





professional property mangement Letting your property with us



# Welcome to Albion Knights properties & thanks for stopping by to read our landlords guide.

We specialise in lettings, tenancy management, and property sales across Northamptonshire and its beautiful surrounding villages. Selling or renting a property isn't just about finding the right buyer or tenant; it's about expertly managing every moving part to ensure a smooth and stress-free process.

Our team brings over 70 years of combined experience and an unwavering commitment to providing topnotch service. Our team members are local and have been living in Northampton for many years. Each of our team are proud to be referred to as approachable, knowledgeable, and passionate about property; We truly care about each client we work with. At the heart of everything we do is our belief in honesty and building lasting relationships.

The private rental sector has seen lots of legislative changes during the last few years, with over 150 pieces of legislation to contend with, having a knowledgeable agent on your side is key to a stress-free let.

Think of us as the cement to your bricks—here to support you every step of the way. As proud members of the Property Redress Scheme and UKALA, and with full client money protection, you can rest assured that your property is in safe hands with Albion Knights Properties.

Let's put the personal back into property together!

We hold comprehensive & total loss client money protection cover and all money belonging to our Landlords & Tenants is processed/held in a ring-fenced client bank account. We are members of the UK Association of letting Agents (UKALA) & the Property Redress Scheme





# Congratulations on becoming a landlord!

You have joined the club, and what a great club it is! Whether you are new to this or an experienced Landlord, we hope this guide will help you on your journey.

The successful management of a let property is more than just collecting the rent and repairing leaky taps. There are around 170 pieces of legislation that need to be adhered to, so you stay on the right side of the law and get things done properly. In this guide, the basics will be addressed.

# The valuation of your property:

The rental value can have many determining factors, we take all of these into consideration when putting a value on your property. We understand the letting of your property is a business investment in most cases, and that you require the best price/return on your investment. The interior décor should be kept as neutral as possible, a small investment into a re- decorating project will reflect in the amount of rent you will receive, Heavy patterned carpets and old fashioned/dated décor may also put potential tenants off.

The property should also be clean, cookers and other appliances if left behind should be clean, bathrooms should be clean and wherever possible within your budget, a modern white bathroom suite should replace any old-fashioned suite.

## Furnish or not to furnish?

Demand is generally higher for unfurnished properties. The asking price will not increase by any significant margin if the property is fully furnished. If you are intending to leave "white goods" (washing machines, cookers & so on) you should ensure that they are in good working order as once left in the property, unless left as a gesture of good will to the tenants, they are your responsibility to maintain and repair them.



## Check if a Tenant is suitable to rent your property.

It's key that you check that your Tenant is suitable and can afford to take on the property. You should check they have a good credit history and it's advisable to check they have not broken any terms of tenancy where they have lived before.

## Checking if a Tenant has the right to rent in the UK

You have a legal obligation as a landlord to ensure that your tenant has a legal right to live in the UK. This entails careful vetting of documents and the check you have completed must be recorded and checked regularly during the tenancy.

#### Issuing a tenancy agreement

In most cases you will need to issue an *assured shorthold tenancy agreement* but there are other types of tenancy agreement that need to be used in certain circumstances; For example, if you are letting to a Company. Changes courtesy of the <u>Renters Rights Bill</u> are likely to be law by the spring of 2025, and fixed term tenancies will be outlawed and replaced with periodic tenancies.

#### Damages or missing items

With the best will in the world, accidents can happen. Tenants and homeowners alike can have accidents, but they ultimately come with a price tag! You should consider asking your Tenant to take out liability cover which will protect your property in the event of an accident.

You should always collect a damage deposit or ensure that your Tenant has an insurancebased deposit in place (These are becoming more popular). Cash deposits are now capped to the equivalent of 5 weeks rent (applicable for properties with a rental value of up to £50,000 per year.)

Once the tenant has vacated your property it is your decision if deductions are to be made from the tenant's deposit. Both you and the tenant MUST agree on what damages should be charged for. An inventory must be taken before the start of the tenancy to overcome any flashpoints that may arise at the end of the tenancy. The Inventory can be written, could be a series of photographs or a video inventory. Whatever form, the inventory is essential & should not be overlooked. Landlords should also be aware that they cannot claim for damaged items on an old for new basis or in any way benefit from "betterment". You can read our <u>handy wear & tear guide</u>

A popular alternative to a cash deposit is an insurance- based deposit scheme where the Tenants pay a monthly premium, and you still get the protection against damage as if it were a cash deposit. It cuts down on time and negates the risk of being open to a fine if a cash deposit is not protected within the allotted timeframe or the correct documents have not been served.

