

Estate Agents









Management

Property Developers



# Management and Lettings Packages










## **The Golden Halo Service**

-  We will provide everything that is needed to market your property – valuation, photographs and provide all other information needed.
-  We will find you a suitable, vetted and means tested tenant with references and credit check plus guarantor if required.
-  We will accompany the prospective tenant to view the property.
-  We will prepare the tenancy agreement.
-  We will compile a comprehensive inventory and verify this with the tenant when we 'check' them into the property.
-  We will collect the bond and first month's rent and pay this into your landlords account.
-  We will take initial meter readings and send them to the correct company.
-  We will arrange for a standing order to be set up between the tenant and yourself for ongoing rental payments.

**All of this is a cost of £349 per property**




## The Platinum Service


-  We will provide everything as in the golden halo service plus:
-  We will notify the relevant utility companies and local council tax department of new tenant details and readings.
-  We will receive all monthly payments into our bank account and make payment to you the landlord via BACS.
-  We will provide monthly statements for each tenant/property.
-  We will inspect the properties periodically and report of any problems.
-  Arrange any necessary repairs/maintenance – Subject to agreed limits for non-emergency works (anything above the agreed limits we will provide two quotes. 24hr call out subject to call out charge).
-  We will serve tenants notice on your behalf (this is subject to terms of the tenancy).
-  We will inspect the property at the end of the tenancy to determine any dilapidations for remedy by the tenant.
-  We will organise re- letting the property to minimise rental loss.


**All of this is a cost of £299 plus a monthly fee of 10% of the property rental.**



## The Diamond Halo Service

 We will provide everything included under the Gold and Platinum services plus:

 24 hour call out at no extra charge.

 We will also include rental guarantee insurance. This includes any court costs to remove a tenant, a percentage of lost rent

**All of this is a cost of £299 plus monthly fee of 12% of the property rental.**



## How we vet our tenants for you

We look at a number of factors when choosing to take on a tenant i.e. employment, past and present residential status, members of family etc. Using this information we can source the best tenants for you to make sure you have the peace of mind that your property will be looked after and paid for. We will keep you informed every step of the referencing process.

We use a recognised credit search company to assess a client's credit commitments. A numbering system and means testing is used when it comes down to income and affordability for a tenant. Making sure they can afford the rent, utilities and basic needs.

We request two types of references for every tenant from the three available (on request we can request all three)

- Employment
- Residency
- Personal

We request

- ID in the form of a passport or driving licence.
- Proof of current residency in the form of a utility bill
- Proof of signature in form of debit/credit card



### **DSS Tenants**

We request a letter from the council to confirm the amount they will be willing to pay to the landlord/tenant in relation to the rent. This is given to us at the start of the process. If tenant has not yet made a claim and an official letter cannot be sent then we make a phone call to the relevant council office and have a verbal conversation with the office. This is only taken as temporary measure until an official document has been received.



### **Protection**

We also talk to all of our tenants about protection, as an income protection policy does not only cover mortgage payments it can also cover rental payments.



## Landlord information

### Your Mortgage

If your property is mortgaged with a residential mortgage, you will need to get the permission of your lender before the property can be let. In some instances a small charge may be payable. If your property is mortgaged with a buy to let mortgage you are free to let the property, but please check as some buy to let mortgages do have some small terms and conditions. If you need any assistance or guidance please do not hesitate to contact us. If your existing deal is due to end then please give us a call as our team of independent advisors are on hand to find you the very best deal on the market, to fit your needs and circumstances.

### The freehold

If your property is a lease hold property you will need to seek the permission of the freeholder before letting can commence.

### Insurance

It is the landlord's responsibility to insurance the property. There are special landlord insurance policies on the market and we strongly recommend you take out adequate insurance on the property before you let the property. This will save you a lot of money in the long run if the worst happens. Please talk to our team we will be happy to give you quote and find you the very best deal.



