



GALLANT RICHARDSON RESIDENTIAL LETTINGS

INTRODUCTION

Gallant Richardson Estate Agents was established in 1993 by John Gallant and Mark Richardson, between them they had many years experience in property sales. In 1994 Andrew Wade joined as a freelance, qualified, financial advisor specialising in mortgages.

In 2001 Gallant Richardson opened Gallant Richardson Lettings and offered clients a quality service within the residential rental sector. In 2002 Gallant Richardson were successful in gaining full membership to The Association of Residential Letting Agents (ARLA).

ARLA is an organisation with a strict Code of Practice and acts as a professional trade body to ensure high standards within the industry.

Gallant Richardson are also members of the Government agreed National Approved Letting Scheme (NALS), this scheme is dedicated to maintaining a high level of professionalism throughout the industry.

In 2008, Gallant Richardson withdrew their Estate Agents service allowing the team to concentrate solely in residential lettings and property management. Gallant Richardson have recruited a team who are highly motivated, qualified, experienced and led efficiently by Lettings Manager, Tim Wade.

As members of ARLA Gallant Richardson are bound by the associations Code of Practise and regulations, enabling the offer of a unique bonding scheme to ensure complete protection from the misappropriation of funds held on behalf of landlords or tenants.

Gallant Richardson guarantee a personal, professional, uncomplicated service with no hidden costs.



Gallant Richardson's Mission Statement is to provide a quality, personal, professional, uncomplicated and comprehensive service.

When comparing Gallant Richardson to other agents some points to consider are:

We do not tie landlords into any form of notice period.

We do not charge an arrangement fee for instructing maintenance contractors

We do not charge an arrangement fee for arranging an Energy Performance Certificate (Please compare our price to others!).

We do not insist on landlords taking out insurance with us.

We do offer the full financial protection of ARLA bonding

We do always use a professional referencing company to reference all tenants.

We do pay rent daily by bank transfer – as soon as we receive it we pay our landlords.

We do guarantee to pay our managed landlords their rent within 14 days of it becoming due, whether or not it has been received from the tenant.

We do offer access to the Tenancy Dispute Service complying fully with the Housing Act 2004

We do offer all managed tenants a non-profit 24/7 emergency call out service.

We do provide fully itemised monthly and tax year statements.

We do offer a full, in-house professional 'Buy to Let' mortgage service.

We do offer a personal, partner led service where we keep you informed at all times.

We do ensure all of our staff attend ongoing ARLA training

And we will never forget it is your property.



GALLANT RICHARDSON RESIDENTIAL LETTINGS TERMS OF BUSINESS

PROPERTY MANAGEMENT

INITIAL FEE: 75% of the first months rent

Inclusive of: Advertising.

All viewings accompanied.

Interviewing & full referencing of tenants.

Rental Guarantee for the term of the tenancy.

ARLA Assured Shorthold Tenancy Agreement

The Dispute Service (TDS).

Preparation of a written Inventory and Schedule of Condition.

Full check in and check out service.

Property visits after one month and then every three months with written reports.

MONTHLY CHARGE: 12%, charged from the second month onwards.

RENEWAL OF TENANCY: Inclusive of continuation of Rental Guarantee.

25% of the first months rent for a new 6 month lease

50% of the first months rent for a new 12 month lease

TENANT INTRODUCTION, LET ONLY SERVICE

INITIAL FEE: 85% of the first months rent

Inclusive of: Advertising.

All viewings accompanied.

Interviewing & full referencing of tenants.

ARLA Assured Shorthold Tenancy Agreement.

Check in service.

Additional Charge for:

Tenancy Dispute Scheme.

Preparation of a written Inventory and Schedule of Condition

Full check in and check out service.

Furnished Property :- £175.00 inc. vat.

Unfurnished Property :- £150.00 inc. vat.

RENEWAL OF TENANCY:

25% of the first months rent for a new 6 month lease

50% of the first months rent for a new 12 month lease

All fees will attract VAT at the current rate.



LETTING YOUR PROPERTY

THE BASICS

The next section of our information pack outlines to Landlords the services Gallant Richardson provide followed by various summaries of a landlord's legal responsibilities.

