



# Chase Evans

Letting your property



## Why let your property?

Becoming a Landlord has never been so popular and there are a number of contributing factors, including;

Legislative changes, particularly the Housing Act 1988, have helped to regulate the rental market making it more attractive to both Landlords and Tenants.

Private individuals often see a buy-to-let investment as a more reliable alternative to pension funds and other savings schemes.

Property owners moving out of London for employment are unwilling to sell their properties as they feel that they may be unable to buy back into the London property market on their return.

**Property in Central and East Central London enjoys one of the highest demands in the UK.**

The business districts of Central London, the City and Canary Wharf combine to provide a huge and growing employment market. This employment market is more transient than most and is also particularly diverse, ranging from young professional trainees all the way up to high flying executives. This creates demand for all types of property from studios and shared houses to luxury riverside penthouses.

The large number of major corporations and global headquarters also provides an exceptionally high demand for corporate tenancies as they seek housing for employees seconded to London.

With demand so high throughout London it would appear that the prospect of becoming a Landlord is particularly safe, however, there are still pitfalls and a tremendous amount of legislation with which you and the property will need to comply.

Chase Evans has more than thirty years' experience dealing with all property matters throughout London from its six local and Hong Kong and Singapore offices and now manages in excess of 3000 properties. With this volume and amount of experience there is nothing we haven't seen and as such we are in an unrivalled position to guide you safely through the process of letting your property with the minimum of fuss.

## Preparing your property

Tenants will always look for well presented apartments in excellent condition. Unlike purchasers, they will not consider properties that need a lick of paint or new carpets as they have nothing to gain from improving their home.



Although there are a lot of Tenants out there, there are also a lot of properties and you are in competition. By paying attention to details at the beginning you will ensure that your property achieves its maximum rent and also that it lets quickly, avoiding costly void periods.

Tenants generally make very quick decisions. In most cases you will only have one opportunity to make an impression. It is therefore of paramount importance that this is the right impression from the outset.

### Properties can be let either furnished or unfurnished.

If the property is to be let unfurnished, it will still need to have appropriate floor coverings (carpets/wood floors etc.), window dressings (curtains/blinds) and light shades. The kitchen will require a complete set of white goods/appliances.

If the property is to be let furnished it should have the appropriate furnishing for its size;

- Each bedroom should have a bed, bedside cabinets and appropriate storage.
- Living rooms should have sofas and seating, coffee table and dining table and chairs in the appropriate number.

Tenants expect bathrooms to have fully operational (preferably power) showers and all kitchen appliances should be up-to-date, in full working order and serviced as appropriate. It is not always necessary to provide kitchen equipment (pots, pans, utensils), crockery, cutlery or bed linen. However where these are provided they should be in full sets and in good condition.

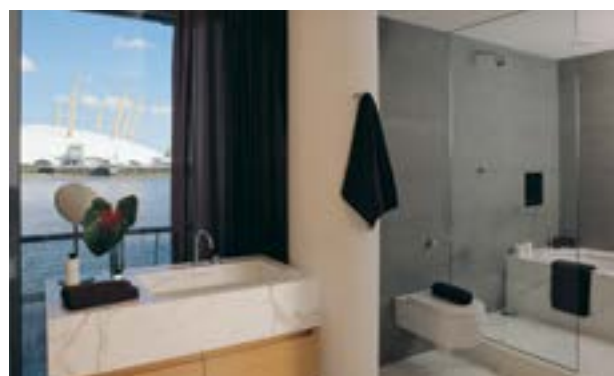
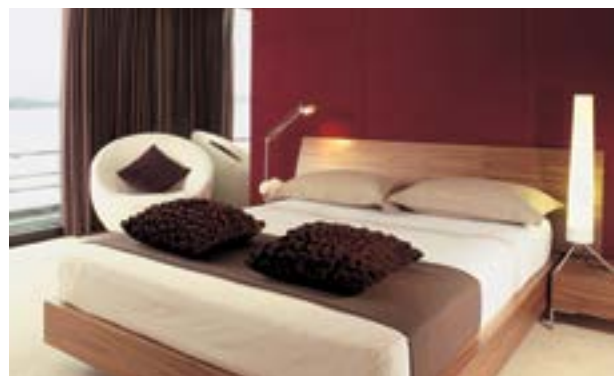
Although you may not wish to incur the added expense of providing bed linen, having a set is often worth the cost as it allows you to dress the beds and create a homely atmosphere for photos and viewings.

