



# Why choose **Open Doors** as your lettings agency

**Our doors are always open** for a reliable service to **landlords and tenants** in Buckingham and the surrounding area.





### **Ethical Letting**

- Careful matching of tenants to property.
- “Respected” tenants respect your property.
- Transparent charging and fee structure.



### **Experienced**

- Know the local market well.
- Can manage your tenants and property effectively.
- Anticipate changing market conditions.



### **Independent**

- Flexible to specific client needs.
- Important decisions made quickly and efficiently.
- Experienced, qualified and professional staff
- Respond quickly to evolving market conditions.



### **Client Focused**

- Bespoke levels of service to meet your individual needs.
- Comfort in the knowledge that you will be fully compliant and guided by a properly licensed and regulated agency.
- We let your property as if it were our own
- Available 24/7

## Open Doors Service Level Options

Open Doors offer a range of service levels to suit any landlord's needs...

	Tenant Find	Let Only	Let and Rent Collection	Full Letting and Property Management	What I need from a letting agent
<b>Getting you started</b>					
Free market appraisal and report	✓	✓	✓	✓	
Guidance on current legislation and requirements for letting	✓	✓	✓	✓	
Provide advice on improvements that might increase the let ability of yield potential	✓	✓	✓	✓	
Prepare marketing details, photos, floor plans and EPC	✓*	✓*	✓*	✓*	
<b>Marketing and Tenant selection</b>					
Advertising across multiple platforms including Rightmove, Zoopla, the Open Doors website.	✓	✓	✓	✓	
Accompanied viewings	✓	✓	✓	✓	
Regular feedback from viewings	✓	✓	✓	✓	
Suitable tenant selection (introduction if required)	✓	✓	✓	✓	
Negotiation of tenancy conditions	✓	✓	✓	✓	
<b>Referencing and legalising</b>					
Full referencing Incl. Employer and landlord, Guarantor agreement and credit checking		✓	✓	✓	
Production of tenancy agreement and guarantor agreement if required		✓	✓	✓	
Collection and registration of deposit monies (5 weeks normally taken)		✓*	✓	✓	
Ensure standing orders are set up for on going rent collection		✓	✓	✓	
<b>Off to a good start</b>					
Provide check-in pack and assist with organising tenant/landlord handover	✓	✓			
Check-in with explanation of heating system and Utility set up				✓	
First Property visit 4-6 weeks after check-in; report sent to Landlord and tenants				✓	
<b>During the tenancy</b>					
Rent Collection by Direct debit, landlords paid within 5 working days			✓	✓	
Quarterly inspections and condition reports				✓	
Monitored compliance (GSC and ESC)				✓	
24 Hour maintenance reporting				✓	
Bespoke level of involvement for maintenance and works during the tenancy				✓	
<b>Coming to an end</b>					
Negotiate terms if renewal is requested and draft new agreement		✓*	✓	✓	
Serve Section 21 Notice if requested			✓	✓	
Final inspection 4-6 weeks before the tenancy end				✓	
Accompanied checkout with full checkout report				✓*	
Deposit negotiation and return				✓	

\*may be some additional costs incurred please see the service level agreement attached

# The Open Doors guide to lettings

Open Doors are committed to ethical letting; this means that we seek to be open and fair in our dealings with clients. The notes that follow are designed to help landlords understand the responsibility they have when letting a property.

## Important general points

### Ownership

It might seem a rather obvious requirement, but a prospective landlord must first be sure they are in a position to let their property. You must be able to demonstrate legal ownership of the freehold or leasehold. If you have taken out a mortgage on the property, you must get the permission of the lender before you can let. And if you hold the property as a leasehold, you may also need the permission of the lessor.

### Insurance

Insurance is another vital area. It is up to the landlord to make sure that property and its contents are properly insured, and that the policy covers any furnishings. If you are about to let a property, you will need to inform your insurer of the fact as this may affect the terms and cost of your policy. For instance, the policy will have to cover any periods when the property is unoccupied. Open Doors are unable to advise on insurance and suggest if you have any questions you seek advice from a PRA and FCA accredited insurance advisor.

