



Information for Landlords

General Matters

GENERAL MATTERS

INVENTORIES

An inventory is a binding legal document that provides an accurate written record of the condition and contents of a property at the beginning of a tenancy. It is only effective if it is accurate so, all defects and soiling must be noted.

The following areas are normally included in an inventory check:

- Interior condition and decorative order, plus the fixtures and fittings including: doors, windows, drapes/blinds, ceilings, walls, carpets etc.
- Furniture and other contents, excluding items which the Inventory Clerk considers as expendable, such as magazines, living plants, etc.
- Gardens are described in layman's terms only. Garden statues, sheds, outbuildings etc. will be described as deemed appropriate.
- Lofts, cellars and similar areas are not normally covered.

In every case, detailed comments are shown beside each description.

The independent inventory company recommended by Vickery follow recognised professional guidelines, however, should a property contain anything considered an antique or of great value the inventory company must be notified and valuations provided.

It is recommended that a property be cleaned to a professional standard for the start of a tenancy paying particular attention to carpets, curtains, upholstery, kitchens and bathrooms. If an item is soiled at the start of a tenancy a tenant cannot be charged for cleaning it at the end. Landlords are advised to retain all receipts.

The inventory is not only a list of all items in the property, but a detailed schedule of their condition as well as the condition of the property itself.

Without a prepared inventory and schedule of condition it is extremely difficult to assess and claim for dilapidations caused by the tenant.

A Court of Law would most certainly want to see written evidence of the condition of any item/property before considering a claim.

We would recommend that you have a professional independent inventory drawn up, whether the property is to be tenanted full or part furnished or unfurnished. Should we instruct an independent inventory company on your behalf or you choose to draw up your own, Vickery cannot accept liability for any errors or omissions.

Inventory Preparation Fees – including VAT

	Unfurnished	Furnished
1 bedroom	£126	£138
2 bedrooms	£144	£150
3 bedrooms	£150	£162
4 bedrooms	£162	£174
5 bedrooms	£186	£198
6 bedrooms	£200	£220

CHECK-IN & CHECK-OUT

We will arrange for a check-in and check-out to be carried out at the beginning and end of a tenancy. The cost of the check-in is covered within the set-up fee paid by you at the start of the tenancy. The cost of the check-out will be invoiced at the end of the tenancy.

Check-out Fees – including VAT

	Unfurnished	Furnished
1 bedroom	£108	£120
2 bedrooms	£120	£126
3 bedrooms	£126	£132
4 bedrooms	£132	£138
5 bedrooms	£174	£186
6 bedrooms	£180	£192

POST

If you anticipate any post being sent to you at the property we strongly recommend that you arrange a re-direction service with the Post Office.

KEYS

Managed property - We require three full sets of keys; two sets for the tenant/s and one to be held by ourselves in case access is required in the absence of the tenants for maintenance issues.

Let only property - Two sets of keys are required – both of which will be given to the tenant/s.

If the correct number of keys are not supplied prior to the start of the tenancy extra sets will be cut. We will charge you for the cost of the cutting of keys.

Vickery have in place a secure key system, which ensures that third parties cannot identify which keys belong to which property. Therefore, in the event that any keys are lost or cannot be identified our liability is limited to the cost of new keys being cut.

MAJOR REPAIRS

We are able to obtain quotations from local contractors for any major repair work that is required at the property and will seek your approval for the work to be carried out. If we fully manage the property for you, we will pay the contractors invoice(s) from the rent received – if the repair costs are more than the rent you will be required to settle the outstanding amount.

PURCHASING EQUIPMENT

If an electrical appliance breaks down during the tenancy and is not able to be repaired, with your approval we will be happy to purchase a replacement on your behalf. We will ensure that the appliance is delivered to the property and installed correctly.

DECORATION

For a property to be considered in good repair it is generally recommended that external redecoration should be carried out every five years and internally every three years. We would recommend that a professional decorating company carry this out.

