

**GUIDE TO LANDLORDS**

**DIRECTORY**

<b>The Lettings Services</b>	<b>Page 2</b>
<b>Property Management</b>	<b>Page 4</b>
<b>General</b>	<b>Page 8</b>
<b>Additional Costs</b>	<b>Page 10</b>
<b>Landlord's Responsibilities</b>	<b>Page 11</b>

## **THE LETTINGS SERVICES**

We have two types of Lettings Services, "**Tenant Finding Only**" and "**Property Management**."

### **TENANT FIND ONLY**

- Let Me Manchester will deal with all aspects of securing a tenant for your property, once the tenancy commences this management will hand over to the Landlord and Let Me will have no further involvement in the day to day aspects of the tenancy
- Our fees are due and payable upon the commencement of the Tenancy.
- The obligation to arrange the inventory check out (should one be required) will also be the responsibility of the Landlord.
- Let Me can arrange this for the Landlord subject to the appropriate fee being paid.

#### **1. Market Appraisal**

- A visit to the property and a discussion, which includes a market appraisal, advice and information on letting and related services.

#### **2. Marketing & Advertising**

- Taking photographs of the property and advertising the availability of the property on our website, Zoopla, Spareroom and social media as we deem appropriate for the property.

#### **3. Tenants**

- Finding a Tenant.
- All Tenants are referenced using an independent recognised Tenant reference service
- If insufficient information has been obtained to satisfy a landlord of a Tenant's ability to meet the criteria it may be necessary to nominate a Guarantor. The Guarantor will act as security for the rent of the named tenant(s) within the tenancy agreement for the term of the tenancy. The Guarantor will be referenced in the same way as the proposed Tenant.

#### **4. Negotiation**

- Negotiating an acceptable rent for the length of the Tenancy period,
- Negotiating special terms or pre-Tenancy conditions in the Tenancy Agreement.

#### **5. Communications & Instructions**

- All communications will be to and from Let Me Manchester.
- Whilst we are acting as your Agent we will communicate with you primarily by e-mail. We will regard any correspondence or instruction to or from you which is in writing, or by e-mail as being binding correspondence.

## **6. Sole Agency**

- The Landlord agrees to Let Me Manchester acting as Sole Agents for an agreed period from the date of our instruction, and thereafter until terminated by either party giving 2 weeks' written notice.
- While we are the sole agent of the property the landlord will be liable to pay remuneration to us, in addition to any other costs or charges, as agreed, if at any time unconditional contracts for the letting of the property are executed with a tenant introduced by us during the period of sole agency, with whom we have negotiated during this period.

## **7. Deposit Holding**

- On a Tenant- Find Only basis the Landlord is responsible for ensuring that the Tenant is notified of the deposit protection within 30 days of the start of the tenancy.
- The Landlord is responsible for ensuring that the deposit is protected for the duration of the tenancy.
- Let Me Manchester will require the details of your scheme and we will pay the money over to your scheme on commencement of the Tenancy.

## **8. Appliances**

- All appliances, including central heating, burglar and smoke/heat alarms, should be checked and serviced before the Tenant occupies the property. If maintenance contracts have been taken out, a copy should be provided to the Tenant.
- All appliances should be PAT tested annually.
- Operating Manuals and Guarantee Cards must also be made available in the property.

## **9. Inventory**

- A basic Inventory/Schedule of Condition is prepared prior to the Tenant move in. If an advanced inventory is required, an additional charge will be made. Contact us for examples and prices.
- On the Move in day, the document is checked by the Tenant and agent and any problems brought to the attention of the agent before the document is signed. We allow for fair wear and tear.
- It is a requirement of the Deposit Protection Scheme that an Independent Inventory/ Schedule of Condition be available to enable them to make a proper adjudication. Without such an Inventory, the Landlord will be unable to prove to the satisfaction of the DPS change to Deposit Scheme that any damage to the Property is the responsibility of the Tenant.

