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# JACKSONS

Property Lettings & Management

## PROPERTY SERVICES LANDLORD GUIDE

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## Introduction

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Welcome to Jacksons Property Lettings & Management.

Throughout our many years of experience in the lettings' field, we have found there a number of questions we are asked by prospective landlords. This guide has been prepared in simple question and answer form to reply to many of your questions. Our lettings team will be pleased to discuss all these points and any other questions you may have, please do not hesitate to contact our office.

The Jacksons Team: -

Beverley Jackson	–	Owner
Michaela Hodgkinson	–	Office Manager
Jenna Medley	–	Property Manager

### **Is there a good demand for rented property?**

This varies from time to time and from area to area, but our experience is, there is always a steady demand for good quality residential property let at sensible rents.

### **What geographical area is covered by our service?**

We cover Adlington, Chorley, Wigan, Horwich, Bolton, Blackburn and surrounding areas.

### **Can I have a choice of services or only the complete lettings & management package?**

We provide four different packages at Jacksons which can be tailor made to suit your requirements. Generally, in order to maintain our professional standards, we prefer to offer the fully managed package. We believe all our services are essential for the good management of your property while it is let. However, you may wish us to find a tenant for you without us being involved in the subsequent management of the property. We will be pleased to advise you about providing a Let only service.

## **Should I inform my mortgage lender?**

Yes, you must, as a landlord/landlady, obtain permission from your lender before you let your property.

## **What is the income tax position on rents?**

It will depend very much on whether you are resident in the UK for income tax purposes or a non-resident living abroad. If you are living abroad, we are required by law to pay any income tax on the letting income you receive. It is our policy to deduct basic rate income tax from the rent we receive on your behalf and hold it for you until your tax assessment is finalised by the Inland Revenue. If you are resident in this country, we strongly recommend that you discuss your tax position with your own tax adviser.

## **What types of tenancy are available?**

In all cases this will be an 'Assured Shorthold Tenancy'.

## **How long does the tenancy have to be?**

'Assured Shorthold Tenancies' have to be for a minimum of six months. However, this will be discussed with yourself and prospective tenants as to whether you agree on a 6 or 12 months tenancy.

## **Do you prepare the Tenancy Agreement?**

Yes, we do all the required paperwork for a tenancy.

## **Who signs the Tenancy Agreement?**

Both the landlord and the tenant sign the agreement. For managed properties we will sign the tenancy agreement on your behalf as your agent. If there is a guarantor in place they will also sign the tenancy agreement.

## **How do I regain possession?**

Normally you will regain possession of the property at the end of the term of the tenancy. Should you then wish to re-let the property we will be happy to do so with your consent. If we manage the property on your behalf we will ensure that the correct notices are served on the tenant at the right time so you are able to regain possession.

### **How do you go about selecting a tenant?**

The selection of the tenant is one of the most important parts of letting a property. We will make all reasonable enquiries including credit and reference checks on prospective tenants, so that you have a reliable tenant. We will also ensure that we carry out relevant Immigration searches in line with the new law changes in February 2016. Any prospective tenants will be discussed with you to confirm you are happy to go ahead.

### **How long does it take to find a tenant?**

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This will depend very much on market conditions but in our experience it is usually upto 4 weeks. The applicants may then have to give notice at their current property for 1 month.

### **Is it necessary to advertise my property?**

Yes, we will advertise your property in our office window in Adlington, on our website [www.jacksonshomes.co.uk](http://www.jacksonshomes.co.uk), social media and also on Rightmove as well as numerous property portals linked to our software. We will also order a 'To Let' board for outside the property, at your request. We will also contact any prospective tenants on our database with suitable requirements.

### **Do you take a deposit from the tenant?**

Yes, under new legislation coming into force on 1<sup>st</sup> June 2019 we can take no more than 5 weeks rent as a deposit. If we manage the property on your behalf, we will also register the bond with the Deposit Protection Scheme, as required by Law. We only return the deposit to the tenant when he/she has given vacant possession of the property and has left it in a satisfactory condition, allowing for fair wear and tear, and has complied with his/her responsibilities under the tenancy agreement. Should the landlord wish to lodge the deposit in his/her chosen scheme, they should do so within 30 days of the tenancy commencement date.

### **How is the rent paid to me?**

If we manage the property on your behalf, we will collect and pay the rent on a monthly basis via bank transfer. This will be paid to you within 7 working days of Jacksons receiving it from the tenant. If you have chosen a Tenant Find Only package, the agreed fee will be deducted from the rent payment and the remainder will be paid to you via bank transfer within 14 days of the tenancy commencement date.

**Is the rent payable in advance by the tenant?**

Yes. Rent is payable one month in advance.

**Can the tenant have the rent reduced?**

If the tenancy is an Assured Shorthold tenancy under the Housing Act 1988 the rent agreed in the tenancy agreement is binding on the landlord and tenant. The rent can only be changed by agreement, under the terms of the tenancy.

### **What happens if the tenant does not pay his rent?**

We will use our best endeavours to ensure that the rent is paid. Careful selection of the tenant means there is unlikely to be a problem, but if the tenant does not pay his/her rent and we are providing a management service we will issue the correct vacation notices (section 21 or section 8) and tell you how to apply for a court order for possession, if this is necessary.

