

## Landlord information

The property letting process can be a little daunting at the best of times so we have created a checklist of items that you as the landlord must ensure you have in place. We have defined them by landlords' responsibility (**Landlord**) and which responsibilities we as the agent can manage for you (**Agent**).

### You must ensure your rental property is safe (Landlord)

The safety of your tenants is paramount, and failure to provide a safe and habitable home for them to occupy could lead to hefty fines.

- Landlords are legally required to install at least one smoke alarm on every property floor and a carbon monoxide detector in every room where a solid fuel-burning appliance is present.
- It is also a legal requirement to provide tenants with a valid Gas Safety certificate (also known as a CP12) at the start of the tenancy. You must also arrange for an annual gas safety check to be carried out every **12 months** by a Gas Safe registered engineer.
- EICR Rules: Landlords with properties in England need to conduct an Electrical Installation Condition Report (EICR) in order to let their properties. **These must be renewed every five years.**
- Ensure any appliances in the property are safe i.e. cookers, kettles, washing machines etc.

### Get insured (Landlord)

Typically, standard home insurance products do not cover rented properties. Therefore, it is important to take out appropriate insurance which is designed for landlords and covers both building and contents insurance.

Insurance is vitally important to cover you should anything untoward happen, such as costly repairs which need to be made as well as things that are out of your control, such as flooding.

Rent guarantee insurance is a form of insurance which provides cover should your tenant fail to keep up with rental payments. This form of insurance will typically cover you for a tenant refusing to leave the property, deliberate damage and disputes over repairs and renovations too.

### Inform you mortgage provider (Landlord)

If you have a mortgage on the property you are planning to let, you will need to inform your mortgage provider. You won't be able to let your property under the terms of a residential mortgage, so letting it without receiving prior permission from your lender could breach your contract.

If you're only looking to rent out your house on a temporary basis, some lenders may grant you a consent to let. This is an agreement that will allow you to temporarily let your property but getting this consent will depend on your reasons for wanting it and your financial situation.

The lender might charge you for this, either as a fee or as additional interest, and the consent will only be valid for a specified length of time. At the end of the agreement, you may be able to get an extension if needed, or you could switch to a buy-to-let mortgage if you want to continue renting out your house.

A consent to let is not intended to be a long-term means to let your property, but rather a short-term solution to at least cover costs if you are faced with the prospect of paying a mortgage on an empty house.

It means you don't need to go through the hassle of permanently switching to a buy-to-let mortgage, but you would still need to deal with all the other costs and legalities associated with letting a property.

### **Market your property effectively (Agent)**

A safe and attractive rental property won't mean much if it isn't marketed correctly, so a good advertising strategy is crucial. Our extensive local and UK network with the addition of professional photography and floorplans will ensure the highest number of potential tenants are reached.

### **Arrange an EPC (Agent)**

Since 2007, rental properties in England and Wales have required an Energy Performance Certificate (EPC). These must be given to the tenants on the day they move in.

An EPC is used to show tenants how energy efficient the property is. Failure to provide this before the tenancy starts can affect your ability to evict your tenant in the future.

EPC requirements changed for landlords in 2018 by introducing a minimum energy rating of 'E' or above for new tenancies. Now, the rule applies to all tenancies, not just new ones.

In 2021, the government **proposed** that all rental properties will need an EPC rating of 'C' or above by 2025 – a move to make homes more energy-efficient and reduce carbon emissions to reach net-zero targets by 2050.

With such a heavy focus on energy efficiency in the home, landlords must order an EPC before marketing their property to let and ensure their property remains energy efficient throughout.

### **Carry out a Right to Rent check (Agent)**

Launched in 2016, the Right to Rent scheme requires landlords and letting agents to determine the immigration status of prospective tenants by checking ID (and their right to rent in the UK) before the start of the tenancy.

This includes UK passports, European Economic Area passports or identity cards, permanent residence cards or travel documents showing indefinite leave to remain.

### **Reference your tenants (Agent)**

Although not a legal requirement, referencing your tenants can help minimise the risk of letting your property to someone unsuitable.

Tenant referencing usually includes all of the tenant's basic information as well as previous or current employment details, addresses, bank statements and potentially references from their current landlords.

As a landlord, making an informed decision about who rents your property is crucial. For extra clarity and peace of mind, it's valuable to lean on a comprehensive tenant referencing service.

In addition, tenant referencing is also critical if you intend to take out rent guarantee insurance.

### **Arrange a tenancy agreement (Agent)**

A tenancy agreement is an official contract that gives the tenant the right to live in your property and you the right to receive rent from them.

The most common tenancy type is an Assured Shorthold Tenancy (AST), which includes the basic information of the tenant, landlord and property. It will also contain the proposed dates and duration of the tenancy, a breakdown of payments and required notice periods.

### **Conduct an inventory (Agent)**

Along with the tenancy agreement, an inventory is one of the most important documents you will have as a landlord.

Inventories safeguard your investment as they contain evidence of your property's condition before and after a tenancy, ensuring that everything is accounted for.

Before the start of the tenancy, your tenants should use the inventory to check the property and note any changes to the report. Throughout the tenancy, it is good practice to make periodic inspections to identify any damage that does not correspond with the report.

Then, at check-out, compare the property's condition to the initial inventory to distinguish any deductions that need to be made from the tenant's deposit. This should help to avoid disputes, as the report will contain definitive proof.

### **Protect your tenants' deposits (Agent)**

The deposit is arguably one of the most essential factors of a tenancy agreement and will therefore need to be protected.

Landlords in England and Wales are legally obliged to ensure tenants' deposits are placed in one of the three government-approved deposit protection schemes: the Tenancy Deposit Scheme (TDS), MyDeposits and the Deposit Protection Service (DPS). We use Tenancy Deposit Scheme (TDS).

As part of the Tenant Fees Act, security deposits have been capped at five weeks' rent for homes with an annual rental below £50,000, while a deposit of six weeks' rent will apply for £50,000 or more.