



Stress-free letting and property management



LET
it

LET-it provides a comprehensive letting and management service

STRESS-FREE LETTING

There will always be an element of risk when letting a property and areas where you may feel uncertain about the regulations. Our aim is to minimise that risk by providing you with letting and management services that are genuinely comprehensive. Our staff have a wide understanding of current regulations and our many years of experience in the letting business mean that you can depend on our inside knowledge.

MEMBER OF ARLA

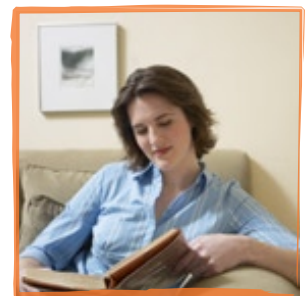
LET-it are members of ARLA, the Association of Residential Letting Agents. This is the regulatory body for the letting industry. Our membership means:

- All of our staff are trained to a least ARLA stage one, indicating a basic understanding of the letting process.
- Some of our staff have passed ARLA stage 2, demonstrating an advanced knowledge of letting regulations and some legal comprehension.
- We will follow industry guidelines and best practise at all times.
- In addition to our professional indemnity insurance cover, we are covered by a bonding scheme which provides financial protection for client monies.
- We are governed by the Code of Practice providing a framework of ethical and professional standards at a level far higher than the law demands.

INFORMATION FOR LANDLORDS

Please take time to read the information in this booklet carefully. Letting brings with it a great deal of responsibility, but by taking advantage of our knowledge and experience much of the stress associated with the landlord's role can be removed. Our aim is to work with you to make the letting process smooth, enjoyable and profitable.

- These notes are designed to answer all the practical questions you may have in relation to letting your property.
- This information is intended for guidance purposes only. A management agreement will be enclosed at the back of this brochure.



Getting Started



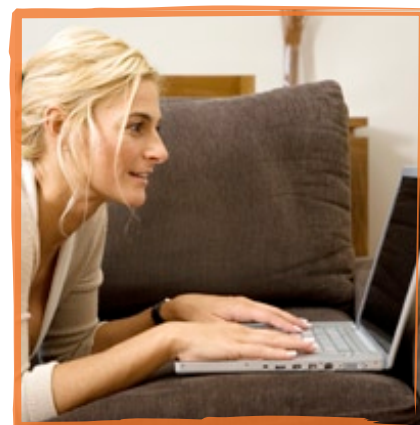
REGISTER WITH YOUR LOCAL COUNCIL

All landlords are required to register with the local council and provide details of the properties they own. A prospective landlord will also have to prove that he or she is 'a fit person to be a landlord'. While this may sound onerous; , in practice, unless you have been convicted of an offence related to property management, there should not be a problem.

Different councils charge varying fees for this registration process. Our representative will help you through this process as we will be unable to market your property without proof of registration.

You will need to register with each local authority where you own a property and also register each individual property you own. It will cost you £55.00 for the first local authority and £13.75 for subsequent ones. Then a sum of £11.00 for each property you own. These fees will be discounted by 10% if you register online. Registration will last for three years. If the property is held in joint names and the second person is NOT a member of the main applicants family then two applications will need to be made and two fees will be charged.

If you do not have internet access, you can contact each local authority on the numbers below. To find out which local authority your property is in please refer to your council tax bill. Whichever method you use, when you apply you will be asked for your letting agents' details and a reference number which is detailed below. Only use the registration numbers if your property is FULLY managed by us, if we only provide a tenant finding service for you these numbers should not be used.



www.landlordregistrationscotland.gov.uk		
Local Authority	LET-it Agency Reference	Contact Numbers
Renfrewshire	06282/350/16410	0141 840 3454
East Renfrewshire	06282/220/16400	0141 577 3573
Inverclyde	06282/280/16410	01475 712 367
Glasgow City	06282/260/16400	0800 027 0414
North Lanarkshire	06282/320/17010	01698 403150
South Lanarkshire	06282/380/16420	01698 454941
West Lothian Council	06282/400/17010	01506 775000
East Dunbartonshire	06282/200/16400	0141 578 8273
West Dunbartonshire	06282/395/20190	01389 738652
North Ayrshire	150348/310/14310	01294 311998

Once you have been given your own registration number(s) we will need you to provide us with those details. If you do not provide us with your number(s), we will not be able to manage your property.