Our Service to you

• Rental Assessment	Page 5
• Finding a Tenant	Page 5
• Advertising	Page 5
• Viewings	Page 5
• Referencing	Page 6
• Tenancy Agreement	Page 6
• Deposit	Page 6
• Tenancy Dispute Service	Page 6
• Inventory & Schedule of Condition	Page 7
• Check In / Check Out	Page 7
• Utilities	Page 7-8
• Mail	Page 8
• Rent	Page 8
• Rental Guarantee	Page 8
• Maintenance	Page 9
• Re-Letting & Tenancy Renewal	Page 9
• Furnished or Unfurnished	Page 9-10

Legal Responsibilities

• Mortgages	Page 11
• Insurance	Page 11
• Stamp Duty	Page 11
• Landlords Living Overseas	Page 12
• Gas Safety Regulations	Page 12
• Fire and Furnishing Regulations	Page 13
• Electrical Safety Regulations	Page 14-16
• Energy Performance Certificates	Page 17
• Health & Safety (HHSRS – Housing Health & Safety Rating System)	Page 18



Our Service to You -

RENTAL ASSESSMENTS

The first step to letting your property is for Gallant Richardson to inspect the property to carry out a rental assessment.

This is free and does not obligate you in any way.

Sometimes it will be possible to give you an opinion as to the rental value immediately, but more often than not we will need to carry out comparisons and research prior to arriving at a current rental valuation.

We will always confirm our opinion on the potential rental income in writing.

It is worth bearing in mind that valuations are more of an art than a science, so if our valuation does not meet with your expectations we can discuss this further prior to advertising the property for let.

FINDING A TENANT

If you decide to instruct us we will ask you to sign an agreement that outlines our terms and conditions. Any specific requirements that you have with regard to the property, like the acceptability of smoking or pets, needs to be detailed at this stage to ensure we are looking for the right tenant. We will also provide you with a "Landlord's Questionnaire" which we will ask you to complete in order to provide us with more detailed information relating to yourself and the property.

ADVERTISING

We will advertise your property using the local press, the Essex County Standard, and through the internet on our own website (www.gallant-richardson.co.uk) as well as on rightmove.co.uk and on propertyfinder.com, which in turn links to numerous web pages including orange, yahoo and the Financial Times. We also run an ongoing, active computerised matching & mailing list to which we circulate full colour details on a regular basis, this includes floor plans with room sizes (where available). All properties are promoted in our window which is situated in one of the busiest thoroughfares in central Colchester.

VIEWINGS

All viewings are accompanied by a fully trained member of our staff at all time. We are usually available until 6 pm on weekdays, although, in order to assist potential tenants we can often arrange later appointments, and we have a full viewing day on Saturday 9am to 5pm.



REFERENCING

We carry out full references on all prospective tenants using “Homelet”, one of the countries largest professional referencing organisations. The references they take up include Employers, Accountants, Previous Landlords / Agents and of course a detailed credit search and credit scoring system.

TENANCY

The tenancy we use is an Assured Shorthold Tenancy as prepared by the Association of Residential Letting Agents (ARLA). This is a detailed and comprehensive document which covers all of the responsibilities of both landlord and tenant. ARLA spent a long time putting this contract together to ensure that they included all of the potential issues that could arise during a tenancy. If there are specific clauses required such as restrictions forbidding smoking or pets, then these are put in individually to ensure that they are clear and fully understood.

DEPOSIT

We collect a deposit in cleared funds from all tenants, this is usually equal to one months rent plus £200.00, with a minimum of £500.00 collected in all cases. For properties where the rent is £1,000 pcm or greater we usually collect one month plus £500.00. However, we are happy to request different levels of deposit if requested to do so. Since April 2007, when the full implications of the Housing Act 2004 came into force, all deposits need to be registered with one of the three Government authorised Deposit Schemes. We are members of the “The Dispute Service (TDS); therefore all deposits held by us are registered under this format. All funds held on behalf of landlords or tenants are held in our Clients Account, which is fully bonded by ARLA, meaning that clients are insured against any potential loss, which may be caused by business failure or misappropriation.