## **10 Safety Checks**

- The Landlord would be responsible for their own safety checks.
- A tenancy cannot commence without a valid gas safety certificate

## **PROPERTYMANAGEMENT SERVICES**

- The Property Management Service and the fees payable continue for a tenant(s) we have introduced throughout the entire tenancy.
- The Property Management Service includes all the services and conditions as detailed in Tenant Find Only plus: -

### **1. Legal Formalities**

- Drafting the Tenancy Agreement. We accept no liability for the validity and effectiveness of the agreement. The landlord can have the contract reviewed at their own cost by a legal professional.

### **2. Keys**

- The Landlord agrees to provide us with two sets of keys to all external locks in the property. If we are required to arrange for keys to be cut, the charge will be deducted from the first month's rent payment.

### **3. Utilities, Council Tax and Water Supply**

- When the property is let, gas and electricity will be already being provided, the Tenant will need to contact the suppliers and transfer into the Tenants name. This will not prevent the Tenant from changing to a different provider if desired if previously agreed by the Landlord. In the case of HMOs, WIFI must be provided prior to the tenants moving in.

### **4. Receiving Initial Monies and Clearance Periods:**

- The signing of the Tenancy Agreement and move in will not go ahead until the Deposit and rent has been received, and any bank transfers cleared.

### **5.DPS – (Deposit Protection Scheme)**

- Once received, the Deposit will be registered with the DPS within 14 days. Confirmation will be sent to the Tenant and a copy is kept by Let MeManchester.

### **6. Accounting**

- We will pay the Landlord when funds have cleared on our standard payment schedule minus any fees and costs.
- Statements of rent received, and associated transactions will be sent to you via email. Alternative agreements may incur additional fees.
- In the case of joint Landlords, we will communicate with one party at one contact point and it will be the responsibility of the nominated Landlord to keep other Landlords informed.
- The Anti Money Laundering Legislation and HMRC rules state that we must only remit to the parties who are named as Landlords on the Tenancy Agreement.
- If basic terms of a Tenancy have been agreed with the Landlord and we are instructed to proceed with the formalities and the Landlord then withdraws from the transaction, there will be a charge to the Landlord of £150.

- The Landlord will also be due to reimburse the Tenant(s) for any administration charges they have incurred.

## **7. Management Services Provided**

- Arranging Gas safety and Electrical Installation Safety Certificate as necessary, we will provide documentation for yearly Gas Safety Checks and Electrical Installation Safety Certificates for each property where required by law or requested by the landlord.
- Electrical Contractors will be NICEIC qualified and authorised to provide a certificate under Building Regulations (Electrical Safety in Dwellings) They will provide an Electrical Installation Safety Certificate.
- Gas Contractors will be Gas Safe registered and authorised to issue Gas Certificates under the Gas Safety (Installation and Use Regulations) 1998 and as amended or replaced.
- If the Landlord would like to be responsible for their own safety checks then they must keep us supplied with a copy of current certificates. Should we not be in possession of a certificate, we will arrange a replacement via our Approved Contractors, this will be charged to the Landlord. If the landlord has a preferred contractor, it is for the Landlord to make these arrangements.
- Arranging property cleaning and garden maintenance necessary to put the property in order before or after a Tenancy. These costs will be charged to the landlord.
- Periodic inspections of the property if requested and a report on its general condition. The inspection will be limited to the property as stated in the Tenancy Agreement. In the case of flats, it will not include the communal areas, structure of the building nor the external condition of the windows and frames or any part of the building that is normally the responsibility of block managers. Obvious defects or disrepair will be noted, but these inspections are not building surveys and they are not intended to identify or investigate latent or structural defects. HMOs are inspected monthly.

## **8. Contractors**

- All contractors, whether arranged by us or by the Landlord are engaged on behalf of the Landlord. The resulting contract is between the Landlord and the Contractor. Let Me Manchester is not a party to that contract. Let Me Manchester is in no way responsible for contractors meeting their obligations.

