



LANDLORD'S PACK

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AN INTRODUCTION TO LETTING YOUR PROPERTY WITH MY PAD

Letting your property can be a stressful experience. Contracts, leases and inventories can be very confusing to those not used to dealing with them. Within this pack is information and advice designed to make the letting process much easier, for example, our top 10 tips for letting your home, safety regulations guide and management guide.

This pack also provides you with different sections to keep together all the information relating to your let, for example, gas safety certificates, inventory etc.

Should you have any queries relating to your property please do not hesitate to call us between the hours of 9am - 7pm Monday - Thursday, 9am – 6pm on Fridays and 10am - 4pm on Saturdays.

In the meantime, we will be busy calling applicants from our extensive database and arranging to show them your property!

Good Luck!

Lettings Team
MY PAD

THE LANGUAGE OF PROPERTY RENTAL

You may not be familiar with some of the legal and financial terms involved in the process of renting a property. Some of the key words and phrases are briefly explained below.

ABANDONMENT

When an occupier leaves a property without giving prior notice to the landlord or formally terminating the tenancy (abandonment is not a recognised legal term).

AFFIDAVIT

A written statement made on oath before a person with the authority to administer it.

ASSIGNMENT

Transfer of an interest in a property (e.g. tenancy) to another person.

BANKER'S DRAFT

This is a cash equivalent but safer for you to carry around. You can order it through your bank, for a small fee, in order to pay your initial rent and deposit.

BREAK-CLAUSE

Enables the Landlord, Tenant or both parties to terminate the contract early. The length of time is agreed at the start.

BUILDING SOCIETY CHEQUE

This is similar to a banker's draft but requires 5 days for clearance. A building society cheque incurs no charge.

COVENANTS

Terms contained or implied in a lease, which cast obligations on the landlord and tenant.

DAMAGES

Compensation recoverable through the courts by any person who has suffered loss, detriment, or injury, to his person, property or rights through the unlawful act, omission or negligence of another.

DEPOSIT

Sum of money requested by a landlord at the beginning of a tenancy as security against non-payment of rent, damage to property or removal of furniture.

FORFEITURE

A landlord terminating a tenancy because of a breach of the agreement. Can only be used if the lease allows for it, and the landlord follows a set procedure.

FREEHOLD

Full ownership of a property and the land on which it stands.

GROUNDS FOR POSSESSION

Statutory reasons for a landlord regaining possession of a property. Mandatory grounds only have to be proved for a Judge to grant repossession. With discretionary grounds, a Judge decides if it is reasonable to grant possession.

GUARANTOR

A person who agrees to guarantee the obligations, financial or otherwise of a third party (often a tenant with poor references or credit rating).

HEAD LEASE

A lease out of which lesser interests (called sub-leases) have been granted.

INDEMNIFY

To secure against future loss, damage or liability.

INSURANCE

The Landlord will generally insure the property and any contents provided in the property (especially for furnished accommodation). Tenants should take out independent insurance for their personal possessions.

INVENTORY

A comprehensive list of the contents and condition of the property, signed by the landlord and tenant as evidence of the condition of the property.

LEASE/TENANCY

A contract under which an owner of property (landlord or lessor) grants another person (the tenant or lessee exclusive possession of the property for an agreed period, usually, but not necessarily, in return for rent and sometimes for a capital sum known as a "premium".

LESSEE/TENANT

The person to whom the lease is granted.

LESSOR/LANDLORD

The person who grants the lease.

NOTICE TO QUIT

Notice required to be given by landlord to tenant or by tenant to landlord, before a tenancy can be terminated. The Protection from Eviction Act 1977 lays down statutory requirements for some Notices to Quit.

POSSESSION ORDER

A court order telling an occupier to leave a property by a certain date, with possession going back to the landlord or lender.

QUIET ENJOYMENT

Refers to undisturbed enjoyment of premises by the occupier of that property. Tenants can sue a landlord for breach of covenant for quiet enjoyment, e.g. in cases of harassment.

REFERENCES

Necessary to proceed with a deal. Written confirmation of the Tenant's financial circumstances, employment, previous tenancies and character.

RENT

Monies paid for use or occupation of property.

REPOSSESSION NOTICE (SECTION 21)

By law, the landlord must serve 2 months notice on the Tenant to end a contract.

SAFETY CHECKS

By law, the landlord must ensure all gas appliances are properly maintained and have a valid gas certificate and that all furniture and soft furnishings comply with current safety standards.

SECTION 48 NOTICE

A legal requirement for the landlord to provide their UK or Wales address to the tenant.

SERVICE CHARGE

Charge payable to landlord or Management Company by tenant or leaseholder in addition to rent, to cover costs of services, maintenance, insurance etc.

STANDING ORDER

A direct transfer of funds from one bank to another. Most landlords prefer to have their rent paid by standing order which avoids cheques or cash.

SUB-TENANT

Tenant who leases all, or part of, a property from an existing tenant.

SURRENDER

Voluntarily giving up a tenancy to a landlord, who accepts that surrender.

WHAT CAN GO WRONG?

Don't start packing your suitcases in preparation for moving just yet! Some lettings do fall through. Most of these are due to a change in personal circumstances on either the landlord's or the tenant's part.

To try and help you avoid some of these problems, listed below are the most common "hiccups" that can arise during the letting of a property and what action to take to deal with them. Pre-warned is pre-armed! If you know the pitfalls in advance you may be able to reduce the likelihood of them happening to you.

MORTGAGEE/FREEHOLDER DOES NOT GIVE CONSENT

Before you place your property on the rentals market, you must obtain permission from your Mortgage Company, freeholder or managing agent to allow you to rent. Some will not allow you to let the property at all. Some will insist on seeing references before giving the go ahead. Some charge a small fee of £75.00 before granting permission. Bear in mind that there can be up to two week's delay before everything is approved. Above all, ensure you have the necessary approval before lining up a tenant - you don't want to be forced to pull out of a good deal because of lack of foresight!