TENANCY DISPUTE SERVICE (TDS)

We were the first agents in Colchester to join this professional deposit dispute service which was put together by ARLA, the National Association of Estate Agents (NAEA) and the Royal Institute of Chartered Surveyors (RICS). The scheme is designed to deal with the changes in legislation brought in by the The Housing Act 2004 and to give agents, such as ourselves, a truly independent body to refer to in the case of deposit disputes. The rules of the scheme are complex and if you wish to know the full details please request a separate leaflet which we will be only too happy to provide. However, it basically means that we will still normally attempt to resolve any issues raised at the check out from the tenant’s deposit. But if, after negotiation, the tenant continues to dispute the issues, or our suggestions to resolve them, we have, as prescribed in the new law, a professional, independent adjudicator to refer the case to. This ensures a swift conclusion and avoids the necessity and expense of court action. The cost of this is included for all managed properties and is part of the additional charge for let only.



INVENTORY & SCHEDULE OF CONDITION

This is a written document detailing a full list of fixtures, fittings and contents and a description of the condition of these plus all other elements of the property; namely walls, carpets, bathroom & kitchen fittings etc. The rules relating to the holding of tenant's deposits changed in the Housing Act 2004 creating firm regulations about keeping deposits in designated accounts with statutory rights for tenants; including a clear dispute system and access to independent arbitration. In order to ensure that the condition of the property is clearly defined at the outset it is highly recommended that an Inventory and Schedule of Condition is drawn up and signed by the tenants at the start of the tenancy. Otherwise, should there be a dispute, then an independent assessor may have no choice but to find in favour of the tenant in the absence of evidence. For managed properties we include the cost of this in our basic charges.

CHECK IN / CHECK OUT

At the outset of all tenancies we arrange to meet the new tenants at the property to carry out a "Check In". This includes going through the inventory and schedule of condition with them - ensuring that they sign and date this, reading the gas and electric meters and handing over the keys – clearly listed.

At the end of the tenancy where we are instructed to carry out a "Check Out", which is included on all managed properties and part of the additional charge for let only, we arrange to meet the outgoing tenants at the property on the last day of their occupancy. In advance of the meeting we write to the tenants giving them clear instructions that they must remove all of their possessions from the property prior to the meeting and ensure it is suitably clean, tidy and ready to re-let. We check back through the inventory and prepare a report detailing anything missing and any damage or cleanliness issues which we forward to both landlord and tenant.

UTILITIES

Immediately prior to the commencement of a tenancy it will be necessary for meters to be read and all utility bills to be finalised, unless of course, they are being specifically included in the rental. A forwarding address must be provided to the service provider for whoever is moving out. We are not able to close accounts on behalf of either the landlord or any previous tenant – this can only be done by the account holder.

Services you may need to consider include: Council Tax, Water, Electricity, Gas, Telephone, Cable, Satellite and Oil. Any existing telephone, cable and satellite accounts must be closed so that a tenant can open their own and as these companies will not deal with third parties we are unable to assist with this.

When we move a new tenant into a property we read both the gas and electric meters and, provided we have been given the provider name and account reference number, we will notify them of these readings and ensure a new account is opened. We will also notify the water and sewerage provider, if there is a water meter we always ask the water company to read this, as they can be difficult to locate and access, however the company often open the account using an estimate.

**UTILITIES Con't.....**

While a property is vacant the responsibility for Council Tax falls to the owner.

Once let, this liability passes to the tenant, although there is an exception to this if the property is classified as a multiple occupancy (HMO) - where the landlord could remain responsible. We will put the details of the new tenants to the local authority concerned in writing or by fax.

Where there is an oil tank we generally suggest that the landlord fills the tank up to the top and then the tenant does the same at the end of the tenancy to ensure parity. However, if a landlord does not wish to do this we will attempt to take a reading or measurement but we would point out that it is difficult to be accurate or to estimate the cost of a difference in the oil content at the end of the agreement.

MAIL

We recommend that you contact the Royal Mail and make an arrangement to have your mail forwarded on to your current address.

RENT

For managed properties we will collect rent on your behalf each month, normally by standing order, and pay it directly into your bank account, after deduction of our management fee and any other agreed charges (for maintenance etc.). We pay rent daily, therefore there is no delay between us receiving the rent and passing it on to the landlord.

Please bear in mind that this is 'income' as far as the Inland Revenue is concerned and must be declared for taxation purposes, although of course, mortgage interest and maintenance costs can be offset against the income received. We advise you to seek qualified advice with regard to your tax situation or at the very least consult your local Tax office.

To assist with your record keeping we will issue you a monthly statement detailing the exact rent and deductions. We can also recommend a professional bookkeeper who would be able to assist with the accounting procedure.