#### Pets

Often tenants have furry friends that they want to bring with them. Those Landlords who point blank refuse to consider pets may be cutting out a large proportion of prospective

Tenants. The. You cannot demand the Tenants pay extra deposit for their pet,



but you could agree with your Tenant that additional rent is to be paid. The Government have issued a "model" tenancy agreement that allows Tenants to keep pets, they are encouraging all Landlords to adapt this model agreement,



but it's not yet the law that you must allow pets, but its looking likely it will become mandatory for Landlords to allow Tenants to keep pets in their rented property once the <u>Renters Rights Bill</u> is passed.

#### Keeping an eye on things - regular property visits

You should check your property periodically to make sure all is well, and that the property is in a good state of repair and that the Tenants are looking after the property, and we recommend this is completed at least twice yearly. If you are completing your own checks, be sure to tell the Tenants you are going, you cannot just turn up and complete a spot check of your property.

## Good property maintenance equals happy Tenants.

The property must be in a good state of repair with heating that works and windows that are not drafty etc. Tenants pay rent in return for a warm and secure home. Landlords have a basic duty to provide a tenant with a secure warm home. Some issues may be down to the Tenant to repair, for example: If they block up the toilet by flushing wipes or pour food or cooking fat down the kitchen sink, they should pay for the plumber to attend. A wellmaintained property will lead to a happy Tenant. A well- maintained property leads to a happy Tenant.

## Collecting the rent.

The biggest fear that landlords have is not receiving rent. A few months without rent can be a living nightmare when there are still bills to pay. If you are not covered for loss of rent by a rent protection warranty or insurance, then you could be leaving yourself open to be out of pocket.

#### The correct insurance is key.

If you are renting out your property, you will need to have specialist Landlord buildings insurance, if you do not have a landlord's policy on your let property then you should change this straight away! If there was a fire/flood/break or similar at the rented property, it is unlikely your insurers will pay if they are not aware that you're renting out the property. We recommend you take out minimal contents cover to protect your flooring and window coverings and any appliances that may belong to you and to cover you against any damage. Your cover must include alternative accommodation for your Tenants if the property becomes uninhabitable.

#### Making your mind up.

One the tenancy has commenced, strictly speaking you are committed to the period of tenancy you have agreed to with the Tenant. There are some circumstances where you can end the tenancy early and you can agree to mutually surrender the tenancy with the Tenants. You may have to cover Tenants moving costs and re-housing costs if you want to take back the



property early without a valid legal reason. If you once lived in the property as your main family home, you may be able to end the tenancy early to allow you to move back in. If you want to sell the property, you can start marketing two months from the end of the tenancy and not before, unless you are selling to an investor who intends to keep the tenants on.

If the Tenants are in breach of contract, it is possible to start possession proceedings against tenants but there are many different "grounds" and different periods of notice that should be given. The Tenants can move out early, but you should ask them to pay your re-marketing costs and continue to pay the rent until a new tenancy starts.

#### At the end of the tenancy

Most tenants will be happy to continue the tenancy after the initial fixed term has expired and will sign up for another fixed period of 6 or 12 months, some will ask if they can have a rolling contract. A rolling contract is more commonly known as a periodic contract as it rolls on from the original agreement but is for no fixed time. It is a more flexible arrangement for both parties. (The renters Rights Bill will outlaw fixed term tenancies once it becomes statue)

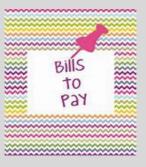
There are strict rules on how to serve notice & you must use prescribed forms.

If there are any outstanding maintenance jobs or if the correct prescribed information has not been issued to the Tenant at the start of the tenancy, it may hinder your chances of getting the property back. (Remember, we told you about the 150 pieces of legislation?)

#### Utility bills

The Tenants will pay the Council tax, gas, electricity, water, satellite TV & internet etc.... unless you have agreed to include these in the rent.

Smart meters make unpaid bills less of a common phenomenon as all the data from the meter is communicated to the supplier digitally. It's always advisable to take manual meter readings. Council tax is payable by landlords on vacant properties, tenants are liable for council tax while they are living in the property.



