

# **HB ENTERPRISES (SCOTLAND) LTD**

## **Property Division**

**VAT registration number 932 6084 27**

### **Residential Leasing**

#### **PROPERTY DESCRIPTION FORM**

#### **PROPERTY ADDRESS and POSTCODE**

#### **Landlord Contact Details -**

Home

Mobile

Email address

|                         |                  |               |                  |          |
|-------------------------|------------------|---------------|------------------|----------|
| Monthly Rental estimate |                  |               |                  |          |
| Date available          |                  |               |                  |          |
| Minimum Lease Required  |                  |               |                  |          |
| Building Style (House)  | Detached         | Bungalow      | Semi             | Terraced |
| Building Style (Flat)   | Self – contained | Part of block | Number of floors |          |
| Floor number            |                  |               |                  |          |
| Furnished               | Unfurnished      |               | Part furnished   |          |

|                                   |                       |                 |                |                     |                   |
|-----------------------------------|-----------------------|-----------------|----------------|---------------------|-------------------|
|                                   |                       |                 |                |                     |                   |
| No of Double Bedrooms             | No of Single Bedrooms |                 | Box Rooms      |                     |                   |
| No of Bathrooms                   | Bathroom with shower  |                 | Shower room    |                     | Toilet            |
| Lounge                            | Large                 |                 | Medium         |                     | Small             |
| Kitchen                           | Dining kitchen        |                 | Fitted kitchen |                     | Galley kitchen    |
| White Goods                       | Freezer               | Washing machine | Dryer          | Gas or electric hob | Microwave         |
| Features of Interest              |                       |                 |                |                     |                   |
| Heating Type                      | Gas                   |                 | Electric       |                     | Other?            |
| Window Glazing                    | Fully double          | Partial double  | Fully triple   | Partial triple      | Single            |
| Garage                            | Integral              |                 |                | Separate            |                   |
| Is loft accessible?               |                       |                 |                |                     |                   |
| Parking                           | Private               |                 |                | On-Street           |                   |
| Security                          | Entry system          |                 | Alarm          |                     | Security lighting |
| Who are Gas - Electric suppliers? |                       |                 |                |                     |                   |

|   |  |
|---|--|
| An agreement or warranty with Gas supplier? |  |
| Has an Energy assessment been completed?    |  |
| What is the Council Tax band?               |  |
| Age of building?                            |  |
| Is it a Listed building?                    |  |

# **Agency Agreement**

**Date:** .....

**Landlord's Name(s):** .....

**Landlord's Address:** .....

.....

.....

.....

**Contact Numbers:** .....

.....

**Property Address:** .....

.....

.....

**Please sign the foot of each page and complete the signature section on page 21**

# **AGENCY AGREEMENT**

This agreement is made between “the Landlord” of the Property (as stated on page 1) and HB Enterprises (Scotland) Ltd, c/o The Law Practice, 2 Rubislaw Place, Aberdeen AB10 1XN acting as agent for the Landlord and hereinafter referred to as “the Agent”. The purpose of this document is to set out clearly and concisely the extent of the letting and management services offered and the scale of fees charged.

There are two types of service available between which the Landlords may choose.

## **1. Full Management service**

This is a comprehensive service provided for the duration of the management contract: outlined in full below. This service is only available to properties with a monthly rental of £400.00 or over. It includes:

- Advising on the target rental income
- Marketing the property
- Obtaining satisfactory references for prospective Tenants and, where considered necessary, relevant information from a guarantor
- Preparation of legal Documentation
- Property Inspections to insure the Tenancy is being completed satisfactorily
- Management of any maintenance issues arising before, during or on completion of the Tenancy
- Collection of Deposit and Rent monies

## **2. Let Only service**

A let only may be provided if you intend to manage the property yourself and wish the Agent only to secure a Tenant for your property. This service provides the followings:

- Advising on the target rental income
- Extensive marketing of the property
- Obtaining satisfactory references for the prospective Tenants and , where considered necessary relevant information from a guarantor
- Preparation of Legal Documentation
- Collection of the agreed deposit and first month's rent

## **GENERAL AUTHORITY**

The Landlord confirms that he/she is the sole or joint owner of the property and that he/she has the right to rent out the property under the terms of the mortgage or the head lease. Where necessary, the Landlord confirms that permission to let has been granted by the mortgage. The Landlord authorises the Agent to carry out the various duties of property management as detailed in this Agreement.

