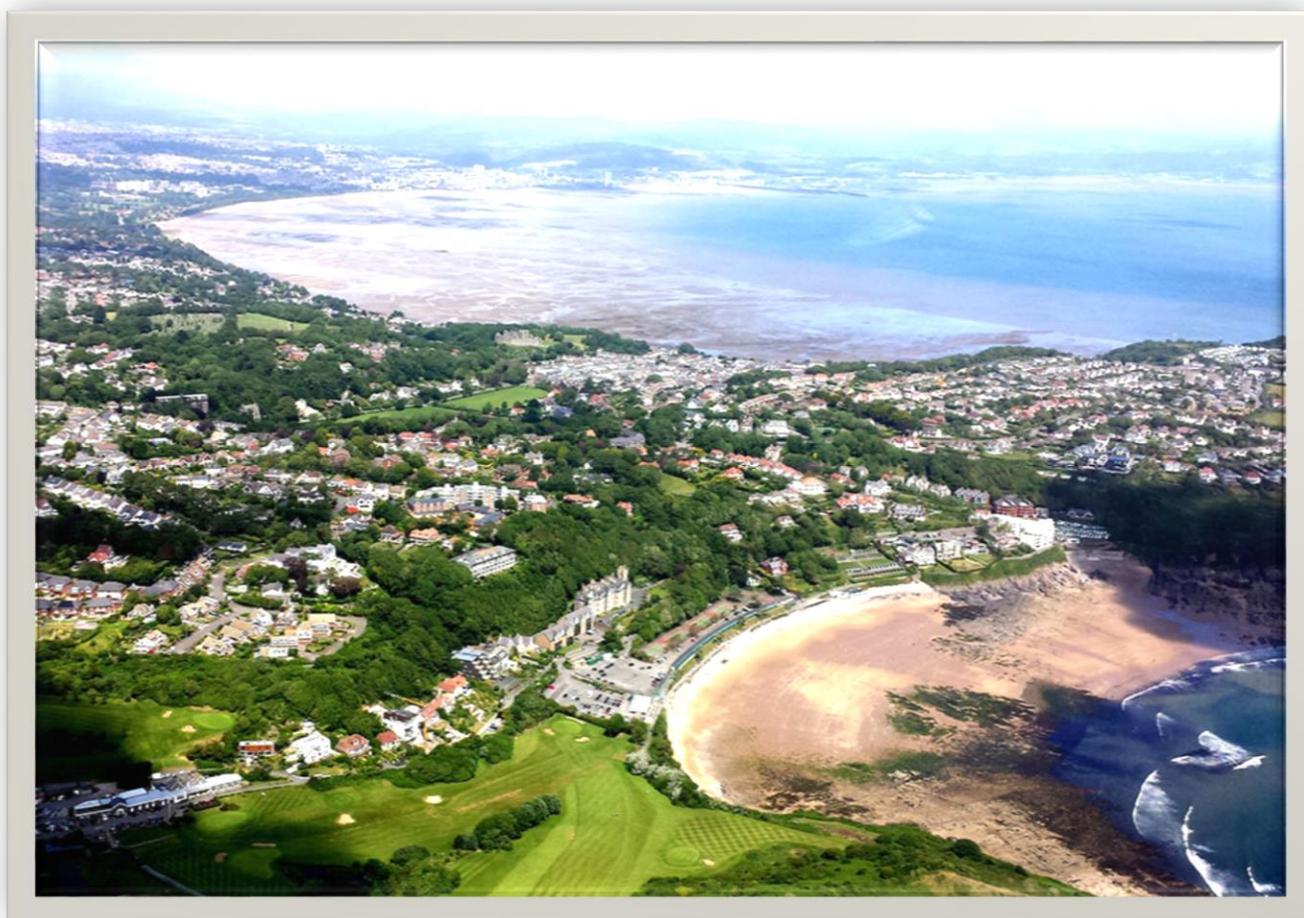




The professional agent with a friendly touch



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My Pad is a unique Lettings and Property Management company which delivers a highly professional service but at the same time has a friendly personal touch. Like our company, every Landlord is unique and we will tailor our service to suite you and your individual needs throughout the whole process.

We are an independent agency and formed by a partnership with a combined experience of over 30 years within the industry. We have an extensive knowledge of the local market, property industry and what both Landlord(s) and Tenant(s) needs and requirements are. We are truly committed and dedicated to finding you the right Tenant for your property and to help you look after your all-important investment.

We can offer you a Let Only Service or assist you with a Fully Managed package where we will do all the hard work for you. Lettings and Property Management is not only our speciality but it is our passion, and our aim is to provide you with an outstanding, hassle free service from start to finish.