BAD REFERENCES

This is a rare event, but you, the landlord can refuse, or we may advise you to refuse, a tenant if we think the tenant may be financially over-stretched, or if there is evidence that they may be troublesome.

Always obtain as much information as possible about any prospective tenant, and, if you are unsure, ask your agent to take up more references.

DELAY IN SIGNING OF CONTRACT

Once a tenancy agreement has been reached, the sequence of events is usually: payment of holding deposit, taking up of references, signing of contracts and payment of initial monies. A landlord will not generally sign a contract until they have seen all the references.

Therefore, as previously stated, the quicker the references are provided, the quicker the signing of contracts can take place.

DISAGREEMENT OVER DETAILS OF LETTING

Both landlord and tenant need to be clear, before the signing of contracts, exactly what terms have been discussed e.g. dates, rental, household items and furniture to be provided by the landlord, repairs to be made etc. If all such details are confirmed in writing, there can be no confusion later on.

UNABLE TO LET YOUR PROPERTY

Look carefully at the reasons why. It may simply be that you are asking too much money. Perhaps you need to take some action to make your property more attractive. Perhaps your current tenants are very messy. Generally, it should not take longer than 2-3 weeks to find suitable, new tenants. Maintain regular contact with your agent to see how many viewings have taken place and what people's response has been. Also the more flexible you can be on dates for moving in and providing/removing items, the wider your choice of tenant will be.

SAFETY REGULATIONS FOR RENTAL PROPERTIES

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ADVICE TO PROSPECTIVE LANDLORDS

The Furniture and Furnishings (Fire) (Safety) (Amendment) Regulations 1993

These regulations aim to improve safety by requiring all furniture and furnishing in rented properties to pass the “cigarette test”.

It is an offence to “supply” in the course of business any furniture which does not comply. The Regulations apply to upholstery and upholstered furniture, loose fittings and permanent or loose covers.

Property that was first let prior to 1st March 1993

Property that was first let prior to
The transitional period expires on 31st December 1996 during which time all existing furniture (to which the regulations apply) which was supplied and already in use in the same letting property before 1st March 1993 may continue to be used until 31st December 1996 whether or not there is a change in tenants.

Property that was not let prior to 1st March 1993

All upholstered furniture and furnishings in accommodation made available for letting for the first time since 1st March 1993 must meet the Requirements.

Furniture and Furnishings that will have to comply

The Regulations apply to all upholstery and upholstered furniture and loose fittings, permanent or loose covers including beds, mattresses, pillows, settees, armchairs, scatter cushions and beanbags.

Carpets and curtains are not covered by the Regulations.

Introducing new furniture

All furniture and furnishings introduced into a let property after 1st March 1993, regardless of whether it had been let prior to 1st March 1993, must comply with the Regulations. Most

Exclusions to the regulations

Exclusions to the regulations
Furniture that was manufactured before 1st January 1950 does not need to comply with the regulations, as apparently the inflammable materials were not in use prior to 1950. This exempts “period” or antique furniture.

Penalties for non-compliance

The offence carries a punishment of six months imprisonment or a “level 5” fine, currently £5000 or both.

These penalties are only for non-compliance. Should there be a fire at the property and it can be proven that the non-compliant furniture aggravated the fire, the landlord could be held liable, and subject to a damages claim from injured parties. Landlord’s insurance cover may well be voided by the insurer in such circumstances.

What you must do

Check for the safety labels which should be attached to all compliant furniture manufactured since 1993.

If you are unsure about the age or safety standard of any items of furniture, there are companies who can inspect and advise on these matters.

Please ask your lettings office for details.

You can also contact the Department of Trade

furniture manufactured since 1983 will probably comply.

& Industry on **020 7215 5000**, or your local Trading Standards Office.

Professional Landlords are clearly covered by the reference to “supplying goods in the course of business”. Less clear is the position of the “owner-occupier” letting his own home. Whilst D.T.I. have offered the opinion that it is **not** “supply in the course of business”, when the owner is away for a short period, it may become so if the property is let in the long term or let on several sequential tenancies. We would advise all landlords to ensure that relevant furnishings within the property are compliant with the Regulations.

The Gas Safety (Installation and Use) Regulations 1994

Regulations apply from 1st October 1994 to all rented properties.

They State that:

“It shall be the duty of any person who owns a gas appliance or any installation pipework installed in premises or any part of premises let by him to ensure that such appliance or installation pipework is maintained in a safe condition so as to prevent risk of injury to any person”.

and that person should:

“ensure that each appliance to which that duty extends is checked for safety at intervals of not more than 12 months by an employee of, or a member of a class of persons approved for the time being by the Health and Safety Executive”.

and that he:

“keep a record in respect of the appliances to which that duty extends, of the dates of the inspection, the defects identified and any remedial action taken.

in addition:

“the record must be given to the tenant of the premises within 28 days of the check”.

A copy of the last safety check record must be given to the tenant before they occupy the premises.

What does “gas appliance” mean?

“Gas appliance” means an appliance designed for use by a consumer of any mains, propane or calor gas for heating, lighting, cooking or other purposes

What are landlords responsible for?

The landlord of a let property must not use or permit a gas appliance to be used if at any time he knows or has reason to suspect that:

- a) There is insufficient supply of air for the appliance for proper combustion;
- b) The removal of the products of combustion from the appliance cannot safely be carried out;
- c) The room in which the appliance is situated is not adequately ventilated
- d) Any gas escaping from the appliance
- e) The appliance is so faulty or maladjusted that it cannot be used without danger.

Who is allowed to install and check gas appliances and pipework?

