



LANDLORDS INFORMATION PACK

TLC is the new approach to Property Letting and is looking forward to offering a complete, high quality and comprehensive service to you as Landlord, Property Owner or a Tenant in Ayrshire and surrounding areas.

The purchase of any property as a home or a rental property is one of the most important and major investments you are likely to make and therefore we as a company feel that you should have a meticulous personal approach from your property managers. As such our aim is to have a long, successful and unique partnership with all our owners and tenants. Therefore we would tailor a package to suit the individual owner/s and property.

We have a vast knowledge and expertise in the letting, factoring and property maintenance areas and would be more than happy to answer any questions/queries which you may have.



FULL MANAGEMENT SERVICE

This service is designed for the Landlord who wishes a complete and professional service and who wishes to have a minimal involvement in the management of the property unless otherwise agreed.

- Advising on all aspects of renting and a rental valuation
- Full property rental report (optional service at an extra cost)
- Marketing the property via our own exclusive web-site and local advertising
- Interviewing prospective tenants and conducting accompanied viewings of the property
- Comprehensive independent reference checks on all prospective tenants
- Providing detailed inventory and schedule of condition, including photographs
- Prepare full tenancy agreement, signing and serving the appropriate notices
- Collecting security deposit, equivalent to one months rent, being held in a secure clients account for the length of the tenancy
- Collecting month rental payments in advance, forwarding this to the Landlord after deduction of our fees
- Detailed accounts will be forward to the Landlord at the end or each financial year
- Ensure the utility accounts and council tax are transferred into the Tenants own name
- 3/6 monthly inspection of the property
- Liaise with Landlord and Tenant over any necessary repairs to the property
- Instruct repairs to the property in absence of the Landlord up to a value of £200
- Instruct emergency repairs to the property in the absence of the Landlord



- Arrange final inspection of the property and refund of tenants deposit only after agreement with the Landlord that the property has been returned in good a condition. Any dilapidations or damage incurred will be deducted from the deposit before it is returned to the Tenant
- Ensure the utility accounts and council tax accounts are transferred back to the Landlord and the companies have the tenants forwarding address
- Advise on any legal safety compliance issues and landlord registration

Monthly Fee – 12.5% of the monthly rental figure and any advertising costs involved, the advertising costs being collected in advance

£25.00 annual fee for any Overseas Landlords



TENANT FIND ONLY

This service is designed for the Landlord who wishes to manage the day to day running of the tenancy but wishes advice on the signing up of suitable tenants appropriate to the Landlords needs together with the accompanying documentation.

- Advise on all aspects of renting and a rental valuation
- Marketing the property via our own exclusive web-site and local advertising
- Interviewing prospective tenants and conducting accompanied viewings of the property
- Comprehensive independent reference checks on all prospective tenants
- Providing detailed inventory and schedule of condition, including photographs
- Prepare full tenancy agreement, signing and serving the appropriate notices
- Collecting security deposit, equivalent to one months rent, being forwarded to the Landlord
- Collecting monthly rental payment forwarding this to the Landlord less agreed fees
- Ensure the utility accounts and council tax are transferred into the Tenants own name
- Advise on any legal safety compliance issues and landlord registration

Fee – £200 and any advertising costs involved, the advertising costs being collected in advance

£25.00 annual fee for any Overseas Landlords



GENERAL ADVICE FOR LANDLORDS

ADVICE

TLC will arrange a free market appraisal for your property, we arrange a package that will suit your individual needs as a Landlord and will advise on letting procedures, any tax issues and insurance cover required and TLC shall also provide a current rental valuation.

MORTGAGE

If the property is mortgaged, written consent should be obtained from the mortgagee. If they require any special clauses in the tenancy agreement TLC must be informed. TLC also requires confirmation of the written consent.

INSURANCE

You must ensure you have suitable cover for buildings and contents. Failure to inform your insurers could invalidate your insurance. We can offer information from Lets XL who is a specialist provider of insurance products. We can also offer to Landlords a Rental Protection Insurance. TLC also requires confirmation that the suitable cover is in place for the property.

COUNCIL TAX

TLC shall provide the local council with details of a tenant taking possession of a property and also when the tenant vacates the property, it is the responsibility of the tenant to pay any Council Tax during the tenancy of the property. We would confirm that when the property is vacant it is the responsibility of the Landlord to pay any Council Tax.