RENTAL GUARANTEE

Gallant Richardson provide a unique and fast rental guarantee to our landlords who select our fully managed service. If the tenant does not pay the rent we will still pay you the amount due, after deduction of our normal fee, within 14 days of the usual due date whilst continuing to pursue the tenant for the arrears. This way you can budget effectively in the knowledge that you are assured of receiving your money. This cover will run only until the end of the tenancy in place at the time the arrears first occurs or until vacant possession of the property is gained and is for a maximum of 6 months rent. Should it be necessary to take legal action against the tenant for ongoing non-payment of rent then we will arrange and cover the cost of this as part of our managed guarantee to landlords. We regret that we are only able to offer this for managed properties; a commercial "Rent Guarantee" insurance policy can be purchased by let only landlords – the price of this varies.



MAINTENANCE

If you chose to instruct us to manage your property we will visit it on a regular basis, usually after the first month then quarterly thereafter to ensure that the tenant is maintaining it correctly. We will provide a written report upon each visit.

If any repairs or maintenance become necessary then we will contact you to let you know. We can make the necessary arrangements to instruct a contractor to carry out the work if you wish us to, and will need to do this if for some reason we are unable to contact you within a few days. Obviously in some instances, where it is an emergency, or where by leaving the repair further damage would occur – we may need to act quickly prior to letting you know. All maintenance is instructed on a non-profit basis.

All tenants of managed properties will be provided with a 24/7 number of a local contractor who will attend if required to provide any emergency assistance.

If you have your own contractors that you wish us to use then please let us know and then, subject to their availability, we will attempt to use their services. Please see the separate information inserts on your responsibilities in regard to Gas and Electrical safety.

RE-LETTING & TENANCY RENEWAL

As the end of the tenancy approaches we will contact you to inquire if you wish to offer a renewal to your current tenants.

If you do not wish to offer renewal we will ensure the correct notice is served for possession of the property and discuss with you whether you wish us to look for new potential tenants for you.

If you do wish to offer renewal, we will obviously see if the tenant/s would like to remain in occupation and renew the tenancy – if so, once the correct current rent has been established, a new agreement will be drawn up and signed. If we hold your tenants deposit and cover this under our TDS membership we will also make sure your tenants deposit is re-registered and continues to be covered by regulations set down under the Housing Act 2004.

If however the existing tenant/s decline your offer we will, again, ensure the correct notice is served and if you require us to, get the property re-advertised as early as possible in order to find a new tenant.

At the end of each tenancy we will reassess the rental value.

FURNISHED OR UNFURNISHED?

We are happy to assist with either. It is fair to say that furnished will normally achieve a slightly higher rent, but depending on the type of property the difference may not be significant.

**FURNISHED OR UNFURNISHED Con't.....**

When letting a property un-furnished it is normal to supply at least carpets, curtains and a cooker; and it can also be advantageous in attracting tenants if the fridge/freezer and washing machine are supplied.

A furnished property would normally contain all of the above plus the basic usual household furnishings like tables, chairs, beds, wardrobes, bookcases etc. as well as the essential equipment for cleaning – that is; a working vacuum cleaner, broom, hand brush and dust-pan and if appropriate, suitable gardening equipment, i.e. lawnmower, fork, trowel etc.

You will need to bear in mind the Fire Safety and Electrical Appliance regulations (please see this section further on).

With a 'fully' furnished property you may choose to include cutlery, crockery and pots and pans – but most tenants nowadays would expect to provide these themselves.

LAND REGISTRY

We recommend that landlords ensure the Land Registry are informed of their current, correct address and this is never left as the property address whilst the property is let out to tenants.



Legal Requirements -

MORTGAGES

If you have a mortgage on the property you intend to let, it is essential to gain the permission of your lender or you may be in breach of your mortgage conditions and your obligations under a tenancy agreement.

This does not apply if you have an investment or 'buy to let' mortgage.

If you are looking to buy further investment properties, refinance the properties you currently own or remortgage your main residence to realise equity, which you can use to build up your portfolio then Andrew Wade MARLA, Cert PFS, CeMAP is a qualified mortgage adviser and holds a full Financial Planning Certificate (FPC) and Certificate of Advice and Mortgage Practice (CeMAP).

Mortgage advice is generally regulated by The Financial Services Authority, but investment mortgages are exempt from the regulation. We may charge a separate arrangement fee for this service, which varies depending on the task at hand – please ask if you feel we may be able to assist.