## Landlord's responsibility

It is the landlord's responsibility:

- To inform the mortgage company and/ or the freeholder of the property of your intentions, as detailed above.
- To inform the insurance company or take out a landlord's insurance policy for the property and make sure you have adequate cover.
- To bring the property into a good state of repairs for letting in accordance with the Local Authority Environmental Health Department and other legislation. Also to abide by the current safety legislation on furniture and furnishings.
- To make sure all electrical and gas appliances are of good state of repair and have all necessary compliance paper work.

## Letting Property – The Tax Position

A frequently asked question is "As a landlord, will I have to pay tax on my rental in-come?" The simple answer is "Yes", but "it depends".

Taxation is a complex issue, and should you choose our Fully Managed Service we can provide you with some general advice and assistance, however, given the importance of this issue and its complexity, we would strongly recommend seeking independent professional advice from a reputable tax specialist/accountant.



## Presenting your property for rental

Once you decide you are going to let your property a number of factors need to be taken into consideration to ensure you let your property quickly.

### Rental valuation

When we make our initial visit to the property we will take measurements of all internal rooms and gardens. Take pictures and assess the condition of the home. Look at the area and other property that may happen to be on the markets at the time. With this information we can give you a very good indication of the rental amount you can expect to receive.

### Decoration

Bear in mind that a rental property will have a range of people viewing and showing interest in the property. To maximise the response you get from a viewing we have compiled our list of tips-

- Neutral Decor
- Painted surfaces are easier to maintain than wall paper.
- Good quality carpets or wood flooring as the more you invest in them the less time and MONEY you will spend replacing them.
- Ample storage space. If your house is small this is a must. Think about the best use of space in the house when installing a kitchen or wardrobes.
- Make sure the garden is low maintenance and stay away from ponds as this is likely to put off families with small children.
- Make sure all internal doors are clean, painted and in working order. E.G bathroom lock is in working order.
- Kitchens and bathrooms should be clean and simple as these are the rooms people use most in the home.

**All these points will help you achieve a higher rental income from your property.**





If the property is furnished we recommend that you get the furnishings professionally cleaned before another tenant takes over the property. All appliances such as cookers and white goods should be cleaned so no dirt is left from previous tenants. We can arrange this extra service between tenants. Please ask our team.



Make sure that all garages, sheds and other storage areas are cleared unless this is stated in the tenancy that you will use these as storage and in that case all area should be secure and not accessible to a tenant.



Location – before we carry out any viewings on a property we make sure we know the local area and can direct potential tenants to the nearest shops, schools and pubs!



Make sure that all keys are clearly labeled and no keys are missing before handing over the keys to your management company. A locked door which we cannot access may mean the client misses something that is a problem.

# Guide to Fire and Safety Regulations

## Furniture and Furnishings Regulations 1989/1993

The landlord and the managing agent are jointly responsible for ensuring that all soft furnishings comply with the above regulations. The penalty for non compliance is imprisonment and/or fines up to £5000.

## Gas Safety (installation and use) Regulations 1998

The landlord and the managing agent are jointly responsible for ensuring that all gas pipes and appliances comply with the above legislation and that annual inspections are carried out by a CORGI registered gas engineer who must provide written proof of the safety by issuing a landlord with a certificate (CP12). This must also be in place before the tenancy and during any tenancy, and the managing agent must be provided with a copy of this. Whilst not a legal requirement in most residential rental property we would strongly advise that consideration is given to installing carbon monoxide detectors.

## The Electrical Equipment (safety) Regulations 1994

These apply to all electrical equipment between 50 and 1,000 volts a/c and require that apparatus must be safe and not cause danger.

## The Plugs & Sockets (safety) Regulations 1994 (Consumer Protection Act 1987)

Any plugs, sockets or adapter supplied which is intended for domestic use, must comply with the appropriate current regulations.

## Buildings Regulations – Part B Electrical Safety In Dwellings

The landlord and tenant act 1985 puts the onus on the landlords to ensure the electrical installation in their property is safe when the tenancy begins, and that it is maintained in a safe condition throughout the tenancy. From the 1st of January 2005, all domestic electrical installation work (particularly in kitchens and bathrooms) must be carried out by a government "approved" contractor. In addition electrical contractors will have to verify the work complies with British



standard safety requirements (BS7671). Failure to comply with these regulations is a criminal offence and could result in fines of up to £5000 and or imprisonment.