We also offer property sourcing, property maintenance and can even project manage a renovation for you, we really can help you from start to finish with your rental property and maximise your rental yield.

We pride ourselves on our hard work ethic and the business acumen results that we have achieved over the past 15 years which is why we have decided to open our own agency. We want to be stand out from the competition and we believe that we have what it takes to do just that.

We have produced this booklet to provide you with all the information that we believe you need to know as a Landlord, whether you are a first time Landlord or an experienced one. The industry is ever changing and we want to keep you up to date on all the regulations and maximise the return on your investment.

Our business aim is to provide excellent customer service and build a reputation that is second to none in Swansea. The mission statement that we have for this is *'People will swear by us and not at us.'*



GETTING YOUR PAD READY FOR RENTAL:

- Now that you have decided to rent out your property you'll want to maximise the letting potential by making sure you address the condition, the quality of the presentation and attention to detail.
- The most important thing to remember is that you are not going to be the one living in the property, so your personal taste should take second place to what the market demands.
- Better properties tend to attract better Tenants and yield the highest rents.
- **Exterior:** The first thing that a potential Tenant sees is the front of the property, so the exterior should be in good order. Any pathways and driveways should be cleared of weeds and should be tidy, presentable and rubbish free. Trim hedges, mow the lawn, repair any cracks, holes or blemishes or walls and make sure the house number is clearly visible.
- If you are letting a garage with the property, this should also be cleared and made ready for use. The garden should also be tidy and presented in an attractive manner, dig up any dead or unsightly plants and if possible add some new ones.
- **Utility Services:** Ensure that all available utilities are connected to the property including, telephone line, gas, water and electricity. Where provided, check any LPG/OIL tanks are in working condition and full and that any septic tanks attached to the property are emptied.
- **Furnishings:** Your property can be let fully furnished, part furnished or unfurnished, this will be entirely up to you. We can advise you at the time on whether to furnish or not, and to what level. You'll find that most Tenants prefer plain, neutral colours for decoration and you will also need to take into consideration wear and tear, especially on carpets. Carpets should be good quality, practical and hard wearing, it may also be appropriate to fit wooden floors in some of the rooms. Whatever you decide, it should be robust enough to last.
- Bathrooms should have a good quality shower, and Kitchens, ideally, will be well equipped and functional. Again, good quality is important in these areas.
- ALL electrical, plumbing, waste, central heating and hot water systems MUST be safe, sound and in good working order.
- Any instruction/operating manuals for any appliances and electrical equipment should be left in the property. Details of any maintenance contracts should also be supplied.
- Before the commencement of a tenancy the whole property should be made clean throughout.

RENTAL ASSESSMENT:

You have either received this booklet following our visit to your property or you have collected it from our office after an initial enquiry. Please take the time to read through the information and if we have not yet had the opportunity to visit you for a Market Appraisal then the next step is to arrange our visit. During our visit we will discuss the current property market conditions, regulations, the services that we can offer you and we will provide you with an honest and realistic rental figure. We will also discuss what type of tenancy would be acceptable to you and your requirements.

ADVERTISING:

Our marketing material is prepared with a description of your property along with photographs and the required EPC information. Once we have received your formal instructions we will then promote your property in the following way:

- Place your property on our rental list and in our City Centre Showroom
- Contact the potential Tenant(s) that we have listed on our database
- Display on My Pad's Website
- Display your property on the below portals
- Arrange for a To Let Board to be erected

We use Facebook and local publications for brand awareness which in turn attracts traffic through our own Website.

See all our properties on...

Zoopla

PrimeLocation.com


THE TIMES

Telegraph


THE SUNDAY TIMES

MailOnline


msn


mumsnet
By parents for parents

Johnston Press


Kirstie Phil


homes24.co.uk
your local property portal


NappyValleyNet.com
NAPPY VALLEY NET

ZPG Partnerships 2016

VIEWING STAGE:

All prospective Tenants will be accompanied to all viewings by a member of our experienced and knowledgeable team. Tenants will be carefully selected prior to arranging an appointment, making sure that they meet the criteria you set from the outset. When a keen interest is shown we will put forward all the information on their situation and circumstances and if you are happy to proceed with the tenancy offered then we will undertake our referencing process on the prospective Tenant(s).

Financial and employment references will be obtained along with a current Landlord reference, if they are currently in rented accommodation. If they are living with family or own the property that they will be leaving, then a Landlord reference will not be available to us. In certain circumstances a Guarantor will be required, if this is the case then we will discuss the process with you and the Guarantor will also be required to go through the referencing process and sign a Guarantor agreement prior to the tenancy agreement being executed.