INSURANCE

We would strongly recommend that when letting your property you review the insurance for both the building and contents (even if limited) and ensure that they are adequately covered during the tenancy and preferably your insurance includes Landlords liability and loss of rent should the property become uninhabitable.

Many policies are only really suitable for owner occupation; you may find that the cover is void if the property is tenanted.

We are regulated by The Financial Services Authority as introducers to HomeLet who provide general insurance contracts specifically for landlords and tenants. – please ask for more information.

We can also advise on various other insurances, including life assurance and income protection.

STAMP DUTY LAND TAX

From 1st December 2003 the way that Stamp Duty, now known as Stamp Duty Land Tax [SDLT], is calculated on short term (up to seven years) residential leases/tenancies has changed. The changes mean that the vast majority of such tenancy agreements/leases will not be liable for duty [SDLT] to be paid upon them.

If duty is payable then it is the responsibility of the tenant who we will inform.



LANDLORDS LIVING OVERSEAS

If you do not live in the U.K. then, as managing agents, we are obliged by law to deduct basic rate tax from your rental income and pay this direct to the Inland Revenue. In most circumstances you can claim a 'Non-Resident Landlord's Exemption', which applies to Crown Servants working abroad and permanent non-residents paying tax in another Country amongst others. The application for this exemption is available from ourselves for managed landlords or from the tax office - form NRL 1. If you provide us with the relevant certificate then we will be able to pay you with no tax deducted.

THE GAS SAFETY (installation and use) REGULATIONS 1994.

On the 31 October 1994 the Gas Safety (Installation and Use) Regulations came into force, and this directly affects landlords and agents.

Under Regulation 35(2) it is the duty of any person (i.e. the landlord) who owns a gas appliance and pipework installed in the premises to ensure that such appliance and pipework is maintained in a safe condition so as to prevent risk or injury to any person. The landlord must ensure a qualified gas engineer, e.g. a "Gas Safe Register" (previously CORGI) registered tradesman, checks each appliance for safety at intervals of not more than 12 months. A record of each safety check, along with details of any defects found and remedial action taken, must be kept by a landlord or his managing agent and must be open to inspection, including by a tenant, upon reasonable notice – by Law.

'Gas appliance' means an appliance designed for use by a consumer of any mains, propane, or calor gas for heating, lighting, cooking or other purposes for which gas can be used, i.e. central heating systems and other heaters, cookers, hobs, refrigerators, tumble driers, etc.

'Installation pipework' is defined as gas pipework, valves, regulators and meters.

For further advice you can either telephone the Health & Safety Executives, Gas Safety Action Line on (0800) 300363 or obtain a leaflet from them 'A Guide to Landlord's Duties – Gas Installation and use Regulations'.

When you instruct us to let your property a Gas Safety check will need to be carried out and Landlords Gas Safety Certificate issued prior to a tenant moving into a property where there are any gas installations or pipework. **Once let a regular annual check must be made and an up certificate in place at all times.**

We can arrange for a suitably qualified and competent "Gas Safe Register" registered Gas Engineer to visit the property on your behalf and carry out a check, this will be at your expense and will be deducted from your rent account.

If you prefer to make your own arrangements you must ensure that your contractor is "Gas Safe Register" registered for the type of appliances and pipework installed and you must supply us with copies of the paperwork and full details on any defects and remedial action undertaken – failure to do so would mean that we would have to instruct an engineer to carry out a further inspection, probably unnecessarily and at your expense.

NB. This summary is intended as a useful information guide for landlords to understand the effects of the regulations. It is not an authoritative interpretation – this is a matter for the courts. For more details, you should refer to the text of the Regulations themselves.



FIRE AND FURNISHINGS (FIRE SAFETY) REGULATIONS 1988 AND FURNITURE AND FURNISHINGS (FIRE SAFETY) (amendments) REGULATIONS 1993.

Landlords must be aware that all upholstered furniture must comply with the above regulations. Failure to comply with this legislation is a criminal offence which could lead to the prosecution of both the landlord and the agent.

Landlords must ensure that all upholstered furniture and soft furnishings including chairs, sofas, mattresses, pillows, cushions, covers and beanbags must carry permanent labels confirming that they have passed the 'ignitability test', also known as the 'cigarette test'.

