



## **Landlord Guide**

DJK Lettings Ltd is a friendly, family run company specialising in all aspects of residential property throughout the Edinburgh area. We are therefore well placed to help Landlords with all of their property requirements. We are members of The Landlord Accreditation Scotland, FSB - Federation of Small Businesses and Safe Deposit Scotland. We strive to offer a personal, efficient and informative service to both Landlords and Tenants at all times. We offer a range of services to suit individual needs, full details of which are itemised on the following pages.

Most Landlords requirements can be catered for within the three service levels detailed, however, we are very flexible and will normally be able to accommodate any specific requirements. The following are the most frequently asked points when

### **1. Viewings**

All viewings are by pre-arranged appointments and we never hand out keys to the prospective Tenant. We are happy to accompany prospective Tenants over your property during our normal office hours and by appointment outwith office hours. We will keep you advised of any helpful feedback we receive.

### **2. Payment of Rent and Deposit**

Utilising specially developed computer software, which can print full management reports on all properties, we receive rent by BAC's payments from tenants and processing it directly to your nominated bank account. All rents are collected monthly in advance and we take a deposit from the Tenant of a minimum 1 months' rent. Deposits are held with Safe Deposit Scotland.

### **3. Credit Checks**

To ensure as far as possible that the Tenants are suitable, we employ an independent company that specialise in vetting Tenants and carry out various checks to establish their credit worthiness. It should be acknowledged that the system is not infallible. In most instances we are pleased to be able to offer our Landlords the opportunity to purchase Rent Protection and/or Legal Expenses Insurance – details are available on request.

#### **4. Tenancy Agreement**

Your preferences regarding the allowing (or not) of smokers, pets and children at the property are strictly adhered to. Our computer software is continually updated to ensure that our Tenancy Agreements comply with the most recent legislation for your protection. In most cases a private residential tenancy will be governed by the Housing Act 1988 (as amended in 1996) and will be an Assured Short Hold Tenancy. These tenancies are either for a minimum period of 6 months, or one year. They can be renewed for an additional 6 months/year or left to run on a periodic basis (month by month). Alternatively when the Tenant is a company or the landlord is in residence, these tenancies will not be governed by this Housing Act, but will include many of the same clauses and conditions of an Assured Short Hold. In these agreements the notice period is agreed between each party prior to the start of the tenancy (usually one month's notice on either side). We are happy to forward a draft copy to you for approval prior to signing.

#### **5. Break Clauses**

Some Tenants, both private and company require a break clause to terminate the tenancy after an initial 6 month period. Such clauses are agreed prior to the commencement of a tenancy and any implications will be discussed with you at this point.

#### **6. Notices**

Termination of the tenancy will be in accordance with the Housing Act 1988 and any clause stated in the tenancy agreement DJK Lettings Ltd will only be responsible for serving notices on Tenants if the property is fully managed. If Service A or B is chosen we can serve notices but a charge will be made.

#### **7. Marketing your Property**

We maintain and update our website on a regular basis ([www.djklettings.co.uk](http://www.djklettings.co.uk)). Daily we upload our properties to all the major property portals. A centrally located office ensures that we have constant enquires from Tenants. In addition we have contacts with local companies, relocation companies and recommend erecting a "To Let" board where possible.

#### **8. Letting Services**

We offer three levels of service as complete packages, detailed below. If a Landlord gives permission for a Tenant to vacate prior to the end of the tenancy period he will not be entitled to any refund of our fees. If you have additional needs we will try to accommodate these where practical.

#### **Letting Only – Service A**

- Ⓢ Rental Valuation
- Ⓢ Marketing your property.
- Ⓢ Arranging viewings with potential Tenants.(additional Costs for let only)
- Ⓢ Obtaining references through a credit search agency. (additional costs for let only)
- Ⓢ Preparing the Tenancy Agreement and placing the deposit with Safe Deposit Scotland.
- Ⓢ Collecting and placing a deposit, collecting first months' rent and forwarding balance to you net of our fees.
- Ⓢ Creation of all legally required safety certificates

### **Letting & Rent Demand – Service B**

Includes all the features of our Basic Letting Service but in addition we receive the rent monthly on your behalf, transfer it to your Bank or Building Society (net of our agreed fees) Statement of Account available on request.

