



Valuations, viewings, marketing	0121 726 9417
Repairs and maintenance	0121 726 9418
Accounts and payments	0121 726 9419
Tenancy applications and renewals	0121 726 9420
Inspections	0121 726 9421
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info@paulcarrlettings.co.uk



www.paulcarrlettings.co.uk

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Landlord's Guide

"With you every step of the way"

The largest independent estate agent in the West Midlands with offices in:

**Aldridge – Brownhills – Burntwood – Erdington – Four Oaks – Great Barr
Great Wyrley – Kingstanding – Streetly – Sutton Coldfield - Walmley**

Paul Carr T/A Paul Carr Estate Agents
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3 times winner
Estate Agent of the Year



About us

Whether you are an individual looking to invest in property to let or you are already a landlord, this guide explains the lettings process. Paul Carr Residential Lettings will work in partnership with you to protect your property and achieve the return you require from your investment. We are committed to making the letting process as stress free as possible

We let and manage a range of quality properties in the North Birmingham area encompassing Sutton Coldfield, Erdington/Wyde Green, Great Barr, Aldridge, Walsall, Burntwood, Lichfield and all surrounding areas ranging from under £400 pcm up to around £3,000 pcm. We currently look after well over 1,000 properties.

Whatever your requirements, we aim to match them and deliver a level of service which is second to none. We offer a large supportive, experienced and professional team. We have been successfully managing property for over 30 years. The breadth and depth of our experience equips us to deal with all aspects and challenges of letting.

Our division operates out of our Four Oaks location, including our management HUB, but we can offer marketing of your property throughout our 19 networked lettings & sales branches. Our current team of over 20 colleagues is dedicated in valuation & market appraisal; sales, marketing & portal enquiries; viewings; applications, referencing & Right to Rent checks; tenancy agreements & renewals; deposit protection & negotiation; inventories & condition reports; Gas / Electric / Legionella / EPC compliance; inspections & end of tenancy checks; and accounts. We are also knowledgeable in all legal aspects of letting including serving legal notices on your behalf and gaining possession.

Whatever your requirements, we are ready to help you achieve your goals. When you decide to let your property, choose to let through the team where your interests are their interests; let through Paul Carr Residential Lettings.

We are the team you can trust.

Getting Started

If you do not yet have a rental property

If you have not already acquired your rental property and need guidance on what and where to buy, please see *Getting started - You do not yet have a rental property*.

Valuation and Market Appraisal

We will meet with you at your property and assess its suitability for marketing, advise on any matters requiring attention before marketing begins and provide you with a current valuation. At this appointment we will talk with you about your plans and requirements, detail the services we can offer you and explain how we will work in partnership with you to achieve your investment objective.

Consent to Let

If you have a mortgage on the property it is vital that you obtain consent from the lender to let the property. If you have bought the property as an investment in the first place you are probably already financing this with a 'Buy to Let' mortgage. However, where you have an existing residential mortgage, you will either need to obtain your lender's consent to let or go through a 'Let to Buy' process to convert the existing residential mortgage into a Buy to Let mortgage. This is necessary to comply with lender's criteria and assist with the affordability calculation if you intend buying on. We can offer you the services of a dedicated lettings financial adviser to guide and support you with this process.

Certifications needed for your Property

Let properties are subject to essential inspections and assessments - energy performance (EPC), gas safety, electric safety and legionella risk, as appropriate. We can arrange these for you. Although the EPC must be in place before marketing begins this certification lasts for 10 years. The gas safety inspection is required every 12 months, the electric safety inspection (periodic) is required every 5 years and legionella risk assessments are recommended every 2 years. As a landlord you are required to demonstrate that the property is 'safe'. The gas safety inspection and certification is a statutory legal requirement. The requirement to have the electric safety certification is subject to both consumer protection and health & safety legislation. As the gas and electric certifications must be in place before the tenant signs the tenancy agreement, we **strongly advise** that these are ordered as soon as marketing begins. Through our dedicated contractors we are able to arrange all certifications within a few days. For Legionella compliance please see 'Legal Regulations'. We offer a competitive package price for all certificates (see 'Scale of Charges' document)

Insurance and Financials

Dedicated Landlord's Insurance cover will be required for your property. We can offer you the services of HomeLet who can arrange appropriate cover for your property and any contents. To give you complete peace of mind for your finances, we can also arrange for rent protection and legal expenses cover to ensure that you can secure possession without having a hefty legal bill (over £1,000). Please ask for details. Paul Anthony Carr are an Introducer Appointed Representative of HomeLet which is a trading name of Barbon Insurance Group Limited which is authorised and regulated by the Financial Conduct Authority. Additionally, we can arrange advice and guidance on financing and protecting your investment.