TENANCY AGREEMENTS:

An Assured Shorthold Tenancy Agreement will be drawn up with an initial fixed term, normally tenancies start on a six month basis and are then reviewed for a further term.

If breaches of covenants or arrears require us to take legal action we will only do so after discussing the matter with you and you would then liaise with your solicitor. **Any legal fees would be the Landlord(s) responsibility.**

From a legal perspective, an Assured Short Hold Tenancy will be over a period of six months, however, landlords must be aware that, although highly unlikely, should the fast track procedure to obtain possession be required, then a minimum of a six month period would have had to have elapsed.

As an agent we aim to provide a fair equitable tenancy agreement and service to both the Landlord and the Tenant. To be able to achieve this, where we are to hold the deposit, the following clauses will be included in the tenancy agreement:

1. This tenancy is included in the Deposit Protection Scheme (DPS). The Landlord and the Tenant must notify a member of staff at My Pad if there is a dispute over the deposit, as soon as possible, within twenty eight days of the lawful end of tenancy and the vacation of the property (it is recommended that the notice be given in writing)
2. If, after twenty working days the notice of a dispute and reasonable attempts have been made to resolve any issues, there remains an unresolved issue between the Landlord and the Tenant over the deposit, the case will be submitted to the independent case examiner (ICE) of the Deposit Protection Scheme (DPS) for expert, impartial, third party advice. The Landlord and the Tenant agree to co-operate with this process.
3. Where the amount in question is over £5,000 the Landlord and the Tenant agree to submit a formal arbitration through the ICE in writing. The ICE may at its discretion accept the dispute for informal investigation. The appointment of such arbitration will incur an admin fee of £325 which would need to be shared equally between the Landlord and the Tenant, the liability of such costs will be dependent upon the Award made by the arbitrator.
4. The statutory rights of the Landlord or the Tenant will not be affected should either decide to take legal action.

TENANCY RENEWAL:

Prior to the expiration of the fixed term tenancy we will contact both the Landlord and Tenant to obtain clarification on both parties' intentions. Should both parties agree to a renewal we will draw up the agreement and execute with the tenant. A £50.00 (No VAT) admin fee will be required on completion of the renewal and this fee is payable by the Landlord.

Should the initial or following fixed term agreement continue on a monthly basis, once the fixed term date has passed (where the Landlord and the Tenant cannot commit to a new fixed term) then an administration fee of £20.00 (No VAT) will be payable by the Landlord.

Should you opt for our Let Only Service and request a renewal of a tenancy agreement following the initial fixed term arranged by My Pad there will be an administration fee of £75.00 (No Vat) payable by the Landlord to cover the cost of the agreement to be drawn up and executed with the Tenant(s).

RENTAL PAYMENTS:

We require the first month's rent in advance upon the commencement of our tenancies and then all future payments are due on the day the tenancy starts thereafter. If you opt for our Fully Managed Service we aim to collect the rent via a standing order procedure. Once we receive cleared funds we then pay our Landlords, directly into a private Bank Account of your choice, less our fees or any maintenance charges. A rental statement will be provided every month to you along with the payment.

Unless otherwise agreed, the rent quoted to the Tenant is inclusive of all outgoings for which you are responsible (i.e. ground rent, service charge, etc.) with the exception of Gas, Electricity, Water, Telephone Services, Television Services and Council Tax.

DEPOSITS:

My Pad will obtain a deposit, usually comprising of one month's rent plus £100.00, prior to any tenancy commencing. The deposit is taken on behalf of the Landlord to use in case of arrears, or for any loss or damage caused to the property throughout the tenancy. All deposits remain the Tenant(s) money until they vacate the property and must be registered, as required by law, with a Deposit Protection Scheme.

If you instruct us on our Fully Managed Service then we will undertake the registration of the deposit. If however, you opt to self-manage the tenancy it is the Landlord who would undertake the registration process within thirty days of the tenancy commencing.

TENANCY DEPOSIT PROTECTION SCHEMES

This section explains the requirements at the end of the tenancy and the stipulations as a result of the tenancy protection. We will give some examples of some of the common issues that would affect the Tenant(s) bond and potential deductions.

Wear & Tear

Many Landlords are under the impression that a property should be returned to them in the same condition at the end of the tenancy as the start, and believe that the expenses can be claimed from the tenants deposit for minor damage that should be expected in any normal use of a property. Also some Landlords assume `replacing` items at the property which are coming to the end of their normal expected term of life for example decorating a whole room when minor scuff marks have been caused by the tenant, is acceptable.

