

CARDIFF **STUDENT** LETTING

PART OF CARDIFF UNIVERSITY STUDENTS' UNION



STUDENT HOUSING
THE STUDENTS UNION'S VERY OWN LETTING AGENCY

GUIDELINES FOR LANDLORDS

WWW.CARDIFFSTUDENTLETTING.COM

Cardiff Student Letting Guidelines for Landlords

Cardiff Student Letting has prepared these guidelines for Landlords to understand how our Student service works and that our high standards demand quality properties to let.

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VALUATION PROCESS & SERVICE

1. VALUATION PROCESS:

When the appraisal appointment is made by Cardiff Student Letting with the prospective Landlord our Letting manager/assistant will conduct the following:

- Appraisal/Take On Form
- Terms & Conditions of Business
- Landlord's Guide
- Examples of currently marketed/recently let properties
- And any other documents which will provide the Landlord with an overall picture of the range of services offered by the Agency.

Pictures will be taken if given the instruction.

Our aim when meeting with a Landlord is to understand their plans and needs. It is also an opportunity for us to discuss the services that Cardiff Student Letting offer whilst assessing the suitability of the property for letting.

We collect sufficient information about the property to enable us to prepare details for marketing.

The meeting is also an opportunity for us to sit down and give Landlords rental advice and invite questions.

2. THE PROPERTY:

Cardiff Student Letting service is committed to provide tenants with a portfolio of property that complies with the high standard selection process. Where possible we will seek to provide students with accredited property and encourage our listed Landlords to be part of Cardiff's Councils 'Accreditation Plus' scheme.

2.1 HOUSES IN MULTIPLE OCCUPATION (HMO)

In the majority of cases most student houses will be classed as HMOs. Some of these HMOs will require a licence. Operating without one has serious consequences for the landlord. Landlords are strongly advised to contact the Private Sector Housing section of Cardiff County Council to establish whether their property falls into the category of 'a licensable HMO'. They can be contacted on 029 2087 3565 or 029 2087 3564.

VALUATION PROCESS & SERVICE

3. SERVICE AND COST:

We provide two services, 'Fully Managed' and 'Find Tenant Only'. For the 'Fully Managed' service our set up fee is 25% of a full months rent plus VAT (Minimum of £225 plus VAT). In addition the monthly management charge is 10% plus VAT of the collected rent. On the first let a professional inventory will need to be carried out. This will be an additional cost depending on the size of the property. The 'Find Tenant Only' service is a one off set up fee of 75% of a full months rent plus VAT (minimum £350 plus VAT). Set up fees will usually be deducted from the first months rent if we are to collect the first months rent. Alternatively if the lease is signed well in advance of the start date, the landlord will be invoiced to pay us directly.

The fully managed service provides:

- Viewings
- Tenant Selection
- Tenancy agreements
- Rent Transfer
- Inventories and schedule of conditions (additional cost)
- Utility companies notification
- Collection of rent
- Inspections
- Maintenance Service (arranging maintenance)
- End of Tenancy
- Check Out & Closing Inspection
- Return of Deposit
- Dilapidations & Arbitration of Bond Deductions
- Chasing of rent arrears

The Find Tenant Only service provides:

- Marketing
- Viewings
- Tenant selection
- Tenancy agreements
- First months rent, bonds collection and transfer
- Preparing the initial standing order for future payments
- Arranging an inventory (for an additional cost)

4. TENANCY

4.1 THE TENANCY AGREEMENT:

Our standard Assured Shorthold Tenancy Agreement covers most eventualities. This can be altered to include any special terms or conditions relevant to your circumstances or to cover any unusual features of the property.

4.2 THE TENANCY TERM:

Our tenancies are for an initial fixed term usually of twelve or six months but this may vary depending on individual circumstances. During any fixed term tenancy it is not possible to evict a tenant without first proving the reason in court - in most circumstances we therefore advise letting for the shortest enforceable fixed term (six months).

4.3 STARTING THE TENANCY:

Once Guarantors have been obtained we will draw up the Tenancy Agreement incorporating any special conditions that you or the property requires.

