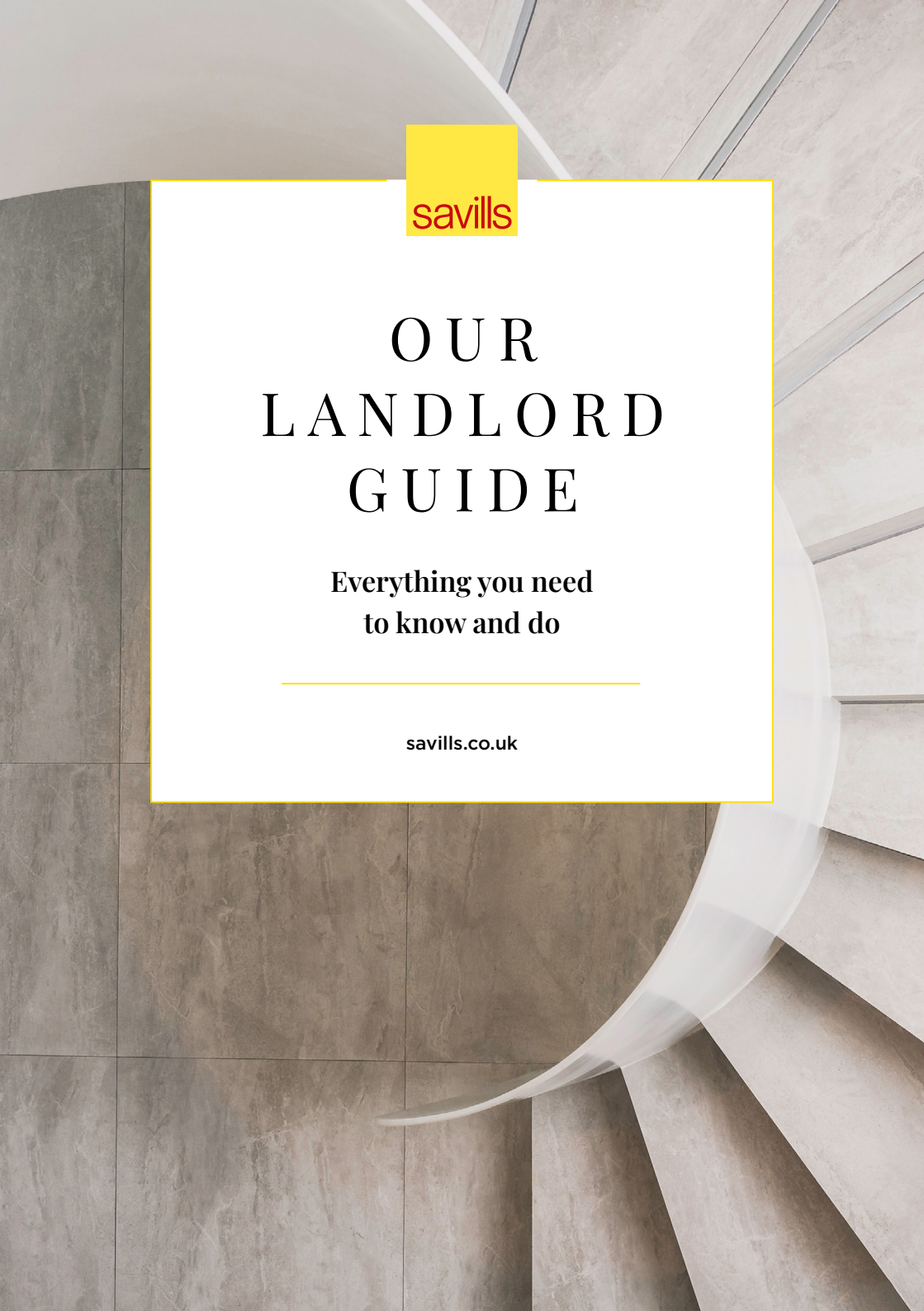


savills

OUR LANDLORD GUIDE

Everything you need to know and do

savills.co.uk

CONTENTS

OUR PROCESS

We're here to help you let your property	3
The rules for fees and charges	4
Consents, licensing and insurance	6
Some tax implications	12
Getting the property ready	15
Your health and safety responsibilities	23
The tenancy process	28
What else we can do for you	38
Feedback, complaints and our property ombudsman	40
We're an ARLA Propertymark protected agent	41
Action checklists for our managed and non-managed service	44
Cleaning guide	48

The Renters' Rights Bill was introduced to Parliament in mid September 2024. While there are many stages to a bill being passed, it's expected the Bill will be introduced during autumn 2025.

It's important to know this guide reflects the current legislation not the future legislation as it will be when the Renters' Rights Bill comes into force.

Our teams can talk you through how the Bill will affect you if you already have, or are in the process of, agreeing a new or renewal of an Assured Shorthold Tenancy Agreement.

You can read the guidance notes for the Bill on the Government website here as well as read our Savills publications on the Bill here.

WE'RE HERE TO HELP YOU LET YOUR PROPERTY

It's important for you to read our guide so you understand the process and are clear about both your and our responsibilities. We look forward to working with you.

Your local office and our central team of process experts based in Richmond will look after both you and your property throughout your journey as a landlord. From when we meet until when your tenant moves out, we'll make sure you're getting advice from the right person.

We have the right team in place to guide you through the complex letting process. Our structure means you have specialised individuals who'll work with you through each stage of your lettings journey.

If you have any questions after you've read this guide, please let us know.

WE'RE AN ARLA PROPERTYMARK PROTECTED FIRM WITH QUALIFIED STAFF IN ALL OF OUR RESIDENTIAL LETTINGS OFFICES

Our staff are always up to date with the lettings industry and they'll make sure you know and understand your legal responsibilities. They can:

- advise you on how best to present your property for a successful let
- market your property locally, nationally and internationally to our wide audience of applicants
- negotiate between you and your applicant to get the right tenancy terms for you and create a bespoke agreement to suit all parties
- keep you up to date with legislative requirements, including health and safety, for letting your property.

THE LAW SAYS YOU MUSTN'T DISCRIMINATE AGAINST A TENANT, OR PROSPECTIVE TENANT

This is based on their race, religion or belief, sex or sexual orientation or gender reassignment, pregnancy or maternity, or any disability. Any advice we give you will reflect this.

OUR GUIDE CONTAINS HYPERLINKS

If you're reading on a computer, tablet or smart phone you can click on the links, which are all coloured and underlined. If you're reading a paper copy, you can use a search engine to find the information.

Please bear in mind any other websites will have their own privacy policies, so please don't assume our rules are their rules. Please look at their privacy statements as soon as you enter their sites.

THERE ARE DIFFERENT RULES FOR DIFFERENT TENANCY TYPES

Our guide covers both Housing Act and Non-Housing Act Tenancies. If any sections in the guide are specific to one of these tenancies it will say.

HOUSING ACT TENANCIES

Assured Shorthold Tenancies (AST)
An AST is the most common type of tenancy if you rent to private individuals.

You usually have an AST if:
- you don't live in the property and
- don't share any accommodation with your tenant
- the rent is less than £100,000 a year
- the tenant is an individual and is using the property as their main home.

OUR FEES AND CHARGES

The Government's rules surrounding what fees a tenant can be charged differs between a Housing Act and Non-Housing Act tenancy type, this means that there are occasions when our fees to our clients vary as well.

Our ToB will outline all of our fees and charges for your tenancy type and you should review this and any addendum closely before signing and confirming your instruction for us to act on your behalf.

Any fees and charges shown throughout this guide are quoted including VAT at the standard 20% rate. If the standard VAT rate changes this will be changed.

NON-HOUSING ACT TENANCIES (NHA)

Common Law Tenancies
A tenancy would be created as an NHA if the rent is over £100,000 a year, or where it is not the tenant's main home. Company tenancies are also NHA's. A company let is when a company takes on a residential tenancy agreement as the tenant, rather than an individual. The tenancy will be in the company name. The company employee will live in the property.

WE HAVE DIFFERENT LEVELS OF SERVICE SO YOU CAN CHOOSE WHAT'S BEST FOR YOU

The main thing to decide is whether you'd like us to manage your property or if you'd prefer to take the responsibility for this yourself. This guide, along with our terms of business and confirmation of instruction documents, will help you decide.

We've listed our services within this guide, and your local office are also available to explain anything in further detail.

MAXIMISING YOUR INVESTMENTS

Our specialist SPF Private Finance team can help you plan the best strategy for any finance needs you may have either now or in advance of existing policy renewals for either an individual property or your property portfolio. The team will review your situation and suggest their best possible options for your individual circumstances to ensure you get the best rates and benefit from the maximum income for your investment/s. When you speak, they'll explain their fees, but as fees are only payable on any mortgage completion, an email or chat over phone is obligation and fee free.

You can contact them at:
advice@spf.co.uk or on: **020 7330 0365.**

If you use one of their products following a referral from us, we'll be paid commission.

YOUR PROPERTY MUST HAVE A NUMBER OF HEALTH AND SAFETY CHECKS BEFORE YOU CAN LET IT

- a valid gas safety record and annual boiler service
- fixed wiring electric safety test (Electrical Installation Condition Report – EICR)
- portable appliance test
- oil and solid fuel heating appliance annual service
- smoke alarms
- carbon monoxide alarms.

And where relevant:

- water hygiene risk assessment
- asbestos management plan.

Each of the above will have a contractor's charge associated. If you take our managed service, we'll arrange the appointments for you as soon as you've transferred funds to cover the costs.

- most properties will also need an Energy Performance Certificate (EPC)
- if a selective or additional licensing scheme has been introduced, or is introduced, whilst you are letting your property you'll also need to apply for a Licence and follow the scheme rules, see more details in the licensing section.

Your tenant must be given the latest version of the **'How to rent guide'** at the start of a tenancy, either as a hard copy or, if agreed with the tenant, via email as a PDF attachment. We do this on your behalf.

CONSENTS, LICENSING AND INSURANCE

For us to comply with money laundering regulations, HM Revenue & Customs (HMRC) ask us to run identity checks on our clients. These checks don't in any way reflect our view on your financial dealings, they're to protect both you and us.

We'll need to know you've done all essential checks to make sure you have the right consents to let your property. You'll need confirmation from; all legal owners of the property; your mortgage provider; any superior landlord or freeholder as well as your insurance company.

This is not a full list of permissions, so as the legal owner if there are any more you have to have, you'll need to get these and tell us.

ALL LEGAL OWNERS MUST READ OUR TERMS OF BUSINESS (TOB) AND SIGN OUR CONFIRMATION OF INSTRUCTION FORM (COI)

And we'll also need to verify your identity and main home address.

We'll cross check against the information held on the land registry and all owners will be named on the tenancy agreement.

You need to tell us as soon as you instruct us if there is any power of attorney or declaration of trust in place and we'll let you know the critical documents we'll need to see.

The Fifth Directive, Money Laundering Regulations mean where rental income is the equivalent of €10,000 per calendar month or more, we must complete Client Due Diligence (CDD) checks on our clients before we market a property. We also need to complete CDD checks on prospective tenants, any guarantors or any permitted occupiers once an offer is agreed and before any rent or tenancy deposit funds are received and before the tenancy agreement can be signed. If your property falls into this category, we may require additional information to ensure we comply with the legislation.