### **Letting & Management – Service C**

Includes all the features of both our Basic Letting Service and Letting & Rent Receiving Service and is suitable for Landlords who prefer not to be involved in the day to day management of their property.

### **Full Management Service - during the tenancy comprises:-**

- Ⓢ Maintenance management.
- Ⓢ Regular visits to your property.
- Ⓢ We will endeavour to obtain your authority to carry out any repairs however if urgent action is required to prevent further damage to the property or if safety is an issue we have your authority to take any necessary action.
- Ⓢ Engage on your behalf and at your expense the services of a professional surveyor to report on any major problem.
- Ⓢ Serving notice on the Tenant to terminate the tenancy.
- Ⓢ Arranging all inventory and other services needed at the beginning and end of a new tenancy and whilst the tenancy is running.

### **Fees**

Our fees range from 8%.

### **Additional Services**

We prepare an inventory, check in/out service and schedule of condition is prepared prior to letting. If we are managing the property this is essential. Under the Tenancy Deposit Scheme it is strongly recommended that all Landlords always have an up to date inventory. Without an inventory and schedule of condition at the beginning and end of the tenancy it is very difficult to demonstrate that the property has deteriorated during the tenancy. Without sufficient evidence to the contrary the T.D.S may award the disputed amount to the tenant automatically.

Energy Performance Certificates From the 1st October 2008 each rental property is required to have an EPC, available on request by any prospective tenant. This must be prepared by a qualified assessor and is valid for 10 years. We can arrange for this to be carried out and a price will be given on request.

### **General Information**

Service Contracts etc. Many Landlords have service contracts for central heating, kitchen and electrical appliances and so on. It is advisable to keep these in force whilst the property is tenanted, leaving full details with us. Also, if you have any preferred contractors please advise us and we will endeavour to use them. All instruction manuals should be left at the property, but we advise Landlords to retain a photocopy as these can be difficult to replace. Please advise us of the location of the mains

stop cock, distribution/fuse box, any private drainage system and the alarm code (if fitted) etc. You should maintain the property during the letting as if you were living in it yourself because:-

- Ⓢ The expenditure may be tax deductible
- Ⓢ The market value of the property is maintained
- Ⓢ The standard of tenant and rental value will be maintained

### **Condition of the property**

The property should be maintained in good decorative order inside and out. The wiring and plumbing should be safe, in a good state of repair, and the property left clean and tidy. Tenants generally check the property before paying their deposit.

### **Safety**

There are now various laws and recommendations governing the safety of tenanted property:-

#### Ⓢ Gas

All let properties that have either natural or bottled gas are required under Gas Safety (Installations & Use) Regulations 1998 to have an annual Gas Safety Certificate issued by a GAS SAFE registered engineer and a copy given to us and the Tenant. All work on any gas appliance must be carried out by a GAS SAFE registered engineer.

#### Ⓢ Electricity

Landlords have a duty of care under Electrical Equipment (Safety) Regulations 1994, Part P of Building Regulations January 2005 and Electricity at Work Regulations 1989 to ensure that the electrical installations and appliances are compliant. Trading Standards state that the Landlord must be able to demonstrate that electrical appliances are safe before the property is let. It is mandatory for an annual PATs and 5 yearly EICR wiring checks on all tenanted properties

#### Ⓢ Furniture & Furnishings

All upholstered furniture including mattresses, pillows and seat pads left at the property must comply with the Furniture and Furnishings (Fire) (Safety) Regulations 1988 as Amended 1993. Furniture proven to be manufactured before 1st January 1950 and not since re-upholstered is exempt. Upholstered furniture purchased after 1993 should carry a label with the heading "Carelessness causes fire". Mattresses should have a label stating compliance with BS7177. Any items not appropriately labelled may not conform to the regulation and must be removed from the property.