UTILITIES

TLC shall provide the utility suppliers with details of meter readings when a tenant takes possession of the property and also when the tenant vacates the property as it is the tenant's responsibility to pay for these utilities



during the tenancy. This ensures that there is no confusion over who is responsible for an account at any specific time. Should the property have a power card fitted it is the Landlord responsibility to ensure that the account is in credit (which must be above the emergency limit) when a tenant takes possession of the property. We would confirm that when the property is vacant it is the responsibility of the Landlord to pay the utility accounts.

LEASE AGREEMENTS

TLC shall issue the appropriate documents to the tenant; these will include any appropriate notices within the terms of current legislation. Renewal of the Lease Agreement shall be dealt with by TLC but should a Landlord require to terminate a Lease Agreement there is a specific legal process that must be undertaken to legally bring the lease agreement to an end. An AT6 Notice and a Notice to Quit must be served on the tenant at least two months prior to the property being required. TLC can issue these documents on a Landlords behalf but depending on circumstances TLC may recommend that a Solicitor issue these documents on the Landlords behalf, with all costs being at the Landlords expense.

TENANT DEPOSITS

TLC shall hold a deposit equivalent to one months rent for the term of the tenancy and this shall be held in a secure clients account. This deposit is held in respect of payment against damage or dilapidations caused by the tenant, please note we must also allow for wear and tear when calculating any dilapidations. TLC wherever possible shall make any agreement with tenant regarding dilapidations but should no agreement be achieved the issue becomes a matter for the tenants solicitor to pursue. TLC would like to confirm that deposits cannot be used by the tenant against any rental arrears.



SCHEDULE OF CONDITION/INVENTORY

TLC shall take a full inventory of the property which will also include a schedule of condition, which may also include photographs; this is checked with tenant when the tenant takes possession of the property and also when the tenant vacates the property.

VACANT PROPERTIES

TLC would like to confirm that the Landlord is responsible for all aspects of the property whilst the property is vacant, which includes security and heating. TLC recommends that should a property likely to be vacant for any length of time heating systems should be drained or the heating system kept on a timer system to ensure no damage can occur to the property.

COLLECTION OF MONTH RENTAL FUNDS

TLC shall collect the monthly rental in advance, a full detailed statement will be kept by TLC confirming all income received and all expenditure paid and noting all payments of monies due to the Landlord. A copy of the statement shall be issued to the Landlord at the end of each financial year.

RENT ARREARS

TLC shall carefully monitor rental payments. On occasion a tenant may fall behind with the rental payments for various reasons or may breach their Lease Agreement. TLC shall provide the Landlord with confirmation of any such arrears, but it is the Landlords responsibility to instruct a solicitor for repossession of the property with any fees which may be incurred also being the Landlords responsibility. TLC shall provide all details relevant to any such proceedings.

INSPECTIONS

TLC will carry out periodical inspection of the property as stated in the Lease Agreement with a report being issued to the Landlord should any problems be identified. TLC shall also provide any recommendations which they may feel necessary. TLC would like to confirm that an inspection is not a structural survey.



PROPERTY MAINTENANCE

TLC can organize standard maintenance work, such as electrical checks, annual gas certificates etc on behalf of the Landlord, this maintenance work is at the Landlords expense. TLC can also co-ordinate with any major repairs or maintenance to the property up to an agreed limit of £200.00 (an exception can and will be made in the case of any emergency repairs when the Landlord cannot be contacted). TLC would like to confirm it is the Landlords responsibility to maintain the fabric of the building. A tenant is only responsible for any damage that they may cause during their tenancy and are not responsible for any reasonable wear or tear during their tenancy.

TAX

Letting is a business and as such the Landlord is required to pay income tax on such income, which is subject to allowable deductions. TLC shall issue the Landlord with any annual statement which includes all income and expenditure.

HEALTH & SAFETY

THE FURNITURE & FURNISHINGS (FIRE) (SAFETY) REGULATIONS 1988 as amended 1989

The above regulations stipulate that all furniture (except furniture made before 1950) included in accommodation which is available for let must meet all the Fire Resistant Requirements.

THE GAS SAFETY (INSTALLATION AND USE) REGULATIONS 1994

All gas appliances in let properties must be safety checked annually by a CORGI registered installer and proof is required by the way of a CORGI landlord gas safety certificate.



THE BUILDING REGULATIONS (SMOKE ALARMS) 1991

The Smoke Detection Act 1991 made it mandatory to fit mains powered smoke alarms in new residential buildings built since 1992. An advice pack for Private Landlords prepared by the Scottish Executive can be downloaded from the prhp website (www.prhpscotland.gov.uk), this pack confirms details of all aspects of fitting and maintenance of smoke alarms.

