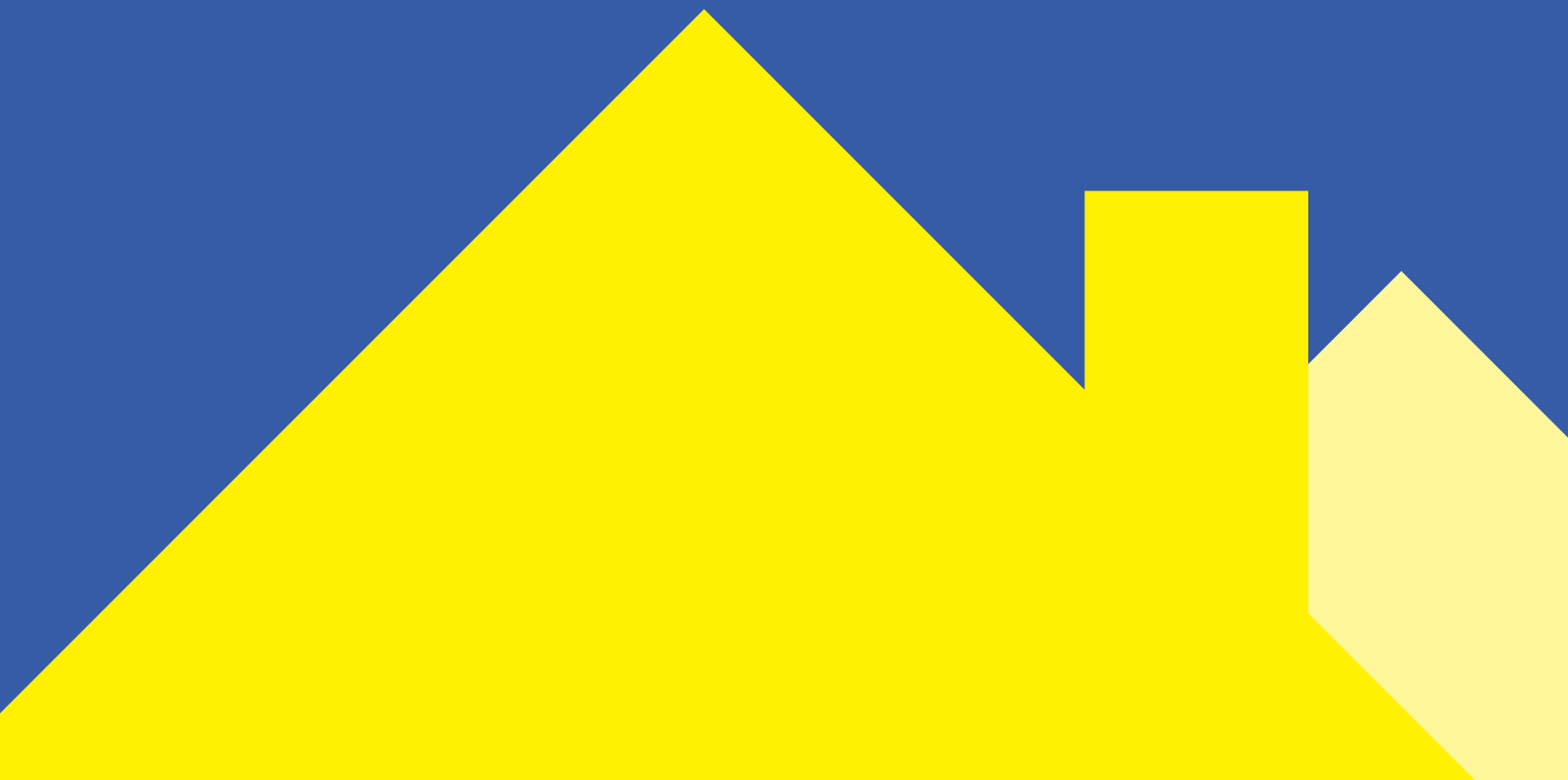




# LET RIGHT

RESIDENTIAL LETTING AGENTS



"We make it  
an easy and  
convenient  
process."



# LET RIGHT

RESIDENTIAL LETTING AGENTS

Thank you for considering **Let Right Properties Ltd** for the renting out of your property.

The following information is designed to give you an indication of the type and quality of service we provide. If after reading these notes you should have any further queries please do not hesitate to contact this office where a member of staff will only be too pleased to assist you.



"...only be too pleased to assist you."

# Why use Let Right?

## Let Right

Our portfolio of managed properties has steadily been built up through our dedication to providing the highest standards of professional service to both landlord and tenant (now contract holders) since June 2001.

You may be aware of some of the pitfalls owners face when renting out their property. The chances of problems occurring when letting out your property can be reduced to a minimum if all the possible risks have been identified and appropriate procedures are in place and implemented to minimize those risks. It is on these principles that Let Right Properties Ltd finds the right contract holders using a professional referencing service which is reliable and depending on the contract holders reaching relevant criteria.

**Let Right Properties Ltd** is dedicated to managing your property as if it were our own, from the moment you place your property in our hands you can be assured of our ability to handle the day to day events and even major crises with total professionalism. Our staff are on call 24 hours a day to ensure the smooth running of a contract and the full protection of each property. We believe that our standards, practices, insurances and indemnities combined with our enthusiasm and dedication to provide you with the best package of management services currently available in South Wales.

To give you a more detailed insight into the renting process and to advise you of a probable rental value we ask that a member of our staff visit you. This will be arranged at a mutually convenient time. There is obviously no obligation to use our services just because we have visited you. It is really to enable you to be in possession of as much information as possible before you decide whether or not letting out your property is the right move for you.

**Let Right Properties Ltd** is a firm accredited by SafeAgent – a Government backed accreditation scheme which offers peace of mind to landlords and contract holders through the knowledge that the firm they are dealing with offers clearly defined levels of customer service.

A SafeAgent member also brings the assurances that we protect landlords and contract holders' money through client money protection.

**Let Right Properties Ltd** is also a member of The Property Ombudsman and follows the property ombudsman code of practice for letting agents.



*"Letting your property is an intensely personal and emotive experience."*

# The benefits...

Using Let Right you will benefit from...

- ◆ **Traditional personal service coupled with the very latest technology.**
- ◆ **Extraordinary lengths to match your property to all possible Contract Holders .**
- ◆ **Proactive Marketing to ensure your property receives national and regional exposure**
- ◆ **Superior Local knowledge and property trends**
- ◆ **Family owned and staffed professionals who deal on a personal level**
- ◆ **Flexible agreements to suit everyone's needs**
- ◆ **Attractive online marketing of your property making use of colour floor plans, wide angle lens photography and 360 virtual walkthroughs.**
- ◆ **An extensive client database mailing list to accurately match your property to suitable contract holders.**



## Our Services

Services	Management Package	Contract Holder Find Only
Rental Assessment	◆	◆
Advertising & Marketing	◆	◆
Organising EPC Certificate	◆	◆
Viewings & Contract Holder Selection	◆	◆
References	◆	◆
Occupation Contract	◆	◆
Organising Safety Certificates*	◆	◆
Inventories	◆	*
Rent Collection	◆	◆
		Only 1st month/term
Security Deposit*	◆	◆
Utility Services	◆	
Inspections / Serving Notices	◆	
Property Repairs & Maintenance*	◆	
24hr Emergency Contact	◆	
Key Holding Service	◆	
Investment Advice	◆	

\*Additional Charges Apply

"85% of initial enquiries for sale or rental properties are made online."

