

Gas Safety Regulations – What Landlords Need To Know

THE REQUIREMENTS

- The Landlord should ensure that instructions are available at the premises for all gas fittings and appliances.
- All appliances and flues must be safety checked within twelve months of installation and at intervals of not less than twelve months.
- The Landlord must ensure that any gas fittings and flues at tenanted premises must be maintained in a safe condition.
- All works/repairs carried out to gas fittings or any safety checks must be carried out by a qualified CORGI registered installer.
- All records must be retained for a period of two years from the date of each check.
- Tenants must be given a copy of a current safety check record at the commencement of tenancy.
- If the check is renewed during the period of the tenancy each Tenant must be given a copy of the safety check record within twenty-eight days of the check being carried out.
- All rooms occupied for sleeping accommodation must not contain a gas fitting unless it is a room sealed appliance.

VENTILATION

All gas appliances require adequate ventilation in order to ensure correct working and safety. The Landlord must ensure that adequate ventilation is provided and that ventilation ducts are not blocked.

WHO MUST COMPLY?

Any Landlord letting property on a lease of less than seven years must comply with the regulations. This will include assured shorthold and regulated tenancies for periodic and fixed periods. The regulations apply to gas appliances owned by the Landlord and gas appliances or installation pipework which directly or indirectly serve the property.

FAILURE TO COMPLY

At the time of print the maximum penalty for non-compliance with the regulations is £5,000.00 and/or six months imprisonment. The Landlord should also be aware that if there is a fatality he may face prosecution for manslaughter.

Electrical Safety Regulations – What Landlords Need To Know

THE REQUIREMENTS

- All appliances supplied after 1st January 1997 must be marked with the appropriate CE symbol.
- Plugs must have a safety sheath and be fitted with the correct fuse and fitted and fixed to the appliance.
- Instruction booklets/manuals should be provided for all appliances. It is acceptable for the instruction to be shown on the appliance.
- The Landlord must ensure that all electrical appliances are safe. This applies to all items of both alternate and direct current. The regulations apply to immersion heaters, cookers, television sets, irons and other such appliances.

FAILURE TO COMPLY

At the time of print the maximum penalty for non-compliance with the regulations is £5,000.00 and/or three months imprisonment if there is a risk to the life of an animal

but if the risk is to the life of a human being the penalty can be up to twelve months imprisonment.

WHAT TO TEST

Typically all portable and fixed electrical appliances at the property. The regulations apply to any electrical equipment between 50 and 1000 volts A.C and 75 and 1500 volts D.C. i.e.

- Kettle
- Iron
- Electric Cooker
- Television
- Immersion Heater/Wall mounted electric heater

The Landlord also has a statutory duty to maintain the mains wiring. It is recommended that the mains wiring is checked prior to the initial tenancy and thereafter every five years.

All records must be kept including any remedial work.

The plugs should be tested prior to the commencement of a tenancy to ensure that the correct fuses are in place. Appliance leads should be checked regularly and if defective, replaced.

The Landlord should have a safety check carried out by a suitably qualified tradesperson prior to the commencement of the initial tenancy and thereafter annually.

Fixed appliances must be checked for safety prior to the initial tenancy and thereafter at five/ten year intervals.

Furnishings, Furniture & Fire Safety Regulations

Any furniture manufactured prior to 1st January 1950 need not comply with the regulations. Antique furniture is exempt.

FIRE RESISTANT

Fire resistant means that the furniture must pass the ignitability test/cigarette test and match test. All suitable furniture must have: -

- Filling materials which pass an ignitability test
- Permanent labels showing that the item complies with the regulations
- Covers which cannot be set alight by applying a lighted match to them and which do not ignite if a smoldering cigarette is applied.

As it is the toxic fumes from the fillings, which can be the cause of death, the filling as well as the covers must comply with the regulations.

The regulations do not apply to carpets, curtains, bed covers, and loose mattress covers.

DOES THE FURNITURE COMPLY?

The correct method of showing compliance is a permanent label on all items of furniture, both new and second hand. An item should meet the required standard if it complies with BS7177.

FURNITURE WHICH MUST COMPLY

- Sofas, armchairs, three piece suites
- Loose covers, stretch and fitted covers
- Scatter cushions and seat pads
- Garden furniture suitable for use in a dwelling
- Beds, headboards, mattresses, divans and bed bases, sofa beds, futons.
- Pillows

IT IS AN OFFENCE TO GIVE / SELL THE FURNITURE TO THE TENANT, OBTAIN AN INDEMNITY FROM THE TENANT OR STORE THE FURNITURE WHERE THE TENANT COULD PLACE IT BACK IN THE PROPERTY OR LEAVE THE OFFENDING ITEMS OFF THE INVENTORY.