To avoid any delays marketing a property if you are letting through a company or trust and you have an accountant or solicitor, they can help you start collating relevant documentation. Please **click here** to read the requirements and process we'll be following.

PROTECTING YOU AND US

We have a policy for how we hold and may use your personal details in the provision of our services. Our privacy policy explains how we use the information that we collect about you, how you can instruct us if you prefer to limit the use of that information and procedures, we have in place to safeguard your privacy. Further details can be found on **our website**.

As a landlord, you may have obligations under the Data Protection Act 2018 to register as a data controller with the Information Commissioner's Office. You can contact the ICO via their website: **http://ico.org.uk** or their helpline: 0303 123 1113 to find out your responsibilities and whether registration is required. Alternatively, you may wish to seek legal advice.

KEEPING YOUR MONEY SAFE

The National Crime Agency (NCA) has warned of a surge in email scams. Fake emails are being sent by scammers in a bid to steal bank account and personal details.

Never give private or personal information (such as bank details or passwords), reply to text messages, download attachments or click on any links in emails unless you are sure they are genuine.

We'll never change our bank details during a transaction with you, so if you get an email, text message or phone call from 'Savills' that:

- tells you new bank details to make payments to
- asks for your personal or payment information
- tells you about a rebate or penalty.

Please email us at **lcs@savills.com** before taking any action.

For all new landlords we'll need your bank details so when the time comes we'll be able to pass rent to you without delay. Our accounts department will contact you to verify your account before making the first payment. During the tenancy we won't be able to change your bank details for one off payments, if you wish money to go to another account you'll need to do this yourself.

ANY FUNDS WE HOLD ON YOUR BEHALF ARE SECURE IN A CLIENT ACCOUNT

Funds held in this designated account are protected through the RICS client money protection scheme. For exclusions and limits, visit **their website**.

IF YOU HAVE A MORTGAGE, YOU'LL NEED PERMISSION TO LET FROM YOUR MORTGAGE PROVIDER

Some tenants, particularly corporate ones, also have to see the consent before they can sign the tenancy agreement (TA).

ANY FREEHOLDER/SUPERIOR LANDLORD OR RESIDENTS ASSOCIATION WILL ALSO NEED TO GIVE CONSENT

We'll need to see (and give to your tenants before they sign the TA) a copy of any specific clauses your tenant must comply under the head lease which must be clearly highlighted.

And we'll also need contact details of any block managers or resident's association to give to the tenants.

WE MUST GIVE ACCURATE INFORMATION ABOUT YOUR PROPERTY ON THE MARKETING DETAILS

Under the Consumer Protection from Unfair Trading Regulations 2008 (CPRs), we need to tell applicants everything that could affect whether or not they decide to rent your property before they come to view.

For example, if the property is under a flight path, next to a busy road, backs onto a railway line or is near a tube station and there will be noise and or vibration, we must tell them. This includes something the property doesn't have, such as mains gas connection or WiFi connectivity.

You'll need to check your local authorities' website to see if any applications for works, extensions, refurbishment and so on are pending, granted or have been refused. And you must tell us immediately as we must advise applicants before they come to view your property.

If you don't tell us and we market your property and find a tenant without having told them, if any development work impact on tenant's quiet enjoyment (for example building work noise, additional traffic noise, unsightly scaffolding and so on) they will be able to make a claim against you for compensation and may also wish to end their tenancy. You must keep checking the website and letting us know of anything you find out until the day your tenant moves in.

We have many ways of marketing properties including the following:

- matching your property to our extensive register of potential tenants
- property brochures to include, at our cost, professional photography and floor plans
- office windows
- national, regional or local newspapers and/or magazines
- to let boards
- through our in-house regional PR team.

Your local office team will discuss which of these apply to your property.

As well as appearing on our portal **savills.co.uk**, your property will also be featured on: **rightmove.co.uk**, **onthemarket.com**, **zoopla.co.uk** and **primelocation.com**

PROTECTING YOUR HOME OR PORTFOLIO FROM THE RISK OF PROPERTY FRAUD

What is property fraud?

Title fraud is a digital crime that can result in a home owner's property being stolen when a fraudster changes the title deeds without the home owner's knowledge.

Unauthorised tenant activities such as unapproved sub-letting and registering companies at rental addresses are increasing.

To mitigate these risks Title Guardian offer a 24/7 service which monitors thousands of digital sources for signs of suspicious activity when taking place against a property owners identity or property addresses.

If any suspicious activity is raised, you'll be instantly notified of the fraud threat.

To set up 24/7 protection, download the Title Guardian app:

- Set up your account
- Register your properties
- Select a payment plan
- Verify your ownership – have your driving licence or passport to hand.

To learn more about their product, the prices and to sign up please visit Title Guardian's **website.**

We will be paid commission if you engage a service through Title Guardian.



IF YOU'D LIKE TO DISPLAY A 'TO LET' BOARD (OR SIMILAR) YOU'LL NEED TO CONFIRM YOU HAVE PERMISSION

Some local authorities don't allow sign boards of any kind to be displayed.

Before we can instruct anyone to erect a board, we'll need your written permission by signing your confirmation of instruction and confirmation from you in writing that a sign board is allowed by your local authority.

PRIVATE RENTED SECTOR PROPERTY LICENSING AND HMO MANAGEMENT

Before reading this section, you must read our **Licensing and HMO guide**. When you sign our confirmation of instruction form, you're agreeing and accepting to have done this and taken all necessary actions.

There are some important definitions that you need to know about for this section.

HMO: HOUSE IN MULTIPLE OCCUPATION

Household: either a single person or members of the same family who live together.

A family includes people who are:

- married or living together
- relatives or half-relatives, for example grandparents, aunts, uncles, siblings
- step-parents and step-children
- household staff such as a nanny or au pair.

Small/basic HMO: any property let to three or four tenants who aren't all part of the same household where some or all of the bathroom and or kitchen facilities are shared.

Large HMO: any property let to five or more tenants who aren't all part of the same household where some or all of the bathroom and or kitchen facilities are shared.

Every HMO whether it needs a licence or not must comply with the HMO Management Regulations 2006.

There are three types of private rented sector licences:

Mandatory: you will need a mandatory licence anywhere in England if you rent a property as a large HMO.

Additional: you will only need an additional licence if your local authority have introduced an additional licensing scheme. Usually you'll need an additional licence if you rent your property as a small/basic HMO and your property falls into an additional licensing area.

Selective: this applies to any rented property, regardless of whether it is an HMO or not. You'll only need a selective licence, if your local authority have introduced a selective licensing scheme and your property is rented and in the selective licensing area.

It is the law for every local authority in England to run mandatory licensing schemes. They can choose to run an additional or selective scheme (or both) alongside their mandatory scheme at their discretion. The rules, application and cost of each licence can be completely different from borough to borough and local authorities are not always clear about when they introduce new schemes or change existing ones. You must check with your local authority what you must do for your property in your area and regularly re-check during any tenancy (at least quarterly) to make sure that nothing changes.

If your property needs a licence, we can put you in contact with a licensing company who can apply for the licence in your name. When you speak to them, they'll let you know what information they'll need and discuss their charges with you. If we're managing your property, we'll provide them with the information we hold but you'll need to complete their application form and provide them with any other data they need. If you instruct them following an introduction by us, they'll pay us commission.

YOU'LL NEED SPECIFIC RENTAL INSURANCE TO PROTECT YOUR PROPERTY

Your tenant will be advised to get contents insurance for their possessions, but you'll need specialised rental insurance for the building and any contents you leave.

Even if your property is let 'unfurnished' make sure you are covered for your possessions such as carpets, flooring, curtains and white goods. You should tell your insurer of any high value items as these might need a greater level of cover. If you don't get the right policy for letting; such as cover for accidental damage to the property or cover for accidents or injury to the tenant or any visitors to the property any claim may be invalid.

You'll need to update the insurance company with any changes, such as if you are planning a tenancy renewal or a new tenant moves in.

We'll need to see a copy of your policies, which we'll give to your tenant. If we are to manage your property, we'll also need the insurance company's full contact details.

The Lettings Hub, the insurance provider we work with, offer specialist landlord policies.

You can contact The Lettings Hub, on 0345 450 9903 or email them at savills. **insurance@lettingshub.co.uk** or visit their **website** to review their products and select an on-line quote. When you quote 'Savills' they will apply a reduced rate.

EVICTION COVER MAY BE INCLUDED IN ANY LETTINGS HUB ACCEPT AST TENANT REFERENCE

When an Assured Shorthold Tenancy tenant pays their rent monthly and passes an elite reference through The Lettings Hub the reference will include access to their free eviction service. This means that in the unlikely event your tenant stops paying rent, once they reach two months in arrears within the first 12 months after the tenancy start date, as long as the recommendations and requirements of the reference have been complied with, the process will be handled for you from the paperwork submissions to the court costs until you gain vacant possession.

You'll be responsible for telling The Lettings Hub if you need to use this service.

As now, you would still need to pursue the tenant separately for any rent owed.

YOU SHOULD CONSIDER TAKING INSURANCE TO PROTECT YOU IN CASE YOUR TENANTS CIRCUMSTANCES CHANGE

Referencing is a snapshot in time to help landlords make an informed decision on whether to proceed with a prospective tenant or choose another. The reference provider reviews the tenant's declared income and any detrimental credit data and provides a report indicating whether the facts evidence if they should be able to afford the rental amount for the property they've placed an offer on or not.

However, circumstances can change and as such The Lettings Hub offer our landlords with tenants who pay monthly on an assured shorthold tenancy agreements the option of buying a competitively priced insurance cover which provides cover for any rent arrears and associated legal costs. This cover is significantly more comprehensive than the first 12 months of eviction only cover explained above.

If you contact TLH they can explain all insurance options whether you need insurance now or at renewal and explain their most up-to-date policy prices. Remember to quote 'Savills' to benefit from a reduced rate. You can learn more by emailing The Lettings Hub at savills. **insurance@lettingshub.co.uk** and asking for a call back or by visiting their website here: **R&L quote.**

If you select any insurance product through The Lettings Hub we may be paid commission.



YOU'LL NEED TO UNDERSTAND TAX IMPLICATIONS WHEN LETTING YOUR PROPERTY

The taxes you may need to pay include:

- stamp duty land tax when you purchase the property
- capital gains tax if you sell the property for more than you bought it (new 2020 legislation affected the amount of CGT you may need to pay)
- income tax on any rental profits.

If rent is paid direct to you by the tenant and you live abroad for more than six months each year, your tenant will need to have your contact details (full name and current address) and HMRC will need to know what rental income you've received.

The amount you'll need to pay will be based upon five main factors:

- your personal tax situation
- the reasons for your original investment in property
- your level of ownership if you own a property with someone else
- the effect of adding property earnings to your personal wealth
- whether you are a UK or non-UK resident from a tax perspective.

