BLAKE & THICKBROOM LANDLORD PACK IN ASSOCIATION WITH BRANDED BRICKS PROPERTY MANAGEMENT

Information for Landlords

About Us

We are a local, independent firm of Estate Agents specialising in Residential Sales and Lettings and are fully focused on the priorities and needs of the Landlord.

We understand that letting your property, especially for the first time can be a worrying experience and with this in mind, our most important consideration is providing you with the best possible service and the right tenant/tenants for your property.

We never forget that the property is your most important asset and we can confidently assure you that by instructing us and our property management partner Branded Bricks to act as your letting and management agents, your asset will be in professional and caring hands.

About Branded Bricks Property Management

We have partnered with Branded Bricks (who are members of UKALA – the UK Association of Letting Agents), as we understand that excellent property management is the key to a successful tenancy. Branded Bricks offer a confident and experienced property management service throughout the UK and deliveries the results our clients expect and demand.

Their property management service ensures that compliance issues are dealt with, allowing us time to focus on getting your property let.

With Branded Bricks as our partner you can be assured we provide a service you can rely on. Their team makes certain all tasks are completed as they should be. With an unparalleled approach to customer service our clients have the peace of mind that we are looking after their asset and giving them the service they need.

A Personal Service: We are able to offer a personal and friendly service, while at the same time maintaining a high standard of competence and professionalism.

Competitive Rates: Our fees are competitive and may be open to negotiation depending on the level of service required. We are particularly committed to investment Landlords and savings can be made on the smallest of portfolios.

Carefully Selected Quality Tenants: Drawn from our continually updated register, all prospective tenants are thoroughly referenced and credit checked. In some cases, we will also require a guarantor.

Insurance for Landlord: We offer a range of competitively priced insurance products designed especially for Landlords, providing extra security and peace of mind. These include:

* Guaranteed Rental Insurance Policies
* Legal Expenses Cover

Details of these insurance products can be provided upon request from Branded Bricks.

Service Offered
A Tailored Service

Outlined below are the two basic elements of our service. However, 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 occasionally by taking on additional tasks and duties.

Full Management

This is our inclusive service, which provides for the marketing of the property and carrying out viewings, leading to the introduction and vetting of prospective Tenant/s. This proving satisfactory, we will then go ahead and prepare the tenancy agreement, and if required an inventory. The Tenant/s will then be checked in against the inventory.

During the tenancy we carry out inspection visits every six months. Should these bring to light any maintenance issues, we will contact the landlord for approval for any costs involved.

Collecting and processing of rental payments is also part of the service. These will be credited automatically to the Landlord's nominated bank account.

Towards the end of the tenancy, we will liaise with the tenant and renew the tenancy agreement or arrange to check them out as applicable.

This service is suitable for those Landlords who are not residing locally, or would rather not deal with the Tenants directly, preferring all aspects to be handled by an agent.

Letting Only

Our Letting Only Services include the marketing of the property and carry our viewings, leading to the introduction and vetting of a prospective Tenant. This proving satisfactory, we will then go ahead and prepare the tenancy agreement, and if required an inventory.

Following this, the first month's rent will be collected and credited to the Landlord less our agreed fee. Managing the tenancy, including the maintenance and rent collection, will then be the responsibility of the Landlord.

Please note both full management and letting only service do not include guaranteed rental and legal expenses, insurance cover and we would recommend landlords consider these options before entering into a formal Assured Shorthold Tenancy Agreement.

General Practical and Legal Issues

Preparing the Property
We have found that a good relationship with Tenants is the key to a smooth-running tenancy. As Property Managers this relationship is our job, but it is important that the Tenants should feel comfortable in their temporary home, and that they are receiving value for their money. It follows therefore that a well presented and maintained property, in a good decorative order will go towards this, whilst also achieving a higher rental figure. Tenants are also more inclined to treat such a property with greater respect.

General Conditions: Electrical, gas plumbing, waste, central heating, and hot water systems must be safe, sound and in good working order. Repairs and maintenance are at the Landlords expense unless misuse can be established. Interior decorations should be in good condition and preferably plain, light and neutral.

Furnishings: Your property can be let fully furnished, part furnished or unfurnished. Which of these is appropriate will depend on the type of property and local market conditions. We will be pleased to give you advice on whether to furnish or not, and to what level. As a minimum you will need to provide decent quality carpets, curtains and light fittings. Remember that there will be wear and tear on the property and any items provided.