## **ADVISING ON TARGET RENT**

As part of both management and let only contracts, an Agent will visit the Landlord to advise as to the likely rental value of the property, giving due consideration to current market conditions locations, conditions of the property and comparable property rental value.

## **MARKETING OF PROPERTIES**

Agents we utilize variety of methods in marketing your property from the traditional i.e. conducting viewings, inclusion in our property schedule, advertising in local press, to more contemporary methods such as internet site.

The Landlord may request advertising over and above that which is provided free of charge and in this event the Agent will negotiate a deal on their behalf with the newspaper of their choice (no additional charge will be made on top of the advertising costs).

## **COLLATE REFERENCES FOR POTENTIAL TENANTS**

Traditionally references collected for tenancy candidate's amounts to little more than banks references. Such references are often of very limited use in determining candidate's credentials. As Agents we believe in using an independent professional reference. The cost of this check is included in your Tenancy Set Up Fee (see page 21). The check provides information on candidate's credit history, employment details and previous addresses over the last three years, personal references, age, marital status etc. All this information is then processed against the

monthly rent on the Property and the length of the tenancy before a written recommendation is offered. Rent Guarantee insurance cover is also an option and a quotation for this can be given on request.

In the event that it proves necessary to obtain a guarantor, the Agent will supply the details of the guarantor to the Reference Agency to run a further check.

### **INDEMNITY**

The Landlord agrees to indemnify the Agent against any costs, expenses or liabilities incurred or imposed on the Agent provided that they were incurred on behalf of the Landlord in pursuit of the Agent's normal duties. To assist the Agent in carrying out these duties effectively, the landlord agrees to respond promptly, with instructions where necessary, to any correspondence or requests from the Agent.

The Agent shall at all times carry out services with all reasonable care and skill and shall conform in all respects with the particulars of the letting and management services as specified in this agreement. To full extent permitted by relevant and applicable law, the Landlord hereby agrees to hold the Agent harmless from, and to defend the Agent against any and all claims, charges, debts, demands and lawsuit. The landlord agrees to maintain an all risks covered property insurance and that the Agent shall be an additionally named insured.

- A) The agent is not responsible or liable in any manner for personal injury to any person resulting from any act or omission not caused by the Agent's negligence including but not limited to injuries or damages caused by:
  - i. Other agents, their associates, inspectors, appraisers and contractors who are authorized to access the Property.
  - ii. Acts of third parties (for example, vandalism, theft, or other criminal acts).
  - iii. Freezing or leaking water pipes.
  - iv. A dangerous condition or environmental condition on the Property, or
  - v. The property's non-compliance with any law or ordinance.

- B) The Agent is not responsible or liable in any manner for any damage to property or equipment, whether consequential or indirect of any kind arising out of or in connection with this Agreement even if such cost, expense, loss or damage was reasonable foreseeable or might have been contemplated by the parties and whether arising from breach of contract, tort, negligence, breach of statutory duty or otherwise.
- C) The Agent is not responsible or liable in any manner for ;
- i. Any late fees or other charges the Landlord incurs to any creditor caused by late or insufficient payments by any tenants in Property or
  - ii. Damages to Landlords caused by a tenant or tenant s breach of a lease.
- D) The Landlord agrees to protect, defend, indemnify, hold the Agent harmless from any damage, costs, legal fees, government actions, and expenses that:
- i. Are caused by the Landlord, negligently or otherwise
  - ii. Arise from the Landlord's failure to disclose any material or relevant information about the property.
  - iii. Arise from the Landlord's failure to complete any disclosures, notices, registrations and permits required by the law or a lease of the Property
  - iv. Are caused by the Landlord's giving incorrect information to any person, or
  - v. Are related to the management of the property and are not caused by the Agent negligently or otherwise.
- E) It is further agreed and understood by the Landlord that the Agent is acting for the Landlord only and shall not in any event be held liable to the Landlord's or the Tenant for the fulfillment or non fulfillment of any of the terms or conditions of the lease, for any action or proceedings that may be taken by the Landlord against the Tenant, or the Tenant against the Landlord. The lawsuits, causes of action, claims, losses or liability of any nature whatsoever with regards to the Property that may arise between the Landlord and Tenant.

