

Parker Baker

RESIDENTIAL LETTINGS

Tel. 01792 480715 or visit our website at www.parkerbakerproperties.co.uk

LANDLORD TERMS AND CONDITIONS



e-mail us at lettings@parkerbakerproperties.co.uk

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Tel 01792 480715 Fax 01792 469065
Parker Baker Properties Ltd Company Reg. No. 06259672



"FIND ONLY" SERVICE

Subject to your confirmation of instructions in the letting of your property, **Parker Baker** will:

1. Take full details of your property and provide a comprehensive presentation of the property to let in order to the best advantage;
2. Provide, where required, advice concerning the legal aspect of letting, tax implications, the correct form of tenancy, rent expectation and the preparation requirements of the property to let;
3. Carry out credit checks on any prospective tenant to ensure there is no negative financial history and that they can afford the rent, and where necessary, request a guarantor for the tenancy;
4. Negotiate and agree with your approval the terms and conditions of the letting;
5. With your authority prepare the appropriate tenancy agreement and other legal notices and documents in order to comply with current legislation, taking into account your specific requirements and instructions and provide you with a copy upon checking a tenant in;
6. Accept a tenant's deposit against dilapidation and pass it to you to protect in a government approved scheme, such as the Deposit Protection Service (DPS). We can arrange to do this on your behalf if requested;
7. Prepare a full inventory of the property, including time-stamped photographs and provide you with a copy upon checking a tenant in;
8. Arrange transfer of utilities;



"MANAGEMENT" SERVICE

Subject to your confirmation of instructions in the letting and management of your property, **Parker Baker** will:

1. Take full details of your property and provide a comprehensive presentation of the property to let in order to the best advantage;
2. Provide, where required, advice concerning the legal aspect of letting, tax implications, the correct form of tenancy, rent expectation and the preparation requirements of the property to let;
3. Carry out credit checks on any prospective tenant and offer free rent guarantee service for the first six months (a fee applies thereafter, other terms & conditions apply, see below);
4. Negotiate and agree with your approval the terms and conditions of the letting;
5. With your authority prepare the appropriate tenancy agreement and other legal notices and documents in order to comply with current legislation, taking into account your specific requirements and instructions;
6. Accept a tenant's deposit against dilapidation and protect it with the Deposit Protection Service (DPS);
7. Prepare a full inventory of the property, including time-stamped photographs;
8. Arrange transfer of utilities;
9. Collect rents, make authorised payments from your account where requested and account to the landlord within 10 days of the rent being received;
10. Receive reports from the tenants with regard to maintenance and repairs for which the landlord is responsible, and instruct tradesmen to effect general routine repairs such as plumbing (leaking pipes, blocked pipes etc), electrical (sockets, lights, central heating timers etc), gas central heating repairs and general roof repairs (leaks), replacement of broken windows etc. Our duties in this respect are subject to being made aware of any problems arising and if such repairs exceed the normal routine repairs e.g. structural work, requirements to comply for H.M.O. registration, planning consent, structural surveys and extensions we can recommend a surveyor to undertake the work (fees to be discussed with surveyor);
11. Confirm that maintenance and repair tasks are carried out satisfactorily, verify tradesmen's invoices and make payments on your behalf from rental income received to a maximum of one calendar month revenue in any given month. NOTE: should a maintenance and repair task exceed your authorised limit we will seek your instruction. In the event of an emergency, **Parker Baker** will undertake to have carried out all precautions necessary to safeguard your property with the resultant expenses incurred deemed to be with the authority of the landlord and on his/her behalf;



12. At the end of the tenancy, arrange for a dilapidation assessment to be carried out with the tenant in attendance where possible, and request deductions as necessary, in the opinion of **Parker Baker** or an Independent Inventory Clerk, from the tenants deposit in order to compensate the landlord for such dilapidation, with fair wear and tear being taken into account;
13. Seek new tenants where applicable in order to ensure continuity of occupancy prior to your return to take up residency. Where the property remains unoccupied between letting periods it must be distinctly understood that **Parker Baker** management does not include supervision of the property, although, in usual circumstances, where **Parker Baker** are conducting viewing appointments, periodic viewing may be made;
14. Where there is a breach of the tenancy agreement by the tenant, **Parker Baker** will take all necessary steps, with the exception of Court Action, to resolve the breach and report to the landlord on such an event and on the progress being made to resolve the issue;
15. Where the landlord of the property resides abroad, the Inland Revenue will hold us, as your agent, responsible for the payment of any tax liability, which arises on rent collected by us on your behalf, unless you have obtained an exemption certificate. If you do not hold a certificate and you are resident abroad, it will be necessary for us to deduct tax at the basic rate (currently 20%) from the rental income received, and to pay such sums over to the Inspector of Taxes on a quarterly basis. Similarly, if you currently live within the UK but subsequently move abroad, it will be necessary for us to commence this deduction from the time you leave this country, unless you obtain an exemption certificate. If you, as a landlord, are resident in the UK you should declare your residential lettings income to the Inland Revenue annually as it is assessable for income tax.