5. RENT, BONDS & INSURANCE

5.1 PAYING THE RENT:

As part of our high standard process we will be encouraging our students to pay their rent by Standing Order.
For 'managed properties' we then pay you monthly by direct transfer from our Clients Account to your Bank/Building Society Account, usually within a week or so of cleared funds arriving in our Bank.
'Find tenant only' landlords will receive the rent by standing order direct from their tenants' accounts.

RENT, BONDS & INSURANCE

5.2 THE BILLS:

For 'managed properties', all the service suppliers (gas, water, electricity and telephone) and the Council Tax Department will be informed by Cardiff Student Letting when a new tenant is in residence and the relevant meter readings have been provided.

'Find tenant only' landlords will need to notify the suppliers themselves. Any tenant's unpaid bills will then not be your responsibility.

5.3 NATIONAL BOND SCHEME:

As of 7th April 2007 new legislation came into force and as a result all bonds/deposits must be protected by a tenancy deposit scheme. With the 'fully managed' service all landlords registered with Cardiff Student Letting must be aware that all bonds will be held with The Deposit Protection Service (DPS). It is the only Government authorised service without membership or joining fees. More information is available at www.depositprotection.com

'Find tenant only' landlords are encouraged to use the Deposit Protection Service.

Landlords wishing to retain the bond themselves will need to join one of two other insurance based and chargeable schemes. These are;

Tenancy Deposit Solutions Ltd (TDSL) www.mydeposits.co.uk and
The Tenancy Deposit Scheme (TDS) www.tds.gb.com

5.4 HOUSE INSURANCE:

It is essential that you inform your House Insurance company, preferably in writing, that the property is to be let and then receive their confirmation that they will still be providing full insurance cover. This is entirely your responsibility - in the event of a claim, if the insurance company have not been informed of the tenancy, they will almost certainly not pay out. This could leave you with a burnt-out ruin, no money to re-build it and still a mortgage to pay!

5.5 TENANTS INSURANCE:

All tenants will be encouraged to obtain contents insurance and Cardiff Student Letting will provide them with details of reputable firms who provide this insurance.

6. PROPERTY REPAIRS:

As part of our ‘fully managed’ service Cardiff Student Letting will arrange repairs to the property. These Repairs will be carried out with you paying for any required parts and possibly a nominal labour charge. More serious problems will be referred to tradesmen for an estimate.

Whilst our normal Terms of Business include a mandate to spend up to £200 on normal everyday maintenance and repair, we will always endeavour to contact you to discuss the situation before spending any money.

Landlords’ using the ‘find tenant only’ service will be responsible for arranging all maintenance. Tenants’ will contact the landlord directly should there be any problems.

It must be understood that the tenant is legally entitled to “enjoy” a home kept in reasonable repair and those repairs should be carried out within a reasonable time period.

7. ACCESS TO THE PROPERTY:

This area is something Cardiff Student Letting take very seriously and you should note that the tenant is legally entitled to enjoy uninterrupted occupation of the property - we (and that includes you) are not legally allowed to gain access without first providing reasonable notice. It is a criminal offence to harass a tenant.

8. FURNISHED OR PART FURNISHED:

A popular misconception is that it is easier to evict a tenant from a furnished tenancy - not true - there is now no difference in security of tenure. The disadvantages of letting furnished property include the cost of supplying the furniture, the time and cost of preparing/checking an inventory of contents, the cost of replacing/repairing/maintaining these contents, Council Tax liability when unoccupied, insurance costs and potential damage/theft by the tenant. All contents must comply with the Furniture & Furnishings Fire Safety Regulations and the Electrical Safety Regulations.

A part furnished property should include fitted carpets, curtains, kitchen units, study area, cooker, bathroom fittings and some form of heating (ideally full central heating).

SAFETY REGULATIONS / OBLIGATIONS

9. SAFETY REGULATIONS / OBLIGATIONS

9.1 GAS SAFETY:

The 1994 Gas Safety Regulations place a legal obligation on you/us to have any gas appliances (including bottle gas appliances) and flues checked and certified annually by a CORGI registered tradesman. A copy of the Landlord's Gas Safety Record has to be supplied to the tenant. Non-compliance is a criminal offence. Cost and inconvenience are reduced if all gas-fired appliances, including central heating systems, are serviced once a year at the same time as they are certified.

9.2 ELECTRICAL SAFETY:

As of the 1st January 2005, people carrying out electrical work in homes and gardens in England and Wales have had to follow new rules in the Building Regulations.