- F) The Landlord unequivocally agrees to protect, indemnify, and hold the Agent harmless against any claims that the Landlord may have against the Agent (including their agents, employees and contractors) arranged by the Agent for any defect in workmanship, negligence, willful misconduct or delay that may arise as a consequence of their services
- G) The Landlord is responsible and liable for all contractors and obligations related to the property (for example, maintenance, services, repair and utility agreements) entered into before or during this agreement by Landlord or by the Agents under the Agent's authority under this Agreement. The Landlord agrees to hold the Agent harmless from all claims related to any such contracts.

The Agent will not accept responsibility for frost or cold weather damage to water systems, for damages to the Property resulting from vandalism, natural disaster and/or acts of god, whether occupied or vacant in connection with access by a key box or otherwise or subsequent damaged caused thereby at any time; the Landlord should therefore ensure that such risks are covered by insurance. It is recommended that adequate arrangements are made with a third party to protect water systems from cold weather.

To the extent that such loss, damage or injury results from negligence on part of the Agent, the aggregate of the Agent's liability shall not exceed £1000.00.

If after signing our management agreement, the Landlord decides to decline our services for the whatsoever reason, at any stage prior to the prospective applicant or applicants signing the assured shortlisted tenancy, the Landlord shall be liable to pay to use an administration charge of £150.00+VAT.

## **PREPARATION OF INVENTORY**

It is a prerequisite of the management service that a full inventory detailing both contents and state of décor is provided before your property is leased out.

An inventory is an essential part of your protection against damage to the contents of your Property and subsequently while we do not insist that let only contracts provides one we

would nevertheless strongly recommend that they do. If your property is unfurnished we still insist on an inventory covering the décor, fixtures and fittings.

**NOTE: Even with the provision of an inventory, items of exceptional value should not be left within the property without the prior consent of the Agent.**

### **PREPARATION OF LEGAL DOCUMENTATION**

When an acceptable Tenant has been found and the inventory (in let only agreements only if one has been supplied or instructed) has been checked and signed by the Tenant and the Agent, the legal documentations will be drawn up. This documentation will be in the Agent's standard format and it is agreed that as Agents for the Property the Landlord consents to the Agents signing on their behalf. Once the documentations have been signed, a copy will be supplied to the Tenant should Landlord, their advisors or mortgage lenders require amendments to the contract or require the Agent to enter into further work or correspondence, an additional fee for this work may be requested. It is agreed that the Agent may sign the tenancy agreement(s) on behalf of the Landlord.

If the Property is on a let only basis the original will be sent to the Landlords, if however the property is to be managed the Agent will retain the original and a copy will be made available to the Landlord on the Landlord's request.

### **COLLECTION OF RENT AND DEPOSIT**

On completion of the legal paperwork the Agent will collect the first month's rent along with a deposit to be held against damage to the property during the course of the tenancy (this deposit will be a minimum of one month's rent).

If the property is on a lent only basis, these funds will be transferred to the Landlord's bank account within six working days. **The agreement between the Landlord and the Agent will terminate on completion of this task.**

If the property is on a management contract, the Agent will hold the deposit in a non-interest bearing account until completion of the tenancy wherein it will be returned back to the Tenant less any charges levied. The initial rent payment and subsequent payments will be collected by the Agent and forwarded directly to the Landlord's bank account, after the deductions of any fees and expenses due or incurred for the period, within six working days of collection.

Whilst the Agent will make every effort to collect and disburse rent payments on time, we shall not be held liable for defaulted payments from Tenants due to Landlords. Further, if any payments made by Tenants are received after the due date, the Agent hold no responsibility for any Landlord commitments, such as mortgage payments or any direct debit payments.

The Agent reserves the right to correct any payments errors made, but identified at a later date.

In the circumstance, were a Tenant moves out mid-way through a lease month and another Tenant moves in, the first Tenants may be entitled to pro-rata refund of the rent which has now been met by the new Tenant. The Landlord is not entitled to double rent for any such period.