SOME OF YOUR COSTS CAN BE DEDUCTED FROM YOUR RENTAL INCOME

There are some 'allowable' expenses that can be deducted, and you should keep up to date with the list of these as they change but currently include:

- buildings, contents and legal insurances
- ground rent and service charges
- agency, legal and accountants' fees
- service costs included in the rent for example, utility bills and cleaning
- costs for maintenance, repairs and redecoration inside and out, but not for any improvements.

INCOME TAX ON RENTAL RECEIVED

If your property is registered on the land registry as 'jointly owned', HMRC would expect to see the income allocated equally between the joint owners and that is how we will account for the rent paid to you. If you want to receive rent in unequal shares we must see an original or certified copy of a Declaration of Trust or a copy of the official letter from a solicitor, to confirm the different apportionment between the agreed parties.

We'll also need to know whether you are a UK resident or living overseas. If you live outside the UK for more than 183 days during a tax year (it doesn't need to be consecutive) you're a non-resident landlord (NRL) and will need approval from HMRC to receive rent without deduction.

Actions you must take:

- If you have HMRC approval, please contact them to give them our agency number*, you'll need to ask them to send us confirmation of your status.
  · If you haven't already applied for approval, you can do so by going to www.gov.uk, search NRL and apply online.

*Our Savills agency approval number for on-line forms is: NA-08205 and the number to use for postal forms is: NA-008205. Please use Savills (UK) Ltd, 1 Church Road, Richmond-Upon-Thames, TW9 2QE as the address.

Once your application is processed the HMRC confirm to us that we can release rent without deduction.

If you don't register as part of the NRL scheme we must deduct tax before we pay you the rent. If we have to make deductions we'll charge you every quarter in line with our terms of business.

Our process is that overseas landlords must have a UK appointed agent to receive rent and not ask tenants to pay rent to them directly. This is because it would expose their tenant to the requirements of HMRC to account for tax.

VALUATION

Our Valuation team has extensive experience, gained throughout the country in all types of property. The team provides detailed specialist valuations across multiple sectors including:

- large single dwellings
- Residential investment such as portfolio and PRS/Build to Rent
- development land, with and without planning permission
- all major commercial property types such as offices, industrial and retail.

The valuers act on behalf of a range of clients to include:

- private individuals
- private equity
- national property investors
- companies
- charities
- all major lenders
- developers & house builders
- institutions.

They're assisted by access to market leading research and specialist agency teams, providing valuation advice for:

- taxation;
- accounts purposes;
- portfolio;
- loan security;
- viability and consultancy;
- mergers and acquisitions;
- exercising of option and promotion agreements;

They're here to help if you have any valuation requirements, please contact them at: **ValuationServices@savills.com**

THIS IS NOT A FULL LIST OF ALL TAX RELATED OBLIGATIONS

You should seek professional property tax advice to make sure you are paying the right level of tax at the right time. Your advisor will need full details of all of your earnings and assets. And, remember you must keep all tax related information, for example your earnings and costs, for six years. Use the **government online guide**, to find out your tax obligations and how to work out your rental income if you let your property[1].



GETTING YOUR PROPERTY READY AND LOOKING AFTER YOUR TENANTS

All of the below need to happen, and they're your responsibility and at your cost as the landlord. You'll also need to organise them unless you choose our managed service when we'll do most of this for you.

IF YOU ARE PLANNING A CONSTRUCTION PROJECT, OR ARE INSTRUCTING WORKS THROUGH MORE THAN ONE CONTRACTOR, IT MUST BE MANAGED UNDER THE CONSTRUCTION (DESIGN AND MANAGEMENT) REGULATIONS 2015 (CDM)

The CDM legislation has been put into place to improve health and safety during works (all sizes and types). It is the landlord's responsibility to make sure that any construction project is set up and managed following these guidelines.

Works must be planned ensuring risks are known and communicated. The works must be completed by the right people, on the right job, at the right time. The requirements are strict and complex. If you are planning works including: repairs, maintenance, work on gas, electrical, heating and other systems you must read the full details at **hse.gov.uk** as the CDM regulations may apply.

Our interior services team can project manage your works for you, please contact them for details of their service and costs at **interiorservices@savills.com**

YOU MUST PROVIDE A WELL MAINTAINED SAFE AND HEALTHY ENVIRONMENT FOR THE WHOLE TIME YOUR TENANT STAYS IN YOUR PROPERTY

You are responsible for keeping your property in repair:

- the general good condition and maintenance of the property, contents, fixtures and fittings
- the structure and exterior, for example, the walls, roof, foundations, drains, guttering and external pipes, windows and external doors
- basins, sinks, baths, toilets and their pipework
- water and gas pipes, electrical wiring, water tanks, boilers, radiators, gas fires, fitted electric fires or fitted heaters.

These requirements fall under sections 11 to 16 of the **Landlord and Tenant Act 1985** (as amended by the Housing Act 1988) as well as the **Homes (Fitness for Human Habitation) Act 2018**. From March 2020 this act will also apply to all tenancies.

IF YOU'RE LEAVING BLINDS AT THE PROPERTY THE CORDS MUST MEET SAFETY REGULATIONS

This means new blinds installed since 2014 with looped cords have to be manufactured with child safety devices installed or such devises must be sold with the blind.

However, blinds installed earlier may not have these features, it's your responsibility to make sure any blinds you leave in the property are safe. All blinds should have a tidy, tensioner or a cleat: tidies and tensioners should be firmly fixed to an adjoining surface so that the cord or chain are permanently held tight. Cleats should be positioned out of children's reach on an adjacent surface, at least 1.5 metres from the floor. You must follow the manufactures instructions for installing the blinds. Go to the **government website** to read the full rules.

DOES YOUR PROPERTY HAVE CLADDING?

The Department for Levelling Up, Housing and Communities (DLUHC) has established a Building Safety Programme to make sure that buildings are safe – and people feel safe – now, and in the future.

The government has banned combustible materials in the external walls of high-rise residential buildings of 18 metres (6 floors) and over.

Under Consumer Protection Regulation's the applicant must be told before they view the property if the property has any form of cladding, no matter how many floors it may have. The applicant needs to understand the full picture so they can make an informed decision before they decide to live in the property.

If your let property has an exterior surface which contains cladding you must tell us before we start marketing your property.

Please email us at **LCS@savills.com** and let us know your contact details and the affected property address.

MOST PROPERTIES NEED AN ENERGY PERFORMANCE CERTIFICATE (EPC)

Most properties need an EPC although there will be some exceptions. If your property needs an EPC, we can only market it once the EPC is done and applicants should only view the property when they've been given a copy of it.

Each local authority will police this differently, but you could face a fine of up to £5,000 per property, per breach of the regulations.

THE MINIMUM ENERGY EFFICIENCY STANDARDS (MEES) PLACES RESTRICTION ON CERTAIN LETTINGS

Minimum Energy Efficiency Standards (MEES) legislation came into force on 1 April 2020 which affects all properties whether listed or not. If your property has an EPC rating of F or G if you haven't already done so, you'll need to take action to be able to rent your property after this date.

The key things you need to know about the new MEES legislation:

- it affects properties with an EPC rating of F or G
- you can apply for an **exemption in certain circumstances**
- if your property is listed even if you have an exemption action may be needed.

If your EPC has not been recently provided it's worth having an up to date one done as the providers software has been updated and changes such as energy efficient light bulbs have an effect, you may find your rating has improved.

Please click here to follow our **easy workflow** as well as **visit the Government website** to see the full guidance.

The Government plans to raise the minimum energy efficiency standards for assured shorthold tenancies from an 'E' rating to at least a band 'C' rating. This change will apply to new tenancies from 2028 and for all tenancies by 2030.

A property's energy efficiency may impact influence a tenant's decision to rent it. To support you in making the best decisions for your property, please review our energy efficiency **top tips flyer** for top tips of the considerations things you may need to consider if your property is rated D-G.

ANYONE WHO VIEWS THE PROPERTY NEEDS TO KNOW IF YOU'VE GOT AN EXISTING GREEN DEAL PLAN IN PLACE

As the tenant will have to maintain the relevant payments, they'll need to be given details before they view the property.

For all information visit the **Government website**.

CLEANING IS OFTEN AN AREA OF DEBATE AND REGULARLY AN ISSUE AT CHECK-OUT TIME IF NOT MANAGED WELL FROM THE START OF THE TENANCY

To give your property the best chance of being rented, you should always have it clean and tidy for viewings; it's no different to when you're selling your home.

As soon as it is empty you should have it cleaned to a professional standard. You might also need a top up clean just before your tenants move in depending on the time lapse. A spotless property at the start of the tenancy greatly reduces the chance of any disputes over cleanliness at the end.

It's important not to forget upholstery, appliances, sanitary ware, soft furnishings, curtains, windows, carpets. We'd suggest you make good any damage such as picture hooks, shelves, skirting board and walls or flooring scuffs, dents, and so on.

We've detailed the minimum cleaning standards at the end of this guide; you should give this to your cleaning company, if these are not met and we have to organise extra cleaning, our time and the contractors cost will be charged to you.

If you're letting your property fully furnished just before your tenants move in, any bed linen and towels should be freshly and professionally washed, dried, ironed and left in the right rooms.

You must give receipts for all cleaning work to the inventory clerk.

AS THE PROPERTY MARKET IS SO COMPETITIVE TENANTS WILL BE DEMANDING ON STANDARDS

They'll expect properties to be presented in good decorative order, we'll let you know if there's anything you need to do as this is your responsibility.

Our interior services team, whether we manage your property or not, can also project manage substantial refurbishments or upgrading/essential works which are best done when the property is vacant.

During their tenancy, if tenants want to make any changes, they'll need your written agreement.

SOME TENANTS MAY PREFER A FURNISHED PROPERTY

Normally the demand for furnished properties is higher in London than in the country. If a tenant wants a property to be furnished but you don't want your furniture to be used, our interior services team can help you furnish the property. They'll either quote for buying furniture new or hiring a furniture package.

You can email them at **interiorservices@savills.com** to learn more about their services.

PETS DON'T HAVE TO BE AN ISSUE AS LONG AS THE GROUND RULES ARE CLEAR

With a growing number of families owning a pet, your property will appeal to a wider audience if you'll let to tenants who have them. You should make sure your tenancy agreement specially negotiated clause defines the type of pet, age and breed you're agreeing to, and is clear about the tenant's responsibilities during and at the tenancy end.

If you've evidenced that either allergies or your head lease conditions state 'no pets', we must include this on the property brochure and make sure applicants are aware before they view the property.

A standard tenancy agreement cannot include a clause saying, 'no pets' as this would be 'unfair', however when this is individually negotiated it can and it should be included in the tenancy agreement specially negotiated clauses.

ASSURED SHORTHOLD TENANCIES (AST)	NON-HOUSING ACT TENANCIES (NHA)
The property may be advertised at two rents, one for if the tenant has a pet and one if not. This is to support any additional cleaning required at the tenancy end or increased wear and tear.	If the tenant (or any other occupier) has a pet, we'll usually take the equivalent to a minimum of 8 weeks which is two weeks more than a standard deposit to support any additional cleaning required at the tenancy end.

IF YOU DON'T WANT TENANTS TO SMOKE THIS NEEDS TO BE ADDED AS A SPECIALLY AGREED CLAUSE AND AGREED WITH YOUR TENANT

It's the same as for pets, there can't be a standard clause saying, 'no smoking'.