Only companies or individuals who are approved by the Health and Safety Executive may carry out installation and checking of gas appliances and pipework, fittings and meters.

This means Gas Board employees, CORGI Registered companies or individuals, approved for work on residential property.

Are there regulations regarding the types of appliances installed?

All gas appliances installed must be able to be used safely. There are restrictions on the type and heat output of appliances that may be installed in rooms intended for sleeping or in bathrooms and

for which gas can be used.

This obviously includes central heating systems and other heaters, cookers, refrigerators, tumble dryers, indeed any fitted gas appliance.

What about “gas pipework”?

“Gas installation pipework” means gas pipework, valves, regulators and meters.

shower rooms.

CORGI registered or Gas Board engineers will be able to advise you.

Properties managed by ourselves

If your property is to be fully managed we will, as part of our normal responsibility:

- a) Organise the required annual safety check,
- b) Keep all notes and records for inspection.
- c) Supply a copy of the safety check record to the tenant.

It is essential that you pass to us details of service contracts and previous safety checks on appliances. The records should include details of the engineers name, address, the work carried out and date.

Electricity Safety

The safety of Consumer Goods is controlled by the requirements of the Consumer Protection Act 1987. These requirements extend to “consumer goods” supplied in the course of business - in this case rented accommodation.

The landlord is responsible for ensuring that safety rules are complied with - in particular, that all electrical appliances must be safe for use.

Other legislation covers electrical installations and the safest way of avoiding prosecution for breach of one of the main regulations is to ensure that everything in the rented property is regularly checked and serviced.

Most items that have been purchased since June 1989 should meet British Standards.

If an appliance is older than this it should be checked by a competent electrician.

Electrical appliances should be checked for the following:

Live parts should not be accessible.

Leads should not be worked or frayed

Correct plugs (marked BS1363) should be fitted

Smoke Alarms

The Building Regulations 1991 require that all properties built since June 1992 must have mains operated and interlinked smoke alarms fitted on every floor.

There are no such regulations regarding older properties, but we recommend that smoke alarms be fitted to all properties.

Other safety regulations

Where a house is divided into flats, the landlord retains control and occupation of all the common ways. Legislation such as the Housing (Management of Houses in Multiple Occupation) Regulations 1990 and the Occupiers Liability Act 1985 place responsibility on all landlords for the safety of tenants and visitors and anyone else who comes into the building.

The regulations are strictly enforced and landlords must ensure that all parts of the building which are in common use are maintained in good order and decoration, and are clean and in good order.

All staircases, corridors etc. must be kept free

and correctly fused.

Any moving parts should be guarded.

Electric blankets should be serviced according to the manufacturer's instructions.

Microwave doors should be clean, free from corrosion and effective.

Washing machines, cookers etc. should be serviced and in good working order.

Electric heaters and central heating appliances should be serviced annually.

Fireguards should meet BS3248.

Any fire extinguishers should be marked BS5423 1987.

Fire blankets should be marked BS6575 1985.

from obstruction and must be kept safe. There must be full fire precautions and means of escape in case of fire.

As an example, any missing handrails or banisters must be replaced immediately. If there are any shared kitchens, toilets, bathrooms or showers, these must be kept in proper working order, clean and properly lit.

All fire safety regulations must be adhered to and there must be full provision of such fire precaution works as required by the local authority or fire service.

A GUIDE TO 'MY PAD' LETTINGS & MANAGEMENT

Our experienced staff are adept at handling lettings and management of residential properties ensuring the whole process runs smoothly. We also offer a sales, investment and financial service as part of our comprehensive customer orientated package.

Our involvement in all aspects of the residential property market means that we have a substantial client base. This, combined with the location of our shop, enables us to offer a greater degree of choice and service than many of our competitors. Over the years we have built up a strong relationship with a number of multi-national companies, banks and embassies. This, together with the many recommendations received from satisfied Landlords and Tenants, ensures our applicant base is of a high quality.

Because we are independent we can provide a more individual and tailored service. This includes everything from marketing the property, to taking up references, organising detailed inventories, inspections and ensuring that all the administration is as it should be.

Our service begins with a free valuation where one of our qualified staff will inspect your property and advise you on all aspects of letting. One of the most valuable steps you can take as a Landlord is to consult us at an early stage. Our knowledge of the amenities that are in demand means we can recommend improvements for a speedy rental with a good return. First impressions are all important and a well presented home will lead to not only the best price but also a shorter marketing period.

Once an asking price has been set and you have agreed to our Terms and Conditions, we will begin the marketing process. A flat that is ready to move into should be let within a 2-10 day period.

MY PADS' internet website allows us to advertise "worldwide" to a massive audience. Your property details will also be emailed and/or texted, via our communication network, to our contacts at numerous blue chip multinational

companies, solicitors, accountants, hospitals, law firms, city banks and relocation agents.

An advertising schedule for the property will be prepared (both locally and nationally) and, if appropriate, photographs of the site will be included.

Once a suitable tenant has been found we will inform you of their offer, the proposed date for moving in and their occupation. At this stage we will begin obtaining the following references where suitable:

- Landlord Reference
- Employment Reference
- Credit Check/Bank Reference

Once references have been thoroughly checked, the Tenancy Agreement is prepared ready for signing. Both contracts must be signed and dated for the tenancy to take effect and be legally binding. Keys are never given to a tenant until **MY PAD** are in receipt of cleared funds.

Our aim at **MY PAD Residential Lettings & Management** is to eliminate any complications by providing an agent with a high level of knowledge and experience to guide you through a trouble-free tenancy and to give you a service, we believe is, second to none.