Should you allow your tenants to redecorate your property in any way, all parties should agree this in writing. The tenants are responsible for returning the property back to its original colours/condition if you, as landlord, are not satisfied with the standard of redecoration. If this is not the case compensation may be sought from the tenant/s security deposit or a claim made to ZeroDeposit.com, whichever is applicable.

Should improvements be carried out at the property, we strongly advise that you inspect the works or instruct a representative to check the work on your behalf. Vickery cannot be held responsible, should you not be happy with the work at a later date.

Blinds and Curtains

All new blinds or curtain tracks which are fitted by a professional must pass a new standard, set by the British Standards Institution, that specifies safety requirements and test methods for safety devices to improve safety and help prevent accidents. We recommend that landlords check that any cords for curtains or blinds are safely attached to the wall before letting their property.

INFORMATION SHEET FOR TENANTS

It is extremely helpful to your tenants and us if you supply information that will assist the smooth running of the tenancy. Information, such as:

- Refuse collection day;
- Window cleaner contact details (if used);
- Parking arrangements;
- Communal areas (if applicable), i.e. laundry facilities, meter cupboards, etc.;
- Useful local amenities, i.e. doctors, taxi firms, etc.
- Manual relating to the boiler, appliances and other equipment at the property.

CLEANING

In order to assist us in maintaining your property to the high standard you would expect, Vickery recommend that the property is professionally cleaned prior to the start of the initial tenancy. We are then able to ensure that at the end of every tenancy the outgoing tenants arrange and pay for the professional cleaning of your property. If we are not instructed to arrange this on your behalf, we will need a copy of the invoice showing this has been carried out prior to the tenancy starting.

CHIMNEYS & GUTTERS

Vickery recommend having gutters cleaned prior to the letting of a property – please keep the receipt, as the tenant will then be required to clean the gutters annually during the tenancy. If the property has a working chimney, we recommend that this is swept prior to the let starting as again the tenant will be required to have the chimney swept annually thereafter.

FURNITURE STORAGE

No items should be left stored at the property, however, if you choose to leave items that will not be on the inventory (i.e. boxed and stored in areas such as lofts, garages, sheds, etc.), neither the tenant nor Vickery can be held responsible for any damaged or missing items. If you choose to leave items in areas such as the loft, they should be secured where possible and Vickery informed. We will then write the relevant clauses into the tenancy agreement.

Please be advised: If a landlord is storing items or restricting access to parts of the premises, e.g. garage, loft, bedroom etc., the landlord may be pursued by the Local Authority for payment of Council Tax.

LEGAL ACTION

In the unlikely event that rent arrears or breach of covenants arise we will advise you immediately. If it is necessary for legal action to be taken, you will be responsible for instructing your own solicitor and for paying all fees involved. We will of course endeavour to assist you in any way we can.

Should you require possession of your property at the end of the tenancy, it will be necessary to serve the tenant with the correct notice. The period of notice will depend on the type of tenancy and Vickery must be informed in writing that such notice is to be served on the tenants. Vickery will not be held responsible for any delay in regaining possession if the Landlord does not give the agent sufficient warning that the notice is to be served.

If a tenant fails to comply with notice, it will be necessary to commence legal proceedings to obtain a possession order.

TENANCY AGREEMENT

You will need a comprehensive Tenancy Agreement setting out the rights and obligations of both parties. Where the tenant is an individual you will also need to have regard to the Unfair Contract Terms Regulations 1999 and guidelines prepared by the office of Fair Trading, which states that all clauses in the Agreement must be fair to the tenant.

Tenancy Agreements can be for a fixed period or can run from month to month otherwise known as a 'Periodic' tenancy. A fixed term tenancy will give you more security, whilst a 'Periodic' tenancy will give you more flexibility.

Unless we are instructed otherwise, we use an approved Assured Shorthold Tenancy Agreement (see further details below) in respect of all lettings. The preparation of this Agreement is included in the set-up fee charged at the start of the tenancy. No additional charges will be made for the renewal of a tenancy to the same tenant for the duration of the tenancy.