# What it costs...

## Fees & Charges

For management of your property our fees are 10% plus VAT of the gross monthly rental income. A setting up fee, equivalent to two weeks rent plus VAT, is payable at the start of each new contract. This fee will be deducted from the first month's rental paid by the contract holders. The setting up fee is necessary to cover the cost of advertising, references, initial travelling expenses, inventory reports and the drawing up of legal agreements.

We will make every effort possible to ensure that the existing contract holders resign for another fixed term of a minimum of 6 months and not a periodic rolling monthly contract. Our fee for renewing an existing contract is standard at £50.00 plus VAT

Our contract holder find only package charge is equivalent to three week's rent plus VAT. Please contact one of our advisors for further details.

Please contact one of our advisors if you would like further information on how we can combine both packages to suit your individual needs.



*“Flexible agreements to suit everyone's needs.”*

## First Impressions Count

When you're trying to let your property, don't underestimate the kerb appeal and first impressions your home should make. If your home is unappealing from the outside, you are less likely to entice possible contract holders inside. This also goes for the inside of your home; you should see viewings as showcasing your home rather than simply showing the space.

Lots of people make an instant judgment on a first impression. Just a few simple things can dramatically alter that first impression and get people through that front door.



*“Lots of people make an instant judgment on a first impression...”*

360 virtual walkthrough  
from anywhere, anytime...



## 360 Virtual Viewings

We employ the use of a 360 virtual viewing feature which is fully interactive for the user and not a simple video of a property whereby a potential contract holder cannot have a good look around the property. Contract holders quite often like to gather as much information and get as much of a feel for a property as they can before booking a viewing and this feature offers that to them. Virtual viewings also streamline the whole process for a landlord. If a potential contract holders interest drops after a virtual viewing, it is likely they would have dropped at some point in any case. However, if a potential contract holders booked a viewing following a virtual viewing it means that they are going to the property with greater intent of renting.



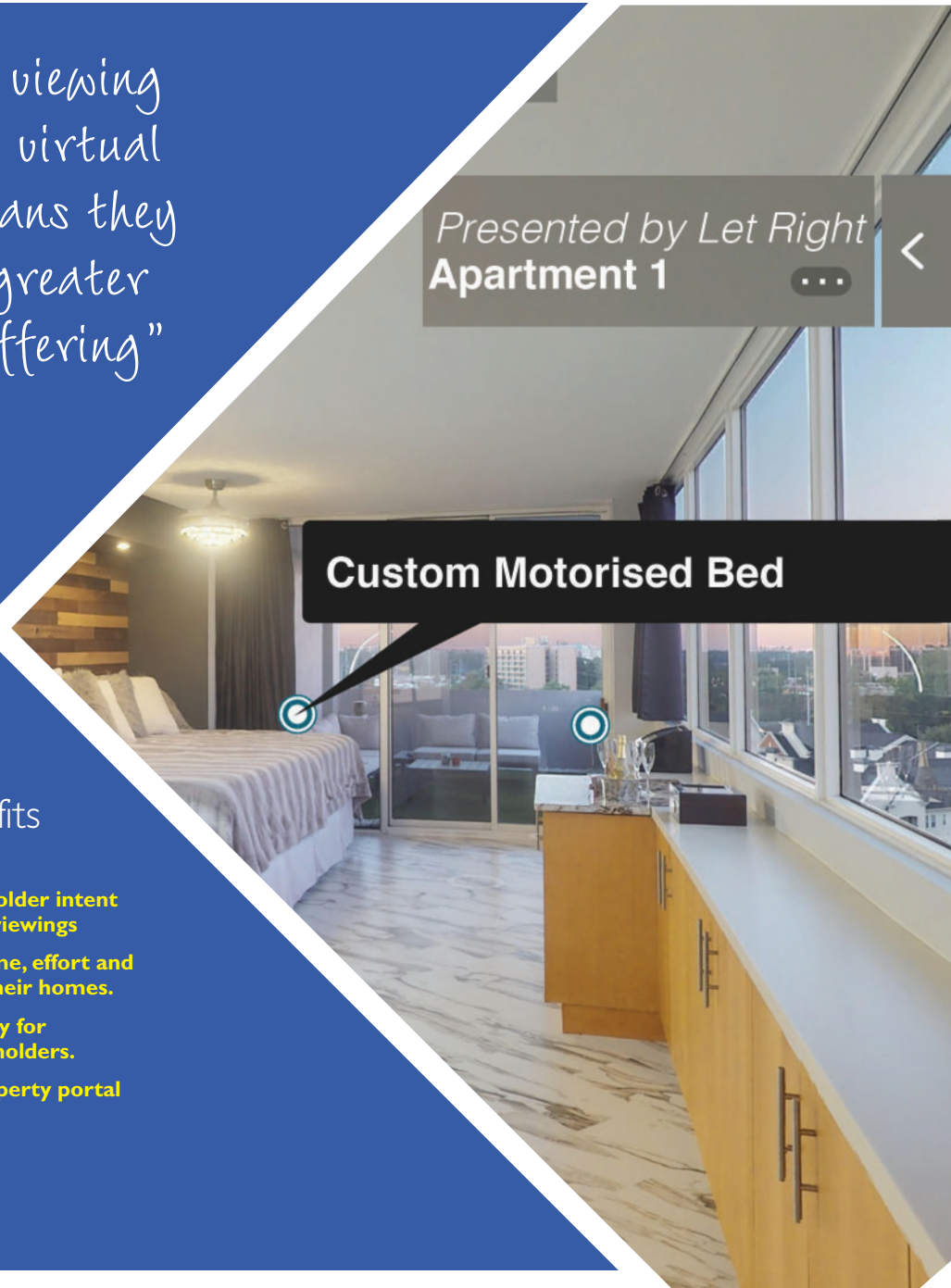
"Attract more prospects by giving viewers  
the most complete representation of your property."

# 360 Virtual Tours

*"A booked viewing following a virtual viewing means they visit with greater intent of offering"*

The key benefits include:

- ◆ **Greater contract holder intent and better quality viewings**
- ◆ **Saving landlords time, effort and money preparing their homes.**
- ◆ **Greater accessibility for potential contract holders.**
- ◆ **Boost in online property portal views.**



*"The most transparent, informational, and immersive customer experience."*

# Marketing



Let Right will advertise your property extensively and such as we subscribe to major property portals such as Rightmove.co.uk, Zoopla.co.uk (Includes 15 Partner sites such as yahoo & msn) and primelocation.com

Along with the above your property will be showcased on let-right.co.uk which is available 7 days a week, 24 hours a day. Our site top of Google advertising you can be assured your property is reaching the maximum amount of exposure.