The label has the wording *Carelessness Causes Fire*, has a batch number and it confirms that the item concerned complies with the regulations.

Carpets and curtains are not included in the regulations.

Furniture manufactured prior to 1950 is exempt from the rules as the Department of Trade and Industry feels that most of the defective materials which represent a high fire risk were not in use prior to 1950.

All furniture manufactured after 1st March 1990 should already comply with the regulations but must have the appropriate label in order to be acceptable.

There is particular concern regarding foam filled furniture manufactured between 1950 and 1990.

If there is any non-complying furniture present in a property it will need to be removed prior to the occupancy of a tenant.

The Department for Business Enterprise & Regulatory Reform has issued a guide to the Furnishing Regulations, which can be obtained from BERR, 1 Victoria Street, London, SW1H 0ET. Tel 020 7215 5000 or at <http://www.berr.gov.uk/files/file24685.pdf>

It is strongly recommended that all properties are fitted with working smoke alarms as a sensible precaution. This is a requirement under the HHSRS (Health Housing and Safety Rating System) brought in as part of the Housing Act 2004.

NB. This summary is intended as a useful information guide for landlords to understand the effects of the regulations. It is not an authoritative interpretation – this is a matter for the courts. For more details, you should refer to the text of the Regulations themselves.



**THE ELECTRICAL EQUIPMENT (Safety) REGULATIONS 1994.
THE PLUGS AND SOCKETS Etc. (Safety) REGULATIONS 1994.
LOW VOLTAGE ELECTRICAL EQUIPMENT (Safety) REGULATIONS 1989.**

Unlike the gas safety regulations there are no statutory annual inspections required for electrical equipment but the regulations demand that any person supplying electrical equipment (including landlords) ensures that it is safe, will not cause danger and complies with the specified safety requirements.

Electrical equipment supplied or hired, with the exception of second hand equipment, after January 1997 and equipment covered by the Low Voltage Regulations 1989, will need to be marked with CE label. Second hand equipment is deemed to be that which has previously been supplied to a consumer and was first placed on the market prior to January 1997.

By law all appliances supplied must be provided with a British Safety Standard (BS1363) correctly fitted and fused plug.

INSTRUCTIONS. Manufacturers instructions must be provided with any electrical equipment to ensure that the tenants use the appliance correctly and safely.

LABELLING. All electrical equipment that was manufactured after 1st January 1997 must be marked with the appropriate CE symbol.

GENERAL SAFETY. All electrical equipment supplied must be safe. This will require that a competent and suitably qualified engineer check the electrical appliances, including their leads. It is recommended that a check be carried out prior to initial letting and annually thereafter. If an individual appliance is likely to be used particularly frequently or in harsh conditions then more frequent testing is suggested.

The regulations cover all mains voltage electrical goods designed with a working voltage of between 50 and 1000 volts a.c. including: Cookers, Kettles, Toasters, Electric Blankets, Washing Machines, Refrigerators, Immersion Heaters etc.

FIXED INSTALLATIONS. It is also important that fixed wiring circuits are checked regularly for safety. The exact period that periodic inspections should be carried out varies between different properties and types of tenancy. **Gallant Richardson strongly advise all landlords to have periodic electrical safety checks carried out on their properties.**

RECORDS. Records of all tests should be maintained.

We have an arrangement with a suitably qualified local contractor who can take care of the necessary checks for you. With your instructions, We will make all the arrangements and deduct the cost from your due rental income.

NB. This summary is intended as a useful information guide for landlords to understand the effects of the regulations. It is not an authoritative interpretation – this is a matter for the courts. For more details, you should refer to the text of the Regulations themselves.



ELECTRICAL SAFETY Con't.....

PART 'P'

From the **1st January 2005** new rules came into force controlling who could carry out certain works on certain electrical installations in property and the procedures around those works. These are set out in **Part P Building Regulations (Electrical Safety in Dwellings)**. Failure to comply with these Regulations is a criminal offence, which could result in a maximum fine of £5,000 and or imprisonment.

In very general terms these regulations require that works, repairs, maintenance etc., on **“electrical installations”**, in certain areas of a property, are now known as **“notifiable”** works and as such must only be carried out by a **“competent person”**.

The competent person can **“self-certify”** the relevant works and he (or she) then has a responsibility to provide the customer and the local authority building control department with a copy Certificate relating to the notifiable works. Naturally, letting agents will need to maintain a copy of any such certificate in their management files for possible future reference.