Let your Property FURNISHED, PART-FURNISHED, UN-FURNISHED

Deciding whether to let Furnished, Part-furnished or Unfurnished depends on your individual circumstances. Our property manager will give our recommendation when they visit your property. Details of furnishings required for fully furnished properties can be found on page 10 of this booklet.

From our experience we know that the standard to which your home is presented has a huge bearing on the quality of tenant who will choose it, the rent level it will achieve and how long it will remain unoccupied.

We strongly advise that any personal, delicate or irreplaceable objects including Hi-Fi & Television should be removed. Remember that any furnishings which you decide to leave in the property for the tenant's use will have to be maintained by you and you will also be responsible for the TV licence!

Let us do the ADVERTISING

As well as our shop front, we advertise using a variety of media options. Although not directly advertising any individual property, we find that by advertising in the Yellow Pages we receive a vast number of enquiries from prospective tenants. Most of our enquiries now come through the internet so as well as our own web site at www.let-it.co.uk we are with all the major letting portals - S1homes, rightmove, GSPC, letting web and citylets to name just a few.

We charge an 'all-inclusive' fee which covers all these forms of advertising until the property is let. In the event of you withdrawing your property from the market prior to us finding a tenant, you would still be liable for this charge.



If required, we can arrange extra, specific advertising of your property. However, the cost of this would be borne by the property owner.

CONSULT YOUR MORTGAGE LENDER

Mortgage lenders insist that their consent must be given prior to the letting of a property, and many lenders usually make a charge for this. We will require a copy of your Mortgage

Holders Agreement for marketing to begin. You should therefore consult with your mortgage lender at the earliest opportunity. If requested, we can provide your mortgage company with a copy of our lease agreement.

ARRANGE INSURANCE

Owners must ensure that their property and its contents are adequately insured. You should inform your Property and Contents Insurers, in writing, of your intention to let the property as failure to do so may result in the rejection of any subsequent claim. You should ensure that all premiums continue to be paid when due and that the insurance cover does not lapse.



We can offer various insurance products relating to the letting of your property. Further information is available on request.

A copy of your buildings insurance (and contents where applicable) must be lodged with us.

INFORM THE FACTOR

Any factoring accounts will still be payable by the owner. You should therefore notify the factor of your home address to enable them to bill you direct.

CONSIDER YOUR INCOME TAX SITUATION



In April 1996 a new Self-Assessment taxation system was introduced. All income from property letting, both furnished and unfurnished, will be assessed under Schedule A, and the wear and tear allowance will remain for furnished properties. Records of rents received and expenditure incurred in relation to ownership of rented property will need to be kept by the owner, as this information will have to be included in the individual landlord's tax return when it is submitted to the relevant Tax Office. You must therefore keep all monthly statements received from us for this purpose.

If you are intending to live abroad please note that in accordance with Inland Revenue Regulations regarding income received by owners of rented property, you are required to complete form NRL1. In the event of us not receiving confirmation of exemption from the Inland Revenue, we must deduct Tax at the basic rate, from all rentals collected on your property. These monies are held in an interest bearing account for payment to the Inland Revenue as and when requested.

Further to this, you must notify us if you move overseas at any time after passing the management to ourselves. Inland Revenue make regular checks of our records and issue punitive fines if they find incorrect information in this regard.

ARRANGE MAIL FORWARDING

If you are moving out of a property, arrangements should be made by you with the Post Office to have your mail forwarded to your new address. Neither LET-it nor the tenant can be held responsible for the redirection of mail.



Maintaining the Property

INVENTORY

We will prepare an inventory of furniture and effects within the property. This enables us to check the property at the end of a tenancy and quantify as far as is practical, any discrepancies that there may be. Although we make every effort to ensure there is no damage to the property by carrying out a walk through inspection every three months, we cannot be held responsible for any such damage.