#### Ⓢ Smoke Detectors

There is a legal requirement to install smoke detectors and heat alarms in a let property all linked. The size of the property and the location of the rooms will determine the amount and type of alarms required.

## Ⓢ Carbon Monoxide

CO detectors should be powered by a battery designed to operate for the working life of the detector which is usually between five and seven years. The detector should incorporate a warning device to alert the users when its working life is due to expire and should be replaced on or before the expiry date. Hard wired mains operated CO detectors with fixed wiring (not plug in types) may be used as an alternative, provided they are fitted with a sensor failure warning device. CO detectors must comply with BS EN 50291-1:2010+A1:2012<sup>2</sup> and, where hard-wired or wireless installations are adopted, applicable European directives.

## Ⓢ The Garden (if applicable)

The garden should be left neat and tidy. It is a requirement of our Rental Agreement that the Tenant keeps the grass cut, borders and paths weed free and shrubs trimmed. Adequate gardening equipment should be left for the Tenant to maintain the garden. A power breaker should be provided if any electrical garden equipment is provided. Should you require certain plants or trees to be pruned or treated in a special manner, we recommend that you employ a specialist contract gardener.

## Ⓢ What to leave

If the Landlord wants to let the property fully furnished we can offer a service to do so.

We are happy to advise on what items to leave at the property. Unfurnished properties should normally have carpets, curtains, kitchen white goods and lampshades. As a general rule, do not leave items of a personal or sentimental nature, or valuables of any kind.

## Ⓢ Mail

Please make arrangements with Royal Mail to have your post re-directed.

## Ⓢ Keys

There should be at least one full set for each Tenant, including any garage, shed, window locks etc, and one set for us if we are managing the property. These keys are held in our secure office.

## Ⓢ Damages

When an inventory has been prepared and the Tenant checked in and out, with the exception of fair wear and tear, the cost of repairing any deterioration will be deducted from the deposit, providing that the Tenant agrees. If agreement cannot be reached the matter will be passed to the Tenancy Deposit Scheme to adjudicate.

## Ⓢ Income Tax

The Inland Revenue state that all UK derived income is subject to taxation after the deduction of allowable expenses. It is your responsibility to advise the Tax Authorities that you are renting out your property and we recommend that you employ an Accountant to act on your

behalf. If a Landlord does not have a NRL number we will charge for additional work at our usual rate. Taxation of Income from Land (Non-Residents) Regulations 1995 call upon the rent collecting agent to pay tax on behalf of overseas landlords at the standard rate on the rent received. We strongly recommend that you employ an accountant to handle your tax affairs if you are abroad to ensure that your liability to Tax is minimised. Landlords residing abroad will have tax deducted from rents collected to cover the liability unless you qualify under the “self-assessment” rules.

Ⓢ Council Tax

Council Tax is payable by the tenants of the property and a clause to this effect is included in our tenancy agreement. During void periods, the landlord is responsible for any Council Tax due.

Ⓢ Ground Rent and Maintenance

The landlord is responsible for the ground rent, any service charges and the maintenance of the property.

Ⓢ Mortgages and Insurance

It is your responsibility to advise your mortgage provider that you intend to rent your property. Most Banks and Building Societies require you to seek their permission and may require Break Clauses or additional clauses to be inserted into the Tenancy Agreement. Therefore please provide a copy of their consent to DJ K Lettings Ltd in order that any requirements can be complied with. Your buildings and contents insurance should be amended to account for the fact that the property is tenanted. The company we use for credit checking and referencing the tenants can provide you with insurance quotes if you wish.

Ⓢ Proof of ID

Proof of ID in the form of a passport or photo driving licence is required from all Landlords and a photocopy will be taken at one of our offices. We must see the original and make the copy.

We hope this has answered any questions you may have however please contact us if you would like to discuss any further information.

*DJK Lettings Ltd*

