us in writing. | | | | | | | | | | | | | | | | | | | | | |
| SALE OF PROPERTY | In the event of a party introduced by HF Lettings (or any person or body corporate associated with that party) subsequently purchasing the property, whether before or after entering into a tenancy agreement, commission shall be payable by the landlord to HF Lettings on completion of the sale at the rate of 1% of the sale price. | | | | | | | | | | | | | | | | | | | | | |
| INSURANCE | The landlord shall be responsible for the property being adequately insured and that the insurance policy covers the situation where the property is let. Please let us know if there are any exclusions in your insurance policy | | | | | | | | | | | | | | | | | | | | | |
| LEGAL PROCEEDINGS | Any delays of payment or other defaults will be acted on by HF Lettings in the first instance. Where HF Lettings have been unsuccessful in these actions, or there are significant rent arrears or breaches of the tenancy agreement, the landlord will be advised accordingly. A solicitor would then be appointed and instructed by the landlord (except where we are unable to contact the landlord, in which case we are authorised to instruct a solicitor on the landlords behalf). The landlord is responsible for payment of all legal fees and any related costs. | | | | | | | | | | | | | | | | | | | | | |
| SCALE OF FEES | <table border="0" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Full Management fee</td> <td style="width: 30%; text-align: right;">12.5%</td> <td style="width: 20%;"></td> </tr> <tr> <td>Introductory & referencing only service (month period)</td> <td style="text-align: right;">60% of 1st months rent (min fee £250 & max of</td> <td style="text-align: right;">100% in any 12</td> </tr> <tr> <td>Initial arrangement fee (preparation, explanation and signing of tenancy agreement)</td> <td style="text-align: right;">£150</td> <td></td> </tr> <tr> <td>Admin charge on renewal of existing arrangement</td> <td style="text-align: right;">£75</td> <td></td> </tr> <tr> <td>Copy Statements</td> <td style="text-align: right;">£5</td> <td></td> </tr> <tr> <td>Inventory/schedule of condition report</td> <td style="text-align: right;">from £150</td> <td></td> </tr> <tr> <td>Issuing of official notices</td> <td style="text-align: right;">£50</td> <td></td> </tr> </table> <p>We DO NOT charge any VAT.</p> <p>There are no other standard fees or charges. No up front charges - nothing to pay until a tenant moves in and starts paying rent.</p> | Full Management fee | 12.5% | | Introductory & referencing only service (month period) | 60% of 1 st months rent (min fee £250 & max of | 100% in any 12 | Initial arrangement fee (preparation, explanation and signing of tenancy agreement) | £150 | | Admin charge on renewal of existing arrangement | £75 | | Copy Statements | £5 | | Inventory/schedule of condition report | from £150 | | Issuing of official notices | £50 | |
| Full Management fee | 12.5% | | | | | | | | | | | | | | | | | | | | | |
| Introductory & referencing only service (month period) | 60% of 1 st months rent (min fee £250 & max of | 100% in any 12 | | | | | | | | | | | | | | | | | | | | |
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| Copy Statements | £5 | | | | | | | | | | | | | | | | | | | | | |
| Inventory/schedule of condition report | from £150 | | | | | | | | | | | | | | | | | | | | | |
| Issuing of official notices | £50 | | | | | | | | | | | | | | | | | | | | | |

ACCEPTANCE & VARIATION

The terms & conditions of this Agreement may be varied by HF Lettings at any time or times, but only with prior written notification.

I/we confirm that we have read the attached Agreement and wish HF Lettings to undertake the letting, rent collection and management*. I/we also confirm that we are the sole/joint owners of the property known as: (* delete as appropriate)

Date

| | | |
|---------------------------------|----------------------------|--|
| Full Address of Property | Name or Number of property | |
| | Street Name | |
| | Village/Town | |
| | County | |
| | Post Code | |

| Service Required (tick relevant box) | | |
|--------------------------------------|---|--|
| 1. | Fully Managed – 12.5 % | |
| 2. | Introductory & Referencing Service - 60% of 1 st months rent (minimum of £250) | |

If Jointly owned both owners must sign.

| Owner 1 | Owner 2 |
|--------------------------|--------------------------|
| Name | Name |
| Address & Post Code | Address & Post Code |
| Daytime Telephone Number | Daytime Telephone Number |
| Mobile number | Mobile number |
| Email address | Email address |
| Signature | Signature |
| Date | Date |

| Landlord's Bank details | |
|-------------------------------|--|
| Name of Bank | |
| Address & Postcode | |
| Branch Title | |
| Title and name of the account | |
| Account Number | |
| Sort Code | |

PROPERTY INFORMATION

| | | | | | | |
|--|----------------|-----|-------------|------------------------------------|------------------|--|
| Name/s of the present tenant | | | | | | |
| Rent per calendar month paid by the present tenants | £ | pcm | | | | |
| Property to be marketed at a rent per calendar month of | £ | pcm | | | | |
| Date the property will be available to let from | From | to | | | | |
| Property telephone number | | | | | | |
| Council Tax band | | | | Council Tax Customer Number | | |
| Bin Day | | | | Recycling day | | |
| Location of meters | | | | | | |
| Management Company details | Name & address | | | | Telephone Number | |
| Services Providers e.g. SWEB | Gas | | Electricity | | Water | |

Property Description

| | | | | | | |
|----------------------------------|--|--|---------------------|--|-------------|--|
| House | | | Bungalow | | | |
| Flat | | | Maisonette | | | |
| Furnished | | | Part Furnished | | Unfurnished | |
| Number of reception rooms | | | Number of bedrooms | | | |
| Number of bathrooms | | | Number of en suites | | | |
| Are pets allowed? | | | | | | |
| | | | | | | |