Terms and Conditions of Business.

Our team of consultants at McCarthy Holden offer a professional Letting and Management Service, and are available to give you all the advice you need if you are considering letting your property.

Within McCarthy Holden you will find a team of Property Professionals with considerable knowledge and experience who will treat you with honesty, respect and courtesy. You can feel reassured in the knowledge that this Estate Agent recognises that professional ethics and traditional values have a very real place in business. McCarthy Holden concentrates on the priority of achieving a successful letting for you, and to maximise the rental potential in your home we show your house in full colour. So if you reside overseas, or are relocating to another part of the UK we can fully manage your property affairs and ensure with our expert knowledge and backup that your property will be well looked after. Alternatively, if you prefer to manage your own affairs we will be pleased to try to find you suitable tenants through our various contacts locally, nationally and abroad.

To make an appointment with a Lettings Consultant please telephone the lettings centre on 01252 622550.

1. Services

1. Taking up references including credit rating. Despite extensive referencing and search procedures it is not possible to give a warranty as to the suitability of a prospective tenant.
2. For Rent Collection and Full Management the preparation and submission of monthly rental statements.
3. Collection and holding of the dilapidation deposit, see 6.
4. Notification to the local authority for council tax purposes.
5. Notification to service companies (electricity, gas and water authority) at the commencement and termination of the letting.

2. Fees

Tenant Find

The Tenant Find fee is calculated on the gross annual rental for the full term of the tenancy. This fee is deducted from the first two months gross rental income with the remainder being paid directly into the landlord's bank account.

After a period of twelve months, should the existing tenant renew the tenancy then the commission fee reduced to half plus VAT for the remainder of the letting.

Tenant Find and Rent Collection

The Tenant Find and Rent Collect fee is of the gross rental which is deducted on a monthly basis for the term of the tenancy from the gross amount of monthly rent. If the existing tenant wishes to renew the tenancy after the initial period

the tenant find and rent collection fee will remain the same plus VAT for the remainder of the term of any further tenancy agreements between the landlord and the tenant.

Full Management/International Plus

The Full Management is deducted on a monthly basis for the term of the tenancy from the gross amount of monthly rent. If the existing tenant wishes to renew the tenancy after the initial period the full management fee will remain the same plus VAT for the remainder of the term of any further tenancy agreements between the landlord and the tenant.

1. Fees are payable during the whole period of the tenancy.
2. With regard to extended tenancies, whether negotiated by us, or not, commission is payable at the same rate plus VAT.
3. Upon finding an acceptable tenant who completes the Tenancy, our fees will be charged as follows:
4. Initial Tenancy Charges for setting up each individual tenancy
 - For preparation of the Tenancy £85.00 plus VAT plus stamp duty at the prevailing rate.
 - For Inventory/Schedule of Condition Minimum £90.00 plus VAT (this fee will increase depending on the size of the property)
 - For checking out tenant Minimum £90.00 plus VAT (this fee will increase depending on the size of the property)
5. All charges will be deducted from the first months rent unless otherwise agreed.
6. At tenancy renewal should there be any amendments to the tenancy a new Agreement will be raised with a minimum charge of £25.00 plus VAT plus stamp duty at the prevailing rate

3. Mortgages

Where the property is to be let subject to a mortgage, permission is required from the mortgagees to let the property. It is important to obtain this permission to let, in writing, at an early date and not wait until a tenant is found. A copy of the mortgagee's permission to let the property must be forwarded to McCarthy Holden Estate Agency prior to the commencement of the tenancy.

For Leasehold properties it may be necessary to obtain permission of the Head Leaseholder for the letting of the property.

4. Rent and rent remittances

1. The rent quoted to a tenant by us on your behalf must unless otherwise agreed be inclusive of all outgoings for which you are responsible (service charges, ground rent etc.).
2. Current banking arrangements make it necessary for us to allow ten to fourteen days for rent cheques to be cleared and five days for standing orders before transferring monies to landlord's accounts.
3. With regard to the rent collect service we can arrange to collect the rent on your behalf.

5. Insurance

Landlords must ensure the property and any contents are adequately insured and that your insurer is aware of your intention to let. It is the Landlord's responsibility to continue to pay the buildings insurance and contents insurance for any contents the landlord has left in the property, but we advise the tenant to insure their own belongings. We can provide details of contents, buildings and legal protection policies on the market at this time.