### Smoke Detectors Act 1991

The law requires any new building built after June 1992 to have mains operated smoke detectors installed on each floor. Whilst older properties are exempt from the legislation we strongly recommend that smoke detectors are installed on each floor of the property. Remove any toxic and/or highly flammable substances e.g. tins of paint.

### Management of Houses in Multiple Occupation (England) Regulations 2006

The above regulations places a responsibility on the person managing the property to ensure a list of things are done. In particular the regulations place a duty on the 'manager' of the property to have an electrical mains installation check carried out every 5 years if the property is let to 3 or more people forming 2 or more households.

### Water Industry Act 1999

Landlords should be aware that where the water bill is responsibility of the tenant, that tenant has a statutory right to have a water meter installed which, when fitted, is irrevocably supplied with metered water. If rent includes water services this right does not exist in law.

### Summary of Landlords Responsibilities

- Only use accredited contractors
- Ensure all appliances are safe to use
- Ensure all crack/damaged sockets are made good
- Any frayed wiring must be repaired
- All outside sockets are covered and protected
- Retain copies of all certificates that relate to the property
- Install adequate prevention measures in relation to fire safety
- Make sure the property is supplied with all utilities, including water



## EPC'S and how they affect you

We have compiled a small guide on HIP Packs as from October 2008 all rental properties will need to have a pack. If your property is already let at the time you will not have to acquire one till a new tenancy is going to start.

### *I am a landlord; do I need an Energy Performance Certificate?*

When buildings are to be rented out, the landlord is responsible for ensuring a valid certificate is made available to all prospective tenants. (Homes will require an EPC on rent from 1 October 2008)

### *What will the Certificate provide me with?*

It will provide you with clear information on the energy performance of your property and cost effective means for improvement

### *Do I have to carry out the recommendations given on the certificate?*

No, the recommendations are for your consideration or for the future tenant to consider.

### *Does an actual survey take place at my property?*

Yes, an internal and external inspection of the property is carried out by a qualified Domestic Energy Assessor. The assessor will inspect of your walls, roof, boiler and insulation types etc, and calculate the property's energy loss through lighting and heating. The certificate will then provide you with the most cost effective ways in which to reduce your home's energy consumption.





### *Which parts of the property need to be assessed?*

The assessor will need to get access to all rooms in the property to check for low energy lighting and other heat sources / appliances. The loft space will need to be looked in to check insulation type and thickness, plus the boiler and/or immersion hot water tanks. Heated cellars will also need to be assessed as well as conservatories which are attached to the property.



### *What will the EPC not tell me?*

1. The EPC is not a valuation on the property.
2. The EPC is not a defect report.
3. The EPC will not tell you what your new fuel bills will be.
4. The EPC will not give advice on suppliers/installers who could undertake the work to improve the energy efficiency.



## Terms and Conditions

### **Landlord's obligations please ensure that –**

1. If the property is lease hold:
  - a. Any intended letting is permitted by the lease of the term.
  - b. Any tenancy is for a period expiring prior to the termination of your lease
  - c. The written permission of your landlord, if necessary, is obtained for sub-let.
  
2. If the property is subject to mortgage, permission is obtained from the mortgagee prior to the letting.
  
3. Authority to let the property is obtained in writing from any joint owners of the property.
  
4. Your insurers are informed of the letting (special arrangements may be necessary)
  
5. Your property must comply with all current legislation i.e.
  - a. Fire and furnishings  
Regulations 1988 (amended 1993)
  - b. Gas safety (installation and use)  
Regulations 1994 and 1996
  - c. Electric Equipment (safety) regulation 1994
  
6. The property and gardens are in letting condition
  
7. The agent has the authority to sign the tenancy agreement on behalf of the landlord.
  
8. The landlord may terminate this agreement in writing at any time prior to the commencement of the first tenancy, however if a tenant has already been found a fee of one month's rent will be charged for out of pocket expenses.
  
9. This agreement runs for the length of the fixed term tenancy and if the landlord



terminates this agreement commission will be charged on rents still to be collected.