## **9. Out of Hours Repairs/Contractors**

- Please note that in the case of emergency repairs we reserve the right to use our own contractors rather than any Landlord preferred contractor.
- Let Me Manchester's emergency contractors will take the minimum action required to make the property and tenant safe and minimize damage.
- If an emergency repair is required, we will notify the Landlord and the invoice will be deducted from the Landlord's incoming rent, unless we do not hold sufficient funds.
- Should the Landlord hold a maintenance contract for the property or any of the fixtures and this covers emergency repairs, the landlord is responsible for ensuring that the Tenant and Let Me Manchester are provided with full details of the policy. Let Me Manchester will not be liable for an emergency call out invoice where the Landlord cannot demonstrate that the Landlord has provided the Tenant with full information of a maintenance contract or any alternative arrangements. Should the Tenant not follow instructions provided and call out Let Me Manchester's emergency contractor contrary to these, Let Me Manchester will not be liable for any resultant invoice. The Landlord undertakes to pay the contractor for services supplied and may wish to seek to reclaim this sum from the Tenant via a payment from them or via the deposit at the end of the tenancy.
- If a Tenant in a non-managed property calls out one of Let Me Manchester, emergency contractors no response will be provided.

### **10a. Reactive Repairs**

- When contacted by the Tenant about repairs to the property, or the contents belonging to the Landlord, we will contact the Landlord first for authorisation and if confirmed, will then arrange for repairs to be carried out, provided we consider such repairs to be appropriate and necessary. It is often financially beneficial to allow a contractor to proceed whilst on site rather than incur the cost of multiple visits.
- If we are unable to reach the Landlord or do not receive explicit instruction within a reasonable period depending on the issue, Let Me Manchester are authorised by the Landlord to proceed with the repair at the Landlord's cost.
- Where Let Me Manchester feel that the failure to make the repair impacts the habitability of the property, Let Me Manchester reserve the right to withdraw their management services. When this occurs, both the Tenant and the Landlord will be notified. The Landlord agrees that in this instance, Let Me Manchester may pass to the Tenant the Landlord's contact details.

### **10b. Non-Reactive Repairs/Planned Maintenance**

- Where planned maintenance, improvements or non-reactive repairs are required, a quote can be obtained for the work needed and a comparison quote if required. Given the nature of these repairs and their likely cost, in most cases funds will be requested from the Landlord and need to be in place before the contractor is instructed.
- For larger projects not deemed to be day to day maintenance, Let Me Manchester can provide a project management service at a charge of 10% of the cost of works.
- If we are unable to reach the Landlord or do not receive explicit instruction within a reasonable period depending on the issue, Let Me Manchester are authorised by the Landlord to proceed with the repair at the Landlord's cost.
- Where Let Me Manchester feel that the failure to make the repair impacts the habitability of the property, Let Me Manchester reserve the right to withdraw their management services. When this occurs, both the Tenant and the Landlord will be notified. The Landlord agrees that in this instance, Let Me Manchester may pass to the Tenant the Landlord's contact details.

### **11. Renewals, Extensions & Re-Lets**

- We will review and negotiate, on the Landlord's behalf; the rent, deposit, special terms and length of a new, renewed or extended Tenancy.
- There will be no charge for a Renewal or Extension of a Tenancy, providing the Tenancy Details remain the same.
- Where a Tenant remains in the property past the end of the fixed term, the Tenancy becomes a statutory periodic and all terms remain the same.

### **12. Vacating the Property**

We as managing agent will:

- Arrange Inventory Check-out.
- If there is no dispute, where Let Me Manchester hold the deposit, Let Me Manchester will release the whole of the deposit as agreed between the parties in accordance with our standard procedures and the Deposit Protection Scheme (DPS).

- If there is a dispute and it has been settled between the Tenant and the Landlord, Let Me Manchester will deduct the amount agreed where expenditure has been incurred on behalf of the Landlord.
- The remaining money will be paid within 10 working days of written consent from both parties.
- If the Tenant has not received the deposit 14 calendar days after asking for its return, the Tenant may apply to the DPS for the adjudication. A Landlord can also refer a dispute to the DPS.
- A copy of the Inventory will be supplied on request.

### **13. Section 21 notices (The right to obtain possession of a Landlords property)**

- For a Landlord to preserve the right to commence possession procedures against their tenant a 'section 21' notice must have been served upon the tenant at the earliest opportunity (should this be necessary) we will:
- Serve a Section 21 notice on the Tenants where requested by the landlord.