The House of Lords define fair wear and tear as "reasonable" use of a premises by the Tenant and the ordinary operation of natural forces". They say that the Landlord has a duty to the Tenant to be fair and not claim more than is necessary to cover costs.

For example; the replacement of a damaged item may be justified where it is damaged beyond economical repair or its condition renders it unusable. This is not the case if simply cleaning the item would return it to an acceptable condition then a replacement item would not be necessary. In cases where an item has a reduced life span caused by the damage then compensation will be appropriate.

In cases where damage is so extensive or severe as to effect the achievable rent level of the property, the most appropriate action would be to replace the item and to apportion costs according to the age of the item. An example is calculated and shown below:

- A. Cost of a similar carpet/item up to £500
- B. Actual age of existing carpet/item up to 2 years
- C. Average useful lifespan of that type of carpet/item up to 10 years
- D. Residual lifespan of carpet/item calculated as C) less B) up to 8 years
- E. Depreciation of value rate calculated as A) divided by C) up to £50.00 per year
- F. Reasonable apportionment cost to a tenant calculated as D) times E) up to £400.00

INVENTORY:

A comprehensive Inventory & Condition report is required to be carried out prior to the commencement of any tenancy. Tenants are entitled to a report of the condition on the property prior to moving in, as it is their deposit at risk at the end of the tenancy. Tenants are required to sign the document and a copy needs to be retained by the Landlord or Agent as proof of receipt by the Tenant.

The Inventory needs to include a detailed description of the condition of the property and include supporting photographs of both its condition and any contents. If you opt for our Fully Managed Service then we will prepare this document on your behalf once a Tenant(s) has agreed to take on the property and references are complete.

For our 'Let Only' properties, where you opt to manage the property in full yourself, you need to complete your own detailed inventory for the inside and outside of the property.

FURNISHED PROPERTY RENTALS:

The following is a recommended list of furnishings for rented property:

LOUNGE/DINER		
Sofa(s)	Dining Table: 4/6 Chairs	Television Unit/ Coffee Table
KITCHEN		
Cooker	Fridge/freezer	Washing Machine
Kettle	Toaster	Microwave
Assortment of Saucepans	Frying Pan	Kitchen Knives
4 Piece Cutlery Set	4 Piece Crockery Set	4 Glasses
BEDROOMS		
Bed Frame	Mattress (Optional)	Wardrobe
Chest of drawers	Bed Side Tables	
MISCELLANEOUS		
Ironing Board	Iron	Dust Pan & Brush
Mop & Bucket	Pedal Bin	Curtains
Entrance Mat	Vacuum Cleaner	Lawn Mower
Shower Curtain	Lamp Shades	SMOKE ALARM

Unfurnished properties should be carpeted, curtained and have essential cooking appliances.

ALL PERSONAL AND TREASURED POSSESSIONS OF EITHER REAL OR SENTIMENTAL VALUE SHOULD BE REMOVED. As a rule televisions, DVD Players, hi-fi equipment and 'white goods' should be left only in the

knowledge that the Landlord will be responsible for any mechanical breakdown. A list of 'useful information' should be provided, preferably in a file or drawer. This should include domestic appliance instructions and manuals, the main stopcock and meter locations, useful hints regarding the property, refuse collection times, etc.

When a television licence expires, the Tenant becomes responsible for the fee. (Whether or not a TV... is left, an aerial is essential). Landlords must remember that occupancy of their property will result in wear & tear on the property and its contents.

The inventory will be checked at the end of the tenancy. It is important that all the floors, carpets, curtains, blankets and paintwork be cleaned before a Tenant moves in. Electrical appliances must be serviced and brand new ones which are under guarantee should be tested and all plugs checked. It is in your best interest to take out a service contract for the central heating and also wherever possible, for major domestic appliances.

COUNCIL TAX, WATER RATES & UTILITIES:

These are the Tenant(s) responsibility during occupation. If you opt for our Fully Managed Service then we will ensure these are transferred into the Tenant(s) name. During periods when the property is vacant then these are your responsibility as the Landlord. We will ensure that Electricity and Gas accounts are transferred into the Tenant(s) names from the date of occupation along with the meter readings and your final accounts will be forwarded to you for settlement. Gas and Electricity will remain connected during periods when the property is vacant.

KEYS:

All parties named on a tenancy agreement are entitled to a Front Door key each. Therefore, you will need to supply us with one full set of keys for the property and additional front door key's for each additional Tenant. My Pad will also require a full set of keys in order to carry out viewings.

All keys in our possession are coded for security, constantly checked and kept in a lockable cupboard. Please check any new keys you may have had cut to ensure they work smoothly and efficiently.