MANDELLS

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**PROPERTY MANAGEMENT AGREEMENT
LETTER OF OFFER**

TO: **MANDELLS (CHARTERED SURVEYORS)**
ACRE HOUSE
402 FINCHLEY ROAD
LONDON NW2 2HR

RE:

(The Property)

WE/I:

c/o

The owners or duly authorised agents of the owners of the above Property (hereinafter referred to as the "Owner") request and authorise you to manage the property on the terms and conditions set out herein.

Signed
Owner/For and on behalf of the Owner

.....
(PRINT NAME IN CAPITALS)

Accepted for and on behalf of

MANDELLS

Signed

Dated

Initialed:.....

TERMS & CONDITIONS

PROPERTY MANAGEMENT AGREEMENT

1. No agreement shall be binding on Mandells until the Letter Of Offer attached hereto completed and signed by the Owner has been accepted by a duly authorised representative of Mandells and signed and dated by him.
2. Mandells shall collect all rents and other charges as instructed.
3. (a) Mandells shall prepare regular Statements of Account as agreed on a monthly basis and remit all sums due less:
 - (i) all monies received on account
 - (ii) service charges
 - (iii) insurance charges
 - (iv) any float held by Mandells

(b) Mandells shall maintain suitable records for the production of yearly accounts for the Property in accordance with RICS/ISVA Regulations.
4. (a) Mandells will pay all outgoing relating to the Property until otherwise instructed.

(b) If in the opinion of Mandells it has insufficient funds to discharge such outgoing whether due to non-payment of rent or service charge by any tenant or any other cause, it shall notify the Owner of such deficiency specifying the amount required from the Owner.

(c) When it has insufficient funds Mandells shall not be obliged to pay any outgoing in respect of the Property unless it has been provided with extra funds as requested in accordance with Clause 4(b) above.

(d) Mandells shall not accept any liability for the non-payment or late payment of any outgoing and the Owner hereby indemnifies Mandells against all and any claims arising in respect of such outgoing relating to the Property.
5. Mandells shall be entitled to Management Charges plus VAT as follows:-

Assured Shorthold Tenancies = 5%

and shall be entitled to deduct such sums in advance on an annual basis before any other deductions and before paying any of the outgoing under Clause 4 hereof. It is agreed that Mandells are entitled to review their charges on an annual basis subject to a minimum 5% increase on each anniversary of this Agreement.

In addition Mandells shall be entitled to charge a figure of £200 plus VAT for any meetings outside of normal working hours up to two hours in length. Thereafter a further charge based upon £150 per hour will be levied. Mandells do not have an obligation to attend any meetings without prior arrangement and agreement.

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6. (a) Subject to Clause 4(d) above Mandells shall arrange for the carrying out of minor running repairs estimated by Mandells to cost less than £1,000 (excluding VAT) per item (“minor works”) and shall pay for such minor works out of the monies held by it on behalf of the Owner and detail such expenditure in the annual accounts.
- (b) In respect of maintenance works estimated to cost more than £1,000 (excluding VAT) per item (“major works”) Mandells or their appointed surveyors shall:
- (i) Obtain estimates or quotations for the works to be carried out.
- (ii) Supervise the carrying out of such works.
- (c) Mandells shall be entitled to charge at its normal rate for supervision and management of all major works and repairs carried out under Clause 6(b) which shall be 10/15% of the total cost (excluding VAT) of the works subject to a minimum charge of £250.
- (d) Except where previously requested in writing Mandells shall not seek authorisation from the Owner before proceeding with any works under this clause.
7. Providing that the Owner shall have provided Mandells with full and complete records relating to the Property and a complete and accurate record of all Leases currently in force, Mandells shall notify the Owner of all Rent Review, Lease Expiry and Break Option dates.
8. (a) If so required in writing Mandells shall:
- (1) Interview and hire security, maintenance, cleaning and other staff and
- (2) Instruct Professional Advisers.
- For and on behalf of the Owner and the Owner agrees that all costs and expenses so incurred will be the responsibility of the Owner and the Owner hereby indemnifies Mandells against all and any costs and expenses, claims and liabilities whatsoever and howsoever arising.
- (b) Mandells may at their discretion arrange Employer’s Liability Cover and Public Liability Cover on behalf of the Owner in respect of any such employees, but unless and until the Owner is advised in writing that such cover has been effected, responsibility for such insurance shall remain at all times with the Owner.
- If so advised by its Accountants, Mandells shall be entitled to withhold basic rate tax in respect of all remittances paid to the Owner, and shall account to the Inland Revenue for such base rate tax, and prepare and deliver a Certificate of Tax Deduction to the Owner certifying the payment of such tax.
10. Mandells shall not be obliged to account to the Owner for interest on any sums held by it in relation to the management of the Property except in accordance with RICS/ISVA Regulations where applicable. If Mandells do place rentals or other monies into their interest bearing Client Accounts, the interest receivable will accrue to Mandells only.
11. The Owner and any person, firm or company signing this Agreement as the authorised agent of the Owner agrees that in relation to all matters relating to the Property, Mandells are merely the agents of the Owner and hereby indemnifies Mandells against all and any claims and demands of whatsoever nature and howsoever arising in respect of the Property or arising out of or in respect of the performance of Mandells of its duties of management under this Agreement.

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12. The Owner hereby warrants that the Property is adequately insured and Mandells accept no liability for any loss or damage to the property howsoever caused, nor for any under-insurance or non-insurance of the Property or its contents.
13. Mandells shall be entitled to rely on these and shall not be obliged to make any independent enquiries to verify any statements made to Mandells by the Owner or its authorised representatives. The Owner agrees to fully indemnify Mandells in respect of any incorrect or inaccurate statements made to Mandells in respect of the Property.
14. (a) This Agreement may be terminated by 3 months' written notice by either party given so as to expire on a quarter day save that the Owner shall not be able to terminate this Agreement in the first 12 months and any notice of termination served during the first 12 months on Mandells by the Owner shall be deemed to terminate this Agreement on the next quarter day after the expiry of the first 12 months.