### Money Laundering Regulations

Before establishing any relationship with a member of the public, the Proceeds of Crime Act 2002 requires that we carry out some basic identity checks. We will ask you for two separate items of evidence; one to verify your identity (passport or driving licence); and one to confirm your address (a recent utility bill or a recent bank or building society statement).

### Costs

There are certain costs a landlord will be expected to meet for the length of any tenancy. These include such things as ground rent, service charges, mortgage payments, rental payments and any hire purchase charges. So it might be a good idea if you have a sum set aside in the case, say, of late or non-payment of the rent by the tenant. We will, of course, do our very professional best to ensure that any tenant is financially able to meet the rent.

It is similarly the landlord's duty to pay for any telephone, gas, electricity, water and council tax bills up to the date that tenancy starts. Whenever the property might be empty – following one tenancy and the beginning of another – the landlord also assumes responsibility for paying council tax on the property. Though, again, we will do everything possible to avoid any voids in the occupancy of your let.

You will also need to tell Royal Mail to redirect any of your post that may have been going to the address of the property you plan on letting.

## Preparing to let 1: the basics

Once you are sure you are legally allowed to let the property, and have checked that your insurance policy is appropriate, you can take the first step to taking on your first tenant.

Before anyone comes to view the property, you should carry out, or have carried out on your behalf, a thorough inspection. The law says that the landlord is responsible for certain repairs of a property. This includes: the structure and the exterior of the building; the supply of water and gas/electricity; sanitary installations such as toilets, sinks, basins, showers and baths; and a functioning heating and hot water system along with proper insulation and ventilation (this will help stop the waste of expensive energy and will help combat that most commonly complained about condition in rented properties, condensation).

The landlord will be required to conduct any necessary repairs and decorations so that the property is in a fit and good state before it comes on to the rental market. As part of the check, you will have to find out if there is any asbestos in the building. Any presence of any asbestos will require specialist advice.



## Preparing to let 2: the regulations and important things to know

There are a number of rules and regulations that apply to the safety of any rented property. These have to be observed.



### Furniture and furnishings

The Furniture and Furnishings (Fire Safety) Regulations 1988 (amended 1989, 1993, 2010) stipulate that all beds, headboards, sofas and chairs pass the match test for flame retardancy.



### Gas safety

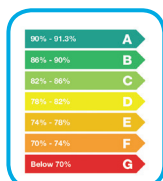
The Gas Safety (Installation and Use) Regulations 1988 set out several requirements for ensuring that any appliances are in good, safe order. Specifically, this means that all gas appliances must be installed (or checked before any tenancy if they are already in place) by a Gas Safe registered engineer, and must be checked at least once every 12 months thereafter.

We will need a copy of the gas safety record before we can agree to let the property, and subsequent annual copies (within 28 days of the maintenance check being carried out). All certificates must be kept for a minimum of two years but it is better to hold them for as long as six years. If a landlord is not able to provide us with a valid certificate, then we will ask a Gas Safe engineer to inspect and test any appliances and to provide us with the necessary documents, a cost which the landlord will have to cover.



### Electrical safety

The Electrical Safety Standards in the Private Rented Sector (England) Regulations 2020 are in force to ensure national standards for electrical safety in rental accommodation not just HMO's. The requirement is for a competent person to inspect and test the electrical installations in a property. This is called a DEICR (Domestic Electrical Installation Report) and is valid for 5 years.



### Energy performance certificates

Since 1st October 2008, landlords have been under an obligation to provide all potential applicants with an energy performance certificate (EPC). As from the 1st April 2018 there will be a requirement for any properties rented out in the private rented sector to normally have a minimum energy performance rating of E on an Energy Performance Certificate (EPC). The regulations will come into force for new lets and renewals of tenancies with effect from 1st April 2018 and for all existing tenancies on 1st April 2020. It will be unlawful to rent a property which breaches the requirement for a minimum E rating, unless there is an applicable exemption. A civil penalty of up to £5,000 will be imposed for breaches.