## **LEGAL PROCEEDINGS**

The Agent will endeavor to ensure that rents are collected timorously. In the event of continued non-payment of rent or breaches in the terms of tenancy agreement the Landlord will be advised accordingly. A solicitor will then be appointed and instructed by the Landlord (except where the Agent is unable to contact the Landlord, the Agent may instruct a debt collection agency or solicitor on the Landlord's behalf). The Landlord is responsible for payment of all legal and other related costs.

## **PROPERTY INSPECTION**

As a part of the management contract the Agency will inspect the property every three months during the tenancy. The purpose of these inspections is to ascertain whether the tenancy is being conducted in a proper manner and to ensure that the general superficial condition of the property does not deteriorate. This is not an inspection of the structure or components of the Property nor

can the inspection anticipate future events or changes to the property and/or its components. It is not feasible to complete full inventory checks during three monthly inspections. The results of these inspections will be communicated to Landlord in writing.

On the conclusion of the tenancy the Agent will carry out a final inspection. At this inspection the full inventory will be checked and any omissions shall be reported to the Landlord. This inspection will not however include nor verify the working of electrical equipment, plumbing or heating systems and subsequently should such checks be required a qualified tradesman should be appointed.

In event that items are found missing from the inventory, or damage having occurred to the Property, the Agent will endeavour to liaise with the Landlord concerning the cost of such loss or damage. The final decision as to what funds will be deducted from the Tenant's deposit to cover any loss or damage will be made by the Agent.

## **PROPERTY MAINTENANCE**

The Landlord warrants that the property is made available in good and lettable condition and conforms to all current legal regulations. The Landlord agrees to make the Agent aware of any ongoing maintenance problems.

In the event of maintenance being required during the course of the tenancy the Agent has authority to instruct contractors provided that such work does not exceed an expenditure limit of £200.00 per item or repair. The Agent will only be responsible for carrying out minor repairs and emergencies with gas and electric central heating. In the event that the maintenance required exceeds this limit, the Agent will seek authorization from Landlord, however it is understood that in an emergency or after reasonable attempt has been made to contact the Landlord the Agent may instruct works in excess of this limit.

There are also certain legal obligations that a Landlord must meet when leasing out a Property. There must be a valid Gas Landlord's Report and the Property's Central Heating system must always be functional. If the Agent identifies a case where these obligations are not met, after

reasonable attempt has been made to contact the Landlord, we may proceed with rectifying the situations at the Landlord's expense. You may have a service contract in place for your gas appliances which provides an annual Gas Landlord's Report.

The Agent will endeavor to employ only respected tradesman to carry out work on the property, but cannot offer personal guarantees on the work done nor will liability be accepted for any substandard work. The Landlord retains the right to pursue any individual tradesman for any work that they feel to be inferior; the Agent will attempt to provide as much help and information as is feasible to assist the Landlord's case.

### **KEYS**

For all properties the Landlord must provide at least three sets of keys. This is to ensure that at all times the Agent have access to the Property in case of emergency, can access the Property for quarterly inspections and can allow repair work to be carried out . For larger properties where three or more Tenants reside, additional keys must be provided as necessary. In the event that you are unable to provide additional keys before the commencement of Tenancy the Agent reserves the rights to arrange for additional keys to be cut at your own expense.

### **COUNCIL TAX**

Payments of Council Tax will normally be the responsibility of the Tenants in the property. However, Landlords should be aware that where a property is empty, let as holiday accommodations, or let as a house in multiple occupation (HMO), responsibility for payment of Council Tax then rests on the Landlord.

### **RESIDENCE/DOMICILE**

For Landlords resident outside United Kingdom, in accordance with the **Finance Act 1995**, a deduction in respect of Income Tax will be made from rent collected unless a valid exemption certificate is obtained from the Inland Revenue's Financial Intermediaries and Claims Office (FICO) and lodged with Agent. The Agent will prepare and submit the necessary quarterly and annual returns to the Inland Revenue.

## **INSURANCE**

The Landlord is responsible for the buildings and contents (if applicable) being adequately insured. The insurer must be aware that the property is available for letting and the dates of occupancy. In addition if the tenant is claiming housing benefit the insurer must be made aware of this fact.

