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## **FINDING A TENANT AND RENT COLLECTION**

**This service includes the following:**

- An initial visit to your property by an experienced lettings professional resulting in an accurate assessment and market appraisal of your property.
- Advice on regulation and legal aspects of lettings.
- Select applicants who fit your tenant criteria.
- Accompanied viewings by a member of our experienced lettings team.
- Security Lettings Ltd will inform you of appropriate offers and will negotiate with prospective tenants in accordance with your instructions.

- Apply to DPS for deposit protection.
- Preparation of tenancy agreement.
- To ease your cash-flow, we will accept your fees paid on, a monthly basis from the rent as it arrives into our account. Please note: Fees remain due for the entire period that a tenant, introduced by Security Lettings Ltd, remains in your property, either on a fixed term, periodic or other tenancy type.
- You will be informed of any rent arrears or breaches of contract brought to our attention.
- If legal action is required Security Lettings Ltd; can assist you. Our fees in relation to this service are set out, separately under legal fees and services.
- Collection of rent by standing order\* with rent transferred into your bank account electronically with a statement of account of rent.
- Incoming monthly rent monitored on a weekly basis and rent arrears procedure implemented as a consequence of non payment.
- In the event of court action being required for tenancy breaches under rent arrears, a complete log of payment history and credit control processes will be passed to your solicitor, should you choose, not to instruct Security Lettings Ltd.
- \*A tenant has the right to refuse to set up a standing order payment and to choose another payment method, however, we will use our best endeavours to encourage the use of standing order payment.

## Consents and Checks

As a helpful reminder you should ensure that all items below are adhered to in full:

- Mortgage Consent
- Superior Landlord Consent
- Buildings Insurance that adequately covers your rental property
- Contents Insurance including public liability insurance.
- Energy Performance Certification\*
- Safety Certification for: Gas appliances\*
- Electrics checked – fixed wiring (EICR)\*
- Electrics checked – portable appliances if applicable (PAT)

- Working smoke detectors on every floor
- Legionnaires risk assessment
- Furniture and furnishings safety compliance check
- Asbestos check
- CO2 (carbon monoxide) detectors fitted and working within 1.5m of any solid fuel appliance
- Rent Remittances . The tenant is requested to pay the rent direct into the bank by standing order mandate. If the tenant does not wish to pay in this manner and adopts a different payment method, it is not possible to enforce the standing order payment method and court action can only be taken if the rent is in arrears as per the grounds listed in the tenancy agreement.
- Any monies dispatched will be without prejudice to final clearance. Please Note: *By accepting rent by standing order, should the tenant breach the terms of their agreement, the continued payment of rent may be deemed by a court as a waiver by you of the tenant's breach. Therefore, In, the event that we do not manage your property you must notify the tenant immediately following any breach that monies received by standing order are to be regarded as "mesne profits", basically money taken for the continued use and occupation of the premises and NOT RENT.*
- \* We can assist you with these services, if required. Please enquire.

## Type of Tenancy Agreement

- Unless we are instructed otherwise, we will use our standard form of tenancy agreement.
- Landlords instructing their own solicitors to prepare an agreement will be responsible for their solicitor fees, however, an additional administration charge of £60, will remain due to Security Lettings Ltd at the outset of the Tenancy, because, as your agent, we have a duty of care to fully understand and advise on the contract you wish to use

## HOLDING THE DEPOSIT

- Deposits held for all new tenancies must be lodged in a statutory scheme and Security Lettings Ltd will organise this on your behalf.
- The landlord must give the tenant and any relevant person 'prescribed information' about the deposit and comply with the initial requirements of an authorised scheme within the Statutory Time Limit which we shall do for

you.

- We are a member of the DPS, which is a government-authorised tenancy deposit protection scheme: <https://www.depositprotection.com/>
- If you do not want us to protect the deposit on your behalf, it will be your responsibility to protect it as required by law.
- **A valid notice seeking possession under s21 of the Housing Act 1988 cannot be served on a tenant whose deposit is not protected.**
- The DPS will hold the security deposit for the period of the Tenancy.
- The correct prescribed information will be given to the tenant in accordance with Housing Act legislation within the tenancy agreement produced by Security Lettings Ltd.
- The tenant will sign to confirm acceptance of the correct information and this will be held on file for the duration of the tenancy.
- At the end of the tenancy, the check-out report will be signed, and a copy will be forwarded to all parties for the deposit deductions to be negotiated.
- If the property is under our management service, the deposit negotiations will be carried out on your behalf, including obtaining quotations for any works necessary to cover damage or dilapidations to the property and the dispute paperwork be organised on your behalf.
- If the correct information is NOT given to your tenant and if the deposit is not registered with a scheme within 30 days of receipt of the deposit, or the outset of the tenancy (whichever is sooner) then you will not be able to serve a Section 21 Notice on your tenant, in, order to re-gain possession of your property.
- In addition, a tenant can take court action against you for breach of contract and a judge has the liberty of awarding them up to 3 times the amount of the deposit for the property.
- Do not leave this to chance, let Security Lettings Ltd take care of these legalities in full!
- If you have chosen your own scheme you must provide us with the relevant paperwork to confirm your registration, to insert clauses required in the Tenancy Agreement for your chosen scheme.
- Notify the tenant of the scheme you have chosen to use and provide the relevant Prescribed Information for the scheme within 30 days of the commencement of the tenancy
- Forward the deposit to the Deposit Protection Service or insure the deposit

with My Deposits (whichever is applicable) within 30 days of the initial payment by the tenants of the deposit. If you fail to do any of the above points within the 30 day period you will be unable to serve a Section 21 Notice upon your tenant in order to regain possession of your property.