Someone who is not a “competent person” could still do the works as long as they seek appropriate approval from their local authority Building Control department, before and after the works are carried out. In most cases an officer from the department will wish to visit the property and inspect the works and may require the applicant to submit suitable drawings or schematics.

What does an “Electrical Installation” mean?

Fixed electrical cables or fixed electrical equipment located on the consumer's side of the electricity supply meter in a dwelling or in the common parts of a building serving one or more dwellings; and that includes sheds, garages and greenhouses.

Who is a “Competent Person”?

Someone who is currently registered with an approved self-certification scheme, which monitors and regulates his or her activities, competence etc. As at 1st January 2005 the following will be **Approved Competent Persons Schemes**; other organisations may apply to be approved in due course.

BRE Certification Ltd www.partp.co.uk
Operated with the support of the Electrical Contractors Association and the Institution of Electrical engineers

British Standards Institution www.kitemarktoday.com
This will be known as the Kitemark scheme for Electrical Installation Work

ELECSA Ltd www.elecsa.org.uk
This will be operated with the support of the British Board of Agreement

NICEIC Certification Services Ltd www.niciec.org.uk
This will be known as the Domestic Installer Scheme

Zurich Certification Ltd www.zurich.co.uk
This scheme will be operated as an adjunct to the business of the Zurich Insurance Company



ELECTRICAL SAFETY Con't.....

What works are **Non-Notifiable**?

Work that consists of

- Replacing accessories such as socket-outlets, control switches and ceiling roses
- Replacing cable for a single circuit only where damaged, for example by fire, rodent or impact
- Re-fixing or replacing the enclosures of existing installation components
- Providing mechanical protection to existing fixed installations

And, as long as the work is not in a special location or is not a special installation.

- Adding lighting points (light fittings & switches) to an existing circuit
- Adding socket-outlets and fused spurs to an existing circuit
- Installing or upgrading main or supplementary bonding

What is a **Special Location** or **Special Installation**?

- A Kitchen
- Locations containing a bath tub or shower basin
- Swimming pools or Paddling pools
- Hot Air Saunas
- Electric Floor or Ceiling heating systems
- Garden lighting or power installations
- Solar (photovoltaic) power supply systems

What should a Letting & Management Agent do?

Best practice would be for any letting agent to use only a competent person, registered with an approved self-certification scheme, when you instruct a contractor to deal with electrical repairs and maintenance – the single possible exception might be where you are 100% satisfied that it is a non-notifiable job and it is safe for an un-registered person to do it.

In order to ensure compliance with 'Part P' we will only use a "competent person" to carry out such works – the landlord doing a bit of DIY or nominating friend or a local jobbing builder who does a bit of electrics on the side – is not an acceptable alternative.



Energy Performance Certificate (EPC) REGULATIONS 1st October 2008

As of 1st October 2008 it became a legal requirement for a landlords to provide an Energy Performance Certificate (EPC) when renting out a building. Any property on the market to let from this date has to have an EPC, if not, then the property cannot legally be marketed.

An Energy Performance Certificate (EPC) gives information on the buildings energy efficiency. An EPC which was provided when a property was purchased (as part of a HIPS report) may be used for lettings and is still valid for 10 years for letting purposes.

From the 1st October an EPC will be required whenever a home in the private rented sector is marketed for new prospective tenants. The EPC must be made available free of charge to prospective tenants at the earliest opportunity. This should be when they are first given written information about the property or are arranging to view it, and before any rental contract is entered into. You must give a copy of the EPC to the person who takes up the tenancy. EPCs are valid for 10 years and can reused as many times as required within that period. It is not necessary to commission a new EPC each time there is a change of tenant.

EPCs must be produced by an accredited Domestic Energy Assessor or Home Inspector. Each EPC has a unique number and will be entered onto a national register by the energy assessor.

During the assessment the energy assessor will have to inspect your property and need access to all rooms, the boiler and the loft. After the visit the assessor will feed the information gathered during the assessment into a Government approved software which will produce your EPC and Recommendation Report. Information collected about your property is protected by the Data Protection Act.

The recommendations are for the landlord and prospective tenant. There is no statutory requirement to act on any of the recommendations.

If an EPC has not been made available to a prospective tenant at the point of viewing or they have not been provided with an EPC prior to signing a tenancy they can contact the local Trading Standards office who are the enforcing body.