Décor should be fresh (not necessarily perfect) and ideally in neutral colours. Carpets should be in good condition with no excessive wear and should always be cleaned prior to letting.

It is recommended that a property be professionally cleaned throughout prior to the tenancy as it is a condition of the tenancy that the property be left in the same condition at the end of the tenancy as it was found at the commencement.

Instruction manuals for all appliances, electrical equipment and heating and hot water systems should be left in the property.

You will need to provide an appropriate number of sets of keys to the Tenants, as well as any entry fobs or car park remotes.





# Finding your Tenant

When renting out your property the suitability of the Tenant is of the utmost importance. After all you are relying on the Tenant not only to pay the rent but also to look after your property.

Marketing your property through Chase Evans is the best way to ensure that the greatest number of Tenants see the property in the shortest possible time, giving you the best chance of achieving your maximum rent.



The internet is a major marketing tool for the vast majority of Tenants looking for a property. All of our rental properties are placed on our award winning website and also on a number of property portals, including Primelocation, Rightmove, Zoopla etc.

Our offices have been specifically selected for their prominent locations in high footfall areas and their shopfronts designed to display details of rental properties to best effect. Details of new properties are sent to our database of potential Tenants by email, text and phone and we advertise extensively in the local, national and specialist press.

Over the years we have developed strong relationships with local employers and relocation agents and this provides us with a constant demand from corporate Tenants.



Property viewing is the direct sales aspect of property marketing and as such is best left to our trained negotiators. All viewings are accompanied and this allows the negotiators to get to know prospective Tenants and to gauge their commitment and situation. They are there to answer any questions the Tenant may have, listen to any comments and discuss such issues as price, availability and offers.

**Based on these viewings we can provide you with constructive feedback and identify any issues that may affect the letting.**



All offers received by us will be relayed to you as soon as possible. All offers are 'qualified' by our lettings staff, by which we mean that we have gained as much information as we can about the Tenant to help you make a fully informed decision as to the suitability of each offer. As well as the weekly rent, factors you may wish to consider are Corporate or Private Tenants, the number of Tenants moving into the property, occupations of the Tenants, moving in date, length of the tenancy and any additional requirements (requests for additional/removal of furniture etc.).

Once a Holding Deposit has been paid by applicants and you have accepted an offer and agreed the terms of the tenancy, we will commence referencing.

Referencing is carried out by an independent specialist company and each and every Tenant will be referenced. Checks include:

- Employment reference
- Previous Landlord reference
- Credit and electoral roll check





Students are required to provide an England or Wales based guarantor who will be fully referenced and then required to sign a guarantee agreement appended to the tenancy agreement.

Companies are also referenced unless they are household names and, wherever possible, they are required to take out the tenancy in the name of a UK registered company.

## Preparing the tenancy

Having agreed terms and referenced the Tenant, the tenancy agreement is prepared: This will be one of two types:

### Assured Shorthold Tenancy (AST)

The most common form of tenancy and created by the Housing Act 1988. An AST is used where a property is let as a 'dwelling house' (not solely a bedroom) to an individual (or up to four individuals sharing) to be used as their only or principal home. The tenancy can be for any period up to 36 months either for a fixed or open ended (periodic) term. However, a court cannot make a possession order to take effect earlier than six months from the commencement of the tenancy, regardless of the term granted. Therefore it is normal for tenancies to be for a minimum term of six months or more. There is a rental limit of £100,000 per annum for this type of tenancy. The prime advantage of this type of tenancy is that the Landlord is guaranteed an order of possession if:

- The original term of the tenancy has expired (not applicable to periodic tenancies) and -
- The Landlord has given not less than two months' notice stating that they require possession.

### Contractual Tenancy

Governed by contract law and not the Housing Act 1988. This type of tenancy is used for all tenancies that do not qualify as an AST, most commonly used for company lets, a second home or a premium lease where annual rent exceeds £100,000. The general provisions and clauses will be similar to the AST, but as the tenancy is governed by contract law, there is no statutory obligations or security of tenure for the tenants. The parties are bound solely by the provisions and clauses of the agreement.