Instructing us as your Agent

At the end of the valuation appointment, we will agree the way forward with you. We are able to accept your instruction straight away and perform the 'take on' procedures. However, depending on your circumstances and timescale, a separate 'take on' appointment will be necessary. We will keep in regular contact with you after the valuation to ensure that you have the opportunity to seek further guidance.

Marketing your property

Like most agents, we will advertise your property on the OnTheMarket and Rightmove portals as well as on our own website, various others; by erecting a 'For Let' board; through our tenant matching system; in branch window and internal displays and from time to time on our Facebook page. Through our multi location branch network we will give your property exposure across the North Birmingham area.

Viewing your property

Our dedicated viewings team currently offer viewings six days per week including a full day on a Saturday and at a range of times throughout each day. We insist that a tenant views a property before making an application to rent it. Appointments are conditional upon a prospective tenant being able to confirm that their annual household income meets the minimum level required by our referencing provider. Additionally, some landlords choose to conduct some viewings themselves. We are happy to accommodate the landlord's requirements. We meet the viewers at the property, show them round, answer their questions as far as possible and ensure that your property is secured when we leave. Feedback from the viewing is recorded and we will update you regularly on interest in your property.

Application to rent your property

We require a completed application for all adult persons who are intending to live at the property. Applications are thoroughly checked and assessed before we approach you about an application. We aim to contact you by telephone and email the same day the application is received, if possible. We summarise the key points of the application and make recommendations as to the suitability of the tenant. Ideally, we prefer to discuss the application with you. The decision to proceed with an applicant is yours and progressing to the referencing stage only takes place once we have your instruction to do so.

During the marketing/viewing/application phase it is important that you are readily contactable to ensure that this part of the process runs as smoothly and efficiently as possible. We aim to let the applicant know the outcome of their application within two days.

Referencing the Applicant and ensuring your property is in move-in condition

For the referencing itself we engage the services of a dedicated national referencing agency and additionally we carry out 'Right to Rent' and ID checks as required under The Immigration Act 2014. We take up references for every prospective tenant, up to three references are taken: a credit reference; an employer reference and, if appropriate, a landlord reference. References are usually obtained within a week although a landlord reference can take longer.

As soon as the references are completed, we will discuss these with you and, all being well, progress to agreeing the let to the applicant.

IMPORTANT: We take a Holding Deposit of one week's rent from your tenant at this point. This reserves the property for them pending passing referencing. **Legally we must execute the proposed tenancy within 15 days so it is essential that the property is ready for inventory at this point.** Accordingly, we will also agree the inventory appointment under your guidance and your tenant's sign-up & key collection appointment date. When we attend to carry out the inventory, the property must be in move-in condition. All works must have been fully completed, the property must be clean & clear of rubbish/personal items [if appropriate] and the gardens must be in order. All necessary keys must be available for checking at this appointment, being one full set, an access set for each additional tenant and an access set for us to retain. We need a minimum lead time of 3 working days between the inventory and sign-up appointments. Additionally, the gas and electric certificates **MUST** be in our possession for the sign-up appointment. To ensure that you receive rental income on your property as early as possible ideally your property should be marketed in a 'move-in' condition. Your property is more appealing to viewers and applications are likely to be secured more quickly.

Inventory and Statement of Condition (included in Fully Managed Service)

We prepare both a detailed written and photographic record of the property, including garden areas etc. (we do not access loft spaces). These documents form part of the tenancy agreement and are then referred to at move-out appointment when we undertake a final inspection. Normal wear and tear between the tenant moving in and vacating the property is to be expected, but the Inventory and Statement of Condition documentation helps us to determine if there is any abnormal wear and tear or damage. This allows us to deal with the tenant's deposit quickly and fairly. Although the tenant is required to return the property in the same condition as it was when they moved in (subject to fair wear and tear) nonetheless we strongly recommend that the property has a professional sparkle clean before initial let and between tenancies.