### Smoke and carbon monoxide monitors

If a new tenancy commences as from October 1 2015 the landlord will have the legal obligation to fix smoke alarms on each story of the property and a carbon monoxide detector in any room with a solid fuel appliance. In addition the landlord is required to have the detector and alarms tested prior to the start of the tenancy and to hold records of such tests. If requested by the landlord, College and County will arrange fitting of the alarms and detector if required prior to the start of the tenancy and testing of the appliances at the landlord's expense. Maintenance of the appliances is the landlord's liability during the tenancy. The tenant is responsible for replacing all defective batteries.



### Houses in multiple occupation

The Housing Act 2004 requires properties that are occupied by three or more people who don't actually form a single household – student accommodation and larger houses often fall under this category – must, in most instances, have a House in Multiple Occupation (HMO) licence from the local council. The precise definition of a HMO can vary from council to council, so it is important to check whether your property needs a licence.

Even if a HMO doesn't need a licence, there are still certain rules – set down by the Housing Health and Safety Rating System – of which the landlord must be aware. A landlord of a HMO will need to make sure that the layouts and facilities come up to minimum standards; that the property is safe and habitable; that they are registered with the local authority and informed of who is occupying the property; and that any fire extinguishers and alarms are tested on a regular basis.



### Risk Assessment

Landlords in the UK are expected to undertake risk assessments against dangers caused by legionella and fire. Templates for this can be made available on request.

### Section 21 and Deregulation Act 2015

The Landlord is advised that as from October 1 2015 under the Deregulation Act 2015 section 33 if the Tenant has reported any lack of condition at the Property to the local authority and the local authority has served an improvement or hazard awareness notice on the landlord requiring work at the Property then the Landlord will not be able to serve a section 21 Notice on the Tenant for six months following service of the Notice. In addition if the Tenant informs the Landlord of any lack of condition at the Property the Landlord must reply within fourteen days. In practice many judges may be reluctant to give possession if a complaint has been made to a local authority by the Tenant regarding lack of repair. It is therefore imperative that all repairs are carried out promptly when the Landlord is notified of any lack of condition or repair at the Property. If Open Doors are not managing or do not hold funds under their management contract to carry out such works then the responsibility falls on the Landlord for all repairs and any further costs incurred. Open Doors have no liability for any losses suffered.

### Let Only Landlords – FYI

If an EPC or current Gas Safety Certificate has not been served upon the Tenant any Section 21 Notice is void. Once the relevant documents have been served on the Tenant and proof has been obtained of service a valid Section 21 can be served. If Open Doors do not manage the Property then the responsibility for compliance rests with the Landlord. Open Doors have no liability for failure of the Landlord to comply with his legal obligations.

### Preparing to let 3: the sell to the tenant

You are going to want to present your property in the best possible light. So, as well as ensuring that you meet the basic demands of the law, you should pay attention to other areas such as the décor, the equipment that comes with the property, and the overall appearance. A spruce, well-appointed property is much easier to let and will command a better rental value.

Given this, you may want to look at getting the property neat clean and tidy and well aired before any viewings. The kitchen should be well appointed and modern, with instruction manuals for the appliances. The bathroom may need a power shower as well as a bath. The carpets, curtains and blinds should be clean (wooden or vinyl flooring might be a good idea too). Just as clean, too, should be the windows. Given the layout of the property, you may want to install as much storage space – fixed shelving units, cupboards, walk-in wardrobes – as the design allows. The exterior of the property should have good paintwork, any garden tidied, its grass cut and any plants pruned, and any garage area emptied.

### Refurbishment Service

We will supervise and arrange decorative works, the supply and fitting of carpets and curtains and the provision of furniture. Estimates and/or quotes will be disclosed and agreed separately to these Terms and Conditions prior to works being started.

The Landlord shall provide us with sufficient funds prior to works being commissioned on their behalf. A fee of up to 12% (inc VAT) of total expenditure incurred shall be charged upon completion of the agreed works.



### Overseas landlords

Special rules, drawn up under the Finance Act 1995, apply to overseas landlords. Whilst an overseas landlord may be considered non-resident for tax purposes, they still have to pay United Kingdom income tax arising from rents received in this country. Unless exemption is received from the Inland Revenue that the landlord may account for tax themselves under the self-assessment regime, we will be obliged by law to deduct tax at the basic rate from rents received and account to the Inland Revenue for these monies on a quarterly basis.