GAS & ELECTRICAL SAFETY CHECKS

Please note that all Gas installations must be serviced and inspected annually by British Gas or a C.O.R.G.I. registered contractor. We will arrange to have these checks done when taking on a property and on a yearly basis thereafter. Similarly all electrical installations and appliances must be checked regularly to comply with safety standards. Owners must agree to this work being carried out before we can market the property as, again, there are sizable fines for non-compliance. A charge per Safety Certificate will be deducted from any rental payment due to you.

TELEPHONE, ELECTRICITY and GAS BILLS

We recommend that telephones in your name should be disconnected when you vacate the property and tenants should make their own arrangements to have the line reconnected.

Under the terms of the lease, tenants are responsible for their own Gas & Electricity Supply. We will advise the relevant services of the tenant's moving in and vacating dates.

Owners are responsible for all vacant periods. However, we will take entry readings for the tenants and pass the readings to the relevant services.



COUNCIL TAX

The responsibility for the payment of council tax up until the date when a tenant moves in and during any subsequent vacant periods lies with the property owner. We will advise the Local Council of any new tenants moving into and vacating the property. However, it is the owner's responsibility to claim any discounts, and pay any accounts, which may be due by them.

INFORMATION FOR TENANTS

It is essential for owners to provide a folder containing instructions for central heating, electrical and gas appliances. It would also be helpful to tenants if details of the day on which the refuse is collected, arrangements for stair cleaning etc. are left in the property.



REPAIRS

We contact reputable builders, decorators, plumbers, electricians, gardeners and general workmen who will deal with any matters promptly. Unless requested otherwise, we will instruct minor repairs up to £150 + VAT without notification of the owner. However any repairs over that amount will be notified to you unless an emergency has arisen.

We require the confidence of clients to use our discretion in this respect. Should you wish us to contact a particular trades person with regard to repairs/maintenance, please include this information on the Home Owners Details Form.

Please note we reserve the right to have work carried out should your own choice of trades' person not have carried out the work within 24 hours of our report

TENANTS

Our experienced staff will interview all tenants and take up references, normally via a Credit Referencing Agent. If it is not possible to obtain references for a tenant, guarantors are usually required. Deposits against dilapidation are taken and retained by us, as Agents for the landlord, until the termination of the tenancy.

RENT PROTECTION GUARANTEE

A rent protection guarantee is available for a small additional fee; it pays out to the landlord if the tenant defaults on the rent at any time during the first six months. As always there are terms and conditions attached but we see this as an extra benefit to you, which should add a little piece of mind.

DEPOSITS

At the commencement of the let the tenant pays a Deposit, which may vary dependant upon the circumstances of the let, but will normally be equivalent to at least one month's rental. We will hold this deposit against damage or dilapidations that may be caused by the tenant, allowing for fair wear and tear. The tenant is required to provide a forwarding address to allow us to confirm the end of tenancy to Council Tax department. We must also be satisfied that the property is left in a clean and tidy condition when the final inspection takes place, before the return of their deposit. Please note any interest accrued on these monies are retained by LET-it.

Most disputes with tenants are in regard to deductions we make through ARLA at the end of a tenancy. To assist with this we have become members of the Tenant Deposit Scheme (TDS). In the event of a dispute, we send off the deposit, together with all our correspondence, paperwork and photographic evidence to an independent arbiter to make a binding decision. We therefore cannot pass on any money from the deposit that may be due to the owner until this process has been completed.

LEASES & OBTAINING POSSESSION

Once a tenant has been selected we will prepare a lease agreement under the Housing (Scotland) Act 1988 for a minimum fixed term of six months. We take every precaution to ensure that possession can be regained at the end of the tenancy. It should be noted however, that once let, the tenant is entitled to remain in occupation for the full duration of the fixed term providing the covenants contained within the Tenancy Agreement are being complied with. In the event of the tenant not vacating the property at the end of the tenancy, possession can only be obtained by Court Order.

LANDLORD'S LEGAL PROTECTION

We are currently able to offer a comprehensive legal protection policy for homeowners or landlords letting their residential property. The policy is available to any landlord, private individual or company whose property is let under an Assured Shorthold Tenancy or other protected tenancy under the Housing (Scotland) Act 1988. If you are interested in this service, please ask for more information.