### Avoiding your property sitting empty

The Tenants should be contacted *at least* one month before the end of the tenancy to find out if they are staying on or planning on moving out. This will give you plenty of time to find a new tenant. If you are planning to complete maintenance or refurbishment work the void period (or the time when the property is vacant) is a good time to get these jobs done.

## A Taxing Situation....

If you make between £1,000 and £2,500 a year from letting property (after allowable expenses) you must make <u>HMRC</u> aware . If you make between £2,500 and £9,999 after allowable expenses, or over £10,000 before allowable expenses, you will need to <u>make a self-assessment tax</u> return and may have to pay income tax.



You cannot deduct mortgage expenses from rental income. Instead, landlords get a 20 per cent tax credit on interest payments. Landlords used to be able to offset mortgage interest payments against rental income.

We recommend you speak to a qualified tax advisor or accountant to find out what you can and cannot offset against your rental income. You may find this link helpful: <u>Tax relief for residential landlords:</u> how it's worked out - GOV.UK (www.gov.uk)

#### Safety & The Law:

#### YOU MUST HAVE A SAFETY CHECK CARRIED OUT BY A GAS SAFE REGISTERED ENGINEER EVERY 12 MONTHS

- All gas appliances supplied by the landlord including mobile gas heaters must be properly installed and maintained by a registered GAS SAFE gas engineer.
- The gas safety check should be carried out every year without fail even if you have never had any problems with any of the appliances or installations.



- All rooms with a solid fuel appliance MUST have a carbon monoxide alarm fitted. We strongly recommend that a carbon monoxide alarm is in any property that has a gas appliance. All rooms that are occupied as living space that contain a gas or solid fuel appliance must have a carbon monoxide alarm fitted (gas ovens are excluded).
- $\checkmark$  The tenant should be given a copy of the certificate at the start of the tenancy.
- $\checkmark$  The tenant should be issued with a copy of the certificate each time is renewed.
- The landlord should not under any circumstances allow the tenant to arrange the gas check themselves. It is the Landlords responsibility to ensure that the gas safety check is carried out. We have a duty of care to you to ensure that you are aware of your obligations.

 All gas safety certificates must be kept for a minimum period of two years after they expire.

Case law records show that landlords have been prosecuted and imprisoned for man slaughter following deaths of tenants as result of carbon monoxide poisoning. The Health & Safety Executive can fine individuals up to £5,000 if they are found to be in breach of the regulation.

## **Electrical regulations**

All rental properties <u>must</u> have a valid EICR (Electrical inspection condition report) & it must be carried out by a suitably qualified and competent person at intervals of no less than 5 years. If

you have a ten-year EICR with less than 5 years left on it, a new inspection will be needed. If any defects are found and there is a risk of injury or death to the tenant, the work must be carried out as soon as possible and definitely-within 28 days of the failed or unsatisfactory test. Some issues found may be recommendations only and remedial work will not have to be completed.



In line with good practice, any appliances should be checked for

their safety & certified as safe every year, this is called a Portable Appliance Test (PAT). This is not part of the new legislation but as a responsible Landlord you should be keen to get this important test completed.

You should leave written instructions for all appliances that are being left in the property. If you haven't got the instructions, you must download them from the internet or ask the manufacturers to send you a copy or you can download them from the internet.

#### Fire regulations & Smoke alarms



Ensure that there is a working smoke alarm installed in the property on each level of the property. Ideally there should be a smoke alarm in the hallway and on every landing. The smoke alarms should be confirmed as working prior to the tenancy starting and this must be documented.

All properties built from 1992 will have mains wired smoke alarms to

comply with Building regulations. If using battery operated alarms, you will need to check that the batteries are working at the start of the tenancy, the tenants will be responsible for checking the batteries throughout the tenancy.

## Carbon Monoxide alarms

You must supply an alarm in each room where there is a gas appliance, including wood/multi fuel burners and open fires. The regulations *exclude* hobs & cookers.

# **Furniture Regulations**



The furniture and furnishings regulations (1988) apply to all furniture and soft furnishings which must be fire safety compliant. Items such as mattresses, padded headboards, pillows, sofas, armchairs, padded dining chairs should carry a fire -retardant label (normally a picture of a cigarette with a line through it).

# Assessing the risk of legionnaires' disease

The health & safety Executive has implemented legislation regarding the potentially lifethreatening condition of Legionnaires Disease. A risk assessment MUST be carried out by a competent person and should be repeated every two years. You can complete the risk assessment yourself if you feel competent to do so.