### **Can I take out insurance in case I incur legal expenses?**

Yes, we will advise you on this and can arrange this type of insurance for you if you wish. We recommend Rent guard as they have extensive knowledge with landlords' insurances and rent guarantee insurances. If you would like to call them for a quote on 08007831626 quoting our agent number 30976.

### **What happens about payment of services?**

It is part of our management service to ensure that the tenant takes over responsibility for payment of Council Tax and utilities at the property, e.g. gas, electricity, water rates, during the tenancy. We will update the correct services on any move in and move out. You will be liable for payment of these accounts whilst the property is not let.

### **Who is liable for repairs?**

Generally, you will be liable to carry out most repairs to the property. Where we manage the property we can arrange repair works for you, we have a list of reliable contractors. If you wish you can tell us only to use certain people to carry out any necessary works.

### **Is the tenant charged for damage?**

Yes, any damage will be paid for out of the tenant's deposit. If the cost involved is more than the deposit the tenant will be liable to pay you, as his/her landlord, the difference.

### **Can you arrange for the cleaning of the property?**

Under the tenancy agreement the tenant must keep the property clean. If it is left in a dirty condition we can arrange for professional house cleaning, the cost of which will be payable by the tenant. (If the tenant cannot be found you will have to pay the cost.) If works are completed after a tenant vacates the property, you will need to cover the cost of said works, then you will claim these back from the deposit.

### **What precautions are taken when the property is empty?**

Empty properties are always at risk. We will not manage your property when it is not let.

During the winter months, if your property is vacant, we can arrange, at your expense, for the property to be drained of all water, or for the central heating to be run on a low setting. We will tell the tenant that it is his/her responsibility during the tenancy to take precautions to protect the property against damage by frost, ice, etc.

You must advise your buildings and contents insurers if the property is to be left empty, this is usually for a period of more than 30 days however please confirm this with your insurance policy.

### **What happens about the buildings and contents insurance?**

This remains your responsibility. You must tell your insurers in writing that you are letting your property. You may find your contents insurers will impose certain restrictions on your insurance cover for things you leave in the property whilst it is let.

### **What happens about the insurance of the tenant's possessions?**

This is the tenant's responsibility. We will advise your tenant before he/she moves in that he/she should check everything he/she brings into the property is insured.

### **Should I have an inventory of contents?**

Yes. An inventory is essential. Dependant on which package you choose this will be drawn up in consultation with you before the tenancy agreement is completed. The inventory will be checked at the end of each tenancy. There will be some wear and tear to

items left in the property during the course of a tenancy. For Tenant Find only packages you have the choice for an Inventory to be completed at an additional cost.

## **What should I do about the maintenance of appliances?**

This is your responsibility and we advise all landlords to ensure that the central heating is serviced, and electrical appliances are in good working order before the property is let. We will be pleased to have details of maintenance insurance's that cover appliances, which need to be maintained.

The Gas Safety (Installation and Use) Regulations 1994 came into force on 31<sup>st</sup> October 1994 and impose certain requirements on landlords. We also request that you have a valid Electrical Safety Certificate for the property. Where you ask us to manage a property for you, we will ask you to agree to comply with these Regulations in so far as they affect you.

Regulations which came in to force on 1<sup>st</sup> October 2015, you must install working smoke alarms on each floor of the property. If these alarms are hard wired to the mains they will be your responsibility, however once fitted if battery operated alarms are used then the tenant will then be responsible for replacing batteries and testing for correct operation.

Legislation from 1st October 2015, states you must provide Carbon Monoxide detectors/alarms in each room of the property where there are solid fuel burning appliances.

## **What happens about the garden?**

Under the terms of our Tenancy Agreement the tenant is responsible for the maintenance of gardens. You should leave appropriate garden tools at the property, especially a lawn mower. The tools will be listed in the inventory. If the tenant fails to maintain the garden to a reasonable standard we can arrange for it to be attended to, the cost will be charged to the tenant.

Should you wish to arrange a gardener, the landlord/lady will be liable for 75% of the costs, the tenant will be asked to pay the outstanding 25%. This must be stipulated before a tenancy commences.

## **Are pets allowed?**

Under new legislation coming into force on 1<sup>st</sup> June 2019 we are no longer allowed to take a pet bond. Therefore we would update you of any prospective tenants interested in your property and should they have a pet you can decide whether to accept or not.



## **What happens about any post that comes while I am away?**

It is your responsibility to ensure that your post is re-directed by the Post Office, however if post is delayed in redirection we will hold any post at our office for you to collect.

## **Are there any additional charges?**

We will agree all our charges with you when you agree to use our services. We will also inform you if there are any additional charges, which arise while your property is let. These charges are set out in our Terms and Conditions.

## **What do I need to do now?**

Contact our lettings team, who will be able to book in a valuation for you to assess the rental figure you will be able to achieve.

Sign and return the Landlords Agreement Pack along with the relevant documents below.

Please note you must provide us with the following documentation for us to be able to market the property on your behalf:

- **Proof of Ownership (i.e. Land registry certificate, up to date mortgage statement.**
- **Valid EPC**
- **Valid Gas Safety Certificate**
- **Proof of your address of residence (i.e. utility bill, bank statement)**
- **Proof of your identification (usually in the form of a passport/driving licence)**

## **Conclusion**

We hope this booklet answers some of your questions about letting your property. We will be more than happy to answer any further questions that you may have and to help you in every possible way in the letting of your property.

**We must be in receipt of all of the above before we can start to market your property.**