Mr Taylor said: Fantastic Service,

*Friendly & Professional. Good luck in your venture, you have what it takes to
succeed'*

DEALING WITH MAINTENANCE & REPAIRS:

If you opt for our Fully Managed service then we will deal with the above throughout the tenancy on your behalf. If a problem is reported to us we will make every effort to discuss with you how repairs are dealt with. We will obtain your permission prior to carrying out any repairs. If an emergency does arise (e.g. burst water tank) we will of course contact you immediately, however if you are unreachable at that time we will proceed to send out a tradesman to turn the water off to minimise damage and expense without prior approval and the expense will need to be covered by yourself as the Landlord.

As a result of the above and on behalf of the Landlord, we have built very strong relationships with locally established and registered contractors that act in the interest of Landlords, their properties and the Tenants alike. My Pad will not arrange for any maintenance work to be undertaken whilst the property is vacant unless funds have been made available to do so.

My Pad cannot be held responsible for the use of a gas engineer, general plumber or any tradesman or company that provide and service an active maintenance policy, that we are unaware of or if the details of the policy are not provided upon instruction.

If you opt for our Let Only service then it is your responsibility as the Landlord to deal with any issues that may arise within a timely manner.

INSPECTIONS:

We advise that routine inspections are carried out every four months throughout the duration of the tenancy and are documented on the condition of the property should they be required as evidence to support any dispute that could occur at the end of the tenancy

The Inventory is classed as a First Inspection at the beginning of the tenancy and the Check Out at the end of the tenancy is classed as the Final Inspection.

Again, if you opt for our Fully Managed Service then routine inspections will be carried out between every twelve to fourteen weeks for the duration of the tenancy. Therefore if you opt for our Let Only Service it is your responsibility as the Landlord to carry out such inspections.

GARDENS:

Tenants will be expected to maintain gardens provided the necessary tools and equipment are available to them. If the property falls vacant during the grass growing season, we can offer a lawn mowing service, upon request. Please note that it is the Landlords responsibility to main any trees and hedges.

INCOME TAX:

This is applicable to all owners and you should seek professional advice from either an accountant or the tax department of your bank.

The following is a list of the main items which are tax deductible from rents received from property letting:

- Interest on mortgage if there is a mortgage in place
- 10% of gross rent for fair wear & tear on furnished lettings only
- Agents & management fees
- Maintenance of central heating appliances
- Insurance of appliances
- Insurance of buildings and house contents
- Repairs during letting
- Any outgoings for which the landlord is responsible during letting e.g. cost of upkeep of gardens, cleaning of common areas in the case of apartments.

TAXES MANAGEMENT ACT 1970 Section 78: Where the Landlord of furnished property resides abroad the Inland Revenue will hold us, as your agents, responsible for the payment of any tax liability which arises on rents collected by us on your behalf. Income tax will be deducted at the basic rate from the net amount. NB. Members of the armed forces are generally exempt.

OVERSEAS LANDLORDS: All Landlords residing overseas during the letting of their property or properties, are required to complete an online interactive and intelligent form as provided by HM Revenue and Customs (HMRC). Overseas Landlords will need to complete the online forms(s) which should then be printed, signed and sent off to the HMRC. The address to send off this form is provided on the HM Revenue and Customs website and the form(s) in question.

The required NRL application form(s) are available at hmrc.gov.uk. Should you have any questions in relation to the form(s) or need any assistance with different formats please contact 03000 516 644.



LANDLORDS OBLIGATIONS:

PERMISSION TO LET: If you are a Tenant or Lessee (i.e. you pay a maintenance charge or ground rent), you must make certain that the intended letting is permitted by your lease, that the tenancy is for a period expiring to the termination of your lease and that you're Landlords written permission is obtained for the subletting. If your property is subject to a mortgage, then permission to sublet may be required from the company providing your mortgage. This is your own responsibility and we will assume that you have made the necessary checks. We cannot be held responsible for any claim a Tenant may bring against you, should you not have gained the Mortgagors permission to let, if you face repossession through mortgage arrears.

INSURANCE: You should make sure that your property and contents if applicable, is adequately insured for letting purposes and that your policy covers furnished lettings, again if applicable. You should ensure that you are covered for public liability within your Landlord policy. My Pad cannot be held liable for any difficulties arising as a result of a failure to do this.

PROVIDE A LANDLORDS GAS SAFETY CERTIFICATE: It is law that all gas equipment in rented properties must be checked annually by a registered Gas Safe Engineer and that accurate records of all work carried out on all appliances, including dates of checking, must be available on request.