Personal items, ornaments etc: Personal possessions, ornaments, pictures, books etc, should be removed from the premises, especially those of real or sentimental value. Some items may be boxed, sealed and stored in the loft at the owner's risk. All cupboards and shelf space should be left clear for the Tenant's own use.

Gardens: Gardens should be left neat, tidy and rubbish free, with any lawns cut. Tenants are required to maintain the gardens to a reasonable standard provided they are left the necessary tools. However, few Tenants are experienced gardeners, and if you value your garden, or it is particularly large, you may wish to arrange visits with by a recommended gardener.

Cleaning: At the commencement of the tenancy the property must be in a thoroughly clean condition, and at the end of each tenancy it is the Tenant's responsibility to leave the property in a similar condition. Where they fail to do so, cleaning will be arranged at the Tenant's expense.

Information for the Tenant: It is helpful if you leave information for the Tenant, eg. on operating the central heating and hot water system, washing machine and alarm system and the day refuse is collected etc.

Keys: You should provide one set of keys for each Tenant. Where Branded Bricks will be managing the property, they will arrange to have duplicates cut as required, which will be retained at Blake & Thickbroom's Clacton office at 70 Station Road, Clacton on Sea, Essex CO15 1SP.

Other Considerations

Mortgage: If your property is mortgaged, you should obtain your mortgagee's written consent to the letting. They may require additional clauses in the tenancy agreement of which you must inform Branded Bricks.

Leaseholds: If you are a leaseholder, you should check the terms of your lease, and obtain any necessary written consent before letting.

Insurance: You should ensure that you are suitably covered for letting under both your buildings and contents insurance. Failure to inform your insurers may invalidate your policies. Branded Bricks can advise on Landlords Legal Protection, Rent Guarantee Cover and Landlords Contents and Buildings Insurance if required.

Bills and regular outgoings: We recommend that you arrange for regular outgoings eg. service charges, maintenance contracts etc, to be paid by standing order or direct debit, however where we are managing the property, by prior written agreement we may make payment of certain bills on your behalf, provided such bills are received in your name at Branded Bricks offices and that sufficient funds are held to your credit.

Council tax and utility accounts: We will arrange for the transfer of Council tax and utility accounts to the Tenant. Meter readings will be taken, allowing your closing gas and electricity accounts to be drawn up. All these matters Branded Bricks will handle for you, however, British Telecom will require instructions directly from both the Landlord and the Tenant.

Income tax: When resident in the UK, it is entirely the Landlords responsibility to inform the Revenue & Customs of rental income received, and to pay any tax due. Where the Landlord is resident outside the UK during a tenancy, he or she will require an exemption certificate from the Revenue & Customs before he/she can receive rental balances without deduction of tax. Where Branded Bricks are managing the property, we will provide advice and assistance on applying for such exemption.

The inventory: It is most important that an inventory of contents and schedule of condition be prepared, in order to avoid misunderstanding or dispute at the end of a tenancy. Without such safeguards, it would be impossible for the Landlord to prove any loss, damage or significant deterioration of the property or contents. In order to provide a complete service, we will if required arrange for a inventory clerk to prepare an inventory and schedule of condition. The cost of this can be quoted by Branded Bricks.

What is Assured Shorthold Tenancy?: Most tenancies will automatically be Assured Shorthold Tenancies (AST's), provided the rent is under £100,000 a year and the property is let to private individuals. Tenancies are usually granted for an initial fixed term of either 6 or 12 months. When the fixed term has expired the Landlord is able to regain possession of the property provided he gives two months written notice to the tenant. In addition, if the tenant owes at least 2 months or 8 weeks rent on the property he can apply through the court to seek a possession order.

Health & Safety and other Legal Requirements

The following requirements are the responsibility of the owner (landlord). Where you have signed Branded Bricks Full Management Agency Agreement they are also Branded Bricks responsibility, therefore where we are managing Branded Bricks will need to ensure compliance.

Gas:
Annual safety check, Under the Gas Safety (Installation and Use) Regulations 1998 all gas appliances and flues in rented accommodation must be checked within 12 months of being installed and therefore, at least every 12 months by a competent engineer (registered gas installer).

Maintenance: There is a duty to ensure that all gas appliances, flues and associated pipe work are maintained in a safe condition at all times. **Records:** Full records must be kept for at least 2 years of the inspection of each appliance and flue, of any defects found and of any remedial action taken. **Copies to Tenants:** A copy of the safety certificate issued by the engineer must be given to each new tenant before the tenancy commences or to each existing tenant within 28 days of the check being carried out.