In addition to property portal marketing, we are extremely active on all major social media marketing making regular use of all the major sites such as Facebook, Instagram and Twitter. More and more people are using social media so this allows us to reach out to and interact more directly with a whole new range of customers.

**rightmove** 

**Zoopla**

 **PrimeLocation.com**



## Floor Plans

Floor plans are an ideal way to convey quickly and accurately to prospective contract holders the relative room/area size and features of a marketed property, to see at a glance the layout. They are an ideal and necessary lettings and marketing tool.

A floor plan can help raise your property above the rest, increasing its chances of finding a contract holder. Let Right can give you the advantage you need by providing you with the highest quality floor plans.

## Rental Assessment

An experienced Lettings Negotiator will visit your property to carry out a survey. From this he/she will make a professional rental assessment taking location, condition and current demand into account. Our negotiator will discuss potential contract holders and whether you will allow pets, children, smokers etc, as well as identifying our best marketing strategy.



*"Your property, our motivation."*

*"Advertise  
properties  
extensively"*

## Viewings

All prospective contract holders are met outside your property or taken in our courtesy cars to view selected properties accompanied by an experienced negotiator. If the property is occupied all visits will be strictly appointed.

## Photographs

As more and more people are searching for properties online before they even step into an Letting agents office, great photographs are increasingly becoming essential in marketing a house. A good photograph of a property will catch the eye of house-hunters instantly, whereas poorly lit, wonky pictures are off-putting and relegate a property to the 'to look at later' list.

At Let Right we will take high quality digital photographs for inclusion in the particulars and internet use, this will include various angles of sometimes the same room to fully expose your property. Our main goal is to showcase your property in a class of its own.

## Flexible Viewings

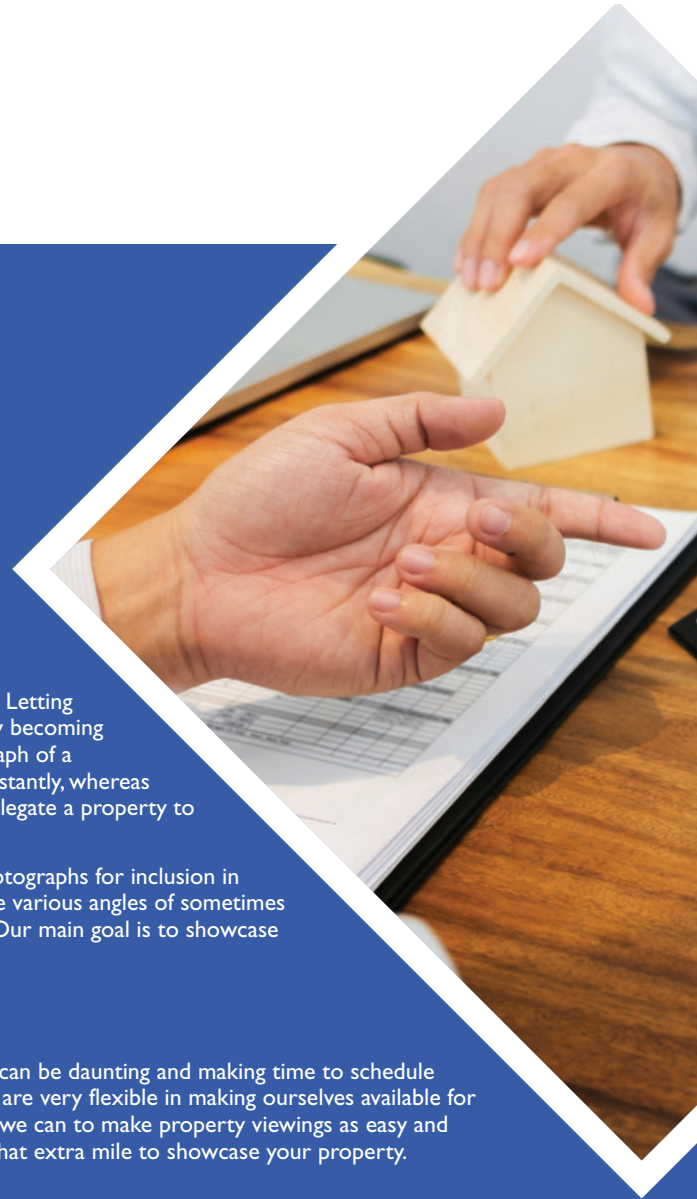
We understand that the home renting process can be daunting and making time to schedule property viewings can be tricky. That is why we are very flexible in making ourselves available for accompanied viewings. We really do everything we can to make property viewings as easy and accessible as possible. We are not afraid to go that extra mile to showcase your property.

## Contract Holder Selection

Let Right will try to locate suitable contract holders based on your instructions. You may already have considered whether you are happy or not for your property to be let to, for instance, a family with young children, pets, smokers etc.

## References

We use a professional referencing service, which is swift, reliable and dependent on the contract holder/s reaching the criteria. At least three references are requested from the prospective contract holder/s. These will normally include a credit check, financial employment enquiries and present landlord/agent check.



*"We advertise your property extensively."*

*"Ensuring energy efficiency in your property."*

## Energy Performance Certificates

Energy performance certificates (EPCs) give potential contract holders an upfront look at how energy efficient your property is. Domestic Private Rented Property in Wales are regulated by the Minimum Energy Efficiency Standards. An EPC rating of E or above is required on these property in order to comply with the law.

Since April 1st 2020, most rental properties in Wales should have an Energy Performance Certificate displaying a rating of E or above. If this is not the case, the property is likely failing to meet the Minimum Energy Efficiency Standard requirements set by the UK Government.

Landlords who continue to let out rental properties below an E are risking operating illegally and should consider how to secure energy efficiency improvements without delay.

Whilst there is a legal basis for improving low performing homes, you and the contract holder will also experience multiple benefits by doing so. They include:

- ◆ **Cheaper energy bills and added comfort for your contract holders**
- ◆ **Potential increase in the value of your rental property**
- ◆ **Reduced impact on our environment**
- ◆ **Less damp and condensation**
- ◆ **Better health for the tenant**

*"Superior service comes as standard."*

# The Law

## Occupation Contract

From 1 December 2022, everyone who rents a home in Wales will have an 'occupation contract'. An occupation contract is the agreement between tenant or licensee called the 'contract-holder' – and their landlord.

Most people who rent their home from a private landlord will get a particular kind of occupation contract called a 'standard contract'. This will either be a fixed term standard contract or a periodic standard contract. A fixed term standard contract requires both the contract-holder and the landlord to commit to a minimum term, often the first six months of occupation. After the end of this initial fixed term, the contract-holder and the landlord may agree a new fixed term and the contract-holder will be given a further standard fixed term contract. Alternatively, if the contract-holder remains in occupation (without a new contract) a periodic standard contract is automatically created, and this will continue until either the contract-holder or the landlord brings it to an end.