- In addition, you may incur a hefty fine up to the value of 3 times the security deposit amount, if prosecuted via the courts.

## Property Visits

- **If Security Lettings are required to visit the premises to check the condition and prepare a report, then an additional £125 will be charged.**
- If the tenant does not grant access we shall inform you, and we will provide, legal advice.
- These visits are of a limited nature in, order to verify the general good order of the premises and the proper conduct of the tenancy by the tenant. A visit will not constitute a complete check of every part of, or every item, in the premises, but will enable us to note any lack of repair or maintenance, which should be brought to your attention.

A visit will only note repairs of which we are informed, or which are clearly visible

## Inventory Services

- Security Lettings Ltd (the staff) will not move or lift heavy items.
- Neither will the staff test any gas or electrical appliances.

## GENERAL INFORMATION - Landlord and Tenant Act 1985 sections 1 and 2

- If the tenant makes a written request for your actual address, where-so-ever in the world you may be, it is a criminal offence to withhold the information and it must be provided within 21 days of receipt of the request, otherwise you may be liable upon conviction to a maximum fine of £2,500.
- If you, as the landlord, are a limited company or body

## Housing Benefit Payments (if applicable)

- Where the tenant is in receipt of Housing Benefit payments, you indemnify Security Lettings Ltd against any requirement to refund Housing Benefit to the council.

## Water Rates and Water Meter Charges

- You will remain liable for any outstanding water charges if the tenant vacates the property and DOES NOT provide a UK forwarding address or does not settle the account in full at the end of the tenancy.
- If Security Lettings Ltd are not acting as your management agent, you are advised to request proof of payment in the form of a receipted final bill, or, retain money from the deposit for, the purpose of settling any final accounts.

Security Lettings Ltd are not accountable or responsible for checking water meters

## Courts and Tribunals Applications for fair rent or appearances before the Rent Officer, Rent Assessment Committee or any other court or tribunal

- This is by special arrangement only and will be subject to an additional charge of £100 per hour or part thereof, per person in attendance, plus expenses.
- The administration cost for Security Lettings Ltd to organise paperwork for solicitors or arbitration will be agreed with you.
- You will be informed of any rent arrears or breaches of covenant brought to our attention.

## Renewals to the same tenant

- We recognise that the point of renewal offers us a fantastic opportunity to review all aspects of the tenancy.
- Not only is it the perfect time to increase the rent (subject to market conditions) but also to discuss any necessary enhancement or refurbishment of the property in, order to maintain it and to maximise the rental yield.
- Your renewal will be diarised and monitored so that you are

contacted in accordance with the terms of the tenancy agreement to discuss your requirements.

- Fees are due to Security Lettings Ltd for any extending period (including fixed term tenancies, periodic or rolling tenancies or any other type of tenancy) whilst the tenant, introduced to you by Security Lettings Ltd, remains in the premises.

## Rent Smart Wales – How to rent booklet

- If the tenant requests it, or does not have access to IT facilities, should be supplied in paper copy.
- Agents and Landlords should supply the document itself as it is unlikely a link to where the document can be found on the internet will be sufficient. This should be given at the start of a new tenancy and fixed term renewals.

## Housing Health and Safety Rating System.

- Any failure to deal with complaints and repairs could become a serious and very expensive issue because a poorly maintained property means landlords may not be able to regain possession of their rental property for six months (i.e. from the date on which a local authority serves an improvement notice).

## HOW TO RAISE A COMPLAINT

- You can speak in confidence, to a member of the Security Lettings Ltd.
- Call into our office or telephone our office and we will discuss the best way to try and resolve your concerns.
- If you write to us it would be helpful to include a contact telephone number, so we can call you to talk about your concerns. This will help to save time and we may be able to sort things out straight away.
- You may find it helpful to think about exactly what you want our agency to do that will resolve the matter for you.
- If a relative or friend is making a complaint on your behalf we will need your written consent before we can discuss information about you with them.

## What will you do to resolve my complaint?

- Once we have received your concern or complaint we will discuss with you the best way to deal with the matter. This could be:

- Over the telephone
  - At a meeting with the Director
  - By an in-depth investigation with a written response
  - By an independent external body
  - A combination of the above.
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- If you are still, dissatisfied you can then ask The Property Redress Scheme to review the way our agency has dealt with your concern or complaint.
  - The PRS is independent of Security Lettings Ltd and there is no charge for this service.
  - The PRS may investigate complaints on your behalf but only after they have been investigated by our agency.
  - We are open: Mon-Fri 9.00 to 4pm. Saturday by appt only. Out of hours viewings may be available subject to advanced notice.
  - Outside these hours, the administration service switches to a voicemail message service where messages are dealt with the following working day.

**Agreement to Terms and Conditions of Security Lettings Ltd.**

**Re:**

I ..... confirm that I have read and understood the terms and conditions set out above and have contracted with Security Lettings Ltd to pay for:

Signed .....

Dated.....