The Tenants' Deposit

The tenant is required to provide a security deposit of five week's rent. We are required by law to protect the deposit in a government approved scheme. We hold the deposit under the Tenancy Deposit Scheme (TDS) which is operated by The Dispute Service. With the TDS the deposit is secure and it will be returned within 10 working days of the move-out inspection, subject to any claims which we may advise on your behalf.

Payment of Rent

Before taking occupation of the property your tenant will be required to make a payment of:

- One month's rent, plus
- A deposit of five week's rent

We are happy to take our letting fee and the first month's management charges, as appropriate, out of the first month's rent and account to you for the balance. Your tenant is required to pay their rent direct to our bank account. We provided them with a bank standing order mandate to facilitate this. All rent payments due to you are made by bank transfer. Rents are processed the same working day as the payment is made to us. However, due to the banking system, you need to allow 3-5 working days for the payment to reach you. Rent is due from the tenant on the same date each month as the start of tenancy/move-in date. If you have a mortgage on the property it is your responsibility to ensure that provision is made for the monthly payments. We strongly recommend that you consider whether you need to adjust your current mortgage payment date to allow for a possible delay in the rent payment.

The Tenancy Agreement and the Period of the Tenancy

Before taking occupation, your tenants are required to attend an appointment at our office to sign the Tenancy agreement. All tenants must sign the Agreement. It is a legally binding document and sets out the terms and conditions of the let. We sign the Tenancy Agreement on your behalf as your agent. A draft copy is emailed to your tenants in advance of this appointment and an executed copy is provided to them after signing at the move-in appointment. We also retain an original signed copy here. The Tenancy Agreement is usually an Assured Shorthold Agreement (AST) and we arrange for it to be signed by the Tenants a few days in advance of the move-in date. For the first let to a new tenant we recommend that this is between 6 months and 12 months. We do not recommend a longer-term initial agreement as we consider that some flexibility should be retained to accommodate any unforeseen changes in your plans. Approximately 10 weeks before the end of the initial period we contact both you and the tenant to establish your intentions. At this stage you can choose to offer a new tenancy or ask the tenant to vacate. Even if a tenant is well established at the property and is a good tenant, we would not recommend an agreement period of any more than 2 years. Realistically, both your and your tenant's circumstances can change.

Looking after your Property - Tenants Responsibility

We expect the tenant to treat properly, use responsibly and keep clean the property as if it were their own. Where applicable, this also includes the garden area to the extent of grass cutting, weeding and light pruning. However, if there are large hedges or shrubs, we recommend that you arrange annual/periodic pruning/cutting/lopping, as required. Responsibility for the property rests with the tenants during the tenancy. Under the terms of the Tenancy Agreement they are required to notify us of any issues that arise which may affect the property itself or their occupation of the property. We offer a dedicated on-line repair reporting facility allowing your tenant the capability to report their issue 24/7. We aim to resolve any repairs issues as soon as possible. We have a number of preferred contractors offering a range of services. Our contractors have been selected for their fast response time, quality of work and the value for money they provide. However, if you wish us to instruct your own contractor to assess and remedy the problem, or you wish to deal with the matter yourself, we will assist, as required. However, it is essential that you and/or your contractor keep us informed and confirm when the job has been completed. In the event of an emergency occurring, tenants are expected to take all reasonable steps to prevent the problem escalating. It would be your responsibility as landlord to reimburse any

expenditure which had been sensibly incurred by your tenant in good faith to address a genuine emergency. Tenants are advised that they are accountable for any damage through wilful neglect or misuse during the period of the tenancy.

Looking after your Property - Landlords Responsibility

As landlord you are responsible for the repairs and maintenance at the property and any fittings/contents supplied as part of the tenancy. As managing agents, we will deal with this on your behalf. Before instructing any contractor to assess and quote for work we contact you to discuss the issue the tenant has raised. Similarly, we update you before any work is instructed and ask for your authority to have the work done, unless it is an emergency. We strongly recommend that you authorise us to instruct individual jobs up to a net cost of £200 to allow us to ensure that routine maintenance matters are addressed without delay. Giving us this authority potentially costs you less in the long run as some jobs can be fixed by the contractor at a fault find/assessment visit rather than having to attend twice. Unless rent is due to be paid imminently, we require you to put us in funds to pay a contractor before a job is instructed. We request that you do this by bank transfer to our account - **HSBC, account number 31478869, sort code 40-43-28**. To ensure good landlord/tenant relations we ask that you update us if your contact numbers/email address is changed. If you are away on holiday or business, we ask you to let us know in advance and give us an alternative contact/number/email, as appropriate.