The Agent recommends the services of Homelet for comprehensive building and contents insurance, however the Landlord is free to use any company of their choice.

Please note that while the Agent will endeavour, whenever possible, to supply insurance agents with such information as is requested, it is the Landlord's responsibility to handle any claims made on the policy.

## **TERMINATION OF CONTRACT**

Written notice to the Agent must be served three months prior to the proposed termination date in order to end this contract. The Agent is similarly obliged to give three months notice. If the contract is terminated by the Landlord during the course of tenancy and that tenant is to remain at the property, a fee equivalent to three month's management will be payable to the Agent.

The Landlord shall provide the Agent with any requirement for return and repossession of the property at the earliest opportunity. Landlords should be aware that any tenancy agreement entered into on the Landlord's behalf is a binding legal agreement for the team agreed. Details of tenancy agreement being entered into will be communicated to the landlord as soon as possible. Landlords should be aware that the legal minimum notice period to Tenants under tenancies is usually two months and this notice needs to be served even in the case of a fixed term tenancy which is due to expire.

## **LANDLORD DUTIES**

The Landlord agrees to;

- a) Cooperate with the Agent to facilitate the showing, marketing, and lease of the property;
- b) Not rent or lease the property to anyone without the Agent prior written approval;

- c) Not negotiate with any prospective Tenant who might contact the Landlord directly, but refer all prospective Tenants to the Agent;
- d) Not deal with or negotiate with any Tenant in the property concerning any matter related to the leasing of the property but refer all such dealings to the Agent;
- e) Not enter into a listing agreement or property management agreement with another leasing Agency for the rental, leasing or management of the property to become effective during this Agreement. Where then Agent are not engaged as the sole leasing agent a fee may be charged for any abortive time or expense in the event that the property is let by another agent;
- f) Provide the Agent with copies of any existing leases or rental agreements related to the Property;
- g) Provide the Agent with keys and access devices to the Property;
- h) Provide the Agent with copies of all warranties related to the property or any item in the property;
- i) Complete any disclosures, notices, registrations, and permits required by law or a lease of the Property;
- j) Amend applicable disclosures, notices, registrations, and permits if any material change occurs during this Agreement;
- k) Notify the Agent if the Landlord becomes delinquent in the payments of ;
  - i. Any mortgage or other encumbrance secured by the property;
  - ii. Property taxes;
  - iii. Property insurance ;or
  - iv. Owner's association fees.

## **LANDLORD REPRESENTATIONS**

### **General**

The Landlord represents that:

- a) They have title to and peaceable possession of the property and all its improvements and fixtures, unless rented, and legal capacity to lease the Property;
- b) They are not in bound by:
  - i. Another agreement with another agency for the leasing of the property that is or will be effective during this Agreement which will prevent the leasing Agency from acting under the powers of this Agreement; or
  - ii. An agreement or covenant that prohibits the Landlord from leasing the property;
- c) No person or entity has any right to purchase , lease, or acquires the property by an option, right of refusal, or other agreement;
- d) They are not delinquent in the payment of any property taxes , owners' association fees , property insurance, mortgage, or any encumbrance on or affecting the property;
- e) The Property is not subject to jurisdiction of any court;
- f) All information relating to the property that is provided at the leasing Agency is true and correct to the best of the Landlord's knowledge.

The leasing Agency may disclose to a tenant or to a prospective tenant any information related to the representations made in this clause.

### **Property Condition**

The Landlord and the Agent are obligated under law to disclose to tenants or to a prospective tenant any known condition that materially and adversely affects the health or safety of an ordinary tenant. The Landlord is obligated to repair any such conditions for a tenant. The

Landlord represents that they are not aware of a condition concerning the Property that materially affects the health or safety of an ordinary tenant.

### **VALUE ADDED TAX**

VAT will be charged at the appropriate rate, currently 20% on all fees and expenses

### **INSTRUCTIONS**

It is agreed that any instructions to the Agent from the Landlord regarding termination, proceedings, major repairs, payment details or other significant details regarding the letting be confirmed to the Agent in writing.