(b) Upon termination the Owner shall immediately remit to Mandells all and any sums outstanding in respect of:
 - (i) Any disbursements paid out by Mandells.
 - (ii) Any management fee.
 - (iii) Any other liabilities relating to the Property.
15. For the avoidance of doubt the Management Charge does not cover the following services for which Mandells will be entitled to charge at their standard rates of charge applicable from time to time, nor does it cover any disbursements and other incidental expenses in relation to the provision of such services.
 - (a) Advising of the Owners liability under any repairing covenants (where applicable).
 - (b) Obtaining any estimates for the alteration, repair or modernisation of the Property or the supervision of such works except minor works carried out under Clause 6 hereof.
 - (c) Obtaining any estimates for any works to be carried out by order of any Local Authority or under any Act of Parliament.
 - (d) Negotiating any claims, settlements, repairs or any other matters relating to the Property.
 - (e) Valuing or re-valuing the Property for insurance, tax or other purposes.
 - (f) Preparing and implementing Schedules of Dilapidations.
 - (g) Preparing and checking inventories of Landlords and Tenants fixtures and fittings and Schedules of Condition.
 - (h) Negotiating or re-negotiating the letting or re-letting, sub-letting or assignment of any tenancy relating to the Property or the sale or purchase of the Property and the running of any marketing campaign in relation thereto.
 - (i) Negotiating Rent Reviews and Lease Renewals whether acting for the Owner as Landlord or Tenant.
 - (j) Preparing and submitting evidence to Court and recovering rent and service charges from Tenants in compliance with Lease covenants.

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- (k) Dealing with matters arising in connection with adjoining property or adjoining owners and Party Wall Awards and Notices.
 - (l) Advising on Lease structuring or re-structuring.
 - (m) Advising and negotiating on any matters relating to:
 - (i) Rating
 - (ii) Planning
 - (iii) Grant Applications
 - (iv) Insurance
 - (v) Re-registration of Residential Rents.
 - (n) Other matters not covered by this Property Management Agreement.
16. All Notices to be served under the Agreement shall be validly served if sent by post to the Registered Office or Business Address of either party as shown above, or such other address as the party to be served has previously notified in writing to the other party as his address for service from time to time.
17. This Agreement shall be governed by and construed in accordance with the Laws of England and Wales and both parties hereby agree to submit to the exclusive jurisdiction of the English Courts.
18. Under Section 36(1) of the Health & Safety At Work Act 1974, it is a duty of a Managing Agent or their Landlord to ensure that under Regulation 35 gas equipment in rented property is to be checked annually by a registered installer, and to keep accurate records of work carried out on all appliances in their control. Therefore, under this Agreement we confirm that the Owner will be responsible for the cost of complying with this regularly and any costs involved with ensuring that appliances comply accordingly and will reimburse the Management Agents for all costs involved. Costs will also include the annual inspection by an approved class of person to carry out such inspections.

MANAGER

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OUR TERMS & CONDITIONS & A LANDLORD'S GUIDE TO LETTING A PROPERTY

THE PROPERTY - DECORATIONS AND CLEANING

The Landlord shall attend to any internal or external decorations which may be necessary prior to the Tenancy commencing. It is the Landlord's responsibility to hand the property over in a clean and tidy condition.

APPLIANCES

The Landlord shall have all appliances, including the central heating system, checked and serviced and shall, where possible, take out maintenance contracts for the period of the Tenancy. It is essential that operating manuals are provided along with any maintenance contracts so that the appropriate manufacturers can be called out if necessary. If the appliances are under guarantee then guarantee cards should also be made available to the Tenant, or the managing agents.

FURNITURE, FITMENTS, MISCELLANEOUS ITEMS, ETC.

If the Landlord has agreed to provide the tenant with any additional items, these should be in the property by the commencement of the tenancy and, if this is not possible, the tenant should be informed in advance of the date these items will arrive.

GARDEN

The Landlord should ensure that the garden is in good condition. If it is the Landlord's intention to have the garden maintained during the term of the Tenancy, then arrangements should be made with a gardener. If the Landlord requires the Tenant to maintain the garden, adequate tools should be provided. Either way, the arrangement will be recorded in the tenancy agreement.

AUTHORITY TO ENTER INTO A TENANCY AGREEMENT

It is imperative that the party entering into the Tenancy Agreement or the person signing on behalf of that party has the legal right to do so. Proof of authority may be required by the proposed Tenant or his solicitor before he agrees to enter into such an Agreement.

CONSENT TO LETTING

It is essential that the Landlord obtains the necessary consent where applicable from the Head Lessor, Mortgagee etc. Where possible, consent should be applied for prior to finding a Tenant to avoid any delays in granting the Tenancy Agreement.

INSURANCE

It is the Landlord's responsibility to ensure they have adequate insurance cover for the property and contents (including public liability) for the full period of the Tenancy or any extension and for the period when the property may be vacant. The Landlord should notify their insurers that the property is to be let.

FIRE REGULATIONS

The Furniture and Furnishings (Fire)(Safety) Regulations 1988*, (as amended in 1989**) which will progressively replace the Upholstered Furniture (Safety) Regulations 1980 (as amended in 1983), set new levels of fire resistance for domestic upholstered furniture, furnishings and other products containing upholstery.

Amendments Regulations***, made in February 1993, means that furniture not meeting the fire resistance requirements of the 1988 Regulations can continue to be supplied in accommodation until 31 December 1996, providing that it was included in the letting of the same accommodation prior to 1 March 1993.

From 1 March 1993, furniture (whether new or second hand) which is additional to, or in replacement of, existing furniture in accommodation let prior to this date must comply with all the fire resistance requirements.