THE ELECTRICAL EQUIPMENT (SAFETY) REGULATIONS 1994

This regulation applies to all new and second-hand appliances which are supplied in a let property. All appliances must be safe, particularly when they are connected to the electrical supply and be sufficiently well insulated to provide protection from any electrical shocks. We would recommend that all appliances be checked by an electrician who will have the necessary test equipment to carry out portable appliance testing, and is NIC/EIC qualified.

PLUGS AND SOCKET ETC (SAFETY) REGULATIONS 1994

Under this regulation all new and second-hand appliances in a let property must be fitted with any appropriately fixed and fitted plug, these plugs must be of the sleeved type (all live and neutral pins must be partly encased in a plastic sleeve). The fuse in the plug must be of the correct rating for that appliance.

ANTISOCIAL BEHAVIOUR (SCOTLAND) ACT 2004

All private Landlords are required to register all their rental properties with their Local Authority (it is a criminal offence not to register). Property ownership and Landlord contact details will be made available on a public register held at the Scottish Office. Landlords can confirm a Letting Agent as a point of contact if their properties are managed.

ENERGY PERFORMANCE CERTIFICATES

All new tenancy agreements will need to be accompanied with a current Energy Performance Certificate from January 2009. This Certificate will be



valid for 10 years. Energy Performance Certificates are part of the European Union's Energy Performance of Buildings Directive and their introduction in Scotland has been phased in since May 2007.

PROPERTY STANDARDS

The new Repairing Standard under the Housing (Scotland) Act 2006

From 3 September 2007 there are important changes in the laws covering the responsibilities of Private Landlords to carry out repairs. The Repairing Standard applies to a great majority of tenancies of houses in the private sector. It covers various aspects of the house including the structure and exterior, various installations and fixtures, the safety of furniture, and smoke alarms. The landlord will have to ensure that the house meets the Repairing Standard at the start of the tenancy. This means that your (or someone authorized by you) will have to inspect the house before the tenancy starts and tell the tenant of any work which may have to be done, as well as carrying out the work. It would be sensible to carry out the inspection in time to deal with any necessary repairs before the tenancy begins. The landlord also has to ensure that the house meets the Repairing Standard throughout the tenancy. This applies to existing tenancies as well as those that begin on and after 3 September. This duty only applies if your tenant tells you that work needs to be done or you become aware of this in some other way.

DÉCOR

TLC would recommend the décor be of neutral colour and in good decorative order.

PERSONAL ITEMS

TLC would recommend that any items of sentimental or monetary value be removed from the property before any tenancy begins and all storage areas should be left clear.



GARDENS

Gardens should be left tidy and with lawns cut. There should be no rubbish left and all wheelie bins should be left empty. It is the tenant's responsibility to maintain the gardens to a reasonable standard, but should the garden is particularly large or valuable we would recommend the use of a gardener on a regular basis.

CLEANING

At the start of any tenancy the property should be thoroughly cleaned and it is the tenant's responsibility to leave the property in the same clean condition. If this is not the case then cleaning will be arranged at the tenant's expense

MAIL FORWARDING

TLC would recommend that when the property is being vacated you arrange for your mail to be re-directed with the Post Office which can be done at a minimal cost. Should we receive any mail from the tenants we shall arrange for this to be forwarded at standard postal rates?

INFORMATION FOR TENANTS

TLC would recommend that all operating manuals for appliances be left in the property for the tenants use. Any local information would also be helpful.

KEYS

TLC is required to issue the tenant with 2 full sets of keys and TLC also require a full set of keys which shall be kept in a secure press with an identification number.



LIST OF USEFUL CONTACT INFORMATION

LANDLORDS INFORMATION – www.betterrentingscotland.com

LANDLORDS REGISTRATION – www.landlordregistrationscotland.gov.uk

PRIVATE RENTED HOUSE PANEL (prhp) – www.prhpscotland.gov.uk

TELEPHONE NUMBERS FOR LANDLORDS REGISTRATION

South Ayrshire Council 01292 612083

North Ayrshire Council 01294 311998

East Ayrshire Council 01563 576675

SAVAS 01292 612083 (properties in South Ayrshire only)

OVERSEAS LANDLORDS – www.hmrc.gov.uk

TAX ISSUES FOR LANDLORDS – www.direct.gov.uk

TLC PROPERTY MANAGEMENT LTD ARE MEMBERS OF

SCOTTISH ASSOCIATION OF LANDLORDS

LANDLORDS ACCREDITATION SCOTLAND