You'll need to let us know before we start marketing and any viewings. If you agree to smokers a 'separately negotiated' clause should be included in the tenancy agreement.

ALL PEOPLE WHO VIEW, AND YOUR CHOSEN TENANTS MUST BE AWARE OF ANY RESTRICTED AREAS AT THE PROPERTY

Otherwise, it is assumed they'll have access to and the right to use the whole property for the whole time they're living there.

But, if you don't want them to use particular rooms or areas such as lofts, garages, sheds or outbuildings, applicants will need to be told before they view the property, and it must be included on the marketing details. If any spaces with restricted access contain; water tanks or pipe work, meters that might need reading, or lead to other areas, the access arrangements must be clear.

Inventory clerks won't check lofts, roof voids or any difficult to access areas such as cellars. Anything you leave in these locations won't be included on the inventory and if missing at the end of tenancy it will be impossible to prove they were there at the start.

We'd recommend that anything of personal or monetary value or in a restricted access area is removed before the tenancy start to avoid any issues at the end. But if you do leave anything of value either in a restricted or non-restricted area it should be noted in the tenancy agreement and covered through your insurance policy.

Every item left at the property (including any areas with restricted access) must comply with the furniture fire and safety regulations, we mention these in more detail in the section 'Your health and safety responsibilities'.

YOU'LL NEED TO GIVE EACH NAMED TENANT A FULL SET OF KEYS

They'll each need a full set to get in and out of the property, including fobs for alarms or remote-controlled equipment such as electric gates and so on. Window, outbuilding and security lock keys must all be left, clearly labelled, in the property ready for the tenant. All keys, remotes and fobs will be listed on the inventory.

If we're managing your property, we'll also need a full set.

THE KITCHEN IS THE HEART OF THE HOME

Whether you let your property furnished or unfurnished, kitchens should have good quality appliances in working order. As a minimum, a tenant will expect a cooker, fridge / freezer, dishwasher, washing machine, tumble dryer and microwave. You'll be responsible for their repair or replacement if they break down during the tenancy unless it's due to the tenants negligence.

If you've any water softener systems, the maintenance will be down to you. Your tenant will need instructions on how to operate the system.

MAKING SURE THE CHIMNEYS ARE SWEPT

Carbon monoxide can be produced when you burn wood or coal in your fireplace. You must make sure all chimneys are swept at least once a year, and ideally before any tenancy starts.

A carbon monoxide monitor must be provided and positioned at least one meter away from the chimney.

Your tenant should leave any chimneys as they found them at the start of the tenancy.

IF YOU'VE A MACERATOR OR SANIFLO SYSTEM, THE TENANT WILL NEED INSTRUCTIONS

You must leave the manual so the tenant knows what they can and can't do and you'll need to put a sticker which says 'do not turn off' on the plug.

CHECKING THE AIR CONDITIONING

If you've got an air conditioning unit with an output that's more than 12 kW, you have to get it checked every year.

FIND OUT, AND LET US KNOW, WHETHER YOUR DRAINAGE IS MANAGED THROUGH A SEPTIC TANK OR A CESSPIT

If it's a septic tank you might need to have it upgraded or even replaced following the January 2020 legislation.

A cesspit is a sealed underground tank that collects wastewater and sewage, it acts as a holding tank and there is no processing or treatment involved. A cesspit is usually located underground with a manhole cover giving access for waste collection. It needs emptying when full, many have an alarm alert, the regularity will vary depending on its capacity and degree of use, but it could be around every 45 days.

A septic tank is considered to be part of a sewage treatment system, it's buried underground in the same way as a cesspit but has two chambers and an outlet that runs to a soak-away. They typically require emptying every 12 months. This is the favoured and more common option for waste-water collection.

You'll need to tell us when you sign our confirmation of instruction form. For further guidance, please visit the **government's website**.

ANY CESSPITS/SEPTIC TANKS WILL NEED EMPTYING

We'd recommend that you arrange for these to be emptied before the tenancy starts. It's the tenant's responsibility to empty it when they leave.

ANY OIL/CALOR GAS USED BY THE TENANT WILL BE AT THEIR COST, UNLESS OTHERWISE AGREED

You should leave the tank at least 25% full for the start of the tenancy, the inventory clerk should mark the level of the tank on the check-in report. At the end of the tenancy, the tenant should leave it at the same level as it was noted on their check-in report.

IF YOU'VE GOT AN ELECTRICAL CAR CHARGING POINT, YOU'LL NEED TO TELL US

As the number of people owning electrical cars continues to grow a tenant may ask your permission to install one, at their own expense. As each scenario can differ your local office will discuss what's needed if the question arises. It would need to be installed by a professional contractor and we'll ask for a certificate of compliance. It will have to be included on the EICR at the next test.

ANY OUTSIDE SPACE AND GARDENS SHOULD BE LEFT IN NEAT AND TIDY SEASONAL CONDITION

Tenants are responsible for the day-to-day garden maintenance, their responsibilities for looking after the outside space will be outlined in their tenancy agreement. Landlords are typically responsible for trimming, cutting back and lopping of hedges, trees, shrubs and so on which are seen as too much for a tenant to handle. We'd recommend you provide gardening tools/mowing equipment for the tenant to use, however this is not essential. If you wish for a tenant to be responsible for anything outside of their tenancy agreement or if you want a third-party contractor to look after it, you'll need to arrange and pay for this yourself.

It should be very clear, in the specially negotiated clauses to the tenancy agreement, if you have any special 'caring' instructions for particular trees, shrubs, plants and so on so the tenant knows what they're expected to or not to do. The tenant cannot be held responsible for any plants or trees and such like that die. So, if anything holds sentimental value you should consider continuing to care for it yourself or moving it. The clause must also detail exactly who is responsible during the tenancy for looking after all parts of the outdoor space and gardens.

YOU'LL NEED TO MAKE SURE PRECAUTIONS ARE TAKEN TO MAKE SURE ANY SWIMMING POOLS AND THE SURROUNDING AREAS ARE SAFE

The **H&S Executive swimming pool guidance** highlights the risks associated with swimming pool operation and use and explains precautions which may be taken to help achieve a safer environment for people who use swimming pools and contractors/ employees who maintain them[1].

This may include adding locks or codes to doors if it's an indoor pool, or fences and gates if it's an outdoor pool.

For any AST tenancies it's important that any marketing material makes it clear who is responsible for looking after the swimming pool.

A tenant can elect to take on the responsibility however if they chose this option you must show them how to open, look after and close the pool.

If you want a specific third-party contractor to open the pool, look after it during the tenancy (for example adding chemicals and so on) and close it at the tenancy end you'll need to arrange and pay for this yourself. You can reflect this in the rental amount you set when marketing the property.

Your tenancy agreement specially negotiated clause should make the responsibilities very clear.

WE'D RECOMMEND YOU ORGANISE A MAINTENANCE CONTRACT FOR ANY SUMP PUMPS

And this should be done before your tenant moves in.

WE AREN'T ALLOWED TO SPEAK TO ANY OF YOUR TELECOM PROVIDERS ON YOUR BEHALF

So, whether you've taken our managed service or not, we can't organise any telephone, satellite, cable or broadband services. Outgoing and incoming occupants must speak directly to the relevant providers.

You must provide a working line for telephone (if your tenant requests one) and internet connection. As tenants are legally allowed to change the telephone number and or provider, if you wish to reserve your number you must contact your provider to understand any cost implications and agree the process.

Any TV aerial will be your responsibility to maintain but the tenant must arrange, and pay for, the TV licence.

IF ANY OF THE UTILITIES ARE COMMUNAL AND THE BILLS ARE CHARGED TO YOU, WE NEED TO KNOW

You'll need to tell us how the bills are calculated and whether or not they'll be included in the rent. If the tenant is to pay you can only charge for what they use, and you'll have to give them the itemised company invoice before you request payment.

To make sure you meet deadlines you may need to pay the invoice when you get it and claim from the tenant after.

To avoid any confusion, we'd suggest that you pay the communal bills and they are included in the rent. You should speak to your local office team to discuss.

LANDLORD GUIDE



YOUR HEALTH AND SAFETY RESPONSIBILITIES

It's vital you get all checks and any resulting work done, before the tenancy starts. These are all legal requirements and if any of them don't happen, you could be fined or even imprisoned.

HEALTH AND SAFETY CHECKS WILL BE NEEDED FOR EVERYTHING LISTED BELOW

If you take our managed service, once you've told us you need them, we'll arrange these for you, any contractor's invoices will be at your cost. If you don't take a managed service, we can still organise these for you, but we'll charge for our time and the contractor's cost.

ALL GAS APPLIANCES, PIPEWORK, FLUES AND BOILERS MUST BE MAINTAINED IN A SAFE CONDITION

They must be serviced as per the manufacturer's instructions; if these aren't available you should at least have them serviced annually. It's a legal requirement to have the gas checks done annually. Only gas safe registered engineers can do the checks and certificates, if you're organising these yourself you should check their membership is up to date to make sure their report will be valid.

If you already have a gas safety record, for it to be valid it'll need at least 30 days left to run and you'll need to give a copy to your tenant before their move in day. If you need to organise a new one, please book it for at least seven working days before the start of the tenancy to make sure you'll have enough time to organise any work needed before your tenants arrive. A gas safety record is different to a boiler service.

During the tenancy any updated gas records must be given to tenants within 28 days of being done.

You'll need to tell your tenants where to turn the gas off in an emergency, the emergency shut off valves must be marked, and you'll need to give them the National Grid's gas emergency number 0800 111 999[1].

PREVENTING SCALDING RISK FROM COLD WATER STORAGE TANKS

Although rare, there have been a number of reported incidents of scalding from overheating cold water storage tanks, with two very similar fatal incidents where a large volume of near boiling water poured through bedroom ceilings onto occupants sleeping below.

Is there an electric immersion heater and a connected cold-water tank with the tank located above a bedroom in your property? If so, whilst particular attention should be given to systems over 10 years old (most likely properties built between 1945 and 1975), there are a number of steps you must take to reduce the overheating risk:

- make occupants aware of warning signs such as excessive noise from the cold-water tank which indicate possible thermostat failure and overheating of the water.

- make sure any cold-water storage tanks are installed on an adequate storage base. Issues have arisen when tanks were not supported across their entire area
- have a safety cut-out feature fitted to limit the temperature of the stored water in case the thermostat fails.

Prevention would be not to have tanks connected to such systems above bedrooms in the first place.

YOU'LL NEED EVIDENCE THAT YOUR ELECTRICAL APPLIANCES AND FIXED WIRING ARE SAFE AND MAINTAINED FOR THE WHOLE TIME YOUR TENANT IS LIVING IN THE PROPERTY

Every tenant entering into a new or renewed tenancy signed and started on or after 1 June 2020 must receive a copy of the EICR (Electrical Installation Condition Report) before they move in. Your penalty for not doing this can be a fine of up to £30,000.