## Renting Homes Wales Act 2016

The Renting Homes Act is the biggest change to housing law in Wales for decades. On 1 December 2022 the Renting Homes (Wales) Act 2016 changed the way all landlords in Wales rent their properties, improving how we rent, manage, and live in rented homes in Wales.

### Who is affected by the new law?

All social and private tenants will see some changes:

- ◆ in the way their contracts are provided,
- ◆ in the way their homes are maintained
- ◆ to how they communicate with their landlords

All social and private landlords, including those who rent their properties through management companies or agents, will need to:

- ◆ comply with the new law
- ◆ make the necessary updates to their properties and paperwork

### What does the new law mean for me?

#### Tenants

Under the new law, tenants and licensees are now known as 'contract-holders'. Tenancy agreements have been replaced with 'occupation contracts'.

The new law will make renting easier and provide greater security.

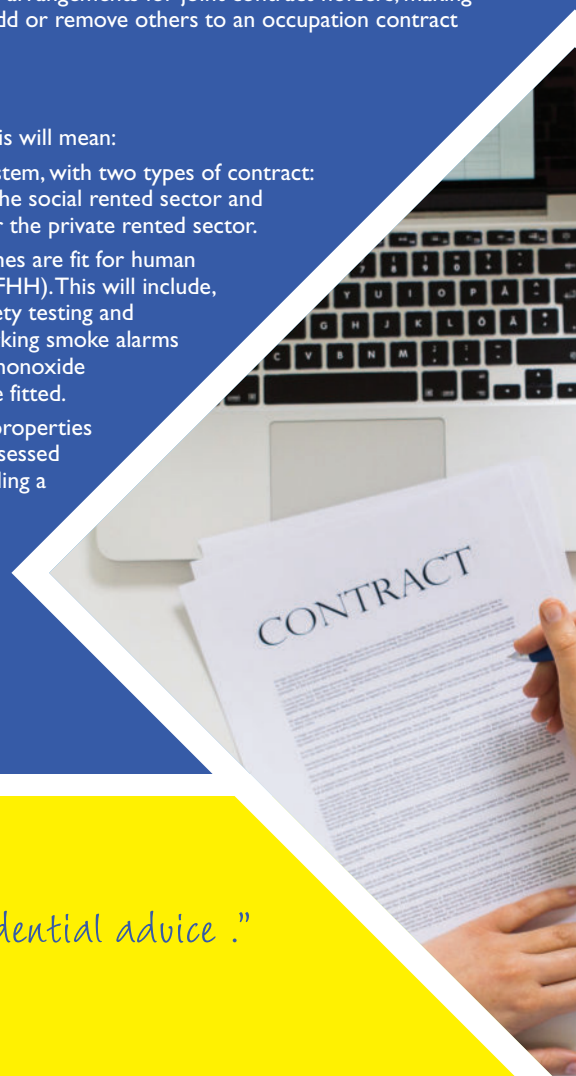
For contract-holders this will mean:

- ◆ receiving a written contract setting out your rights and responsibilities
- ◆ an increase in the 'no fault' notice period from two to six months
- ◆ greater protection from eviction
- ◆ improved succession rights, these set out who has a right to continue to live in a dwelling, for example after the current tenant dies
- ◆ more flexible arrangements for joint contract-holders, making it easier to add or remove others to an occupation contract

#### Landlords

For landlords this will mean:

- ◆ A simpler system, with two types of contract: 'Secure' for the social rented sector and 'Standard' for the private rented sector.
- ◆ Ensuring homes are fit for human habitation (FFHH). This will include, electrical safety testing and ensuring working smoke alarms and carbon monoxide detectors are fitted.
- ◆ Abandoned properties can be repossessed without needing a court order.



*"We are always pleased to give free confidential advice."*

# Inventories & Schedules...

## Inventories & Schedules of Condition

Once it is known that a contract is to commence a thorough and detailed inventory is drawn up to provide an accurate description of contents and conditions at the property.

This document provides the necessary point of reference to enable a detailed check of the property is carried out at the end of the contract for any dilapidations, damages etc. Whilst owners can reasonably expect to receive the property back in the condition in which it was rented, less fair wear and tear, landlords must understand that they are not necessarily entitled to betterment (i.e. old for new)

This vital document avoids any differences of opinion occurring during or at the end of the contract. All personal and treasured possessions of either real or sentimental value should be removed prior to letting. It is important that all floors, carpets, curtains, bedding, paintwork are cleaned before occupancy.

All electrical equipment should be serviced; plugs and wiring should be checked. It is in your best interest to take out service contracts for domestic appliances and particularly for Central Heating Systems. A list of useful information should be provided, preferably in a file or a drawer. This should incorporate domestic appliance instructions and manuals, service contracts, main stop tap and meter locations, useful hints regarding the property, refuse collections, etc

## Furnishing your Property

From past experience, fully furnished properties tend to be more desirable with students more than professionals. For advice and guidance, please do not hesitate to ask one of our advisors



*"We assist with a detailed inventory to provide an accurate description of contents and conditions."*

## Security Deposit

A bond or deposit is paid by every contract holder at an amount equivalent to at least one months' rent. Let Right Properties Ltd will hold the contract holders deposit in our clients account as your agent. If the property is found to be free of dilapidations at the end of the contract and no rent owing, the bond is returned to the contract holder in full. However the cost of making good damages or loss caused by a contract holder will be met out of this bond deposit. All bonds or deposits taken on or following the 6th April 2007 must be protected within government authorised Scheme. Let Right Properties Ltd are members of Mydeposits & The deposit protection service.

## Accounts Department

Rent is collected monthly and transferred to you, once the contract holders payment is cleared a rental statement will generated and forwarded onto the landlord. You will be paid monthly in advance with monies sent to your bank or building society account.

Unless otherwise agreed, the rent quoted to your contract holder will include all outgoings for which you are responsible, such as ground rent, service charges, maintenance, insurance etc. Let Right Properties Ltd can undertake to make these payments on your behalf if instructed to do so. We would then pass on to you the monthly rental less disbursements.