## General health & Safety advice

It is illegal for you to supply anything for- the property in an unsafe - condition. Most of this is common sense, just for example, stairs rails must be fitted properly and secured to the wall and not left hanging lose, garden ponds should be covered with mesh & all locking windows should have keys etc. Many Landlords who buy a property to Let or who are thinking of renting out their own homes overlook most of the basic health & safety issues mentioned above. Check out the housing health and safety rating system (HHSRS for short)

## Rented properties need to have an energy performance certificate.

Most properties that are let in England must have an **Energy Performance Certificate** (EPC). If you own a listed property that you want to rent out, you may not have to have an EPC as its likely your property will be exempt.



During the assessment, your property will be graded by a qualified assessor on its efficiency. You are obliged by law to make the energy

efficiency information available to tenants before they move in, and you must keep a record that you have given this information to your Tenant.

Currently, all properties must meet the minimum of an E rating under the *Minimum energy efficiency standard* legislation (MEES for short) unless your property is exempt. If your property does not achieve a minimum rating of an E, you may have to make improvements to bring it up to the required standard: This could be something as minor as changing light bulbs to energy saving bulbs, laying thicker loft insulation, or fitting a jacket to the hot water tank.

#### Giving notice to your Tenants



Currently, landlords can give two months-notice to tenants without having to give any reason. This is commonly referred to as a no-fault notice. These notices are often served if the property is to be sold with vacant possession or the landlord may even want to move in themselves. The Government are pressing forward with the Renters Rights Bills and section 21 notices will soon be banned. Landlords will still be able to sell their property after the bill is passed, but the notice period will be

4 months, and the tenant will benefit from a 12 month "safe" period from the start of the tenancy where notice cannot be served.

#### At the end of the tenancy

Always complete a check out inspection with your tenant and discuss any issues that you are not happy with. There is an abundance of information available online concerning deductions for the return of the damage deposit.

We have just touched on the basics, we could fill hundreds of pages with facts, information & Legislation associated with the successful management of a tenancy as there are around 170 pieces of legislation!

#### Using an Agent

As experienced Agents, we would never recommend that a landlord go it alone and self-manage a tenancy as there are so many pieces of legislation that could catch you out that you may not be aware of. *"I don't need full management because I know lots of trades people ".....* There is so much more to managing a successful let than repairs. Legislative changes over the past 5 years have been colossal, so be careful not to get caught out, use a reputable Agent to do it all for you.



# Silver Service - Tenant finder

This is the perfect choice for experienced Landlords who want to be involved in the day to day running of the tenancy and know what is legally required of them.

- We will visit your property, and advise you if there any health and safety concerns or repairs that need addressing
- ✓ Photograph the property & where possible film a video tour
- We will match your property to any awaiting applicants on our database & use the online advertising portals and sometimes social media.
- ✓ Complete viewings with applicants and give you feedback after the viewings.
- Once a Tenant has been found, we will complete all the necessary reference checks to include a credit check, affordability, ID checks & right to rent in the UK checks.
- ✓ Arrange the pre tenancy safety checks (additional charges apply)
- ✓ Issue a comprehensive & legally binding tenancy agreement and serve all the necessary prescribed pre tenancy information to the Tenants as required under current legislation.
- We will collect the first month's rent and damage deposit and forward this to you after our fee has been deducted.
- ✓ We will provide you with your tenant's names and contact details, and vice versa
- ✓ Provide your tenants with details of how and where to pay the future rent.
- ✓ A full remittance of money collected, and fees deducted will be provided

Please be aware that using this service does not include us registering the damage deposit or serving the prescribed deposit information to the Tenants, you will have to do this yourself. It's our understanding that the Renters Rights Bill will remove the requirement for deposit prescribed information to be supplied.

There are many additional services that we can offer you to include, property inspections, inventory/schedule of condition, safety inspections/assessments, refurbishment management, service of notices, rent review, postal collection and forwarding, vacant property management, sale of the property to an investor

Please see the full list of additional services & charges listed in our table of fees at the back of this brochure.

# Gold Service - Full tenancy management



Just like our Silver Service but with lots of additional extras thrown in.