### **14. Refund of Fees**

- No refunds are payable where the term of the Tenancy Agreement ends before the end date specified in the Tenancy Agreement.

### **15. End Of Property Management Service**

- Our Property Management Service will not continue beyond the end of the tenancy
- During the term of a Tenancy, the Property Management Service can be terminated by either the Landlord or ourselves by giving the other party one months' notice, in writing. If notice is given by the landlord during the fixed term of the tenancy agreement then a termination fee equivalent to the management fees of that fixed term can be charged at the discretion of Let Me Manchester.

### **16. Communications & Instructions**

- Whilst we are acting as your Managing Agent, we will seek to communicate with you primarily by e-mail. While we would ordinarily request an instruction to be provided in writing there may be occasions where we are required to act quickly to address an urgent request or to avoid damage to your property; in such instances we will accept a verbal instruction having first discussed the matter with you. In those rare cases when we are required to act as an Agent of Necessity, we will do so without requiring your authority, written or otherwise.

## **GENERAL**

### **1. Incorrect Information**

- The Landlord warrants that all information he has provided to Let Me Manchester is correct to the best of his knowledge and belief. If the Landlord provides incorrect information to Let Me Manchester which causes us to suffer loss or causes legal proceedings to be taken the Landlord agrees to reimburse and compensate us for all losses suffered.

### **2. Vacant Property Visits Or Management**

- In the winter months we can arrange for the heating system to be switched on, however, we cannot be responsible for the effectiveness of the system. Alternatively, we can arrange for the heating system to be drained. Please contact us for the fees for this service.
- We can arrange regular garden maintenance prior to finding a new Tenant. We would require the Landlord to provide written requirements. Please contact us for the fees for this service.
- We can visit the property once a fortnight clearing any unwanted post, any outstanding utility invoices to be sent to the Landlord for payment or we could arrange settlement of these invoices out of funds provided by you. This does not include mortgage and insurance premium payments. Please contact us for the fees for this service.

### **3. Refurbishment Service**

- If your property requires a refurbishment, we can arrange this as part of our project management service. See our fee sheet for the costs.

### **4. Debtor Management Service**

This service is only available for Tenancies for which we collect rent and includes:

- Telephone and/or email communication with Tenants to prompt payment.
  - Attempting to discover the reason for non-payment i.e. Tenant circumstances (redundancy etc).
  - Attempting to locate the Tenant where appropriate but not the cost of search agent's fees.
  - Maintaining notes of all conversations for use in Court if necessary
  - Keeping you, the Landlord informed of all communications with Tenant.
  - Advise Landlord on legal position and recommended actions.
  - Providing Landlord with file information to allow legal proceedings to progress
  - Attend court as a witness when required, fees applicable.
- 
- We will not be liable for the outcome of any court proceedings resulting from an inability for whatever reason, of our debtor management service to recover some or all outstanding monies owed to the Landlord or possession of the property.
  - Please Note: All Tenancies for which we collect rent have included within our Tenancy Management Fee our Rent Reminder service which is part of our Rent Processing Service.



## **5. Periodic Tenancies**

- A tenancy becomes statutory periodic after the expiry of a fixed term if neither party has served notice. The terms of the tenancy remain the same as the initial tenancy.
- A Periodic Tenancy can only be ended by the landlord serving notice in a prescribed form. A Section 21(4) notice must be served following the expiry of the fixed contractual term of the original tenancy. The notice must be for a period of at least 2 months on a monthly rental tenancy. Provided the Court is satisfied that the Section 21(4) notice has been properly served, then it will make an order for possession.
- It is therefore relevant (for the purposes of service of the Section 21 notice), to establish when the last day of each rental period is because the required period of notice that must provide in any Section 21 notice in respect of a Periodic Tenancy is derived from the length of the rental period.
- For a monthly rental payment, the period of notice will be just two months; for a quarterly payment period it will be three months with a minimum of two months' notice.
- Conversely tenants need only give one month's notice instead of the two months required from Landlords unless the tenancy agreement specifically provides for a longer notice.