If you don't already have a valid Safety Certificate then we can arrange one on your behalf should you instruct us to do so. There is a fee payable for this certificate to be undertaken and the charge is £60.00 (No VAT). The cost will be debited to your account and if we manage your property for you then each annual certificate thereafter. (The regulation information follows shortly in this booklet)

PROVIDE AN ENERGY PERFORMANCE CERTIFICATE: It has been a mandatory requirement since 1st October 2008, that all properties once vacant undergo an Energy Performance Certificate (EPC). This certificate must be available for inspection by prospective tenants within seven days of the commencement of marketing and complete prior to a let being agreed or any tenancy start date. The EPC must be completed by a qualified energy performance assessor and once complete will be valid for ten years, for the purpose of letting and selling should you decide to sell later on.

If you do not already have a valid EPC then, with your consent, we can arrange for this certificate to be carried out on your behalf. To comply with legislation you must provide the certificate within seven days of the commencement of marketing, or prior to a Tenants occupation should this be the case within the initial seven day period. For further information relating to the energy Performance, visit www.energy-savingtrust.org.uk. There is a fee payable for this certificate to be undertaken and is charged at £80.00 (No VAT).

HAVE A LEGIONELLA RISK ASSESSMENTS DONE: It is now a compulsory requirement that Landlords have a legionella risk assessment carried out at their rental property on a regular (annual) basis, so as to comply with the requirements of the Health & Safety Law. Taking the correct precautions so as to reduce the risk of exposure to legionella.

A qualified risk assessor must carry out a competent assessment, and will understand the water systems and equipment associated with the systems such as pumps, heat exchangers and showers to identify whether they are likely to create a risk from exposure to legionella.

Each risk assessment will for example include:-

- The testing of water temperatures
- The water is stored as part of the system
- There are no sources of nutrients such as rust, sludge or scale.
- The conditions are likely to encourage bacteria to multiply

If you don't already have a valid Legionella report then we can arrange one on your behalf should you instruct us to do so. There is a fee payable for this certificate to be undertaken and is charged at £80.00 (No VAT). The cost will be debited to your account and if we manage your property for you then each annual certificate thereafter.

FIRE REGULATIONS: You must ensure that any furniture supplied conforms with the 'Fire & Furniture (Fire) (Safety) (Amendment) Regulations 1993'. We require you to indemnify us from any action or circumstances resulting from any breach of this regulation before we can complete any contract. (The regulation information follows shortly in this booklet)

LANDLORD REGISTRATION & LICENSING (RENT SMART WALES): Under the Housing (Wales) Act 2014, there are new legal obligations on Landlords who have rental property in Wales. Below we explain these obligations and we will help you to understand the process. Landlords operating anywhere in Wales can comply with the new law by completing the appropriate application on the Rent Smart Wales website, www.rentsmartwales.co.uk. To start the process, you must create an account with them.

Landlord Registration:

Any Landlord who has a rental property in Wales which is rented on an Assured, Assured Shorthold or Regulated Tenancy is required to register. Depending on how a property is owned will determine who needs to register it.

Landlord Licensing:

Landlords who are not involved in setting up tenancies and managing their rental properties do not need a licence; however they must use a licensed agent and register as a landlord declaring their agent on the registration. Landlords who do undertake letting and management tasks at their rental properties in Wales are required to apply for a licence. Such landlords are often described as 'self-managing'. (The regulation information follows shortly in this booklet)

NOTICE: Should you require the property back and therefore need the Tenant(s) to vacate due to no fault of their own then they are required to have a two month notice period to end their fixed term tenancy. If we manage your property then we will draw up and issue the required notice for you. In order for us to serve your Tenant(s) the required two months' notice to end their fixed term tenancy or monthly term, we require your written instruction to do so at least ten weeks prior to the date vacant possession is needed. Notice has to be given to coincide with the tenancy agreement contractual date (either on or before). If we do not manage your property for you then we can still prepare this notice and serve it on your behalf. There is an administration fee of £75.00 (No Vat) payable for this extra service.

REGULATION INFORMATION:

GAS SAFETY (INSTALLATION AND USE) REGULATIONS 1998: This information is aimed at Landlords and explains some of the main requirements of the regulations. It also gives guidance on how to comply with them.

Each year approximately **thirty** people die from carbon monoxide poisoning caused by poorly maintained gas appliances and flues. The gas safety regulations 1998 specifically deal with the installation, maintenance and use of gas appliances, fittings and flues provided for the tenants' use are safe.