10. The agent may terminate this agreement by giving the landlord one month's written notice.

11. On termination of the final tenancy, once the checkout has been completed responsibility of the property reverts back to the landlord. The agent will not manage the empty property prior to letting and during vacant periods- unless you have chosen selected extras.

12. The agent will agree a "spending limit" ( per property ) from the rental income at the outset to fund necessary repairs on behalf of the landlord (full management packages only)

13. Property Angel Ltd is a member of the tenancy deposit scheme which is administered by:

**The Deposit Protection Service** The Pavilions Bridgwater Road Bristol BS99 6AA

14. If we (Property Angel Ltd) are instructed by you (landlord) to hold the deposit we shall do so under the terms of the tenancy deposit scheme.

15. If you (the landlord) decide to hold the deposits, the monies will be sent to you within 5 days of receipt of the deposit. The landlord then must register it with another tenancy deposit scheme within a further 9 days if the tenancy is an assured short hold tenancy. If you fail to do so the tenant can take legal action against you/the landlord in the County Court. The court will make the landlord pay the deposit back to the tenant or lodge it with a custodial scheme which is known as the deposit protection scheme. In addition a further order will be made requiring you / the landlord pay compensation to the tenant of an amount equal to three times the deposit. You/the landlord will be unable to serve a section 21 notice on your tenant until compliance with the above conditions and the court will not grant you / the landlord a possession order we/the agent has no liability for any loss suffered if you/the landlord fail to comply.

Or

If you/the landlord decide to hold the deposit and the tenancy is an assured shorthold tenancy you/ the landlord must specify to us/the agent prior to the start of the tenancy under which other tenancy deposit protection scheme the deposit will be covered. If the deposit is covered by tenancy deposit solution



you/the landlord must provide proof of membership, together with a copy of the insurance policy before the monies can be released.

16. If there are no disputes at the end of the tenancy we/the agent will keep any amounts agreed as deductions where the expenditure has been incurred on behalf of the landlord, or repay the whole balance of the deposit according to the conditions of the tenancy agreement with the landlord and the tenant. Payment of the deposit will be made within 10 working days of written consent from both parties.

i. If after 10 working days following notification of a dispute to the agent/member and a reasonable attempts have been made in that time to resolve any differences of opinion, there remains an unresolved dispute between the landlord and the tenant over the allocation of the deposit it will be submitted to the ICE\* for adjudication. All parties agree to co-operate with any adjudication.

ii. When the amount in dispute is over £5000 the landlord and the tenant will agree by signing the tenancy agreement to submit the dispute to formal arbitration through the engagement of an arbitrator appointed by the ICE although, with the written consent of both parties, the ICE may at his discretion accept the dispute for adjudication. The appointment of an arbitrator will incur an administration cost, to be fixed by the board of the Dispute Service Ltd from time to time, shared equally between the landlord and the tenant. The liability for any subsequent cost will be dependent upon the award made by the arbitrator.

iii. The statutory right of either you/the landlord and the tenant to take legal action the other party remain unaffected.

iv. It is not compulsory for the parties to refer the dispute to the ICE for adjudication. The parties may, if either party chooses to do so seek the decision of the court however; the process may take longer and may incur further costs. Judges may if they wish refer this back to the ICE for adjudication. If the parties do not agree that the dispute should be resolved by the ICE, they must accept the decision of the ICE as final and binding.

v. If there is a dispute I/we must remit the dispute to the dispute services Ltd the full deposit, less any amounts already agreed by the parties and paid over to them. This must be done within 10 working days of being told



that a dispute has been registered whether or not you or i/we want to contest this. Failure to do so will not delay the adjudication but The Dispute Services Ltd will take appropriate action to recover the deposit and discipline me/us.

vi. The agent/ we must co operate with the ICE in the adjudication of the dispute and follow any recommendations concerning the method of the resolution of the dispute.

17. If the landlord warrants that all the information given is correct to the best of the knowledge and belief. In the event that the landlord gives incorrect information to the agent and this cause the agents to suffer loss or legal proceedings to be taken the landlord agrees to reimburse and compensate the agent for all losses suffered.