Overseas landlords are responsible for obtaining their own exemption and should note that any exemption is not transferable. It should be noted that no interest is paid to Landlords on tax retentions held by us. Where a Landlord is considered non-resident for taxation purposes and is not in possession of an exemption from the Inland Revenue, a charge per property of £40 per quarter will be made for the work carried out in submitting the quarterly and annual returns and the preparation of final certification.

Under the Landlord and Tenant Act 1987, landlords must provide us with an address for themselves anywhere in the world on demand of any rent. If you are not resident in the UK but have a representative in this country, we will also need their address so they can accept any notice served by the tenant during their tenancy.



### The tenancy agreement

Once you have agreed to these terms and conditions, as a landlord you authorise us to sign the tenancy agreement, guarantee form and other legal documents that enable us to let the property on your behalf. If you wish to sign the tenancy agreement, you will need to notify us in writing. We require three months' notice of any plans you have to terminate the agreement or to change the management services. We are, however, allowed to take the management services fee for the full term of the tenancy even if this period is longer than the three months of notice. In cases where less than three months' notice is given, we can charge £100 per tenant or the full management services fee for the notice period (whichever is the greater). If we find a tenant, but the property is withdrawn from the market before occupancy can begin, we will charge a fee.

### Letting: the practicalities

Once we have found a tenant for your property, there are a few other important practical matters that must be considered

### Rent Collection Procedure

- We shall collect rent by standing order as per the tenancy agreement and endeavor to pay landlords less our fees and any expenses incurred within 5 working days of receipt of funds. Payments will be made into the landlords nominated bank account.
- Our Pro-active strategy towards rent chasing and careful tenant selection has resulted in our arrears currently running at 0.01% of the total incoming rent.
- Below I have outlined the basic monthly procedure for rent chasing:
- Rent due as per the tenancy agreement (if not collected) Email day one (if not collected) Email/phone day four (if not collected) Email day seven all liable parties including Clients.
- If rent arrears persist we will take our Clients instruction on how to proceed. Our Clients are notified of any arrears and actively engaged in negotiation of any repayment schedule.

## Tenant Management

Establishing and maintaining a professional relationship with your tenants not only ensures minimum dilapidations but also enables us to provide virtually void free lettings



### Tenancy deposits

As from April 2007, all deposits paid by tenant on assured shorthold tenancies are given special protection by a tenancy deposit scheme authorised by the government. The deposit must be registered with such a scheme, and the tenant must be given a set amount of information within 30 days of receipt of the deposit. This includes: contact details for deposit scheme; contact details for the landlord or the letting agent; information explaining the purpose of the deposit and what claims on it the landlord can make; details of how to apply for the release of the deposit, information on what happens if there is a dispute about the deposit and the deposit certificate.

At the conclusion of the tenancy, both the landlord and the tenant must agree any amount the landlord claims from the deposit for repairs or dilapidations.

We are members of TDS and DPS and funds will be held in accordance with the 2004 Housing Act.



### Keys

As a landlord, you will need to supply a minimum of one set of keys for the property for each tenant and two more sets for us. If the keys allowing access to the property include any security keys, you must provide us with a letter of authority so that additional copies may be obtained if required. If sufficient keys are not provided, we will arrange for further copies to be made at the landlord's expense.

### Detailed check in report

A detailed check in report will be drawn up and provided to the tenants which will include a copy of the EPC; a copy of the Gas Safety Certificate; a copy of the Electrical safety report; manuals for the appliances; specific instructions for running the property; and details of the location of the fuse box and stopcock. A fully managed property will receive one of these as a matter of course.

### Complaints

If you have any complaints, you must submit them in writing to us. In return, we will guarantee a response in three working days. Open Doors is a member of the Property Ombudsman Scheme and adhere to their code of practice.



### Acceptance of terms and conditions

We are legally required under the Unfair Terms in the Consumer Contracts Regulations 1999 to ensure that our standard terms are fully understood and acceptable. If you feel uncertain about these terms, please do ask us and we can discuss them in more detail with you. These terms and conditions shall be governed by and construed in accordance with the laws of England and Wales. The parties agree that the English courts shall have exclusive jurisdiction.



## THE LETTINGS AND MANAGEMENT PROCESS