Gallant Richardson has made arrangements with various providers of EPCs to make sure we can offer you an EPC at a competitive price. As with all the contractors or firms we use this service is provided to you without any additional administration fee, unlike some agents we do not add any fee for arranging this for you. All you pay for is the cost of the EPC.



HOUSING HEALTH & SAFETY RATING SYSTEM (HHSRS)

In April 2006 Part 1 of the Housing Act 2004 brought HHSRS into force. This covers areas of key health and safety risks in dwellings. Local Councils are required, if asked by the tenant, to assess the likelihood of hazard in a dwelling.

The assessment looks at the risks associated with certain hazards and the likelihood of harm that may be caused to the occupier or a visitor. Hazards are categorised at 1-4, with 1 being the most hazardous. The Housing Act 2004 gave local authorities the power to take enforcement action if an owner does not carry out necessary repairs.

Where category 1 hazards are present, the local authority has a duty to force the landlord to act. For Category 2 hazards or below, the authority will only enforce action if they think it is necessary.

HHSRS does not set out minimum standards. It is concerned with avoiding, or at the very least minimising potential hazards. It looks at any property with the view of the potential hazard to the most vulnerable person who could be at the property. i.e. just because you let the property to a single man in his thirties does not mean that he could not have either young children or elderly people visit the property as guests

The hazards are broken down into four groups as follows;

PHYSIOLOGICAL REQUIREMENTS;

1. Damp and mould growth
2. Excess cold
3. Excess heat
4. Asbestos
5. Biocides
6. Carbon monoxide and fuel combustion products
7. Lead
8. Radiation
9. Uncombusted fuel gas
10. Volatile organic compounds

PSYCHOLOGICAL REQUIREMENTS;

11. Crowding and space
12. Entry by intruders
13. Lighting
14. Noise

PROTECTION AGAINST INFECTION

15. Domestic hygiene, pests and refuse
16. Food safety
17. Personal hygiene, sanitation and drainage
18. Water supply



PROTECTION AGAINST ACCIDENTS

19. Falls associated with baths etc
20. Falling on level surfaces etc
21. Falling on stairs etc
22. Falling between levels
23. Electrical hazards
24. Fire
25. Flames, hot surfaces etc
26. Collision and entrapment
27. Explosions
28. Position and operability of amenities etc
29. Structural collapse and falling elements

For each category a profile must be given as follows;

- What the hazard covers-the potential for harm.
- What deficiencies may cause a hazard
- What would help to avoid or minimise the hazard
- Relevant features of a dwelling likely to increase the likelihood and seriousness of a hazard.
- Hazard assessment-advice on how to assess the seriousness of the hazard.

The law requires that landlords need to be able to identify factors which may increase the likelihood of a hazard occurring.

The landlords responsibilities;

To comply with the requirements of section 11 of the Landlord and Tenant Act 1985 which imposes obligations on the landlord to repair the structure and exterior (including drains, gutters and external pipes) of the premises; to keep in repair and proper working order the installations in the premises for supply of water, gas and electricity and for sanitation (including basins, sinks, baths and sanitary conveniences, but not other fixtures, fittings and appliances for making use of water, gas or electricity); to keep in repair and proper working order the installations in the premises for space heating and heating water. In determining the standard of repair required by the landlord under this clause, regard shall be had to the age, character and prospective life of the premises and the locality in which it is situated.

To take reasonable steps to ensure that the landlord's domestic gas and electrical appliances and other similar mechanical appliances in the premises for which he is responsible are safe, in proper working order and in repair both at commencement of, and during the tenancy, as may be necessary from time to time in order to comply with the landlords obligations under the Gas Safety (Installation and Use) Regulations 1998, the Electrical Equipment (Safety) Regulations 1994, the Plugs and Sockets etc., (Safety) Regulations 1994.

Gallant Richardson's view is that landlords should do all they can to adhere to the HHSRS guidelines. For managed properties we will carry out a visit and report to the landlord any areas we feel could be improved upon. If there are serious shortfalls then we may insist on these being rectified prior to allowing the property to be occupied for other less important risks we will issue the landlord written advice and recommendations. As stated above, we always recommend that landlords have an electrical safety test carried out prior to letting a property and then take heed of any recommendations made by the electrician correcting any faults.