Please Note:
From January 2013, Gas Safe are bringing in new regulations regarding flues for gas boilers. It will be compulsory for all gas engineers to be able inspect and see flues. Should the flue not be visible then it will be necessary for an inspection hatch to be fitted by this date in order for an engineer to carry out a check adequately.

If there is no access or the engineer fails to inspect the flue they will be unable to issue a Gas Certificate or indeed carry out any works. The new revised guidelines require inspection hatches to be fitted in properties where the flue is concealed within voids and cannot be inspected. The homeowner/Landlord has until 31 December 2012 to arrange for inspection hatches to be installed.

Carbon Monoxide alarms are not an alternative to being able to see the flue and you will still need to have inspection hatches fitted. You have until 31st December 2012 for this work to be completed. It is recommended that inspection hatches are fitted as soon as you are able to do so. Any gas engineer working on an affected system after 1st January 2013 will have to turn off boilers if the flue is not visible.

Electrical
Since April 2021 all landlords are required to have a Domestic Electrical Installation Condition Report completed in accordance to the requirements for Electrical Installations VS7671IETY and Regulations. This report lasts for a 5 year period or when there is a change in ownership or tenant. There are several regulations relating to electrical installations, equipment and appliance safety which affect Landlords and their agents in that they are 'supplying in the course of business'. They include the Electrical Equipment (Safety) Regulations 1994, the Plugs and Sockets Regulations 1994, the 2005 Building Regulation—'Part P', and British Standard BS1363 relating to plugs and sockets. Although with tenanted property there is currently no legal requirement for electric safety certificates (except in the case of all HMOs) it is now widely accepted in the letting industry that the only safe way to ensure safety, and to avoid the risk of being accused of neglecting your 'duty of care', or even of manslaughter is to arrange electrical inspections and the issue of safety certificates. There are 2 types of electrical inspections, one of the actual installations, and another of any portable electric appliances (PAT test)

Fire
The furniture and furnishings (Fire) (Safety) Regulations 1988 (amended 1989 & 1993) provide that specified items supplied in the course of letting property must meet minimum fire resistance standards. The regulations apply to all upholstered furniture, beds, headboards and mattresses, sofa-beds, futons and other convertibles, nursery furniture, garden furniture suitable for use in a dwelling, scatter cushions, pillows and no-original covers for furniture. They do not apply to antique furniture or furniture made before 1950, bed covers including duvets, loose covers for mattresses, pillowcases, curtains, carpets or sleeping bags. Items which comply will have suitable permanent label attached. Non-compliant items must be removed before a tenancy commences.

Smoke Alarms
All properties built since June 1992 must have been fitted with mains powered smoke detector alarms from new. Although there is no legislation requiring smoke alarms to be fitted in other ordinary tenanted properties, it is generally considered that the common law 'duty of care' means that Landlords and their Agents could be liable should a fire cause injury or damage in a tenanted property, where smoke alarms are not fitted. We therefore strongly recommend that the Landlord fit at least one alarm on each floor (in the hall and landing areas).

The Housing Health and Safety Rating System (HHSRS)
The HHSRS provides an analysis of how hazardous a property is through assessment of 29 potential hazards found in housing. Landlords have to maintain their properties to provide a safe and healthy environment. The HHSRS is enforced by local authorise.
For further information visit http://www.communities.gov.uk/hhsrs

Tenancy Deposit Protection (TDP)
Since 6th April 2007, all deposit taken by landlords and letting agents under Assured Shorthold Tenancies (ASTs) in England and Wales must be protected by a tenancy deposit protection scheme. Landlords and letting agents must not take the deposit unless it is dealt with under a tenancy deposit scheme. To avoid any disputes going to court, each scheme is supported by an alternative dispute resolution service (ADR). Landlords and letting agents can choose between two types of schemes; a single custodial scheme and two insurance-based schemes.
Branded Bricks currently operate the DPS deposit protection scheme.

If Branded Bricks are not providing Full Management Service they will normally transfer the tenancy deposit to you within 5 days of receiving it. You must then register it with the TDP scheme within a further 9 days if the tenancy is an Assured Shorthold Tenancy. If you fail to do so, the tenant can take legal action against you and the landlord in the county court. The court will make an order that you must pay the deposit back to the tenant or lodge it with a custodial scheme which is known as the Deposit Protection Scheme (DPS). In addition, a further order will be made requiring you to pay compensation to the tenant of the amount equal to three times the deposit. You will be unable to serve a Section 21 Notice on your tenant until compliance with the above conditions and the court will not grant you a possession order. Branded Bricks will have no liability for any loss suffered if you fail to comply.