These duties to protect the Tenant' safety are in addition to the more general ones that Landlords have under the Health & Safety at work Act 1974 and the management of Health & Safety Work Regulations 1992

The duties generally apply to appliances and flues at "relevant" premises that is those occupied for the residential purpose under either a licence, a tenancy for a set term or lease as defined in the Regulations, essentially any lease under **seven** years is covered.

As a Landlord you are required to:

- Ensure all gas fittings and flues are MAINTAINED and in a safe condition.
- Ensure an ANNUAL SAFETY CHECK is carried out on each gas appliance/flue. Before any new lease starts, you must make sure that these checks have been carried out within one year before the start of the lease date, unless the appliances in the property have been installed for less than **twelve** months, in which case they should be checked within **twelve** months of their installation date.
- Have all installation, maintenance and safety checks carried out by a gas safety registered gas installer.
- Keep a record of each safety check for two years.
- Issue a copy of the safety check record to each existing tenant within **twenty eight** days of the check being completed, or to any new Tenant(s) before they move in.

The Regulations specify the gas safety matters to be covered. You should not assume that an annual service inspection meets the safety check requirement, or that a safety check will be sufficient to provide effective maintenance. Ask advice of a gas safety registered gas installer where necessary.

- The safety check and maintenance requirements generally apply to the gas appliance or flue installed in the 'relevant premises' except that:
 - Appliances owned by the tenant are not covered;
 - Flues/chimneys SOLELY connected to an appliance owned by the tenant are not covered;
 - Any appliances and flues serving 'relevant premises' (such as central heating boilers not installed in tenants' accommodation, but used to heat them are covered.

Your duty to maintain and carry out safety checks applies to fixed as well as portable appliances, such as LPG cabinet heaters.

If you do not maintain the gas appliances this may result in loss of life. You could be prosecuted and this could result in you facing a maximum penalty of £5,000 for each offence. If the case is then referred to the Crown Court, the maximum penalty may be an unlimited fine and possible imprisonment.

FIRE REGULATIONS: You must ensure that all furniture supplied conforms to the “Fire & Furniture” (Fire) (Safety) (Amendment) regulation 1993”. We require you to indemnify us from any action or consequence resulting from any breach of this regulation before we can complete any contract.

Furnishing Fire & Safety Regulations: The Regulations came into force on 1st March 1993 for new lettings 31st December 1996 transitional period ends. These regulations set new levels of fire resistance for domestic upholstered furniture, furnishings and other products containing upholstery, acting as secondary legislation under the Consumer protection Act 1987.

A large number of domestic fires start with soft furnishings catching fire and many deaths are attributed to the poisonous fumes that are given off by the man-made foams and coverings. The regulations include sensible measures to improve the fire safety of materials used in their construction. The bulk of the regulations deal with the duties of manufactures and importers if manufactured abroad, in producing and supplying domestic furniture and furnishings to the required new standards for fire resistance. These standards include two tests, the match test and the cigarette test. For new furniture, the net effect of the regulations is that any such products manufactured after 1st March 1989 or sold by a retailer after 1st March 1990 shall be to the new standards and will be labelled accordingly.

When buying new or second hand furniture for a rental property, you should always check to see that there is an appropriate label attached. Furniture or furnishings purchased after 1st March 1990 from a reputable retailer/supplier should all have attached labels. There are two types of labels:

1. Display Labels: All furniture will carry the appropriate display label at point of sale
2. Permanent Labels: All new furniture, except mattress and bed-bases, and covers for furniture must carry a permanent and non-detachable label.

Penalty: The maximum penalty for non-compliance with these regulations is six-month imprisonment or a fine of £5,000, or both.

RENT SMART WALES:

Registration: Since 23 November 2015, all Landlords operating in Wales must become registered. Landlords have a year to comply with this new obligation.

In order to register a landlord must provide accurate and up-to-date information about themselves and their rental properties in Wales.

This new requirement comes from Part 1 of the Housing (Wales) Act 2014

Does this apply to me?

Do you own a property in Wales that you don't live in?

Do you allow someone else to live in that property (as their main residence) and do they pay you money to live there?

Is the property rented on an assured, assured shorthold or regulated tenancy?

If you answer yes to these questions you are a landlord and need to comply with the registration requirements in Wales.

How do I register as a Landlord?

You can register as a Landlord through this website; you simply need to create an account and work through the on-line process. A Landlord must complete the registration themselves; an agent or another person who is not the landlord cannot do it on their behalf.

If you are a self-managing Landlord you will also need to apply for a licence. Further Information below.

More about Landlord registration

A Landlord, for the purpose of the legislation, is the person who is entitled to possession of the property. This in most cases will be the owner of the property.