To comply with legal requirements and to avoid unnecessary calls to you, you need to provide User Instructions/Manuals for the boiler, any other appliances at the property, and the alarm, as appropriate. As part of our service we can offer you a very competitive 24-hour Landlord Boiler cover plan through our established local Gas Safe registered contractors which include a landlord's annual gas safety check & certificate plus a boiler service.

Looking after your Property - Our Responsibility Notifying service providers of change of occupant

As part of our Managed Service, we take meter readings for the gas, electricity and water both at the move-in date and the move-out date. We provide these readings to the relevant utility companies. We also contact the relevant local authority in connection with the council tax. Unfortunately, telephone and Sky, Virgin Media etc. services providers will not take instructions from us. You would have to do this if you have occupied the property immediately prior to the tenancy commencing. Likewise, you must cancel any direct debits for services, as appropriate.

Repairs and Maintenance Matters

Discussed under Tenant's and landlord's Responsibilities above.

Periodic Inspections

All properties under our management are subject to inspection. As a minimum, we will inspect the property about 5/6 weeks after the move-in date, then every six months thereafter. To assist us in ensuring that inspections are carried out in time, we ask you to provide us with a set of keys for access to the property. Agent keys are potentially also very useful in the event of an emergency or the tenant locking themselves out. The inspection appointment allows us to ensure that the property and, where applicable, the garden are being looked after. Where the tenant is present, it gives them the opportunity to raise any matters which they are concerned about. We also take the opportunity to review their commitment to the terms of the tenancy, e.g. paying their rent on time. The inspection is designed to give us a general impression of how well the property is being looked after. We do not comment on lifestyle unless this is affecting the condition of the property. Making reference to the in-going inventory & statement of condition is not within the scope of a periodic inspection. Unless requested, garages and sheds are not inspected. We always report our findings to you and make recommendations, if appropriate. Where we require your instruction on a matter arising from an inspection, we ask for your response within THREE working days. It is a condition of the Tenancy Agreement that the tenant provides access with reasonable notice for essential inspections, safety checks etc. A minimum of 24 hours' notice is required and neither we nor you are legally entitled to enter the property without the tenant's permission.

Final Inspection

We aim to always carry out a final inspection on the date the tenant vacates the property and report our findings to you as soon as possible thereafter. The final inspection normally coincides with the date the tenancy ends unless this falls over a weekend or period of holiday closure or there are exceptional circumstances. As we are undertaking the final inspection as your agent, we do not require you to be available for the final inspection.

Basis of Let, our service and our charges - Agent Managed vs Landlord Managed

Our key service is the Managed Let service. Most tenants expect to take their tenancy on a managed let basis. Whilst we can

provide aren't Collection or a Let Only service, unless you are a seasoned Landlord with up to date legal knowledge and experience, a lot of time on your hands and you are contactable at ALL times (including holidays), we strongly recommend a fully managed service. Once your tenant moves into the property, we deal with them on all matters arising in the tenancy (including rent collection & including chasing any arrears), maintenance matters, property inspections, tenancy renewals, safety certification updates, breaches of tenancy agreement/legal matters. Deciding to deal directly with your tenant can become both onerous and intrusive. Full details of all our services and charges will be explained to you by the Valuer attending your property.

Getting started – You do not yet have a Rental Property

What to buy to let?

There are both advantages and disadvantages in buying either a flat/apartment or a house. Flats/apartments generally benefit from fewer maintenance issues and they are often more secure. Houses on the other hand have no fixed service type costs, you have complete control over any work required and generally the tenure brings no leasehold restrictions. Generally speaking, houses let more readily than flats and apartments in a similar location and will offer a better return. However, your choice of property to purchase and let may be influenced by your requirements for income versus capital growth.

Where to buy to let?