## **6. Notices Under Tenancy Agreements Drawn Up By Others**

- Where we have not provided the Tenancy Agreement we will not automatically serve any notices to protect the Landlords right to possession unless we receive timely written instructions to do so. We will not be responsible or able to remind Landlords of any requirement to serve appropriate notices.

## **7. Agreement To Pay Our Costs**

You agree to reimburse us for any reasonable sums expended on your behalf and not covered elsewhere in this agreement. You will further reimburse us in respect of any loss incurred by us because of any act, omission, or representation made by you, or by someone on your behalf, or if you have provided false or erroneous information. You further agree that you will reimburse us on demand for any monies we have accounted to you for that are withdrawn from our client's accounts, for any reason, by our bankers after we have accounted to you that were received from your tenant(s) being monies received by us as your agent.

## **8. Landlord & Tenant Act 1987**

We are obliged to include your full name and address on all rent demands. We must provide the Tenant with an address within England and Wales at which Notices (including Notices in proceedings) may be served on you. Unless otherwise instructed, if your address is outside England and Wales, we will use the address of our Lettings Office named in the Tenancy Agreement for this purpose. Although we will use our best endeavours to forward any Notices to you promptly, we cannot accept liability for any loss or damage incurred either directly or indirectly because of our actions in this respect.

## **9. Mutual Agreements**

The expiry or termination of this agreement shall be without prejudice to any rights which have already accrued to either of the parties under this agreement. We will not be obliged to make any payments on our own account but only from the rents collected on your behalf and/or monies provided in advance by you.

## **10. Local Authority Recommendations**



We reserve the right to contact the Local Authority (LA) regarding any property where we have concerns regarding legal or safety issues.

All Landlords will be reasonably expected to undertake any reasonable recommendations from their Local Authority as to the Local Authorities interpretation of the regulations. We will be unable to manage property where the Landlord unreasonably declines to action recommendations. We reserve the right to exercise our duty of care to Tenants by informing them of this where in our sole view the Landlord unreasonably declines to action any Local Authorities recommendation.

We can also refer clients to surveyors who are able to advice in this specialist area.

## **ADDITIONAL COSTS**

### **1. Tasks Outside Our Lettings Or Management Services**

There will be a charge if: -

- We are asked to carry out property management tasks on non-managed properties such as organising cleaning, gardening, key cutting, arranging contractors etc.
- We are required to undertake tasks such as provide information for a court case, provide a witness statement, court appearances, fair rent assessment, or other tribunals.
- We are asked for post tenancy assistance or information.
- You will be advised of these charges when the service is requested.

### **2. Houses In Multiple Occupation – Licence Applications**

- Let Me Manchester Ltd can apply for a licence on behalf of a client. The fee for this service if the property is not managed as an HMO by LMM is: - £360 on initial application for a tenancy to the Local Authority plus any fees charged by them. £120.00 on renewal of a tenancy plus any fees charged by the Local Authority.

## **LANDLORD'S RESPONSIBILITIES**

### **1. Loft Space and Other Places of Storage around the Property**

Unless agreed otherwise and documented in the tenancy agreement, the tenant(s) will have the right to use the entire property for the term of the tenancy. We therefore advise all landlords to remove all items of value and items which the tenant(s) will not have the use of from the property. If items are to be left at the property "in storage" the landlord should ensure they are insured, listed and their condition noted with photographs taken of each item. Insurance to cover theft by the tenant is not to our knowledge available. In this regard it must be noted that Inventory Clerks will not include in the Inventory and Schedule of Condition stored items and specify that they will not enter roof voids under any circumstances.

It is not recommended under any circumstances that such storage areas are left locked as access is often required in the case of emergencies for access to pipes, tanks and electrical installations. LMM's service to clients does not include the holding of keys to locked storage areas.

LMM accepts no responsibility whatsoever for any items left in storage at the property whether notified or not of the storage of items.

### **2. The Property**

The Landlord warrants that: - He/she is the legal owner of the freehold/leasehold interest in the property and/or is authorised to sign this and other relevant documents. In the case of rent to rents, we must be provided with a copy of the agreement with the landlord.