Also, from 1 March 1993, all furniture (except furniture made before 1950) included in accommodation which is made available for let for the first time from this date must meet all the fire resistance requirements.

The fire resistance requirements for the range of products covered by the 1988 Regulations are described in the Department of Trade and Industry booklet, A Guide to the Furniture and Furnishings (Fire) (Safety) Regulations.

GAS APPLIANCES

The Gas Safety (Installation and Use) Regulations 1994 place duties on gas consumers, installers, suppliers and Landlords and cover all types of gas ie:- mains, propane or calor.

By Law all Landlords are responsible for all appliances and for making sure that appliances are maintained in good order and checked for safety at LEAST every 12 months. As a Landlord you are legally obliged to keep a record of the safety checks and tenants can ask for written proof of this.

If you need any further advice, we recommend that you call Gas Safety Action Line on 0800-300363.

CONTENTS UNDER HIRE PURCHASE OR RENTAL HIRE

The Landlord must cover all rental hire payments and hire purchase instalments for the period of the Tenancy.

UTILITY ACCOUNTS

Before the tenancy commences, all utility accounts, namely telephone, gas, water and electricity must be paid up to date.

ELECTRICITY

Landlords must ensure that ALL electrical appliances and the electrical supply is "safe" and will not cause danger. Inspectors could not request confirmation that inspections have been regularly made, although no specific timescale is given nor is there any requirement for inspections to be made by members of certain bodies.

SMOKE DETECTORS

All new homes must be fitted with mains operated smoke detectors. They must be installed on every floor and must be interlinking. These rules are incorporated in the Building Regulations 1991 and apply to property built after June 1992. There are no specific regulations governing older buildings but Fire and Safety Officers recommend the installation of at least battery operated devices. N.B: There is little or no Case Law to refer to on some of these regulations and it is the Courts who make the final decisions.

WATER RATES & COMMUNITY CHARGE

The Tenant is usually responsible for paying the water rates during the term of the Tenancy and the Landlord and Tenant must advise the authority concerned of the changeover. It is the Landlord's responsibility to inform the Agent should there be any change in this arrangement, in order that the Tenancy Agreement can be altered.

It is the responsibility of the tenant or the permitted occupier/s of the property to pay the Community Charge throughout the term of the tenancy, subject to any term to the contrary in the Tenancy Agreement mutually agreed by the parties. Under no circumstances, can we accept or pay any bill on your behalf.

NAMES OF CONTRACTORS

If the property is to be managed then it will be necessary to provide the managing agents with the name, address and telephone number of the plumber, electrician, general handyman etc, who normally attend to the property. We shall not perform any management functions whatsoever, unless we have your clear written instructions to do so.

AUTHORISATION & APPROVAL OF TENANT

In the event of the Landlord being abroad prior to the finalisation of a Tenancy, it will be necessary to give someone authority to approve the references and Power of Attorney to sign the Tenancy Agreement.

STATUS OF LANDLORD

It is vital that we are informed as to the status of the Landlord, viz: whether the Landlord is the Owner Occupier or a Resident Landlord within the definition of the Rent Acts or whether the Landlord holds the property as an investment. This information is required so that Landlord's protection under the Rent Acts is ensured so far as possible.

TENANCY AGREEMENT/RENT ACT

We will, if required, prepare the Tenancy Agreement according to the type of tenancy, which can now be either an Assured Shorthold Tenancy (see Rent Act 15.1.89) or a Company let. The Agreements which are used have been approved by our own Solicitors and cover most eventualities but we suggest that the Landlord's own Solicitors be given the opportunity to peruse the Agreement as neither we nor our Solicitors can take any responsibility whatsoever in relation to the use of the Agreement in any particular case.

DEPOSIT & DILAPIDATIONS

The Tenant will be required to pay a deposit (usually one month's rent) against damages, dilapidations, and unpaid rent. This deposit should be placed in an interest-accruing account for the benefit of the tenant. As soon as a report/estimate is received from the inventory firm, providing there are no disputes as to the dilapidations, the necessary appropriations should be made from the deposit. If the extent of the dilapidations is such that estimates have to be obtained or replacement items purchased, then responsibility for arranging such estimates and replacements lies with the Landlord. We cannot attend to such matters on behalf of the Landlord. Once full details of the dilapidations have been assessed and agreed by both parties, the appropriations should then be made from the deposit.

WHERE RENT IS TO BE PAID

Where the Landlord requires the rent to be remitted directly to their Bank or Building Society in the United Kingdom, we will require the name, address, branch and account number of such Bank or Building Society. If funds are to be remitted outside the United Kingdom we will provide this service subject to payment by the Landlord of any bank charges incurred. It must be stressed that this service will only be provided whilst there are no exchange control restrictions.

INVENTORY

It is customary practice for the Inventory and Schedule of Condition to be prepared by an independent specialist inventory firm and we will arrange for this to be done although we cannot accept liability for any error or omission on their part. The cost of its preparation should be borne by the Landlord. If there is to be a check-in and check-out the cost will usually be the responsibility of the Tenant. If it is the Landlord's intention to prepare the Inventory themselves, then it should also include a Schedule of Condition. In this case it will also be necessary for the Landlord to "check-out" the Inventory with the Tenant at the end of the Tenancy.

TAXATION

If the Landlord is non-resident or if the Landlord Company is not registered in the United Kingdom, then the managing agents will be obliged to retain funds to provide for taxation at source, calculated at the standard rate. It is preferable that the Landlord appoints a firm of Chartered Accountants or Tax Consultants to deal with the tax liability so that they can make the appropriate arrangements with the Inland Revenue regarding the payment of tax. Alternatively, if a suitable letter of indemnity is issued to the managing agents, they can release the funds retained for this purpose.