## Permission to rent your property

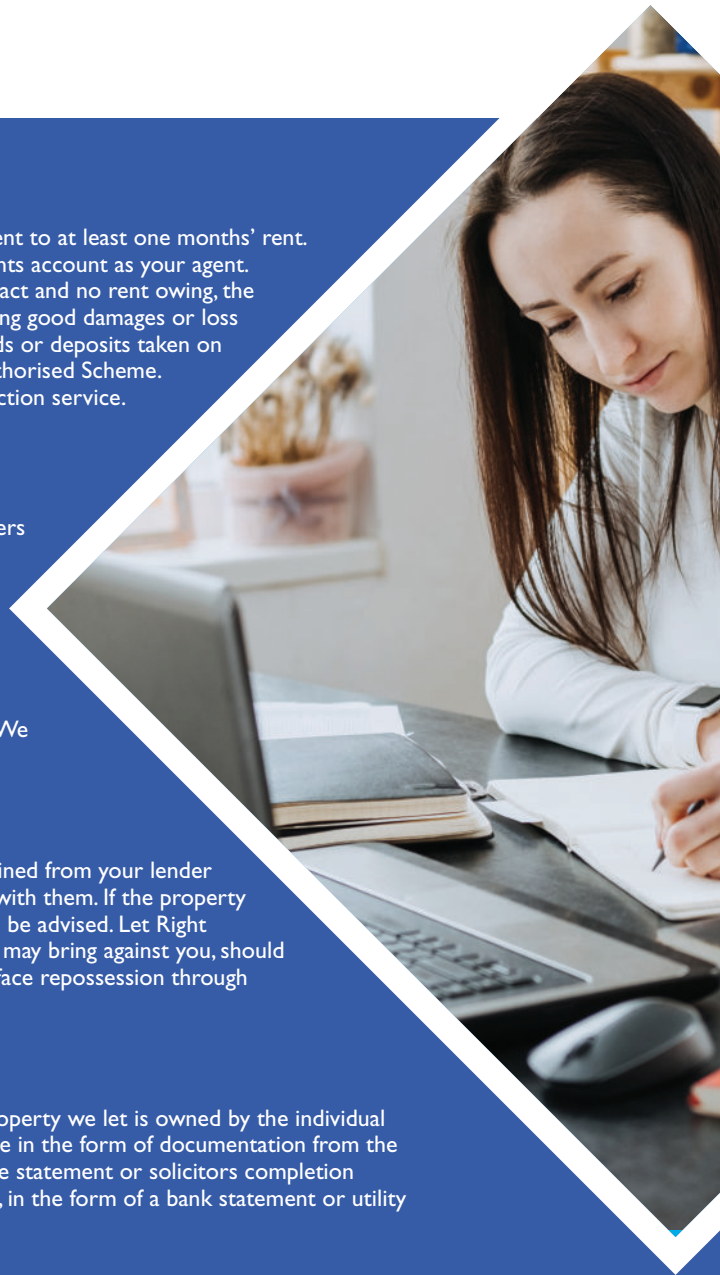
Should your property be subject to a mortgage, permission must be obtained from your lender before letting. Failure to do so may result in a breach of your agreement with them. If the property is leasehold, the landlord or managing agents of the freeholders must also be advised. Let Right Properties Ltd cannot be held responsible for any claim a contract holder may bring against you, should you not have gained the mortgage companies permission to let or if you face repossession through mortgage arrears.

## Proof of Ownership

We are required due to the Money laundering act to ensure that each property we let is owned by the individual we are instructed by; therefore proof of ownership is required. This can be in the form of documentation from the land registry, (which we can obtain for you for an additional fee), mortgage statement or solicitors completion paperwork. In addition, we require proof of your individual home address, in the form of a bank statement or utility bill and photographic proof of identity.

## Investment Advice

Let Right Properties Ltd are always pleased to give free confidential advice on the type of property to invest in and which areas are best suited to your needs. This service will assist individuals who either do not wish to get involved with finding suitable property or investors who do not know the current local market and wish to use specialist knowledge before investing in property in Pontypridd & surrounding areas



*"Your property will be professionally inspected, including a detailed report."*

# Rent Smart Wales

## Rent Smart Wales

If you are a landlord and you rent out property in Wales, it is crucial you understand the Rent Smart Wales scheme. Although landlords and their agents have had to be part of the scheme since 23rd November 2015, many new or prospective landlords will have questions about how Rent Smart Wales works and how they comply with it. For example, many landlords are unsure whether they need to register with the scheme, apply for a licence – or both.

## What is Rent Smart Wales?

Rent Smart Wales is a centralised registration and licensing scheme for the private rental sector in Wales. It was set up after the Housing (Wales) Act 2014 came into force. This legislation imposed new obligations on landlords. Currently, all private sector landlords in Wales have to register with Rent Smart Wales, while some (along with lettings and management agents) have to obtain a licence.

### What is the purpose of Rent Smart Wales?

One of the main purposes of Rent Smart Wales is to drive up the quality of the private rented sector, helping to ensure that contract holders live in safe homes. The registration and licensing scheme is designed to make it much harder for rogue landlords to operate. If landlords have their registration or licence revoked, it is very difficult for them to legally rent out their properties.

### Do I need to register as a landlord in Wales?

If you are a landlord who lets out domestic property in Wales, you need to register with Rent Smart Wales. This has been a legal obligation since 23rd November 2015. Some landlords also need to apply for a licence (we'll cover that a bit further below).

### How does Rent Smart Wales define a landlord?

A landlord is a person, people, or entity that rents out property to domestic contract holders. For example, a landlord could be:

- ◆ An individual
- ◆ Two or more people who jointly own a property
- ◆ A company
- ◆ A charity
- ◆ A trust

It's worth noting that joint landlords only have to make one registration. In this case, one of the property owners must be designated as the 'lead' landlord.

### Are any landlords exempt from registration?

Yes, there are exemptions.

For example, if you have a lodger in your home and you share amenities, you are exempt from registration. Similarly, holiday lets and non-permanent structures such as static caravans or house boats are exempt. Landlords who live in Wales and lease property outside of Wales also don't have to register. For a full list of exemptions, please check with rent smart wales website.

### How to register for Rent Smart Wales

If you need to register for Rent Smart Wales, you can do so by creating an online account. You'll need to have your personal details to hand, along with addresses of your rental properties and any relevant company, charity, or trust registration numbers.

You can also make a paper application, but this will cost you more.

### Rent Smart Wales costs

If you are registering for the first time, online registration costs around £45 and a paper application costs around £84. These prices also apply to landlords who have had their registration revoked and are re-applying to the scheme.

If you are simply renewing your registration (after the initial 5-year period of registration), you'll pay around £36 online or around £67.20 for a paper application.

It's worth noting that you only have to make one application per landlord, not one application per rental property.

### How long is registration valid for?

Registration is valid for five years, unless it is revoked before that period is completed. Once the five years has elapsed you will need to renew your registration.



*"All private sector landlords in Wales have to register with Rent Smart Wales, while some have to obtain a licence."*

## *“Obligations and advice on renting out safe and healthy homes.”*

### **Do I also need to apply for a licence?**

If you are a landlord who doesn't carry out contract holder find or property management duties, you do not need to apply for a license but must still register. You will also need to appoint a letting agent who does have a license to manage the property. This is how we can help.

However, if you do carry out these duties, then you need to apply for a landlord licence and undertake the required landlord training.

If you opt for our fully managed service, we have already been granted a license and undertaken the relevant training which will save you time and money.