If the property is leasehold, the Landlord warrants that:

- Any proposed Tenancy is permitted under the terms of the lease.
- Any proposed Tenancy will terminate before the expiry of the lease.
- Where necessary, the written consent of the Landlord has been or will be obtained.
- Any onerous or special terms of the lease that may be relevant to the letting will be disclosed to us.

### **3. Mortgages**

If the property has a mortgage on it, which was granted before the start of the Tenancy the Landlord warrants that permission to let the property has been obtained from the mortgagee.

### **4. Condition**

- At the commencement of the Tenancy Agreement the property must be in a clean and tidy condition and meet the required standards for letting.
- It is the Landlord's responsibility to maintain the property in good order throughout the term of the Tenancy.
- The Landlord is obliged by law to ensure that before the commencement of the Tenancy the property is fit for human habitation and will be so maintained during the period of the Tenancy Agreement.
- The Landlord agrees to accept responsibility for any liability under the Defective Premises Act 1972 in relation to the property, or any part thereof and agrees to indemnify us fully in the event of any claim made in this respect.

- Should the Landlord fail to meet these obligations we reserve the right to instruct contractors and deduct any costs incurred from rent received including any Administration Charges that apply. We also reserve the right to terminate management services.

## **5. Insurance**

- The Landlord will be responsible for buildings and public liability insurance, and for the insurance of the Landlord's fixtures and contents. The Landlord must inform the Insurance Company that the property is to be tenanted and we cannot accept any liability arising from failure to do so.
- It is important to check insurance policies to ensure that cover is provided for third party, public liability and defective premises risks. We cannot accept liability for deficiency in insurance cover. The Landlord will provide copies of insurance policies which will be made available to the Tenant

## **6. Utilities**

- The Landlord will be responsible for all outstanding utility bills and council tax bills up to the date of commencement of the Tenancy. The Landlord will be responsible for the payment of ground rent, service charges and maintenance charges, if any, throughout the period of the Tenancy.

## **7. Income Tax**

- Any profit arising from the letting of a property, whether the Landlord is resident in the UK or not, is assessable for tax in the UK. Where the Landlord is non-resident in the UK, the Inland Revenue operates a "Non-Resident Landlords Scheme", under which Let Me Manchester are required to deduct tax at the basic rate from the net rents received.
- Non-UK Resident Landlords can apply to the Inland Revenue for an approval certificate which, when supplied to us exempts us from the requirement to deduct tax. If an approval certificate is not obtained, we will be required to make tax deductions and pay these over to the Inland Revenue. We strongly recommend that you appoint a specialist tax adviser, as Tax Advice is not part of our service to you.

## **8. Legionella**

As the provider of rented accommodation, you may already be aware of your responsibilities to ensure that the risk from exposure to Legionella in your property is properly controlled. A risk assessment must be carried out on all hot and cold-water systems prior to each tenancy to determine the likely risk of Legionella being present in the property. We can arrange this on your behalf.

- £50-If done in conjunction with a gas/and or electrical safety test
- £90 -For as a stand-alone visit
- £10 per additional bathroom

The risk assessment may find that improvements/works are required, which must be carried out prior to the start of the tenancy. We can arrange this on your behalf via an Approved Contractor. Further details on the requirements are outlined in the Health and Safety Executive (HSE) documents.

<http://www.hse.gov.uk/pubns/indg458.htm> website document 'Legionnaires' Disease: A brief guide for dutyholders'.

## **9. Smoke Alarms**

It is a legal requirement that smoke alarms are installed on each floor of rented accommodation, including entrance lobbies where the accommodation is above, and that these are in working order and tested on the first day of each tenancy. We can arrange for smoke alarms to be installed on your behalf and/or serviced/ tested via our approved contractors.

## **10. Carbon Monoxide Detectors**

It is a legal requirement that carbon monoxide detectors are present in each room within a rented property where solid fuel is burnt, and this includes rooms with open fires. Solid fuel can include wood, coal, anthracite and examples of appliances are wood burning stoves and Rayburn and AGA cookers. The detectors must be tested on the first day of each tenancy. We can arrange for a carbon monoxide detector(s) to be installed and/or serviced/ tested on your behalf via our approved contractors.