REDIRECTION OF MAIL

This can either be arranged officially through the local Post Office for a small fee or directly with the occupant, whereby the mail can be forwarded on. We are unable to provide a forwarding service.

RENT ARREARS

The Landlord is also responsible for any legal costs incurred. **MY PAD** cannot be held responsible for any Tenant's breach of contract or non payment of rent, or any costs incurred therein.

SCALE OF CHARGES

LETTING SERVICE

The fee for introducing a Tenant is _____ (on a sole agency basis) or _____ (on a multiple agency basis) of the first year's rental plus VAT, ignoring any options for either party to terminate, with a minimum charge of _____ plus VAT.

In the event of the original term being extended beyond one year, whether or not the renewal is arranged by us, to either the same Tenant or any person or company connected with this Tenant, a further commission at the reduced rate of _____ plus VAT will be due. This fee is due for all subsequent renewals of the Tenancy, for any term, whether or not the renewal was arranged by **MY PAD**.

We will be acting as sole/multiple agents from the date of this agreement. This agreement shall continue until and unless terminated by either party giving the other 7 days notice in writing.

MULTIPLE AGENCY

By entering into a Multiple Agency agreement you have the right to instruct other agents in addition to **MY PAD** without our consent.

SOLE AGENCY

By entering into a Sole Agency agreement you will be liable to pay remuneration to **MY PAD** in addition to any other costs or charges agreed, if at any time unconditional contracts for the letting of the property are exchanged with a tenant introduced by us during the period of our sole agency or with whom we had negotiations about the property during that period, or a tenant introduced by another tenant during that period.

SHORT TERM TENANCIES/HOLIDAY LETS

The fee for introducing a Tenant is _____ plus VAT of the total rent due for the entire agreed term or any extension. This applies to all Tenancies under 26 weeks, with a minimum charge of _____ plus VAT.

MANAGEMENT FEES

MY PAD'S Property Management fees are 5% plus VAT of the yearly rent. Management fees are paid quarterly in advance.

SALE OF PROPERTY

If you sell the property subject to the Tenancy, you will continue to be liable for commission on all extensions. You may assign your obligations to the purchaser, but you must obtain his agreement in writing before you complete the sale.

If the purchaser agrees to take over your obligation to us, you must send us his signed agreement undertaking to be responsible for our fees, and his name and address. Otherwise you will remain liable for the commission up until such time as the tenant (or any person or company connected with this tenant) vacates the property.

PURCHASE OF PROPERTY

In the event that the Tenant, or anyone connected with the Tenant eventually purchases the property at any time after the commencement of the Tenancy, we shall be entitled to our fee to be calculated at 2.5% plus VAT of the purchase price if we are sole agents or 3% plus VAT if we are multiple agents.

PAYMENT

All fees become payable in full as soon as the Tenancy Agreement is signed and the first instalment of rent is paid. If the Tenancy is for longer than one year, then our fee is paid annually in advance.

WHAT SERVICES DO WE PROVIDE?

Letting Service

1. Inspection of the property, advice on rental you are likely to achieve.
2. Undertaking a comprehensive marketing campaign
3. Arranging for prospective Tenants to view the property (always accompanied by a member of staff, unless otherwise arranged and thereafter to negotiating and agreeing the terms of the Tenancy.

If a suitable tenant is found who makes an offer acceptable to the Landlord, **MY PAD** will undertake to:-

1. Apply for the necessary financial and/or personal references. Whilst **MY PAD** will take care in the taking up of references and selection of potential tenants, we cannot accept any responsibility or liability should a tenant prove to be unsatisfactory in any way.
2. Prepare the Tenancy Agreement, unless otherwise instructed and thereafter supervise and co-ordinate the documentation until such time as the Agreement has been signed and an exchange has been effected.
3. Take a deposit of one month's rental, to be held by you against possible dilapidations and unpaid rental.
4. Arrange for the first instalment of rent to be paid in advance and to account to the Landlord as soon as the funds have been cleared by our bankers.
5. Make arrangements at your request for a specialist firm to prepare an Inventory prior to the Tenant taking occupation and arrange for the Inventory to be checked at the end of the Tenancy.
6. Advise the Tenant to transfer utilities into their name.
7. Advise the Tenant to arrange for the rent to be credited directly into the Landlord's bank/ building society account. We can not accept any responsibility or liability should a tenant fail to comply.

Please note, all the above services are optional and there will be no reduction in our fees should one or all of the services not are required.

EMERGENCIES

It is important, in the case of non management lettings, that the Landlord provides the Tenant with the names of service engineers, who the Tenant may call upon in an emergency or otherwise. The Landlord should authorise the Tenant to carry out works at their discretion in an emergency or to telephone the Landlord direct to discuss any problems.

ADDITIONAL CHARGES

Abortive Costs

1. Once the terms of a tenancy have been agreed and the Landlord has instructed us to proceed with the formalities (preparing and agreeing the documentation and applying for the relevant references etc) should the Landlord then withdraw from the transaction, the Landlord shall reimburse us the costs of _____ inclusive of VAT.
The Landlord shall not, however be responsible for the aforementioned costs, if the references on the proposed Tenant prove to be unsuitable or if the Tenant withdraws from the transaction prior to completion.
2. Any bank charges incurred by us, when depositing or remitting funds in connection with the letting, shall be recoverable for the Landlord.
3. If requested by the Landlord to arrange for an Inventory to be prepared, the cost of doing so shall be recoverable from the Landlord. Under the terms of our standard form of Tenancy agreement the Landlord is responsible for the cost of having the Inventory checked at the commencement of the Tenancy and the Tenant for the cost of having the Inventory checked at the end of the Tenancy. If any variation is made then any costs incurred by us shall be recoverable from the Landlord.
4. If during the course of the Tenancy it becomes necessary to instruct Solicitors on the Landlord's behalf, their fees will be the responsibility of the Landlord.