### **What are the Rent Smart Wales fines and sanctions?**

If you don't comply with the registration or licensing requirements of Rent Smart Wales, you could face a range of sanctions. These include:

- ◆ Fixed penalty notices (either £150 or £250)
- ◆ Rent repayment orders
- ◆ Rent stopping orders
- ◆ Criminal prosecutions and fines

Licenses and registrations can also be revoked, making it illegal for you to continue renting out property.

*Please speak with our lettings team, which are on hand to answer any further questions you may have about Rent Smart Wales.*



Llywodraeth Cymru  
Welsh Government

*“We can help...”*



# Landlord Letting Guide...

## Appliances

It is essential to check that all electrical and gas appliances are clean, serviced and in good working order. Service contracts, particularly for central heating are strongly recommended. If the property is left vacant the fridge freezer should be defrosted and left with their doors open. As a rule, television, video and hi-fi equipment or similar should be left only in the knowledge that the landlord is responsible for all mechanical breakdowns. When a television licence expires, the contract holder becomes responsible for the fee whether or not a TV is left.

## Services

In all situations, Gas, Electricity, Telephone & Council Tax is the responsibility of the contract holder (except installation charges). Water rates, though usually paid by the contract holder may be paid by the landlord with an adjustment to the rent. Gas, Electricity & Water (if applicable) readings are taken at the start of the Contract and the services are transferred accordingly. As far as the telephone is concerned, instructions to terminate a service must be given directly to BT or similar supplier. The Council Tax is the responsibility of the contract holder during occupation but the landlords responsibility when the property is vacant.

## Property Repairs and Routine Maintenance

We have a list of professional contractors who can deal effectively with all forms of property maintenance issues; whether your issue is general or specialised the maintenance team will be happy to help.

Let Right Properties Ltd does not employ a property maintenance team but will provide reliable & competitively priced contractor's contact details to the landlord without any extra charge other than the management fee.

All repair works are payable by the landlord either directly to the contractor, or if instructed deducted out of the rental (if monies held on account) Let Right Properties Ltd will liaise between landlord, contractor & contract holder regarding maintenance issues if requested, without any further charge.

*We provide  
reliable &  
competitively  
priced  
contractors*

## Inspections

During occupation, your property will be professionally inspected, including a detailed report. There will also be a thorough inspection at the end of each contract when the original Inventory will be checked. Our management function does not include supervision during any periods when your property is not let, although periodic visits may be made by our staff, particularly when showing prospective contract holders around.

Routine Visits are the ideal opportunity to check that the property is free from hazards and that it continues to be fit for human habitation. During the visit, we will check that the property is maintained and identify any maintenance issue which is a hazard or, if left, may become a hazard. This is in addition to any reported repair or maintenance issues the contract holder may already have raised previously. The routine visit is also an opportunity to check that the contract terms and conditions are being adhered to by the landlord/agent and contract holder.

## Keys

You should supply one set of front door keys per contract holder and one set for Let Right Properties Ltd. All keys in our possession are coded for security, constantly checked and kept under strict supervision. All other household keys should be marked clearly and left in the kitchen. Please check any new keys you may have had cut as badly cut keys can cause considerable problems.



# Landlord Letting Guide...

## Utility Bills

Let Right Properties Ltd will liaise with water, gas, electric & council tax departments and ensure final bills are sent to your current address when a contract has commenced. New accounts will then be opened in the contract holders names, the contract holder will continue to pay all utility charges during occupation. Landlords of leasehold properties must still be responsible for any ground rent and service charges for the duration of any contracts and of course during periods of vacancy. Please inform us if any service charges include water rates.

## Mail

We recommend that you make the necessary arrangements with the post office to have your mail forwarded to your current address.

## Insurance

It is the responsibility of a landlord to insure the buildings and the contents that are to be left in a rented property. It is also imperative that you inform the insurers of your intention to rent the property out as a failure to do so could invalidate your insurance cover. Contract holders should insure their own belongings.

## Income Tax

Rental income is taxable unearned income. However, certain allowable items of expenditure can be deducted from the gross figure such as: agent's fees, water rates, building and contents insurance, any repairs or maintenance done during the course of the contract, any service charges due to any maintenance contracts held. Personal allowances can be used if you are a non-UK taxpayer. Although we can advise in general terms, we would recommend that specific advice be sought from an accountant or taxation department.

## Finance Act - Non Resident landlord

Where the landlord of the 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 basic rate from the gross amount. The process of tax deduction by the agent can be avoided by applying for a tax exemption certificate. Forms can be obtained either through Let Right Properties Ltd or directly from the Inland Revenue.

## HMO Regulations and Landlord Licensing

On April 6th 2006 mandatory licensing came into force with the intention of raising the standard of accommodation in Houses in Multiple Occupation (HMO's). Landlords must register their HMO with the council if the property is occupied by 3 or more individuals who form two or more households.

A licensable HMO must meet certain standards and sizes for kitchen facilities, bathroom facilities and fire precautions and will also be subject to certain planning permission. Please note all other rental accommodation may still be classed as a HMO. Please refer to [publichealthprojectsupport@rhondda-cynon-taf.gov.uk](mailto:publichealthprojectsupport@rhondda-cynon-taf.gov.uk) for more information.

You will be advised at the time of rental valuation should your property be subject to the HMO regulations. Applications for a license can be made by contacting the local housing team in the public health and protection department or by telephoning 01443 425001 for more information. If you would like us to assist you in the application process then please contact an advisor. There will be an additional charge for this service. Please be advised, we are unable to register your property without receiving a copy of your license and associated documentation, where applicable.

## Fit For Human Habitation (FFHH)

Part 4 of the Renting Homes (Wales) Act 2016 (The Act) sets out the obligations placed on a landlord with regard to the condition of a dwelling. These obligations apply to all occupation contracts made for a term of less than seven years. A landlord under an occupation contract is obliged to ensure a dwelling is both in repair and fit for human habitation (FFHH).

Section 92 of the Act sets out the landlord's obligation to keep the dwelling in repair. This obligation extends to:

- ◆ the structure and exterior of the dwelling (including drains, gutters and external pipes), and
- ◆ the service installations in the dwelling, such as those:
  - for the supply of water, gas or electricity,
  - for sanitation, and
  - for space heating or for heating water.

*"Make sure your rented houses and flats are 'fit for human habitation'."*

A landlord must keep the dwelling in repair at all times, although there may be instances where a landlord may not have knowledge of the need for a repair. Once the landlord is aware of the need for repairs, they must be carried out in a reasonable time and to a reasonable standard. This includes the obligation to make good any damage resulting from the repairs. The landlord cannot place any obligation on the contract-holder regarding the repairs, for example contributing to the cost, where the repair is not the fault of the contract-holder. The guidance on this matter can be sought at <https://www.gov.wales/fitness-homes-human-habitation-guidance-landlords-html>

## The Furniture and Furnishings (Fire) (Safety) Regulations 1988 (amended 1989, 1993 and 2010)

All upholstery and upholstered furnishings, e.g. sofas, armchairs, mattresses, pillows, supplied as part of the contract must comply with current fire resistance standards. Items such as carpets, curtains and bedding are not included and any furniture manufactured prior to 1950 will be exempt providing that they have not been re-upholstered with an illegal filling. Such furnishings must carry the appropriate permanent labels to show that they comply. Any furnishings which do not comply with the regulations must be removed prior to the start of the contract. We require you to indemnify us from any action or consequence resulting from any breach of this regulation before we complete any contract.