Safety regulations

Under the Fire and Furnishings (Safety) Regulations 1993, the Landlord has the obligation to ensure that all furniture in properties must comply with the fire regulations by displaying a label stating that they are fire resistant. If items of furniture do not comply with fire regulations, the landlord must either change the items of furniture or authorise ourselves, as agents to either replace or remove the items before the tenancy commences. Instructions to let a property available for rental will only be accepted if all furniture complies with regulations. Failure to comply can result in prosecution.

Under the Electrical Equipment (Safety) Regulations 1994 and the Gas Safety (Installation and Use) Regulations 1994 and 1996, all low voltage electric appliances and all gas appliances must be checked by professional tradesmen and items marked with the date and time of testing to comply with Government Regulators. The landlord must carry out such tests annually or they will be carried out by the agents at the landlord's expense prior to the rental of the property and on an annual basis thereafter, the costs being deductible from the rent. All appliances must have a copy of all instruction books left at the property. Failure to comply with the Regulations can result in prosecution.



Other information

Any commissions, interest or other income earned by ourselves while carrying out our duties as agent for the letting and/or management of the property will be retained and transferred from **Parker Baker** Client Account.

Parker Baker operates a complaints handling procedure, a copy of which is available on request.

Where our “Management Service” is taken, in support of our prospective Tenant vetting service, **Parker Baker** is prepared to provide to the Landlord a guarantee (in accordance with and subject to the terms set out below) for the payment of certain limited rent in respect of such Tenant should it fall into rent arrears for any reason and will procure that this rent is paid for the account of the Landlord.

Parker Baker’s obligation to the Landlord is that in the event that there are any defaults in the payment of the Rent (as set out in the tenancy agreement) by the Tenant(s)/Guarantor(s) within 6 (six) months of the start of the tenancy (being the date upon which the tenancy agreement is stated to commence, as set out in any tenancy agreement) and provided that the date of default is within one month of the date of the reference (or the tenancy commencement is within 60 (sixty) days of the reference being given if the reference was before the tenancy commencement date), **Parker Baker** will pay Rent monthly, in arrears:

- Up to a maximum of the agreed monthly rent per calendar month (as stated in the tenancy agreement), and
- Up to a maximum of 5 months (excluding the first arrears of up to an amount equal to one month’s rent) until the earlier of:
 - Vacant possession being gained, or
 - Expiry of the tenancy period specified in the tenancy agreement; or
 - The date being 6 (six) months from the commencement date of the tenancy

Payments will be made subject to any deductions agreed in this agency agreement. Deductions will also be made for any outstanding charges due from the Landlord.

In the event of payments being made under this warranty, all rights of the Landlord to recover such sums shall be subrogated to **Parker Baker** or their insurer in order to effect recovery of sums paid (in the name of the Landlord if necessary or expedient). By signing this agency agreement the Landlord confirms and agrees to the same. Recovery of rents paid out shall be at the sole discretion of **Parker Baker**.

Should the Landlord receive any funds from any Tenant(s)/Guarantor(s) after any date of default which results in **Parker Baker** having to pay any monies to the Landlord under the terms of this guarantee, the Landlord shall immediately notify **Parker Baker** of such receipt and shall forward such funds (up to the amount paid by **Parker Baker**) to **Parker Baker** immediately on receipt of the same.

This Warranty is part of the service standard for our vetting service and you will receive immediate and automatic protection with the vetting service at no extra charge upon the start of a tenancy agreement whilst this agency agreement remains in force.



Points to remember

1. Have you informed your Mortgage Company that you will be renting your property?
2. Have you re-directed your mail?
3. Does the furniture comply, with the Fire & Furnishings Regulations 1993?
4. Make sure the agent has a spare key for the property in case of any emergencies.
5. Does the property have a current gas safety certificate?
6. Does the property have a current electrical safety certificate where required?
7. Have you got an Energy Performance Certificate (EPC) required to advertise the property? We can arrange to have one done on your behalf if the money is paid to us before hand.
8. Do not arrange for the utility companies to disconnect the meters when the property is empty, because it can take a few days to reconnect the meter. If a prospective tenant is interested, and they need to move in immediately they will probably look at other properties, which are ready for occupation, instead of waiting for re-connection.
9. Please ensure that your buildings and contents insurance are covered if you are letting your property. If your insurance company will not provide cover for you, we can put you in contact with an insurance company who can help.
10. Please ensure that you have property owner's liability cover, in case of injury to a tenant who may sue for damages etc. We will need to see a copy of this.
11. Sometimes a tenant may try to use the deposit as the last month's rent, which we totally disagree with. We explain to the tenant that they must pay until the end of the tenancy agreement, the property will be inspected and the deposit returned providing there are no rent arrears and the property and its contents are in a satisfactory condition.
12. Fair wear and tear must be taken into consideration when a tenant vacates the property. There are documents available on the DPS website showing examples of what they consider wear and tear. When a tenant vacates a property, their idea of cleaning may not be as thorough as yours.