Location! Location! Location! An average property in a sought-after location will invariably let sooner than a first-class property in a poor location. Ideally you should aim to combine the two - a good property in a good location. There is no longer a stigma associated with renting rather than buying. Indeed, many erstwhile first-time buyers are very comfortable with letting now and in the foreseeable future. They appreciate the flexibility available by renting rather than buying. Increasingly tenants are looking for a property that feels more like home rather than just a short-term bridge to buying their own property. The deliberate decision to rent is driving up the minimum standard for a rental property.

Valuation and marketing appraisal of your property or proposed purchase

We are delighted to review your proposed purchase including visiting the property to provide you with a rental valuation and marketing appraisal. We recognise that before committing yourself you need to feel confident that your investment is going to bring you the return you need. As part of our marketing appraisal we will assess the suitability of the property for letting and advise you of any aspects requiring attention before marketing.

What makes a property suitable for letting?

It is imperative that your property is presented as it will be when the tenant moves in. A property where work is still in progress is very likely to put viewers off. A promise of work to be done is not the same as seeing the property in the move-in condition tenants desire.

Unfurnished or Furnished?

By far the majority of tenants are looking for an unfurnished property (subject to the minimum requirements noted below). Any items you leave at the property will be included in the Inventory and will therefore form part of the tenancy Agreement. In practical terms this means that you will be responsible for repairing or replacing the item e.g., a washing machine, if this breaks down. Unless any electrical items are integrated and/or brand new or very new and under a guarantee we recommend that you do not provide white goods.

Minimum requirements:

Decoration · Modern style · Good Condition · Neutral colours, not old-style flowery patterns / borders etc. · Light fittings should be supplied, not just bare bulbs

Kitchen · Modern fittings · Cooker essential · Other appliances negotiable but landlord can be responsible for repairs

Bathroom · Modern white suite · Preferably bath with shower

Heating · Central heating essential (boilers in lofts are not acceptable) · Storage heating no longer acceptable unless property is a flat

Windows / doors · Double glazing essential · Window dressings required - are a good idea for all properties (blinds and/or curtain poles as a minimum)

Flooring · Carpets - modern plain / twist in neutral colours, not floral / patterned · Wood laminate

Retaining part of property for personal use This is not permitted. A tenant renting a property with, for example, a garage, garden shed, loft etc. must have full use of the entire property.

Safety Inspections and Certifications · Gas Safety certificate by Gas Safe contractor—Statutory Legal Requirement · Electric Safety Certificate by qualified contractor (NICEIC or equivalent). We recommend a Periodic Electrical Certificate—a landlord has a duty of care to ensure that the property is safe. A raft of case law carries the same weight as Statutory Law
· Energy Performance Certificate (EPC) must be in place before marketing begins. Legionella Compliance – see over
Relevant certificates must be available at the point the Tenancy Agreement is signed. We strongly recommend that you instruct us to arrange ALL certifications for you. We work with experienced professional contractors offering a fast response time, value for money and we can guarantee that these certificates are in place ensuring that the Tenancy goes ahead as planned.

Legal Regulations

The property must be a safe environment for tenants. We are happy to provide guidance on all aspects of compliance with safety regulations and make appropriate arrangements to ensure you are compliant as a landlord.

Gas and electric inspection/certification—see above

Every rental property must have a minimum of one smoke alarm **per floor**, unless the property has a full fire alarm system. These must be checked and working when a tenant takes possession. The tenant is responsible for on-going testing and replacement of batteries. A carbon monoxide detector is required where the property has a solid fuel heating system.

Legionella risk assessments are a legal requirement. **For further details we direct you to the HSE website, which has the answers to “Frequently Asked Questions” with regards to Legionella. There is a useful link below**
www.hse.gov.uk/legionnaires/faqs.htm

There are strict regulations relating to the fire resistance of soft furnishings that are included in the letting (including anything in the garage or loft).

A breach of any of the regulations covering any of the above can result in criminal proceedings. If the property has open fireplaces, we recommend that you arrange for these to be regularly swept.

A tenant or other party may ask the local authority to carry out an inspection of the property. The local authority has significant powers to require property owners to make the property safe. Should you be notified of such an inspection we will give you the necessary guidance to assist in complying.

Depending on the style and size of your property it may come under the ‘Houses in Multiple Occupation’ rules when the let is to sharers. Current legislation means that if there are two or more separate households within a property (the parties are not connected) it will be classed as being in multiple occupation.