*Statutory Instrument 1988/No. 1324, HMSO £2.90 net

**Statutory Instrument 1989/No. 2358, HMSO £1.35 net

***Statutory Instrument 1993/No. 207, HMSO £0.65p net

HOUSE DOCTOR'S TIPS ON LETTING YOUR 'PAD'

The presentation of your property is a critical factor in achieving the highest possible price. If a property is presented poorly it can have an effect on the price, a neglected property often sends out warning signals to potential tenants. Therefore, it is important to ensure that your property looks its best when showing potential tenants.

Below is a list of the important aspects to consider:

1. The outside of the property is obviously the first thing that a prospective tenant will see and their initial impression is very important. If you are letting a flat and the external condition is not entirely your responsibility you should at least take note of the following:
 - Are the bins located in the front of the house and do they look messy? If a tenant is walking up to a front door and there are overflowing bins outside it does not create a good impression. Move the bins to the side and ask that the other occupants do the same.
 - You may not be responsible for the front garden or walkway but it does not cost much to put a few plants at the front of the house to create a welcoming impression.
 - Is the gate to the house broken? Consider getting it repaired - it shouldn't cost very much. A tenant will rarely be drawn to a house that looks neglected and unloved.
 - Is the front door in good condition? If not it may be worth while speaking to the other occupants to get it repainted etc.
 - Inspect the communal areas. For example, make sure that the light bulbs are all working and that there aren't piles of post lying on the floor. These little things all help to create a good impression.

If you are letting a house and the external condition is solely your responsibility then, in addition to the above you should consider the paintwork. Is it still presentable? If not, then it might be wise to get it repainted. Such minimal cost which will certainly enhance the value of your property.

Once a prospective tenant enters your home try to keep animals and children from running to the door as this can be overwhelming and can also make a hallway feel small and overcrowded.

Smells are very important. Cooking smells, cigarette smoke and animal odour are certainly off putting to a potential tenant and pleasant smells such as incense or pot pourri give a more comfortable feeling. Open the windows before your viewings to keep the air fresh.

Messy homes often make rooms appear smaller than they actually are. Try to clear away clutter and make use of your wardrobes and cupboards. Pick up all of the children's toys and keep them out of the way of people's feet. Try not to leave washing hung out to dry in the hallway.

It is very important to keep a kitchen looking clean even if it is not always possible to keep it tidy. If any cupboard doors are falling off it is definitely worth ensuring they are fixed. New doors for kitchen units can be surprisingly cheap. A tenant is much more comfortable renting a home that has obviously been well looked after.

Make sure your bathroom is cleaned thoroughly and put all away all your toiletries and towels.

A stained carpet is also very off putting - something that can be fixed fairly easily with a good carpet cleaner.

Remember to show off all built-in storage, but make sure that when you open the doors, clothes or toys don't tumble out. Don't point out every window, power point, TV aerial etc. It is much better to let prospective tenants ask you questions. It is not in your interests to let a potential tenant think you are too desperate to let your property.

Honesty is the best policy. If a potential tenant asks a question and you know the answer you must always be truthful. You will always be found out further down the line.

FENG SHUI TIPS

Feng Shui is the ancient Chinese art of harnessing the energy force of nature, called Chi – via placement, colour and design etc - to promote prosperity, harmony and vitality. Over the last five years Feng Shui practice has gained increased recognition in the Western World as awareness of its benefits has spread.

We hope the following list of easy tips will be of interest to you:

1. A solid door is better than a glass one and if it is external put plants near it to attract vital Chi. If the number to your apartment is a double digit fix the second digit on your door so that it is positioned slightly higher than the first one.
2. Mirrors are good to expand space but check that what they are reflecting is a positive image; you don't want to double something negative.
3. You do not want an entrance door at your bed head wall and avoid sleeping under a beam. If possible, place your bed against a solid wall.
4. Full spectrum lighting is best, such as halogens.
5. When making choices use your own intuition, not that of a friend. Your own gut instinct is normally right for 'you'. Have all the elements present in your design, FIRE, EARTH, METAL, WATER, WOOD:

Fire – red - lighting

Earth – terracotta – square shapes

Metal – metal furniture – curved shapes

Water – water falls – colours black and navy

Wood – wooden furniture – plants

These tips were provided by Rosalyn Dexter, whose innovative book “Chinese Whispers” is available from Ebury Press, Random House.

USEFUL CONTACT NUMBERS **FOR THE ISLINGTON AREA**

UTILITIES -

British Telecom:	150 (if you have an existing line)
British Telecom:	0800 800 150 (from a non-BT phone)
Cable TV:	020 7393 2828
Gas:	01703 824 100
Electric:	020 8298 9898
Islington Council:	020 7527 2000
Water Rates:	0645 200 888
Sky TV:	0990 102 030
Parking Permits:	020 7527 2561

LOCAL AMENITIES -

Hospital:	020 7387 9300
Florist:	0800 281 332
Doctors:	020 7226 9090
Cinemas:	0870 505 0007
Dentist:	020 7275 7116
Black Cab:	020 7272 0272
Police Station:	020 7704 1212
Mini Cab:	020 8883 3000
Hairdressers:	020 7354 2554
Gymnasium:	020 7704 9844
Physiotherapist:	020 7435 4910
Swimming Pool:	020 7704 2312
Chiropodist:	020 7588 8803
Vets:	020 7359 1888

PROFESSIONAL SERVICES -

Solicitor:	020 7631 0302	- Leigh Davis & Co
Financial Adviser:	020 7328 3280	- GFS
Managing Agents:	020 7472 5757	- Mandells

Disclaimer: MY PAD accepts no liability for the services provided by the above companies.