### Standing Orders

At the commencement of the tenancy we will arrange for a standing order to be set up for rental payments. Rentals are paid monthly in advance unless otherwise agreed. In a 'let only' situation the rent will be paid directly from the Tenant to your account. Where we manage the property the Tenant pays rent by standing order to Chase Evans and we will pass the net rent to your account by BACS transfer having deducted any maintenance or other charges (unless agreed otherwise).





## Inventory

We consider it essential that a professional inventory is compiled prior to the commencement of the tenancy and we use an independent company to do this. A professional inventory is not merely a list of furniture, it will note the condition of everything in the property, walls, ceilings, flooring, windows, light fittings, etc. The inventory clerk will also check for fire labels and will take photographs as supporting evidence. On the check-in the inventory clerk will meet with the Tenant and they will check the inventory together, at this point meter readings will also be taken. The inventory is then signed both by the inventory clerk and the Tenant and this then becomes an agreed statement of the contents and condition of the property at the commencement of the tenancy.

Without such a document it is extremely difficult to resolve any disagreements at the end of the tenancy.

## Consents & Authorities

Prior to the start of a tenancy there are a number of administrative issues that should be addressed.

**Mortgage Consent** — When a property is subject to a mortgage, it is normally a requirement that written permission is required to let the property. It is your responsibility, as Landlord, to obtain this permission.

**Leasehold Consent**—If your property is held on a lease, you should contact your Managing Agent or freeholder to check that you can sub-let the property, whether you require written permission to do so and whether there are any conditions governing the sub-letting. They will also need to re-direct ground rent and service charge bills.

**Insurance Consent**— You will need to inform your insurance company that you are letting the property and ensure that you have adequate cover for buildings, contents and public liability and that you comply with any conditions they may impose.

**Utilities** — When moving, you will need to inform gas, electricity and water companies of your new address and provide final meter readings. You will also need to inform your local authority to arrange for a final account for council tax.

All utilities are the Tenants responsibility as is the television licence. When there is no tenancy in place you will be responsible for the utilities. Empty properties are still liable for council tax.

## The Deposit

At the start of the tenancy Chase Evans will take a security deposit from the Tenant equivalent to six weeks' rent.

As part of the Housing Act 2004, deposits must be protected by an approved deposit scheme.



The legislation applies only to Assured Shorthold Tenancies (AST's). Contractual tenancies are not affected.

Under an insurance based scheme the Landlord or Agent holds the deposit as stakeholder and pays an annual fee to the scheme to insure against their failure to repay the money due to the Tenant.

Under a custodial based scheme the deposit funds will be paid over to the deposit scheme in full and they will hold and protect the funds for the duration of the tenancy. At the end of the tenancy both parties must contact the scheme independently to agree the deposit refund.

### How does it work?

Within 30 days of taking the deposit, the Landlord or Agent must provide the Tenant with details of how the deposit is being protected including:

- The contact details of the tenancy deposit scheme selected
- The Landlord or Agent's contact details
- How to apply for the release of the deposit
- Information explaining the purpose of the deposit
- What to do if there is a dispute about the deposit

At the end of the tenancy, the condition and contents of the property should be checked against the inventory. The Landlord or Agent should agree with the Tenant how much of the deposit will be returned. The agreed amount should be refunded to the Tenant within 10 days of such agreement.

If no agreement can be reached about how much of the deposit should be returned, there is a free arbitration service offered by the scheme protecting the deposit to help resolve disputes.

### Failure to comply

If a Landlord fails to protect the deposit, or provide the prescribed information within the schemes timescales, the Tenant can apply to the local county court. The court can order the Landlord or Agent to either repay the deposit to the Tenant or protect it in a scheme. If the Landlord or Agent fails to comply with the court order, they will be ordered to pay the Tenant three times the amount of the deposit as a penalty.

Further, by failing to protect the deposit and provide the prescribed information, the Landlord or Agent will be deemed to have failed to comply with the Housing Act 2004 and will therefore lose their automatic right to regain possession of the property at the end of the tenancy, using a Section 21 Notice.





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