RENT ARREARS/LEGAL ACTION

It can sometimes occur that tenants, for a variety of reasons, find themselves in difficulties and this can result in problems of rent arrears. If legal action is required in order to obtain payment of rent arrears and/or repossession of your property then this would involve the services of a solicitor. You can employ your own solicitor in such cases or we can arrange for such matters to be dealt with by a local solicitor. In any event you would be directly responsible for all costs in connection with any legal action taken against the tenant.

SALE OF THE PROPERTY

In the event that a tenant introduced to you by us negotiates the purchase of the property, which they are renting, or has rented within the previous 6 months, we will charge a fee of £350 + Vat.

In addition to this we are often asked to source properties suitable for letting to new and existing clients. If you request us to sell your property on your behalf for this purpose, a fee of 1% + VAT of the agreed sale price will be charged.

OTHER SERVICES

In addition to the letting and management services detailed above, there are many other services that we can offer to you, either ourselves or through specialist partner companies.

These include:

- Property sourcing
- Buy-to-let advice
- Mortgage advice *
- Legal advice*
- Furnishings
- Estate agency*
- New property inspections

* Service provided by a partner company

If you would like more information about any of these services please contact one of our offices.

Un-furnished, Part-furnished & Furnished Letting



ITEMS OF FURNITURE

When you let a property it should be left fully furnished, part furnished or unfurnished, and ready for immediate occupancy. The following list shows what is required for each type of let.

Un-Furnished Accommodation

Carpets only

Part Furnished Accommodation:

Carpets, Curtains/Blinds, Light Fittings, Washing Machine, Cooker and Fridge

Furnished Accommodation

LOUNGE: Carpet Curtains Centre light with shade Lounge suite Occasional tables and lamps Vacuum cleaner	KITCHEN: Cooker Washing Machine Fridge Kettle Iron and Board 4-pce. crockery 4 pce. cutlery Cooking utensils Pots and pans Curtains Carpet/lino Centre light with shade
BEDROOM: Bed (double or single) Duvet, duvet cover, sheet, Pillow and slip Wardrobe Chest of drawers Curtains Centre light with shade Carpet	

All items of a personal nature should be removed with the exception of a few pictures, ornaments etc.

Further necessary items include Smoke Alarm, Garden Equipment and Dining Table and Chairs where applicable.

If there is not Central Heating in the property each room should have an independent heater provided.

We also recommend that all beds be made up as this makes the property more appealing to potential tenants.

A Landlord's Guide To Safety Regulations

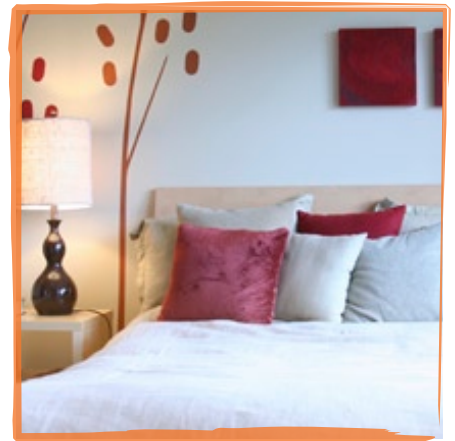
This Guide explains the implications and requirements of the various safety legislations that are currently applied to rented residential property. It is intended for guidance purposes only and is not an authoritative statement of the law. Should you require further clarification you are advised to contact the appropriate authorities direct.

The following safety regulations apply:

- The Furniture & Furnishings (Fire) (Safety) Regulations 1988 & Amended 1989 & 1993 Re: 1993
- The Gas Safety (Installation and Use) Regulations 1994
- The Low Voltage Electrical Equipment (Safety Regulations 1989)
- Electric Equipment (Safety) Regulations 1994
- The Building Regulations 1991 - (Smoke Alarms)

THE FURNITURE AND FURNISHINGS (Fire) (Safety) Regulations 1988

THE FURNITURE AND FURNISHINGS (Fire) (Safety) (Amended) 1989 & 1993



The above regulations were amended in 1993 and have set new levels of fire resistance for domestic upholstered furniture and furnishings. It is now an offence to "supply" in the course of a business any furniture that does not comply with the regulations. This includes supplying furniture as part of a let residential property.