6. Deposit

All deposits are held by ourselves as agents of the landlord throughout the tenancy. When any damages have been agreed and final invoices have been received the balance of the deposit will be returned to the tenant.

7. Repairs

1. We will deal with day to day management of the property and instruct minor repairs up to an agreed maximum (normally £200.00). In an emergency it may be necessary for us to instruct a repair over an above the agreed maximum.
2. As it is our aim to clear the rent into your account as quickly as possible this means that for most of the month we have no funds available to pay for any repairs. We would, therefore, hold a sum of £200.00 in constant reserve for repairs and maintenance.

8. Inspections

We carry out inspections of the property on a quarterly basis and a written report is sent to you stating the condition of the property and listing any problems and remedial action. This inspection will only extend to apparent and obvious defects only. We do not accept responsibility for hidden defects.

9. Void periods

1. The property is not supervised when it is not let, although, in the normal course of letting visits may be made to conduct viewings. If you wish us to visit the property during a void period a charge of £25.00 plus VAT will be made.
2. If the property is to be left empty during the winter months we advise the Landlord to either have the water system drained down, or to keep the central heating system on a low constant temperature to stop the pipes from freezing and the property from flooding. Some Insurers will need to be notified if you are leaving the property empty for a period of more than 28 days, please check with your insurers.
3. At the termination of a tenancy unless a replacement tenant has been found, all utility bills, council tax and outstanding tradesman bills will revert to the Landlord.
4. If the property is untenanted between tenancies the landlord is responsible for paying any council tax due and standing charges for utilities on the unoccupied property even if he/she is living abroad.

10. Taxation

1. Tax for Overseas Landlords
When a landlord has a normal place of abode outside the UK the Commissioners for the Inland Revenue will hold us, as agents, responsible for payment of any tax liability arising on rent collected by us on your behalf unless you have an approval number. In order that we do not have to deduct income tax at the prevailing rate of the gross rent less allowable expenses it is important that you hold the necessary certificate showing the approval number. It is advisable for you to employ an accountant to complete tax forms and obtain an approval number for both yourself and spouse and agree your assessment with the Inspector of Taxes each year.
2. Tax for UK Landlords
UK resident landlords should declare residential lettings income annually to the Inland Revenue. It is assessable for income tax. Records relating to the ownership of the rental property including income and expenditure must be retained. Our rent collect and full management services both provide monthly statements and copies of bills paid.

11. Furniture and Furnishings (Fire) Safety Regulations

For full details of the regulations please see above

The Landlord must ensure that all furniture in the rental property must comply with the regulations. If items do not comply with the regulations the Landlord must either change, replace or remove the items before the tenancy commences.

Should we subsequently find non-compliant furniture on the premises we reserve the right to dispose of these effects at the Landlord's expense.

12. Gas and Electric Regulations

For full details of the regulations please see above

To comply with the respective regulations all low voltage electric appliances and gas appliances must be checked by professional tradesmen annually.

13. Decor

It is generally recommended that internal redecoration should be carried out professionally every three years and externally every five years.

14. Keys

Tenant find/Rent Collect - The Landlord is to provide two full sets of keys
Full management – three full sets of keys

15. Storage of Items

We recommend that you do not store items in the property. Any items left will not be added to the Inventory and neither the tenants or McCarthy Holden will be held responsible for any damaged or missing items.

16. Post Re-Direction

Landlords should arrange to have their post re-directed through the Post Office. Should we have to forward post on to you we reserve the right to deduct an administration fee of £0.50 per letter.

17. Copy Documents

Copy documents may be provided at a charge of £0.25 per photocopy.

18. VAT

Unless otherwise stated our fees/charges are subject to VAT at the prevailing rate.

19. Courts and Tribunals

Any appearance before any Court or Tribunal will be by arrangement with us and will be subject to an agreed charge.

20. Indemnity

The Landlord agrees to indemnify McCarthy Holden for any reasonable sums expended on your behalf and not covered elsewhere in this agreement. You will further indemnify us in respect of any loss incurred by us as a result of any act, omission, or representation made by you or by someone on your behalf or in the event that you have provided false or erroneous information.

21. Sale

McCarthy Holden will be entitled to our normal commission fee currently operating in our sales office, if a sale of the property should be agreed between the landlord and tenants, or any other associated person, during or after the term of the rental agreement. This fee would be payable on completion of contracts as per our terms and conditions.

22. Variations

Any variations to this Agreement will only be valid if agreed in writing by us