Electrical checks have to be completed at least every five years unless the electrical contractor says this needs to be sooner. This must be completed by either a qualified and competent person or if you wish to use a contractor who isn't a scheme member you must send the below checklist to the contractor who must confirm before they start work that they comply with each point:

CHECKLIST

You should check that:

- there is adequate insurance. This should include at least £2 million public liability insurance and £250,000 professional indemnity insurance.
- they hold a qualification covering the current version of the wiring regulations (BS 7671).
- they hold a qualification covering the periodic inspection, testing and certification of electrical installations
- they have at least two years' experience in carrying out periodic inspection and testing.

If contractors are a member of a competent person scheme, or to check if they are, please also click on the following link to make sure they are qualified to carry out electrical testing **Electrical Competent Persons Register**.

You must complete any works repair or replacements indicated on the report and you must:

(a) get written confirmation (usually a detailed invoice) that the work has been carried out where required that the electrical safety standards are met

(b) supply that written confirmation, together with a copy of the report to each existing tenant and the local authority within 28 days of completion of the work.

Unsatisfactory codes are:

- C1 – Danger present, risk of injury, immediate remedial action required
- C2 – Potentially dangerous, urgent remedial action required
- FI – Further investigation (FI) is required without delay.

A satisfactory code is:

- C3 – these are improvement recommendations (they are not mandatory), it is advisable to complete the works.

If you have an Electrical Installation Certificate (EIC) that is dated five years ago or longer you must also take action and instruct an EICR as the new rules say the maximum time between testing is five years (even where the installer originally advised otherwise).

You must have a valid EICR for the whole time you have a tenant in your property.

You should also have Portable Appliance Test (PAT) checks completed, again by a qualified and competent person. You should visit the Electrical Competent Persons Register to find a suitable contractor. If the worst were to happen during the tenancy and you hadn't done this, your insurance may be invalid and the Health and Safety Executive (HSE), and or your tenant, could take legal action against you if you can't prove your let property was electrically safe. All appliances must have the CE marking or similar evidence of its compliance with EU legislation.

If the PAT records there's any work or replacements needed, this must happen before the tenancy starts.

OIL AND OR SOLID FUEL HEATING

Oil and solid fuel, like gas are fossil fuels which when burned can give off carbon monoxide. It's important to have your oil boiler or any solid fuel appliances linked to your heating and hot water system checked and serviced by an OFTEC or HEATAS engineer before any tenancy starts and then at least annually.

BIO ETHANOL FUELLED FIRES

Bio ethanol fuel (both liquid and gel forms) is highly flammable. You should always choose a fireplace with an integral spill tray which will reduce the risk of spillages when the fires are being refuelled. You must leave the manufacturers' instructions for the tenant, so they are clear on the process to follow for refuelling and know how to do so in a safe manner.

Please **click here** to read our complete safety instructions.



FITTING SMOKE AND CARBON MONOXIDE ALARMS BEFORE THE TENANCY STARTS

The British Safety Standards best practice guidance is for all properties to have hard-wired smoke detectors in every hall and landing (the common areas) as well as the living room and a hard-wired heat detector in the kitchen. All of these detectors should be mains wired and interlinked.

If you're having any electrical work done, now is the time to consider raising the safety standard of your home.

If the smoke alarm is wired into the electrical system, you'll need to maintain it as per the manufacturer's instructions, if its battery operated you should use Lithium batteries which last for 10 years.

You must have a working carbon monoxide detector anywhere there is a gas, solid fuel or oil burning appliance, for example a boiler, cooker, hob, heater, wood or gas fire. Whilst the tops tips are to place the alarms; at head height; at least one metre away from the appliance or working open fire and not place them in a cupboard, behind furniture or near ventilation areas (for example: extraction fans). You should always follow the full manufacturer's instructions for use.

You or the inventory clerk must test them on the first day of the tenancy to make sure they are working properly, and you must keep a record of this check. If your tenant tells you that either the smoke alarm and / or carbon monoxide alarm are not working you must immediately arrange for them to be fixed or replaced.

Both smoke and carbon monoxide alarms have a 'useful' life span, you must make a note of this date and ensure you replace them before they reach their expiry date.

For more information please visit the Electrical Safety Council's **guidance on fire safety** and the NRLA's **guidance on carbon monoxide** safety requirements.

REDUCING AIR POLLUTION, WHAT THIS MEANS IF YOU HAVE A WOOD-BURNING STOVE

The **Governments Clear Air Strategy** is aimed at improving air quality, there is still a lot that can be done to reduce harmful emissions.



The increase in burning solid fuels in our homes is having an impact on our air quality and now makes up the single largest contributor of solid particle and liquid emissions.

In 2022 the new EU Ecodesign regulations will come into force, which will mean that all new stoves will need to meet agreed emissions standards, regardless of where they are used. The sale of stoves that don't meet the standards will be banned.

The Government are also encouraging the sale of cleaner wood and ask those who own older, less green stoves to consider upgrading. They may also introduce "no-burn notices" giving councils the power to block people from using their stoves on days when air quality is particularly low.

CHECKING YOUR FURNITURE AND FURNISHINGS

You'll need to show us evidence that any soft furnishings in your property comply with furniture fire and safety regulations. We'll need to see the fixed labels, or receipts that prove you bought the items new and after 1990. Anything that doesn't comply must be removed from the property before the tenancy starts.

If you're unsure about any of the items you're leaving, please check the **guidance on fire safety regulations**.

MAKING ANY ASBESTOS CHECKS

Asbestos is known to be dangerous when it is broken down or damaged. But, due to its age, we're finding cases where asbestos is starting to deteriorate. It's important to know if your property or outbuildings and so on, have any asbestos.

Where you know, or suspect there might be any asbestos, you'll need to arrange for an asbestos survey. If the survey says you need any work done, or asbestos is found you'll need a management plan. This must be in place before the tenancy starts.

If you already have an asbestos management plan or have to get one, we'll need to see a copy of the report and let the tenants know.

ORGANISING A LEGIONELLA TEST

If your property has not been lived in for more than 14 days before a tenancy starts then at this point, or immediately before tenants check-in, you must make sure all hot and cold water outlets are run freely for a minimum of three minutes in order to purge the water system of any stale water.

In addition, if your property is 'high risk', for example if you have a swimming pool, hot tub, steam room, Jacuzzi bathtub, sauna or any water feature, a risk assessment must be done.

Any works will need to be done before the tenants move in, this will be at your cost. If we're managing your property, we can organise this for you.

If you're managing the property, we can give you the contact details of a company where we've agreed preferential terms.

Visit the **HSE's website** for guidance on reducing the risk of legionella.

ORGANISE MAINTENANCE FOR YOUR SPECIALIST EQUIPMENT

You'll need to have specialist maintenance contracts in place, which must involve the keeping of all appointments and safety testing in a logbook, if you've got any plant, mechanical or specialist equipment, such as:

- barriers, stair balustrades, balconies
- hoists
- lifts
- pressure vessels
- eye bolts
- powered gates
- sump pumps
- shutters.

It's the landlord's responsibility (unless your block manager/freeholder is evidenced to be responsible) to make sure all of the above are maintained by qualified engineers to be kept safe at all times for their tenants, any children, residents, neighbours, visitors or passers-by.

There have been a number of fatal accidents from unsafe powered gates, please read the health and safety executive guidance on the use and maintenance of these: **Powered gates: the basics.**

FIRE SAFETY IN THE HOME

Many home fires could easily be avoided, it's important that as a landlord you follow your responsibilities to keep your let property safe from fire risk. The RICS Chartered Building Surveyors have written a property guide (for domestic properties only) which amongst other things covers; the most common fire causes (such as candles, electrical circuit overloads and so on); what to do in the event of a fire as well as both you and your tenants key responsibilities.

Click here to read the article on the RICS website.

To reduce your liability surrounding any fire in any outside space at the property you should remove any type of portable heater and / or barbecue (gas, oil or charcoal) before your tenant moves in.

YOUR TENANT WILL NEED INSTRUCTION MANUALS AND EVERYTHING IN THE PROPERTY MUST BE IN GOOD WORKING ORDER UNLESS THE MARKETING MATERIAL SAID IT WASN'T

The tenant needs all information to enable them to use, and care, for everything correctly. This includes anything that needs operating or items that require special attention, for example work surfaces. Or, if for example, your alarm system is not working (and will not be fixed before the tenancy starts) it must be included on the marketing material, so the tenant knows before they view the property.

You must leave all manuals, instruction books or leaflets for cookers, microwaves, dishwashers, security systems, heating systems and so on, in the property. We recommend you create a 'house file' where you put all manuals, other useful information about the house, the area and include useful contacts. Your tenants will appreciate this especially if they're new to the area, and it'll reduce teething problems when they move in.

You'll need to tell us and your tenant details of your gas, fuel and oil suppliers (along with where any stopcocks or valves are) so we can contact them/turn them off quickly in the event of an emergency.

If you choose our managed service we'll need to know about any warranties, service history and service/maintenance agreements including all relevant company contact details.



Annual maintenance of security systems at the property is usually the landlord's responsibility, and monitoring is the tenants. If there are any associated line rental costs your tenant, and we will need to know along with the details of any key holders.

Any works needed to ensure everything is in good working order when your tenant moves in, should be done before the check-in appointment. For example, if your alarm system isn't working.

Whilst we've covered the most common health and safety considerations, there may be further legislation and guidance you need to know and follow for your property. The **health and safety executive website** will give you full details.

THE STORING OF E-BIKES AND/OR E-SCOOTERS AT YOUR PROPERTY

E-bikes and e-Scooters are powered by batteries, mostly lithium-ion batteries. Whilst most batteries, especially when the product is bought from a reputable company and is looked after in line with manufacturing guidelines - are safe, there is a risk of batteries exploding.

Whilst you can't stop a tenant from storing an e-bike and / or e-scooter at their rented property you can stipulate rules. Our tenancy agreement includes a clause which clearly lays out the conditions and the notice they must give you. Before giving written permission to the tenant you must speak to your insurance company to ensure you would not be breaching your insurance conditions. If the tenant goes ahead with the e-bike and/or e-scooter storage you must confirm to your insurance company to see if any further action is needed.

THE TENANCY PROCESS

ONCE AN OFFER IS ACCEPTED THE APPLICATION WILL BE REVIEWED

In most cases we'll use the third party referencing agency we work with, The Lettings Hub, to complete credit checks and verify the supporting documentation the applicant has provided for their references. They'll put together a Tenant Reference Report, which we'll pass to you for your review, the report fees are shown in our Terms of Business.

If you tell us you don't want references undertaken, or the applicant can't prove income however is UK based, or the applicant can't prove income and is arriving in the UK from overseas we'll follow a different process:

- where the applicant is UK based but can't prove an income source we'll ask The Lettings Hub to complete credit checks and we'll pass the report to you.
- where the applicant is arriving from overseas and can't prove income the third party referencing agency won't be able to undertake any checks and we won't provide a Tenant Reference report of any type.

There may be an option for the applicant to have a guarantor, if this is the case the guarantor would be referenced, at your cost, in the same way as the applicant and we'll pass the completed report to you for review. Alternatively they may be able to pay some or all of the rent in advance, if so we'll discuss this with you.