The regulations apply to sofas, beds, headboards, children's furniture, garden furniture suitable for use in a dwelling, scatter cushions and pillows, stretch or loose covers for furniture and other similar items.

The regulations do not apply to: curtains, carpets, bedclothes (incl. duvets) and mattress covers.

All furniture manufactured before 1st January 1950 is not covered by the regulations, as defective inflammable materials were not used prior to that date.

Any furniture manufactured after March 1990 is likely to comply but if the appropriate labels are not on the furniture, compliance is in doubt and checks should be made with manufacturer.

We can only accept instructions from you on the understanding that all appropriate furnishings that you are providing as part of the proposed letting comply with the above Regulations.

ENERGY PERFORMANCE CERTIFICATE (EPC's)

With effect from the 4th January 2009 every rented property being marketed for Let must have a valid EPC. These are NOT required where there are sitting tenants' but only when the property is RE-LET. This certificate is valid for 10 years and must be kept in the property at all times. LET it will arrange this on your behalf.



THE GAS SAFETY (INSTALLATION AND USE) REGULATIONS 1994

These regulations came into effect on 31st October 1994 to ensure that all gas appliances are properly installed and maintained in a safe condition so as to avoid the risks of carbon monoxide poisoning.

As from 31st October 1994 it became law for all "Gas Appliances" and "Gas Installation Pipework" in rented property to be checked and serviced annually by British Gas or a member of the Council for Registered Gas Installers (CORGI) and that accurate records are kept of these safety inspections and any work carried out. These records must be made available to any tenant on entry to the property. Copies of all records must be submitted to us as your agent.

"Gas Appliances" includes any fitted gas appliance, for example:

- Central Heating Systems
- Gas Heaters
- Gas Fires
- Gas Water Heaters
- Gas Cookers

"Gas Installation Pipework" includes gas pipework valves, regulators and meters.

Faulty equipment can lead to fatalities and a subsequent conviction against the landlord.

We can only accept instructions on the basis that either LET-it or you arrange for all gas appliances, fittings and installation pipework to be safety checked and serviced prior to the proposed letting of the property. A Landlord's Safety Certificate must be supplied for our records.



THE LOW VOLTAGE ELECTRICAL EQUIPMENT (SAFETY) REGULATIONS 1989

ELECTRICAL EQUIPMENT (SAFETY) REGULATION 1994

The above regulation impose an obligation on the landlord to ensure that all electrical appliances left as part of a let property are tested for earthing, insulation and leakage's. Cabling, fuses and plugs should also be inspected and replaced where necessary to the correct rating for that particular appliance.

Other legislation covering electrical installations is currently in force and in order to avoid prosecution, we recommend that all electrical appliances in let property are regularly checked and serviced. Landlords must consider the following action prior to letting:

1. Check electrical appliances for defects e.g. frayed wiring, badly fitting plugs etc.
2. Remove unsafe electrical items.
3. Have appliances checked by a qualified electrical engineer.
An N.I.E.C. Periodic Inspection Report must be supplied for our records.
4. Ensure that instruction booklets are available at the property for all appliances and that any necessary safety warnings are given to tenants.

THE BUILDING REGULATIONS 1991 SMOKE ALARMS

The 1991 Building Regulations require that all properties built since June 1992 must be fitted with mains operated interlinked smoke detectors/alarms on each floor.

Since the introduction of the new Housing (Scotland) Act 2006 (repairing obligations) it is against the law to replace a broken battery operated smoke alarm with another and landlords must now replace smoke alarms with a single mains operated detector. If any rented property is found to be without ANY form of smoke detection system the same rules apply.

The alarms should be strategically placed in the property with a minimum of one on each floor.



N.B.

FAILURE TO COMPLY WITH ANY SAFETY REGULATIONS
MAY ENDANGER THE LIFE OF YOUR TENANT AND
LEAD TO PROSECUTION OF UP TO SIX MONTHS
IMPRISONMENT AND/OR A FINE OF UP TO £5000.

SUMMARY

We hope you have found the information in this pack useful. However, if there are any points which we have not covered, please feel free to contact us. We will be happy to discuss any questions which you may have.

Our Offices

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