Tenancy Deposit Protection—Prescribed Information.
Legislation required that certain information must be given to the tenant within 14 days of the deposit being taken. Whether you use the DPS or the TDSL scheme, only some of the information is provided to the tenant via the scheme administration. The remainder must be provided by the landlord.

It is also important that under Paragraph 7 of the form you include the exact terms in the tenancy agreement that permit deductions from the deposit. It is recommended that a signed copy of the form is given to each tenant individually. You should also retain a single copy signed by every tenant, in order to prove that the information has been given, so where there are say 4 tenants, you need 5 copies.

Be sure to comply with the above requirements fully and accurately, because penalties to the landlord for non-compliance are heavy. Where Branded Bricks are providing Full Letting & Management Service they will handle all of this full you as part of their Management Service.

The Disability Discrimination Act 2005
The DDA 2005 addresses the limitations of current legislation by extending disabled people's rights in respect of premises that are let or to be let, and common hold premises. Landlords and managers of let premises and premises that are to let will be required to make reasonable adjustments for disabled people. Under the new duties, provided certain conditions are met (for example, that a request has been made), landlords and managers of premises which are to let, or of premises which have already been let, must make reasonable adjustments, and a failure to do so will be unlawful unless it can be justified under the Act. Landlords will only have to make reasonable adjustments. And they will not have to remove or alter physical features of the premises. Learn more here:
http://www.dwp.gov.uk/aboutus/dda_factsheet4-premises.pdf.

Home Information Pack (No2) Regulations 2007.
The Energy Performance of Building (Certificates and Inspections) (England and Wales) Regulations 2007.

From the 1st October 2008 landlords offering property to let will be required by law to provide prospective tenants with an Energy Performance Certificate for their property. A new certificate will not be required on each let since, in the case of rental property, EPCs will be valid for 10 years. The certificates (EPCs) will have to provided free whether when (or before) any written information about the property is provided to prospective tenants or a viewing conducted.

Branded Bricks have a database of registered energy assessors, and we will be pleased to arrange and EPC inspection and assessment of your property upon request.

Digital Markets Competition and Consumers (DMCC) Act 2024

In accordance with the DMCC Act 2024, we are under a duty to and will provide accurate and fair property descriptions to potential tenants to the best of our knowledge and experience, it is a landlords responsibility to check the description of the property in the agreement and in any marketing materials and make Blake & Thickbroom aware of any inaccuracies or required amendments.

Data Protection Act 2018

We are registered with the information commissioners office (ICO) under reference Z4641883 by signing this agreement, you can consent to our collection, processing, and disclosure of your personal information including property details or photographs, identification documents, and any other relevant materials for purposes including marketing the property, negotiating its proposed sale, letting, participating in marketing or advertising activities, sharing information with other agents or service providers for a property price comparison, or for any other purposes permitted by law.

This consent applies both during and after the termination of this agreement. For further information about how we handle your personal data, please refer to our privacy policy www.blake-thickbroom.co.uk

Anti Money Laundering Checks

Under the sanctions of Anti Money Laundering Act 2018, it is our legal obligation to carry out due diligence and sanction checks on both tenants and landlords.

We hope that the information covered in this guide will be of assistance to you. If there are any aspects of which you are unsure, please contact Branded Bricks or Blake & Thickbroom Estate Agents. We look forward to being of assistance to you in the Letting or Letting and Management of your property.

BRANDED BRICKS Charges to Landlord

Introductory Fee for Tenant Only	£495.00 plus VAT (£594 inc VAT)	

(if applicable)

Full Management Fee	10% plus VAT (12% inc VAT)	
Renewal on Tenancy Agreement	£150 plus VAT (£180 inc VAT)	
Inventory Costs	To be quoted depending on size of property	
Rent protection (with Smart Rental Protection policy through FCC Paragon)	6 months	£85.00 plus VAT
	12 months	£150.00 plus VAT
Rent Protection (with Smart Rental Protection Plus via FCC Paragon)	6 months	£125.00 plus VAT
	12 months	£200.00 plus VAT

Full Documentation on each policy and what they offer can be provided upon request.