In all cases and whether there is a third party reference report or not, if you wish us to go ahead with the tenancy we'll ask you to sign to confirm your instructions.

The Lettings Hub have a utility set-up and management service which they'll offer to tenants. They can offer competitive rates.



YOUR APPLICANT WILL BE ASKED TO PAY AN ADVANCE PAYMENT

If you accept their offer, to show their commitment to your property, we'll ask them for an advance payment.

ASSURED SHORTHOLD TENANCIES (AST)

We'll ask the tenant for a holding deposit.

This will be equivalent to a maximum payment of one week's rent. For example, if the rental is £1,000 per calendar month the holding deposit, they'll be asked to pay will be £1,000 x 12 months / 52 weeks = £230.77 one week's rent.

Once the holding deposit is received the property should be taken off the market with all agents (unless otherwise agreed) and you, the tenant and any guarantor have until the tenancy start date unless otherwise agreed to sign the tenancy agreement. If agreed in writing by both parties this period can be reduced or extended. We will call this period the 'holding period'.

IF THE TENANT DECIDES THEY DON'T WANT TO GO AHEAD FOR ANY REASON OR, IF THE TENANCY DOESN'T PROCEED BECAUSE THE TENANT'S:

- application includes false or misleading information, which would affect your decision to rent your property to them, unless they can prove that it was given in error
- or any guarantors change their mind about going ahead with the tenancy and withdraw their application
- or any guarantors, or anyone acting on their behalf, cause any delays to the tenancy being completed
- fail to take all reasonable steps to enter into the tenancy for example; they don't provide information requested to support their application
- fail any Right to Rent checks.

You or we can keep all of the holding deposit.

IF YOU DECIDE NOT TO GO AHEAD WITH THE TENANCY AND NONE OF THE ABOVE APPLIES

The full holding deposit paid must be repaid to the person who'd made the payment within a maximum of 22 days from the date we received it or within seven days of you withdrawing from the tenancy. You would also be liable for any of our costs if we have instructed references and drafted the tenancy agreement and so on.

Once the tenancy agreement has been signed, the holding deposit will be deducted from the total monies the tenant is due to pay for the new tenancy.

NON-HOUSING ACT TENANCIES (NHA)

We'll ask the tenant for a Pre-Tenancy Application Charge (PTAC). The payment is to show their commitment to your property. The sum will be the equivalent of one week's rent or £600 (whichever is greater).

If you decide not to go ahead with the tenancy the PTAC must be refunded to the tenant.

WE'LL BE ASKING FOR ID FOR ALL TENANTS AND ALL OCCUPANTS OVER 18 AND WE'LL CARRY OUT RIGHT TO RENT CHECKS

ASSURED SHORTHOLD TENANCIES AND NHA PRIVATE TENANCIES

Under the Immigration Act 2014 landlords must check the Right to Rent of anyone over 18 who'll be living in the property. We'll need to see them with their original ID documents and proof of Right to Rent before keys can be handed over.

We'll do this for you before the tenant moves in for a charge of £60 per person. For further information on the government's right to rent scheme visit their **website.**

IF YOUR TENANT HAS THE RIGHT TO RENT FOR A TIME-LIMITED PERIOD FOLLOW-UP CHECKS ARE NEEDED

You can do these yourself or ask us to.
Our charge is £96 inc VAT per person. It must be done before the date that's the later of: the end of your tenant's (or anyone over the age of 18 who's living at the property) permission to stay in the UK, or 12 months after the previous check.

NHA COMPANY TENANCIES

Right to Rent checks for the occupants of any Company tenancies are the responsibility of the Company and will not be carried out by us.

You can visit the **website** to read the full process.

If you are aware at any stage, have cause to believe or you receive notice from the Home Office that your tenant or occupant is in the country illegally, you must immediately take steps to terminate the tenancy.

THE TENANCY AGREEMENT WILL DETAIL EVERYONE'S RESPONSIBILITIES

Our standard tenancy agreement terms only include fair clauses and we don't ever amend our standard terms. There can be specially negotiated clauses between you, the tenant and any guarantor. As long as they are agreed by all parties, we'll record them in section H of our tenancy agreement as individually and specially negotiated clauses. These would be things such as clauses regarding smoking, gardening services, decorating.

Often tenants ask for break clauses or options to renew and if you agree to them these must also be recorded as a specially negotiated clause. Some tenants are keen to have a 'tenant only' break clause to give them both the security of a set period of time and flexibility to give notice to end the tenancy.

If the tenant withdraws due to a suggested unfair term their whole advance payment must be refunded.

Once you, the tenant and any guarantors have agreed the tenancy details we'll send you a final tenancy agreement for you to read and sign. It's important that you understand the contents from the start, if you're unsure of any of the contents and/or feel you need further advice you should contact a solicitor or the Citizens Advice Bureau.

The tenant's offer will remain as 'subject to contract' until you've approved the references, we have confirmation of cleared funds, the tenancy agreement has been signed by both parties and dated, and the property is vacant and ready to be moved into.

However, when the above has taken place the tenancy agreement is the contract between you, the tenants and any guarantors. The tenant can live in the property as long as they pay rent and follow the rules. It sets out the legal rights and obligations of the tenancy and when and how they apply to all parties. We have a digital signing process, to let you legally sign documents online which is fast and efficient.

ASSURED SHORTHOLD TENANCIES (AST)	NON-HOUSING ACT TENANCIES (NHA)
We charge £360 as your contribution towards the negotiation and preparation of the tenancy agreement.	
We charge the tenant for the time it takes us to negotiate, document and prepare any specific individually negotiated clauses they've asked for and that you agree to.	We also charge the tenants a contribution towards the negotiation and preparation of the tenancy agreement.

Relocation agents and some corporate tenants like to use their own tenancy agreements.

If you agree to this, we suggest you have it first checked by your solicitor. Or, we have negotiated a special price with solicitors who are experts in landlord and tenant legislation, and they can review it for you.

FOR EVERY TENANCY WE ASK TENANTS TO PAY A DEPOSIT

The funds are in case of any damage, loss of items, breach of contract or rent arrears.

ASSURED SHORTHOLD TENANCIES (AST)	NON-HOUSING ACT TENANCIES (NHA)
We'll ask your tenant for the equivalent of five weeks' rent, unless the annual rent is £50,000 or more when we'll ask for the equivalent of six weeks' rent. At the beginning of the tenancy we register the deposit with the scheme and our annual charge to you is £60 inc VAT for each registration.	We'll ask your tenant for a minimum of the equivalent of six weeks' rent, unless you have allowed them to have a pet and then it'll be the equivalent of eight weeks' rent. Some companies offer a 'letter of guarantee' instead, if this happens, we can discuss the implications. These don't need to be registered in a deposit scheme.

If we hold the deposit, we hold the tenant's money as 'stakeholder' in our client account for the length of the tenancy. Find out more about the Tenancy Deposit Scheme **online here.**

If you want to hold the deposit yourself, for an AST, you'll need to become a member of one of the approved schemes, register the deposit and follow all of the rules. This includes completing and serving the right documentation at the right time. If you don't register the deposit correctly there are financial and legal penalties. If you were to have an end of tenancy deposit dispute with your tenant, the deposit scheme, won't adjudicate for you.

IF YOU ARE DOING ANY PRE-TENANCY WORKS YOU SHOULD CHECK THESE ARE COMPLETED BEFORE YOUR TENANT MOVES IN

You should visit the property to make sure you are happy with the professional cleaning and any other works to ensure a smooth start to the tenancy.

YOU'LL NEED AN INVENTORY SCHEDULE OF CONDITION, CHECK-IN AND CHECK-OUT REPORT COMPLETED TO RECORD THE PROPERTY, ITS CONDITION AND CLEANLINESS

The inventory and reports should be done by an independent inventory clerk who is a member of a professional body, such as ARLA Propertymark Inventories. They'll record the property's fixtures, fittings, furnishings (if any) and its condition (including any of your contents).

You can do the inventory and reports yourself but there are pitfalls. You must produce a very detailed report and you may not see everything that is wrong because you are too familiar with the property and at the end of tenancy you may not be able to assess damage objectively. Saving money now not using an independent clerk may be a false economy if at the end of tenancy there is any dispute and an independent adjudicator won't pay out because the documentation isn't detailed enough. Please read the **tenancy deposit scheme guide to check-in, check-out reports and schedules of condition** before making any decisions.

The clerk will walk round the property on move in day and compare it to the inventory schedule of condition and make any updates for the check-in report. They'll record all meter readings, measure oil levels, and detail keys being handed over and so on.

There should be reports completed at the start, and the end of the tenancy, these will be used in case of any disputes regarding the property's condition when the tenant moves out. The reports should include photos and be time and date stamped.

The clerk will not always be able to know the 'fabric' of an item. If something for example is listed as plastic but is actually glass, you must make a note on the report and update us, otherwise at the tenancy end if the item has been broken, any 'damage' compensation payment charged to the tenant will only be to the value of the fabric of the item listed.

You shouldn't leave anything of personal, sentimental or financial value. Additionally, anything you leave stored in lofts, cellars, garages, sheds or any other outbuildings will not be recorded and are therefore left at your own risk.

It's your landlord responsibility to pay for the inventory schedule of condition which is the report the inventory clerk will work from for each tenancy.

CHECK-IN AND CHECK-OUT

You should check your tenancy agreement to see who is liable to pay.

Costs for these appointments will vary from clerk to clerk and depend whether in London or the country. The price will also be based on the size of the property, the number of bedrooms/outbuildings and whether the property is unfurnished or furnished.

OUR MANAGED LANDLORDS ALSO HAVE THE BENEFIT OF A 24HR, 365 DAYS OF THE YEAR SERVICE

During office hours we're your eyes and ears and we're here to manage all day to day situations that arise. Your property manager is here to look after both you and your property.

We'll:

- receive rent and process
- arrange all inventory, check-in and check-out appointments
- close your utility accounts (except broadband, telephone providers and communal energy providers)
- manage your tenant's day-to-day queries
- manage day-to-day property maintenance, using our approved contractors
- arrange the payment of invoices
- visit the property during the tenancy and report back to you on the condition
- work with you and your tenant to support a smooth end of tenancy process.

And we'll be sure to keep you updated with as much or little detail as you want.

As we don't manage any of the above for our non-managed landlords you'll need to arrange and manage all of the above yourself. Alternatively, due to the high level of involvement that comes when letting a property, you may choose to fully upgrade to our managed service. When you let us know, we'll confirm the cost.

YOU'LL BE RESPONSIBLE FOR PAYING ANY SERVICE CHARGES AND GROUND RENTS

We recommend that you pay these. If you take our management service and you tell us you want us to pay the invoices we'll increase your working fund to £2,000 to cover any payment.

You'll need to give us the invoice and we'll pay the money owed from your working fund, we make a charge for this for each payment we make on your behalf, please see the fees page of our Terms of Business. If you don't have enough funds on account and you don't give us the invoice or monies in time, any fines for late payment will be your responsibility.

We'll need to hold a working fund to instruct contractors and settle invoices. The amount we hold will depend on the size of your property, the type of outgoings and rental payment frequency.