All tenancies must be terminated by serving the tenant with a valid notice to quit.

Assured Shorthold Tenancy

If the applicant is an individual and the net rent is less than £25,000 per year, we will use an Assured Shorthold Tenancy Agreement. There is no longer a minimum period for such lettings, however, if the tenant fails to surrender possession at the expiry of the term (and in accordance with your Section 21 Notice to quit) you will need a possession order. No such order can expire within the first 6 months of the tenancy commencing.

Please note that should an Assured Shorthold Tenancy continue on a month-to-month basis (i.e. a periodic tenancy) rather than agreeing a new fixed term the rent can only lawfully be increased on an annual basis if we serve the tenant with a valid notice under Section 13(2) of the Housing Act 1988. This notice advises the tenant that they have the right to challenge the increase by serving you with a counter notice and ultimately referring the increase to the Rent Assessment Committee. This could result in a hearing. If the tenant makes a counter proposal, we will ask you whether you wish to accept it or whether you wish to pursue the issue to a hearing. If you want to do the latter, we can recommend solicitors to act on your behalf. You will be responsible for their charges.

Common Law

If the net rent payable is £100,000 or more per year or at a proportionate level for a shorter tenancy, the Tenancy Agreement cannot be an Assured Shorthold. You will need to use a Common Law Agreement. Although this is not governed by the Housing Act 1988 it is nevertheless subject to other statutory regulation (e.g. Protection from Eviction Act 1977).

Company Lets

Companies usually insist that a break clause is inserted into the tenancy agreement. This means that the fixed term of the tenancy may be terminated by the company at an earlier date than specified in the agreement. There are also no rent restrictions and involve more pre-contractual negotiation.

REFERENCES & RIGHT TO RENT

Vickery use an independent referencing agent to obtain references and right to rent checks for potential tenants. Vickery cannot be held responsible for any details held in this report that maybe inaccurate or untrue.

FURNISHED or UNFURNISHED?

When deciding whether to let your property furnished or unfurnished you should consider:

- The expense of replacing furniture, which does not comply with the relevant regulations.
- The wear and tear to any items left at the property.
- Any accidental damage caused (for which compensation may be given rather than replacement or repair).
- Additional costs for the preparation of an inventory.
- Additional costs for conducting a check out.
- The expense involved in storing existing furniture.

Furnished

We would recommend that the following items be provided in addition to the above:

- Three-piece suite or similar (depending on property size)
- Coffee table
- Dining table and chairs
- Sideboard or equivalent storage space
- Place mats
- Kettle
- Crockery & Cutlery
- Glasses
- Mixing bowls
- Saucepans
- Frying pan
- Casserole dishes with lids
- Bread board and knife
- Usual kitchen utensils
- Iron and ironing board
- Vacuum cleaner
- Broom
- Dustpan and brush
- Dustbin
- Each bedroom should have a bed, mattress and mattress protector
- Wardrobes
- Chest of drawers
- Bathroom mirror
- Bathroom cabinet
- Shower Curtain (where shower fitted)
- Necessary tools to keep garden neat & tidy

Unfurnished

In the eyes of the law an unfurnished property is completely empty, not even items such as kitchen units, sanitary ware or carpets remain, however we would recommend that the following items are included:

- Carpets
- Curtains
- Light fittings
- White goods, i.e. washing machine, cooker, fridge or fridge/freezer

DATA PROTECTION

Vickery will retain Landlord personal information for the purposes of administering the rental of the property. This information includes; address and contact details for the Landlord which will be provided to the tenant, utility suppliers, local authority (council tax), authorised contractors and any other third party authorised by the Landlord.

Please note: During any void periods Vickery will notify all utility companies of the Landlord's address details for billing purposes.

Tenancy agreements will contain the Landlord's address and contact details in all cases. Let Only Landlord's will have their contact details passed to their tenants at the start of the tenancy so that direct contact can be made.