All electrical work carried out in the home has to be undertaken by a registered installer or be approved and certified by the local authority's Building Control department.

- Failure to do so is a legal offence and could result in a fine.
- Non-certified work could also put your household insurance policy at risk

You may have problems selling the property if you can't provide evidence that all electrical installations are compliant.

There are two ways to prove compliance :

- A certificate showing the work has been done by a government approved electrical installer such as British Gas
- A certificate from the local authority saying that the installation has approval under the Building Regulations.
- Homeowners are still able to do some minor electrical jobs themselves.

The following table is a useful reference :

SAFETY REGULATIONS / OBLIGATIONS

Examples of Work	Can I do it myself?
Complete new or rewiring job	No
Replacing existing accessories such as lights, sockets outlets, ceiling roses, switches, fused spurs etc	Yes
Adding lighting points to an existing circuit in a “special location” like the kitchen, bathroom or garden	No
Adding lighting points to an existing circuit in other locations like dining rooms, lounges or bedrooms	Yes
Installing electrical earth connections to pipe work and metalwork	No
Fuse box	No
Disconnecting and reconnecting existing equipment	Yes
Adding a new circuit	No

9.3 FIRE SAFETY/ SMOKE ALARMS:

Certain Houses classed as ‘Houses in Multiple Occupation’ will legally require smoke alarms. Landlords must contact the Private Sector Housing section of Cardiff County Council to assess what fire precautions are legally required for their property. They can be contacted on 029 2087 3565 or 029 2087 3564

Cardiff Student Letting will insist on installing smoke alarms as part of our high standard requirements.

9.4 Energy Performance Certificate

From 1st October 2008, all rental properties require an Energy Performance certificate (EPC). A valid EPC must be made available to all prospective tenants before they actually view the property. Certificates are valid for 10 years.

We will not be advertising any properties without a valid EPC

RENT & TERMINATION

10. NON- PAYMENT OF RENT/ SUPPORT AND WELAFRE:

Cardiff Student Letting will be providing an advisory clinic to assist students with any payment queries and establish the full extent of the problem. Our aim is to resolve the situation before it escalates. We will try to determine why the rent has not been paid since different causes require different solutions. It is worth considering the following as reasons for non-payment:

- Tenants have a grievance and are with-holding the rent - most grievances are storable.
- Perhaps the tenant decided that their need was more important than yours was! We always talk to the tenants - money problems affect most of us at some stage in our lives, perhaps they need help and advice.
- Accident, illness or injury can all cause hiccups in rent payments.

A previously good tenant is worth looking after, perhaps by accepting payment of the arrears by instalments. Court action should only be a last resort.

11. TERMINATION OF TENANCY:

11.1 EARLY TERMINATION

Tenants, perhaps because of a change in circumstances, want to terminate their tenancy before the initial fixed period has expired. Since they have signed a legally binding document we would be perfectly within our rights to demand the full rent for that period regardless of whether or not they continue to occupy. However we prefer not to gamble and instead recommend offering to release the current tenant as soon as a suitable replacement tenant can be found. We do however ensure that our client, the Landlord, does not suffer financially in the process. In these circumstances we therefore charge the outgoing tenant a £50 Setting-up Fee to cover the costs of the new contracts.

RENT & TERMINATION

11.2 NOTICE TO QUIT

The tenant is entitled to 2 months (measured from a rent day) of your requirement for possession. Under normal circumstances it is not possible to terminate a tenancy before the initial fixed term has expired or at least six months have passed. The earliest a six-month tenancy can therefore be terminated is by giving notice before the end of the fourth month to expire on the sixth month. In any subsequent Periodic Tenancy two months notice is still always required.

11.3 END OF TENANCY/MOVING OUT

Just before the end of a tenancy we re-inspect the property to ensure that the tenant is aware of any cleaning, decorating, repairing, gardening etc that may be required to safeguard the return of their deposit. We then check the property again, once the tenant has vacated, to take final meter readings and confirm, or otherwise, the return of the deposit.

'Find tenant only' landlords are responsible for inspections of their property. If you have not provided the tenants with an inventory at the beginning of the tenancy then it may prove very difficult to retain any of the bond for damages to fixtures and fittings.