- Registration of the damage deposit within 30 days & issue prescribed information.
- ✓ We will notify utility companies and the relevant local authority & water board
- A standing order with the Tenants is arranged for the rent to be paid to us every month. You will receive the rent from us promptly minus our management fee along with a monthly remittance advice so you can see exactly what has come in and what has been paid out.
- Ensure that all smoke and Carbon monoxide alarms are working prior to the tenancy commencing
- All maintenance that is reported is managed from start to finish. You will have to pay for maintenance work and safety certification. We have a wide range of tradespeople on hand to deal with most issues that crop up.
- ✓ We will keep all safety certification up to date
- ✓ Tenants can contact us out of office hours (in an emergency) if the need arises.
- ✓ Your property will be inspected every 6 months, and a full report will be sent to you advising you of any issues.
- ✓ The rent will be reviewed annually, and we will advise if a rent increase is appropriate. We can send you a yearly statement upon request to assist you with your tax return at no extra cost.
- At the end of the tenancy, we will complete a final checkout inspection (subject to an additional charge) & deal with any disputes that may arise, including any arbitration that is required, and we will provide all the required evidence to the dispute service. We will advise you at the outset if a good result is likely, and we will also advise you if there will be any additional charges for our time dealing with this a deposit dispute.
- ✓ We will ensure that your property remains compliant throughout
- ✓ We will deal with all enquiries that come in from the Tenants.
- Issue tenants with advice on how to deal with and prevent problems occurring in their home such as condensation & mildew

# Additional tenancy management services that we offer: (full details of the cost is listed in our table of fees)

- Provision of a comprehensive inventory & schedule of condition at the start of the tenancy. We
  use specialist software to complete this vital check. It takes on average two hours to complete
  a detailed inventory for a two-bedroom property & up to four hours for a four-bedroom
  property) hence the need to charge an additional fee for this service.
- Provision of an end of tenancy check out inspection & report (similar principle as above will apply)
- Rent protection (annually)
- Key cutting service
- Safety inspections and assessments
- Notices served (for example, for possession or a rent increase)
- Additional property visits
- Dealing with insurance claims
- Property refurbishment management
- Vacant property management
- Sale of property to an investor
- Court appearance for possession hearings (to appear as witness & provide evidence)
- You can use your own maintenance contractors to complete work on your property, but we will require a copy of their public liability insurance so we can ensure that they are adequately insured to complete the work they are being sent to complete, and we will need you to provide proof that the he or she has the relevant professional qualifications. We find that Contractors who do not do work for us regularly tend not to be great at communicating with us, and we are forever chasing for copies of certificates and updates. This can cause a great deal of additional work for us and in some cases where we are having a difficult time getting a response, we will charge you for additional we have to spend dealing with it

albion knights properties	SILVER SERVICE	GOLD SERVICE
SERVICE SET UP FEE	£750.00	£350.00
MONTHLY FEE	NA	12% of rent
FEES ARE SHOWN INCLUDING VAT unless specified		
Advertising & property viewings	included	included
Tenant referencing & right to rent checks	included	included
Issue & execution of tenancy agreement	Included	Included
Utilities notified at start & end of tenancy	not available	included
Damage deposit protection	not available	included
Schedule of condition & inventory (up to 3 beds)	£150.00	£150.00
Schedule of condition & inventory (up to 4 - 6 beds)	£200.00	£200.00
Rent protection (per year)	not available	From £350.00
Rent collection	not available	included
Monthly rental remittance and direct to bank payment	not available	included
Chasing late rent	not available	included
Management of repairs & maintenance	not available	included
Property inspections (every six months)	£60.00	included
Additional property inspections/visits	£60.00	£60.00
Service of notices	£90.00	£75.00
Energy Performance Certificate	£85.00	£85.00
Gas safety check (not including remedials)	£85.00	£85.00
Electrical safety check (not including remedials)	£185.00	£185.00
Legionnaires risk assessment	£85.00	£85.00
Portable appliance testing (up to 10 items)	£90.00	£90.00
Rent review	£60.00	included
County Court hearing attendance	not available	£65.00 per hour
Annual income and expenses statement for tax return	not available	included
Insurance claims handling (one off payment)	not available	£150.00
End of tenancy property inspection & report	£200.00	£150.00
Key cutting service	£20 plus key cost	£20 plus key cost
Refurbishment - project management	£500.00	£500.00
Vacant property management	£60 per hour	£60 per hour
Sale of property	Minimum £2,000 plus VAT	Minimum £2,000 plus VAT
Dealing with complex deposit disputes (per case)	not available	£100.00