\*Independent Case Examiner

Signed by the landlord(s)

.....  
.....  
Date .....

Signed by the agent on behalf of Property Angel Ltd

.....  
Date .....

# Landlord Application form

## Package required

 Golden Halo    Platinum Halo    Diamond Halo    Other

Please specify:.....  
Agent seen:.....

## Landlord Details

Name:.....  
Address:.....  
.....  
Postcode:.....  
Telephone Number:.....  
Mobile Number:.....  
Email Address: .....

## Property Details

Address of property to be let:.....  
.....  
Postcode:.....  
  
No. Of bedrooms:.....  
Property type: .....

Is the property:      Furnished      Un-furnished      Semi-Furnished

Is the property:      Lease Hold      Free Hold

Anticipated Rental:.....  
Date Available:.....  
What type of tenancy is required? .....

Do other agencies currently market the property:      Yes      No  
If yes, whom:.....  
.....

What work/repairs are to be carried out at the property before/during tenancy?  
.....  
.....  
.....  
.....  
.....

**Building Services Details**

Company responsible for any communal areas and the management of building services & structure.

Company Name:.....  
Company Address:.....  
.....  
Postcode:.....  
Telephone Number:.....

**Emergency Contact / Key Holder Details**

Name:.....  
Address:.....  
.....  
Postcode:.....  
Telephone Number:.....

**Building insurance details**

Company Name:.....  
Company Address:.....  
.....  
Postcode:.....  
Telephone Number:.....  
Policy Number:.....  
Renewal Date:.....  
Value insured:.....

**Bank/Building Society Details (for transfer of monies)**

Please ensure these the details are complete accurately and in full to enable us to forward payment to you as quickly as possible.

Name of bank:.....  
Account name:.....  
.....  
Full Bank Address:.....  
.....  
.....  
Postcode:.....  
Account number:.....  
Sort Code: .....

**Utility Details**

Gas Supplier:.....  
Location of meter:.....  
Type of meter:.....

Electricity Supplier:.....  
Location of meter:.....  
Type of meter:.....

Location of Water Meter:.....  
Location of water stopcock:.....  
Tenant is responsible for water rates:    Yes    No

Council Tax Band:.....  
Refuse Collection Day:.....

**Service / Maintenance Contract Details i.e British Gas**

Company Name:.....  
Contract Type:.....  
Policy Number:.....  
Renewal Date:.....

**Details of Guarantees / Warranties**

New Build (NHBC):.....  
Electrical Appliance/Other Guarantees:.....  
.....



**Mandatory licensing for a house in multiple occupation (HMO) Housing Act 2004**

Please note if your Property falls under the following criteria you may require a licence as per the housing act 2004. 3 or more storeys and occupied by 5 or more people who form more than one household and share facilities.

Licence Applied For                      Licence Enclosed                      Licence Not Required

**Gas & Electrical Safety Certification**

**Gas (CP12)**

Due                      Enclosed                      Not Required

**Periodical Electrical Installation Inspection Report**

Please note if your property falls under the following criteria you will require a NICEIC Periodic Report for an Electrical Installation as per HMO Management regulations (housing act 2004) If the property is occupied by 3 or more persons forming 2 or more households.

Due                      Enclosed                      Not Required

**Landlord Special Instructions**

Do you wish to be in attendance?                      Yes                      No

*All viewings arranged by Property Angel Ltd will be accompanied by a company representative.*

**Letting restrictions**

Pets?    Yes    No

Smokers?    Yes    No

Students?    Yes    No

Children?    Yes    No

Housing Benefit?    Yes    No

Do you have your own preferred contractors:    Yes    No

If Yes Please Specify:.....  
.....



**We will require the following items on signing this application form.**

- Photographic Proof of Identification
- Proof of ownership (N.B a land registry check will be carried out)
- Proof of signature
- Set of keys

Signed by Landlord(s):.....  
.....  
.....

Print full name(s):.....  
.....  
.....

Date:.....

Checked By:.....  
Branch:.....