## Inspection and testing of electrical installation

Although fires in the home are reducing overall, the proportion of domestic fires caused by electricity is steadily increasing.

Anything receiving constant use will deteriorate over time and an electrical installation is no different. The electrical installation within rented accommodation is likely to be subject to greater levels of deterioration because of the changes of occupancy. It should therefore be inspected and tested regularly to ensure it is safe for continued use. This test is known as 'periodic inspection and testing' (PIT).

PIT is carried out on wiring and fixed electrical equipment to check that they are safe, the test will:

- ◆ reveal if any of your electrical circuits or equipment is overloaded
- ◆ find any potential electric shock risks and fire hazards
- ◆ identify any defective electrical work
- ◆ highlight any lack of earthing or bonding

Periodic inspection and testing must be carried out only by a qualified person, such as a registered electrician. The electrician must be competent to carry out a PIT in accordance with the UK standard for the safety of electrical installations, BS 7671 – Requirements for Electrical Installations (IET Wiring Regulations)

This certificate is the responsibility of the landlord to produce to the agent. However the landlord may request the agent (for an additional fee) to instruct an electrical engineer to attend the property and ensure all appliances are safe to use. This instruction must be in writing and produced to the agent at least 24 hours before the certificate is due to be undertaken. It should be noted that houses of multiple occupation (HMO'S) the legislation can be different and higher level safety compliance is required. Please ask an advisor for further information

## Carbon monoxide alarms

Carbon monoxide is a gas, produced when carbon based fuel is burnt without enough oxygen. You cannot see, smell or taste it but it can injure and kill quickly.

Not only is it responsible for a considerable number of deaths and poisonings each year; many people are likely to be affected by carbon monoxide without realising it.

Combustion appliances such as boilers, gas and open fires, heaters and stoves fuelled by solid fuel, oil or gas all have the potential to cause CO poisoning if they are poorly installed, poorly maintained or incorrectly used. Particularly where there is inadequate (or lack of) proper ventilation, flues and chimneys.

The FFHH Regulations require a landlord to ensure that a carbon monoxide alarm is present in any room which has a gas, oil or solid fuel burning appliance installed. Carbon monoxide alarms are essential in providing perhaps the only warning an occupier will have of the presence of carbon monoxide. Carbon monoxide is a 'silent killer' and almost every fatality results from the lack of early warning to its presence.

# Landlord Letting Guide...

## Gas Safety (Installation and Use) Regulations 1998

The Gas Safety (Installation and Use) Regulations 1998 (GSIUR) outline your duties as a landlord to make sure all gas appliances, fittings, chimneys and flues are safe and working efficiently. If you're letting a property with gas appliances installed, you've got three main legal responsibilities:

### 1. GAS SAFETY CHECKS

To ensure your contract holders' safety, all gas appliances and flues need to undergo an annual gas safety check – which should always be carried out by a suitably qualified Gas Safe registered engineer. Once this has been done, you'll be given a Landlord Gas Safety Record (LGSR) with details of all the checks that were carried out.

You can arrange for a gas safety check to be carried out any time from 10-12 months after the last completed check, without affecting the original expected expiry date. If it's less than 10 months or more than 12 months after the last check, you'll end up with a new deadline date 12 months from the most recent check.

Appliances owned by your contract holder aren't your direct responsibility - although it's still up to you to ensure the safety of any connecting flues, unless they're solely connected to the contract holders' appliance.

### 2. GAS SAFETY RECORD

Following the annual gas safety check and receipt of your Landlord Gas Safety Record, you'll need to provide a record of this check to your contract holder. By law, a copy of your Landlord Gas Safety Record should be given to your current contract holder within 28 days of the gas safety check - and for new contract holders, you'll need to provide this at the start of their contract.

For rental periods of less than 28 days, just make sure you've clearly displayed a copy of your gas safety record within the property. You'll need to keep copies of this gas safety check record until a further two checks have been carried out.

### 3. MAINTENANCE

You'll need to make sure that all gas pipework, appliances, chimneys and flues are kept in safe condition. Check the gas appliances' manufacturer guidelines to find out how often a service is recommended. If you haven't got access to these, we'd recommend an annual service - unless your Gas Safe registered engineer suggests otherwise.

**Gas pipework check recommendation** Installation pipework isn't covered by the annual gas safety check, but both Gas Safe Register and the HSE recommend that when you request a safety check, you ask your Gas Safe registered engineer to:

- ◆ Test for tightness on the whole gas system, including installation pipework
- ◆ Visually examine the pipework (so far as is reasonably practicable)

There are no formal requirements for you to keep maintenance records, but you'll need to be able to show that you have regularly maintained the pipework, appliances and flues and completed required repairs.

This certificate is the responsibility of the landlord to produce to the agent. However the landlord may request the agent (for an additional fee) to instruct a Gas Safe registered engineer to attend the property and ensure all appliances are safe to use. This instruction must be in writing and produced to the agent at least 24 hours before the certificate is due to be.



*"Awareness of gas safety and the importance of taking care of your gas appliances..."*

## Smoke alarms

The presence of smoke alarms is intended to reduce the risk of fire and associated smoke and any consequent injury or loss of life. Without a smoke alarm fitted an occupier is at least four times more likely to die. The FFHH Regulations require a smoke alarm, in proper working order, to be present on every storey of a dwelling. Landlords must ensure each of these smoke alarms is in proper working order, connected to the electrical supply and inter-linked with all other smoke alarms connected to the electrical supply. To ensure that this requirement is met, the opportunity to test smoke alarms should be sought e.g. whilst carrying out a necessary repair or electrical testing in the dwelling.

Depending on the size of the dwelling landlords may consider it appropriate to ensure the presence of more than one smoke alarm on each storey. Landlords may also consider it appropriate to fit an additional heat alarm in the kitchen area. Smoke alarms should be sited where

they can be heard by the occupier when asleep, usually a hall and landing area. Once the minimum requirements of the regulations have been met a landlord may install additional smoke alarms which are battery powered. The FFHH regulations do not require these additional battery powered alarms to be inter-linked.

A contractor specialising in the fitting of smoke alarms should be able to advise you on this standard. The installation and maintenance is the responsibility of the landlord. However the landlord may request the agent (for an additional fee) to instruct an electrical engineer to attend the property and install the appropriate alarms.