RENT PAID MONTHLY	RENT PAID QUARTERLY	RENT PAID SIX MONTHLY/ ANNUALLY	YOU'VE ASKED US TO PAY YOUR SERVICE CHARGES AND/OR GROUND RENT
We'll ask for and hold a minimum of £600	We'll ask for and hold a minimum of £1,000	We'll ask for and hold a minimum of £2,000	We'll ask for and hold £2,000 in addition to your working fund before we'll pay any invoice

You and your tenants can contact us at any time with any property issues because we also have a service to deal with out of hours emergencies.

You can upgrade from our non-managed to managed service during your tenancy.

YOUR TENANCY AGREEMENT STATES HOW YOUR TENANT SHOULD PAY THEIR RENT

They can make payment by online banking, bank transfer or standing order. We don't accept any rent payments by cheque, credit card or cash in any form.

THE RENT RECEIPT PART OF OUR SERVICE MEANS WE'LL CHASE ANY OUTSTANDING RENT MONIES FOR YOU

We'll make sure, as long as funds are correctly identified, that they're transferred to you by standard bank transfer within one working day of our receipt of rent. If at any time rent is late, we have a process in place for regularly contacting the tenant to chase payment and will keep you updated.

THE GOVERNMENT DEBT RESPITE "BREATHING SPACE" SCHEME MAY IMPACT YOUR CHASING OUTSTANDING RENT

The scheme has been designed to incentivise more people in problem debt to access professional debt advice, to do so sooner, and to enable them to enter the debt solution that is most appropriate for their circumstances.

The Government believe that breathing space will give debtors time to fully engage with professional advice, and that this will ultimately reduce the number of people struggling with problem debt – staving off the sort of crisis seen in previous decades. It also gives someone with problem debt the right to legal protection from their creditors, including pausing most enforcement action, freezing most interest and charges on their debts and contact from creditors.

THE ELIGIBILITY FOR BREATHING SPACE

Standard is available to anyone with problem debt. It gives them legal protections from creditor action for up to 60 days. Applications can be made through seeking debt advice from a debt advisor.

Mental Health Crisis is available to someone receiving mental health crisis treatment and lasts as long as the person's mental health crisis treatment, plus 30 days (no matter how long the crisis treatment lasts). Application can be made through an Approved Mental Health Professional without the need to take debt advice; others can also make applications on behalf of the individual.

The debt is placed on the Insolvency Services electronic register, the breathing space comes into play as soon as the electronic notification is received by the creditor, or four days after it is received if sent by post.

WHAT THIS MEANS TO YOU RENT ARREARS CAN'T BE CHASED

The notification will confirm the date that the breathing space starts. During this period the debt amount is protected and you cannot add interest, charges or chase this debt for the period of the protection.

NOTICE SERVING

While the tenant is in a breathing space you can't serve a section 8 notice using grounds 8,10 and/or 11 nor operate a break clause that is conditional on rent arrears.

WHAT IF YOU'VE ALREADY STARTED POSSESSION PROCEEDINGS, OR HAVE A COURT ORDER AND ARE WAITING A BAILIFF APPOINTMENT?

You need to let your legal adviser know straight away.

Find out more about the scheme by visiting the **government website.**

YOU MUST ALLOW THE TENANT RIGHTS OF QUIET ENJOYMENT

Which means you can't access the property whenever you like and you, or we if we're managing, will need to give the tenant at least 24 hours' notice of a visit and get their consent to gain access for things like repairs. Unless it's an emergency.

OUR RENEWALS TEAM WILL CONTACT YOU BEFORE THE END OF TENANCY TO CHECK YOUR PROPERTY PLANS

Unless you or the tenant serve notice to leave at the end of any fixed term, our renewals team will guide you through a renewal.

You pay commission for the whole time a tenant stays in your property.

If your tenant has an 'option to renew', as long as they have acted in line with the terms of their tenancy agreement, they'll automatically have the right to renew. Where this is the case, once we've spoken to you and agreed the steps, we'll prepare documentation and send to all parties for signing.

If there is no option to renew, we'll make contact with you to find out your plans and then we'll speak to the tenant to find out theirs.

WE'LL UPDATE YOU ON CURRENT MARKET CONDITIONS SO WE CAN REVIEW THE SUITABILITY OF ANY RENT CHANGES

When a decision is made by all parties to renew, we'll communicate the outcome to all, prepare the renewal documentation and send to all parties for signing. If we hold the deposit, we'll re-register if necessary. Or, if the tenancy is ending, we'll tell you the next steps.

Our tenancy renewal charge is £200 and the deposit protection (for AST) is £60 per year. Any changes to the original tenancy agreement need to be included as specially negotiated clauses and documented.

JUST AS IT WAS AT THE START OF THE TENANCY, AT RENEWAL WE MUSTN'T BREACH THE CPR REGULATIONS

So, we must tell your tenants anything that might affect their decision to renew their tenancy, they must know everything, and we mustn't tell them anything that might be misleading. If anything has changed since the original tenancy agreement was signed, you must tell us. This includes any planning applications, you must check your local authorities' website to find if any new applications are pending, granted or have been refused and let us know before any renewal is agreed.

If you don't tell us and the tenant renews their tenancy without being told, if any development work impacts on the tenant's quiet enjoyment (for example building work noise, additional traffic noise, unsightly scaffolding and so on) they will be able to make a claim against you for compensation.

IF YOUR TENANT ASKS TO CHANGE A SHARER DURING THE TENANCY, THEY'LL NEED YOUR PERMISSION

If you're happy your tenant will be responsible for finding their replacement, we'll check the references of the proposed new occupant, prepare and issue brand new tenancy documentation for everyone to read and sign. We'll tell the tenants that the start date must fall in line with their existing rent payment date.

The work involved can be quite extensive and generally this process takes between 10-20 hours. There is a charge for landlords with Assured Shorthold Tenancies, please see the fees page of our Terms of Business.

A HEADS-UP ABOUT THE END OF TENANCY PROCESS

When we manage your property, we'll manage the whole end of tenancy process including the deposit return negotiation, keeping you updated as we go.

If you have our non-managed service, you'll need to do all of this yourself.

The property should be checked again by a clerk at the end of the tenancy. At this appointment the clerk will compare the condition detailed on the check-in report with its condition on check-out day and any differences will be noted. Although the tenant should leave the property as it was found, and it must be cleaned as per the tenancy agreement, you must allow for fair wear and tear.

The main causes of dispute between landlords and tenants is a lack of understanding on how the property should be left at the end of tenancy.

This means that you should expect the property back in a similar condition as detailed in the check-in report whilst taking fair wear and tear for the period of the tenancy into account.

The definition by the House of Lords for fair wear and tear takes into account:

- length of tenancy
- number and ages of tenants
- number of and type/breed of pets
- condition and age of item at commencement
- average useful lifespan of the item
- reasonable use of the item.

So, the more tenants, children or pets at the premises the more wear and tear you'll need to accept but anything above fair wear and tear can be considered damage.

If, for example the tenant makes a hole in the carpet or there is a stain, this would be classed as damage. As long as no hole or stain was shown on the inventory schedule of condition or check-in report you'll be able to claim for compensation towards making the damage good. You'll not be able to claim for a whole replacement carpet.

You are not entitled to benefit from 'new for old', this would be considered 'betterment'. However, you would be entitled to any damage caused that is beyond fair wear and tear. We'd calculate a percentage of the value of the item as your "compensation".

Tenants are reminded, and allowed time, to return anything that belongs to the property such as remote controls, grill pans and so on, if these are not returned you can propose a deposit deduction for a like for like replacement.

You must check the reports and if you spot anything you don't agree with you must raise it immediately with the clerk otherwise it will be assumed you agree with the content.

IF YOUR TENANT IS MOVING OUT AND YOU'RE PLANNING ON RE-LETTING YOUR PROPERTY, WE'RE HERE TO HELP

We'll put you back in touch with your local front office team who'll update you on the current market and discuss a re-letting plan along with confirming our fees and charges.

You'll be sent the property questionnaire that you filled out at the start of the tenancy to check if anything has changed, if it has you must let us know.

They'll recommend any works and update photographs to reflect the right season and to capture anything that might have changed since the original brochure.

They'll then get on with finding you a new tenant.



SPECIALIST DEPARTMENTS

We bring people and property together

SAVILLS INTERIOR SERVICES

Our specialist interiors team will make sure your property stands out from the crowd, and can work with you to attract tenants and enhance capital values.

+44 (0)20 7578 9983 | interiorservices@savills.com

INSURANCE

The Insurance provider we use, The Lettings Hub, can explain the options available to make sure you have the right cover for letting your property. If you give them a call they'll discuss their Landlord buildings and contents polices as well as their rent and legal protection policy.

+44 (0)345 450 9903 | savills.insurance@lettingshub.com

CORPORATE RELOCATION SERVICES

Our Corporate Services Team can help companies relocating individuals, or individuals relocating to the UK. If you are relocating abroad, they can also assist.

+44 (0)20 7016 3750 | corporateservices@savills.com

SPF PRIVATE CLIENTS

Our independent financial advisors can assist you with securing funding or re-mortgaging.

Please contact Jaime Harris:
+44 (0)20 7330 0355 | +44 (0)7756 611052 | jmharris@spf.co.uk

PRIME PURCHASE

Our highly experienced team of buying advisors offer single-point-of-contact whole market coverage both in London and the country, working purely on your behalf to find and advise on the highest quality residential properties, on and off the market.

+44 (0)20 7881 2388 | enquiries@prime-purchase.com

VALUATION SERVICES

Our Registered Valuers are able to provide valuations for tax, accounting, loan security purposes and Expert Witness.

In addition to residential dwellings, their expertise also includes development appraisals, offices, industrial and retail premises.

Please contact them at: ValuationServices@savills.com

CLIENT SERVICES

If you are looking to sell your property or for any sales enquiries, please contact a member of our Client Services team:

+44 (0)20 787 4640 | clientservices@savills.com

Customer satisfaction is important to us

WE KNOW WE'RE ONLY AS GOOD AS OUR LAST TENANCY

Customer feedback helps us to improve our service. You'll receive a feedback survey to complete shortly after you've moved into your new home. Once you've shared your thoughts on how the tenancy has gone so far, please let us know if you'd like us to make contact to discuss anything further.

RECOMMENDATIONS GO A LONG WAY

We'd really appreciate you leaving a Google Review to share your positive experiences with us.

WHAT IF YOU'RE NOT HAPPY WITH OUR SERVICE

Whilst our team's aim is to provide the highest level of service, things can go wrong. We'd like the chance to put it right. Please make contact with the Savills branch you instructed to let your property / rented your property through, and ask to speak to the head of lettings so you can chat through what's happened with them.

If you're not happy with the outcome, our Lettings Customer Service team are your next point of contact. Please email LCS@savills.com with your property address, your name and a summary of the situation.

If once you've been through our procedure, you want to refer your complaint to the independent redress scheme that we belong to: Property Redress Scheme (PRS) please review their flyer to see how they can help you and what timescales you must work to: PRS consumer **leaflet**.

FRIVOLOUS, VEXATIOUS OR ABUSIVE COMMENTS

We'll always aim to treat you respectfully and with courtesy, and we hope you'll do the same in return.