A Landlord who must register therefore could be an individual person, a group of people or even a company (depending on how the property is owned). If the property being registered is in joint ownership, one lead owner must register it on behalf of all other owners. If a property is owned by a company, the company registers as the landlord.

A Landlord registration costs £33.50 if completed on-line. This is the cost for each Landlord type registering. The cost for registration does not increase if more than one rental property is part of the registration.

If someone requests a paper application form to complete instead of doing the registration on-line it costs £80.50.

What rental properties must be registered?

A Landlord must include the address of all rental property in Wales they are the landlord for in their registration. This will be the address of all dwellings (buildings, or part of a building, occupied as a separate dwelling) which are subject to, or marketed or offered for let under a domestic tenancy. Only dwellings rented on assured, assured shorthold or regulated tenancies are required to be part of the register. These are the main types of tenancies used to rent out properties privately in Wales.

Once a landlord is registered; what then?

A Landlord's registration lasts **five** years after which time they must re-register. During the registered period a Landlord must keep the information within it up to date. By law, certain changes in information must be notified.

These are:

Any change in name, correspondence address, contact telephone number, e-mail address or other contact information provided as part of the registration

Any change (either that someone has started or ceased) to undertake letting or management at the registered rental property (for which they would need a licence from Rent Smart Wales)

Any changes of interest the Landlord has with the rental property (i.e. if they sell a registered property)

If a Landlord acquires another property subject to, or marketed or offered for let under a domestic tenancy in Wales they are obliged to add it to their registration. A Landlord has 28 days to do this.

Licensing: Landlords who self-manage their properties in Wales must apply for a licence. This is in addition to having to register.

Which Landlords must obtain a licence?

If you undertake any of the following at a property in Wales for which you are the Landlord, then you need a licence:

Landlord Letting Activities:

- Arranging or conducting viewings with prospective tenants;
- Gathering evidence for the purpose of establishing the suitability of prospective Tenants (for example, by confirming character references, undertaking credit checks or interviewing a prospective Tenant).
- Preparing or arranging the preparation of a tenancy agreement.
- Preparing or arranging the preparation of an inventory for the dwelling or schedule of condition for the dwelling.

Landlord Property Management Activities:

- Collecting rent.
- Being the principal point of contact for the tenant in relation to matters arising under the tenancy;
- Making arrangements with a person to carry out repairs or maintenance.
- Making arrangements with a tenant or occupier of the dwelling to secure access to the dwelling for any purpose.
- Checking the contents or condition of the dwelling or arranging for them to be checked as part of a current tenancy or for one which has ended.
- Serving notice to terminate a tenancy.

How do I obtain a licence?

The licence application can be completed on this website. This can either be done in the account you have created in order to register as a Landlord or if you are a joint Landlord, who is not the lead registering Landlord, you can start your individual licence application by creating an account.

To submit a valid licence application, all the information required must be submitted, evidence of suitable landlord training provided and the 'fit and proper' person declaration must be completed.

The training that a Landlord must do in order to obtain a licence can either be done direct with Rent Smart Wales or an approved course can be completed by a training provider authorised by Rent Smart Wales.

Once a complete application is submitted to Rent Smart Wales they will assess it to determine if a licence can be granted. They will make sure the application is complete and the correct fee has been paid. They will also determine whether the Landlord is 'fit and proper' (by ensuring they have no relevant convictions against them) and make sure the training they have completed is suitable for licensing purposes. Once they have assessed the application they will award a licence. Only in exceptional circumstances would a licence be refused.

Once a licence is awarded the Landlord will receive notification of their unique licence number and the conditions attached to their licence. The Landlord will also receive a licence card in the post.

How long does a licence last?

Once a Landlord is licensed it lasts for **five** years. During that time you must keep the information in your licence application up to date (e.g. change your phone number if you update it) and also comply with the conditions of your licence. One condition will always be to adhere to the Code of Practice. The Code of Practice has been created by the Welsh Assembly as a way to ensure a consistent standard of letting and management practice in line with legal requirements in Wales.

If a licence holder fails to comply with any condition of their licence or is no longer 'fit and proper' then their licence can be revoked. This is a serious action as it means that the person can no longer undertake any letting or management activities at any rental properties in Wales. Instead, they must instruct a licensed agent to act on their behalf at all their rental properties.

That brings you to the end of our information. If you have any questions or queries then please do not hesitate to ask us, we will leave you now with our quote and our terms of business with our fees, thereafter, we very much look forward to hearing from you soon...

‘Cheap letting agents are not good, good letting agents are not cheap’



SO, 'SIGN' UP WITH US TODAY & LET US LET YOUR PAD'