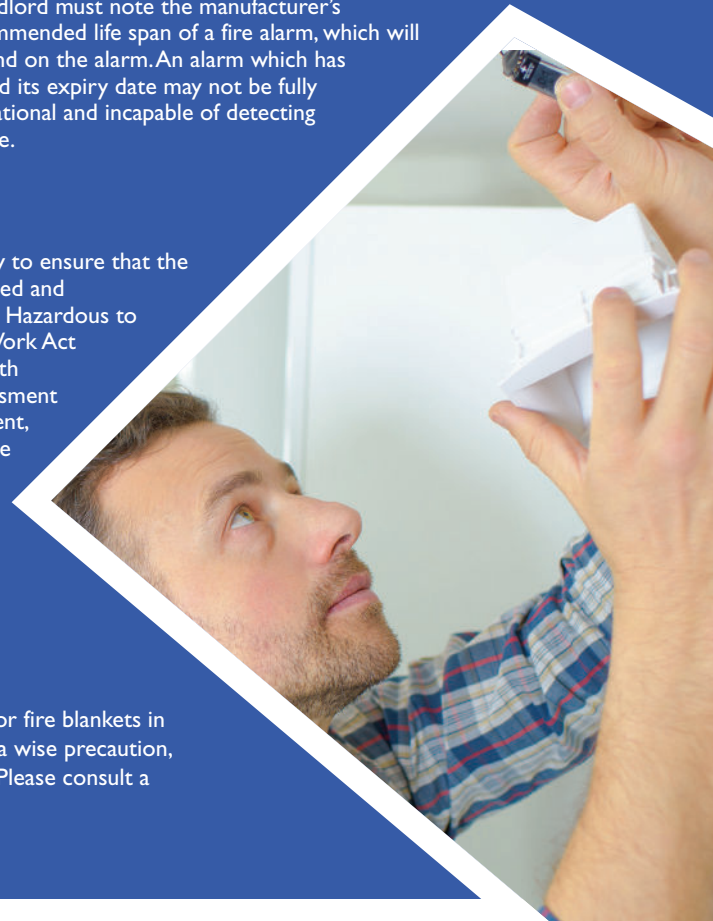
A landlord must note the manufacturer's recommended life span of a fire alarm, which will depend on the alarm. An alarm which has passed its expiry date may not be fully operational and incapable of detecting smoke.

## Legionella Risk Assessments

Landlords who provide residential accommodation have a legal duty to ensure that the risk of exposure of contract holders to legionella is properly assessed and controlled. This requirement stems from the Control of Substances Hazardous to Health Regulations 1989; Section 3(2) of the Health and Safety at Work Act 1974 makes provision for the legislation to apply to landlords of both business and domestic premises. All water systems require an assessment of the risk which they can carry out themselves if they are competent, or employ somebody who is. However the landlord may request the agent (for an additional fee) to instruct a risk assessor to attend the property and undertake this duty. Please note this risk assessment is not included as standard within a contract holder find or management service provided by Let Right Properties Ltd

## Fire Extinguishers & Fire Blankets

There is no compulsory requirement to provide fire extinguishers or fire blankets in single household contract holder properties, but again, this may be a wise precaution, at least in the kitchen area. These requirements do differ for HMO's. Please consult a member of the lettings team for further info



*"Landlords must assess the potential risk of Legionella bacteria in their rental property..."*

# What customers say...



"I would highly recommend Let Right to anyone in need of reliable, professional services. They truly exceeded my expectations and I couldn't be happier with my experience."

*Shalini – Google Review*



"We have worked with two letting agents in Treforest but have managed our student rental properties. Without discrediting the other we have chosen to stick with Let Right. They have managed a student rental properties for over 5 years now. They have never let us down, they always do what they say they're going to do I guess it's just a case of having been around a long time and they know exactly what they're doing. I strongly recommend them as they walk the talk!"

*Deborah – Google Review*

## ★ Trustpilot

"Let Right Properties have managed my property for a number of years. They offer a professional service for myself and my tenants, keep me quickly informed of any news regarding my property and deal with it efficiently. They arrange maintenance work and recommend work that needs to be done..."

*Lisa – Trust Pilot*

## ★ Trustpilot

I was immensely impressed with the very prompt and efficient service provided by Let Right Properties who have gone above and beyond the call of duty when dealing with all of my enquiries.

The very friendly staff managed to allay all of my fears and concerns about my newly purchased house and furnished me with details of local companies and businesses. Advice was very forthcoming and freely given and the offer of a cup of tea was just the icing on the cake. I shall be directing all of my friends and colleagues towards this very efficient business.

*Mrs Stone – Trust Pilot*

"Amazing throughout the whole  
process of renting my property..."

"You may be pleasantly surprised what we have to say."

# Landlord Checklist

- ◆ Mortgage lenders permission in writing, if applicable, to be obtained. A copy of the permission letter must be given to us before we can proceed to let the property.
- ◆ Head leaser's permission in writing, if applicable (for Leasehold properties) to be obtained and a copy given to us.
- ◆ Your property and its contents to be adequately insured.
- ◆ Your property contents insurers to be made aware of your intention to let and that we have been informed of any stipulation imposed by them.
- ◆ An Energy Performance Assessment to be carried out. Please forward a copy of the report and certification to our office. If you would like us to arrange this on your behalf then please inform us at the time of registering your property.
- ◆ Gas fires, boiler etc to be tested and serviced. Please inform us of the name of the Gas Safe contractor who carried out the works and forward to us a copy of the appropriate Gas Safety Record at least five days before letting. Failure to do so will result in Let Right Properties Ltd performing a gas safety check on your behalf, at an Additional cost.
- ◆ Safety checks to be completed on all electrical appliances to ensure the property is 'safe' and a 'PIT' is produced. Failure to produce Let Right Properties Ltd a satisfactory 'PIT' report will result in us undertaking the safety check, at an Additional cost.
- ◆ Arrange a Legionella Risk Assessment
- ◆ Any smoke detectors within the property to be fully tested, mains powered and interlinked
- ◆ Install Carbon Monoxide detector near any gas, oil or solid fuel burning appliance
- ◆ Your mail to be redirected.
- ◆ Full set of master keys to be forwarded to us, to include all rear exits, garages, outhouses, mail box, door entry fobs and car parking fobs.
- ◆ The refrigerator and/or freezer to be turned off and the doors left open.
- ◆ Ensure garden is in seasonal order and sufficient gardening equipment to be left as necessary.
- ◆ Operating instructions for all appliances to be left in the property.
- ◆ If you are going overseas, ensure you have made all the necessary arrangements with an accountant to handle all your tax commutations.
- ◆ Ensure the house is left clean and tidy.
- ◆ Complete and sign our Management Agreement, Confirmation of Instructions and provide two original forms of identification together with proof of ownership.
- ◆ Overseas landlords to have applied for tax exemption form.



*"I couldn't recommend the Let Right team enough during and after the whole letting process.."*



# LET RIGHT

RESIDENTIAL LETTING AGENTS

rightmove 

Zoopla

 PrimeLocation.com



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