If though, we consider a complaint to be frivolous or if it is clear that despite our best efforts, we are unlikely to satisfy you, we may end correspondence or conversations before full resolution is reached.

If your complaint contains abusive language or is aggressive in tone whether in person, on the phone or in writing, we'll reply, but we'll advise you in our response that this is unacceptable and that we'll terminate all communication with you if it continues.

You could also speak to our governing bodies, either ARLA Propertymark or the Royal Institute of Chartered Surveyors (RICS). Going through any of these processes doesn't mean you can't take legal action.

PROPERTY REDRESS SCHEME (PRS)

Premiere House, 1st Floor, Elstree Way,
Borehamwood WD6 1JH
0333 321 9418
theprs.co.uk/ContactUs

ARLA PROPERTYMARK

6 Tournament Court, Edgehill Drive,
Warwick CV34 6LG
01926 496 800
complaints@propertymark.co.uk

ROYAL INSTITUTE OF CHARTERED SURVEYORS (RICS)

Surveyor Court, Westwood Business Park,
Westwood Way, Coventry CV4 8JE
020 7695 1670
contactrics@rics.org

Your money is protected through the RICS client money protection scheme (for exclusions and limits see **rics.org/clientmoneyprotectionscheme**) and will be held in a designated client account.

YOU SHOULD ALWAYS CHOOSE AN ARLA PROPERTYMARK PROTECTED AGENT, LOOK OUT FOR THEIR LOGO

ARLA Propertymark protected is the letting industry's regulatory body. Members must comply with a code of practice and byelaws for professional standards and best practices. For ARLA Propertymark members it's The Property Ombudsman Code (TPO Code of Practice). You can click here to read the code, or we can send you a copy if you ask us to.

We train all of our staff to become Propertymark qualified when they join us and carry out regular up-date training sessions to make sure you're dealing with an expert. You can have peace of mind knowing we follow strict procedures when dealing with your money or any complaints.

But not all lettings agents are regulated, and this means that every year tenants lose money through dealing with agents who are inexperienced and do not deal with client money in a professional way.

THIS IS A GUIDE AND **NOT** A LEGAL DOCUMENT

Your legal and contractual responsibilities will be in your individual tenancy agreement and any specially negotiated clauses. Speak to your local office if you'd like any clarification on any of our fees.

Before you sign any paperwork, you must make sure you know and understand the contents of all of the above. If there is anything you don't understand (including any contents of this guide or within anything we give you to sign) please either ask your local lettings team or seek legal advice from a solicitor or the citizens advice bureau before you sign. We won't accept any liability or responsibility for any actions or inactions by anyone as a result of reading or acting on the content or this guide.

LANDLORD GUIDE

CHECKLIST

Please work through our checklist for everything you need to do when you're letting your property.

IF WE MANAGE YOUR TENANCY ALL YOU'LL NEED TO DO IS BELOW, WE'LL HANDLE THE REST:

Managed Checklist
☐ Read the Terms of Business
☐ Complete, sign and return your Confirmation of Instruction (questionnaire and forms)
☐ Arrange your consents (for example mortgage consent)
☐ Tell us if your property has an exterior surface which contains cladding
☐ Contact HMRC for your non-resident landlord (NRL) approval if applicable
Find out from your local authority if your property needs a licence, **click here** to see our Licensing and HMO guide.
☐ Make the licence application
☐ Make sure your property is compliant with the licence requirements
☐ Give us a copy of the licence
☐ Arrange specialist landlord buildings, contents insurance and consider rent guarantee and legal expense cover
☐ Transfer your working fund
☐ Put all appliance manuals in a box folder
☐ Have keys cut for all locking doors (one per tenant and a master set for us)
☐ Review your utility accounts and cancel any relevant direct debits

Managed Checklist - continued
☐ Liaise with your telecom providers
☐ Make sure your block managing agent knows to send us any invoices in a timely manner for any service charge or ground rent demands if you'd like us to manage payment from your working fund
☐ If your property is a new build complete any key waiver access forms the block managing agent may have to make sure we can access your property when we need to

IF YOU'RE PLANNING ON MANAGING YOUR PROPERTY YOURSELF, YOU'LL NEED TO DO ALL OF THE BELOW:

Non-Managed Checklist
☐ Read the Terms of Business
☐ Complete, sign and return your Confirmation of Instruction (questionnaire and forms)
☐ Arrange your consents (for example mortgage consent)
☐ Tell us if your property has an exterior surface which contains cladding
☐ Contact HMRC for your non-resident landlord (NRL) approval if applicable
Find out from your local authority if your property needs a licence, **click here** to see our Licensing and HMO guide.
☐ Make the licence application
☐ Make sure your property
☐ Give us a copy of the licence
☐ Arrange specialist landlord buildings, contents insurance and consider rent guarantee and legal expense cover
☐ Arrange an Energy Performance Certificate (EPC), we'll need a copy before any viewings
☐ Arrange a Gas Safety Check, you'll need to give a copy of the GSR to us and the tenant before they move in
☐ Arrange a Portable Appliance Test (PAT)

LANDLORD GUIDE

Non-Managed Checklist - continued

- [ ] Have any PAT or GSR identified works completed before the tenancy starts
- [ ] Arrange an Electrical Safety check and have any remedial works completed as required and give a copy of the Electrical Installation Condition Report (EICR) and written confirmation that works have taken place to the tenant, the local authority and us within the set timescales
- [ ] Arrange for any oil or solid fuel heating appliance to have an annual service and provide a copy of the report to the tenant before they move in
- [ ] Put all appliance manuals in a box folder
- [ ] Have keys cut for all locking doors (one per tenant and a master set for you)
- [ ] If you're holding the deposit, register with a deposit protection scheme, follow their legal process
- [ ] Arrange for cleaning to a professional standard, as per your tenancy agreement, send us a copy of the receipt
- [ ] Arrange any pre tenancy works by agreed deadlines
- [ ] Arrange the inventory schedule of condition and check-in appointments, tell your tenant the dates and times
- [ ] Send the above reports to all named tenants
- [ ] Give your tenant your contact details as well as an out of hours contact name and number for overnight emergencies, weekends, bank holidays and when you are away
- [ ] Tell all your utilities suppliers the date your tenants are moving in
- [ ] Tell your utility providers the meter readings on the day your tenant moves out
- [ ] Tell you gas / oil suppliers the tank levels on the day the tenants move in
- [ ] Arrange the emptying of any cesspit, septic tank or any sewerage treatment plant before the start of the tenancy
- [ ] Liaise with your tenant throughout their tenancy

Non-Managed Checklist - continued

- [ ] Share anything you tell or give to the tenant with any guarantors
- [ ] Organise maintenance or repairs giving your tenants a minimum of 24 hours advance notice (unless in the case of an emergency)
- [ ] Get your contractors risk assessment and method statements (RAMS) before instructing them
- [ ] Make sure any contractors you use are qualified and insured for the works they are doing
- [ ] Organise to meet your contractors to give them access or keys to do the works
- [ ] Know your contractors work guarantees and arrange payment
- [ ] Arrange to visit the property at least once a year giving your tenants a minimum of 24 hours advance notice to gain their permission for access
- [ ] Undertake any follow-up 'right to rent' checks
- [ ] If there is any property damage liaise with your insurer; negotiate and manage any insurance claims
- [ ] Monitor your rent receipt and chase your tenants for late payment
- [ ] Give notice to or receive notice from your tenant
- [ ] Arrange a check-out appointment on move-out day
- [ ] Tell your utility providers the meter readings on the day your tenant moves out
- [ ] Contact your utility providers to transfer all utilities back into your name or your new tenants name
- [ ] Make sure you give the utility providers a forward address for your outgoing tenants for final bills
- [ ] Calculate any dilapidation deposit deductions and liaise with your tenant on the deposit return
- [ ] Replace missing or repair any damaged items before your new tenant moves in
- [ ] Keep up to date with all new legislation and codes of practice to make sure you are compliant

LANDLORD GUIDE

CLEANING GUIDE

Ideally our recommendation is that you have the property professionally cleaned by specialist pre tenancy cleaners to set the standard for the tenancy.

The below are the basic jobs that should be completed, it's a guide to the minimum standard and not a full list.

Before any cleaning action is started, all manufacturer instructions should be reviewed to ensure nothing is done to damage anything within your property. This is essential when dealing with any electrical appliances or using chemicals, for example bleach will irreparably stain wood surfaces and some limescale products will irreparably damage marble or chrome fittings.

All rooms	
Paintwork	Clean, dust and remove any scuffs from: skirting boards, architraves, picture rails, dado rails, door frames, window frames and sills.
Coving and ceilings	Remove cobwebs.
Bulbs	Replace all blown bulbs and lamps, including those illuminating work surfaces.
Carpets	Vacuum and clean, including the edges and underneath any furniture.
Vinyl and tiled floors	Wash, polish and clean.
Wooden floors	Sweep and clean using only products suitable for the flooring type.
Furniture	Clean and polish, including the inside of drawers and cabinets and return all to to all original positions.
Soft furnishings	Wash, clean all covers and vacuum including beneath cushions. For leather upholstery wipe with a clean damp cloth and treat using leather nourishing cream (don't use furniture polish).
Curtains, pelmets, blinds & net curtains	Vacuum, launder and press as per their care instructions and re-hang.
Linens	Launder, press and fold neatly.
Windows	Clean and polish inside and out, including between any secondary glazing.
Ceiling & wall lights	Clean, remove cobwebs (including shades) and replace blown bulbs.

Kitchen/utility room	
Sink unit, taps and faucets	Descale, clean and polish.
Work surfaces	Clean and polish.
Units	Clean inside and out, including draws and cupboards.
Hob/oven/grill/ microwave	Strip, degrease and clean inside and out including all shelves and accessories, replace any bulbs where required.
Extractor fans & cooker hoods	Clean, degrease and replace any bulbs where required.
Fridge & Freezer	Defrost, clean inside and out all shelves and compartments and deodorise. Switch off at the mains and leave door ajar.
Dishwasher/washing machine & tumble dryer	Clean inside and out including soap and fabric softener drawer, filters, rubber seal. Run cleaning cycle to remove limescale. Empty any condensing unit. Switch off at the mains and leave door ajar.
Crockery, china, glassware & utensils	Clean, in matching sets of 6/8, and have accessible for checking off the inventory on check-in day.
Bathrooms	
Bath/WC/bidet & shower cubicle/taps, faucets and fittings	Remove all limescale and water marks and clean and buff.
Visible pipes	Clean, dust and polish where accessible.
Shower screens and tiles	Remove all limescale, mould and water marks and polish.
Plug holes	Cleared and polished.
Other Areas	
Garage & parking space	These should be left clear of your possessions, cleaned and swept.
Garden, patio, terrace & balcony	These should be cleaned, tidied and left in seasonal order.
Sheds, outbuildings	These should be cleaned, swept and left clear of your possessions.
Swimming pool, hot tub & sauna	Please refer to your tenancy agreement for your obligations.
Garden	Leave as found, season dependent, jobs such as sweeping the leaves and clearing the paths should be done as a minimum.

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V1 APR 2025