

# LANDLORD GUIDE

10 MUST do's for landlords





## Consent to let

A simple starting point for any landlord to be. If you are thinking of renting out your current home and have a mortgage, the terms of that loan will be based on you living there as the occupier. In order to rent out the property you will need to gain consent from the lender. There are terms and conditions based on commercial criteria dependant on the lender. But broadly speaking the lender will require your rent income to be in the region of 125-150% of the mortgage repayments for them to be confident the property will cover it's own costs.



## Safety certificates and update them

There is an increasing list of safety requirements for your rented property depending on the type of property, location, and type of tenancy. EPC, Gas safety certificate and EICR checks to name a few. Failure to conform with regulation can land the responsible landlord anything from a fine to a potential prison sentence.

## References

Some landlords treat references as an option. But why wouldn't you want to check that a tenant earns enough on a monthly basis to pay the rent, utilities and enough to live on rather than find out after they've moved in?

However there are elements of a complete reference procedure that are a legal necessity. As a landlord it is your responsibility to ensure your tenant's 'Right to Rent' in the UK at the beginning and throughout the life of the tenancy. This means obtaining original ID, checking the validity of the documents, the ID of the tenants against a set criteria. If you as a landlord do not or are not able to do this, there is a potentially an unlimited fine or prison sentence as a consequence. A good agent with a good process will maintain this on your behalf along with money laundering checks, professional validity reports on Passports and ID documents, and politically exposed person reports.



## Deposit registration

Deposit protection schemes have been in place for over a decade. However many landlords are still either unaware or overlook the regulation. Failure to register the deposit can result in a penalty of up to three times the deposit and you may be unable to serve a valid notice to your tenant to terminate the tenancy agreement.

Recently further changes have been made to cap deposits at 5 weeks rent, and with that new deposit replacement schemes have come into place as an alternative. Look into your options. Some of these products give a landlord increased cover, but can cost tenants more than they bargained for, and consider, if a tenant cannot afford the deposit, do you think they are stable enough for you?

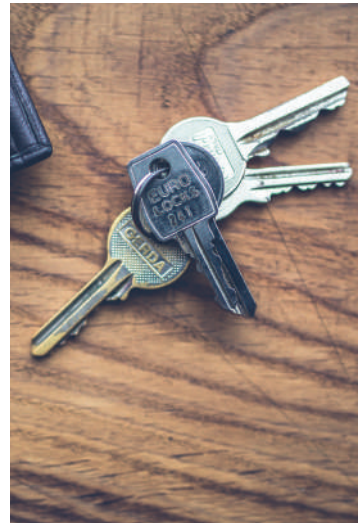


## Property Visits

A professional visits a property roughly three times a year to ensure the tenancy they are managing is being looked after. It is your property, but the tenant's home. Too many visits would be annoying to a tenant, but no visits says you are not interested in maintaining your investment to the right standard, and therefore they have to keep up their end of the bargain by looking after the property.

## Awareness of changes in regulations

A professional visits a property roughly three times a year to ensure the tenancy they are managing is being looked after. It is your property, but the tenant's home. Too many visits would be annoying to a tenant, but no visits says you are not interested in maintaining your investment to the right standard, and therefore they have to keep up their end of the bargain by looking after the property.





## Allowing arrears to accumulate

This sounds like an obvious topic but it is written with the experience of working with many landlords over the years to untie financial and legal issues with our solicitors. If you know your tenant, they know you, the chances are any upcoming financial issue will be flagged to you well in advance, discuss it and face it head on with your tenant and agent. Do not stick your head in the sand!



## Maintaining the Property

Remember, this is your property, it is in your interest to maintain the property. It protects your investment and rental income. You also have a legal obligation to ensure the property is maintained and fit for human habitation. Take tenant requests seriously and remember that a tenant pays monthly, directly for a service, more akin to booking a hotel than owning a home and maintaining a mortgage payment.



## Serving notices correctly

Any mistake on a legal notice can, and often does render it void, I've seen county court judges refuse notice hearings due to tiny administrative errors that are totally irrelevant in the landlord/ agents view cause an eviction to go on for months longer than it should. Informal, incorrect or out of date just doesn't cut it.

## Agree to refund the tenant deposit

This needs to be done within 10 days of the end of the agreement. Should you wish to make deductions you need to ensure you have given that list of deductions along with the proposed amounts in financial terms within that timescale, Overall, be reasonable, you cannot expect new for old. If you cannot agree a figure the case will go to dispute. A dispute panel will often view a fixture or fitting having a useful life of 7-10 years and deduct a % of the value accordingly. So why not apply that principle in the first place?





## CONTACT US

Avocado Property  
2 Arlington Square  
Bracknell  
RG12 1WA

✉ [info@avocadoberkshire.co.uk](mailto:info@avocadoberkshire.co.uk)

☎ 01344 249500

Follow us on Facebook

f [@avocadopropertyberkshire](https://www.facebook.com/avocadopropertyberkshire)