### **LEGAL REQUIREMENTS**

The Landlord must ensure that the property is in a safe condition and complies with the undernoted legislation. It is illegal to let your property until we have been issued with current safety certificates. Acceptance of this agreement confirms the Landlord is aware of these obligations and indemnifies the Agent against any expenses or penalties that may be suffered as a result of non-compliance. The Agent will make available explanatory leaflets to assist the landlord in meeting these obligations.

**GAS Safety (Installation and Use) Regulations 1994:** Gas appliances and installations must be checked and found to be safe by a CORGI registered engineer annually. The necessary certificate must be provided to the Agent prior to the signing of any lease.

**Electrical Equipment (Safety) Regulations 1995:** The wiring at the property relating to both fixed electrical equipment and that incorporated into the building itself must meet all electrical and fire safety regulations. A suitably qualified contractor should check the wiring on regular basis.

**Furniture and Furnishings (Fire) (Safety) Regulations 1988:** All soft furnishings in furnished or partially furnished must comply with fire resistance requirements that came into force in 1988.

**The above -mentioned regulations are subject to change and it is the Landlord's responsibility for ensuring that any amendments to either existing legislation or conditions made mandatory by new legislation are met fully. The Agent has the right to have mandatory work/inspection undertaken at the property if the landlord fails to comply with any act of legislation affecting the property, the costs of which will be met by the Landlord.**

#### **SEVERABILITY**

If a court finds any clause in this agreement invalid or unenforceable, the remainder of this Agreement will not be affected and all other provisions of this agreement will remain valid and enforceable.

#### **USE OF DIGITAL MEDIA**

In order to market your property as effectively as possible the Agent will utilize the latest digital tools to incorporate a picture of your property on our web site and within our schedule. Please tick the appropriate box below:

Yes, I would request that the Agent refrain from digital images of the property in Agent's schedule and on the internet web site (\_\_\_\_\_)

No, I would request that the Agent refrain from using digital images of the property in the Agent's schedule & on the Internet web site (\_\_\_\_\_)

## **PAYMENTS**

I authorize payments to be made directly into the bank account detailed below;

Bank/Building Society Name :.....

Address ;.....

:.....

Postcode:.....

Account Name: .....

ACCOUNT Number: ( ) ( ) ( ) ( ) ( ) ( ) ( ) ( )

Sort Code: ( ) ( ) ( ) ( ) ( ) ( )

(Please complete all details as failure to do so may prevent MPPL from making payments into your account promptly).

## **FEE STRUCTURE**

### **FULL MANAGEMENT SERVICE**

- a) Tenancy Set up fee £150.00
- b) Monthly Management Charges 11% of monthly rent
- c) Maintenance Charges At Cost
- d) Tenancy Extensions £50.00

This fee will be payable if the Agent secures a new lease or if the tenant is still in place six months after the original termination date

- e) Non-resident landlord tax returns £25 per quarter

We advise all overseas landlords to apply for an exemption certificate. All rents can be paid free of tax. Please ask if you require advice

## **LET ONLY SERVICE**

f) Tenancy Set Up Fee                    75% of month's rent (minimum charge £350.00)

## **OTHER COSTS**

g) Inventory. The Agent do not personally offer Inventory Services. Should this service this service be required either the Landlord should arrange, or alternatively the Agent can arrange for an independent inventory company to carry this out.

All charges will be drawn from the collected rent. In the unlikely event that any cost should exceed the collected rent the residual cost will be deducted from the following months rent.

All fees are subject to VAT. Any future alterations will be informed in writing.

### ***Acceptance of Terms***

1. I /we, having read the terms and conditions outlined in this agreement, do hereby appoint HB Enterprises (Scotland) Ltd, Property Division as letting Agents
2. I/We confirm that we are he sole/joint owners of the property and have the right to rent the/our Property under the terms of the mortgage or head lease. Where necessary, permission has been granted by the lender.
3. I/we confirm that we are resident in the UK/resident abroad.(Delete as applicable).  
(N.B. If you expect to be living abroad during the term of the lease, or you become a non-UK resident during the lease period, you must inform the Agent or you may be held liable for additional tax and charges.)

The services that we require is that of: Management Services    (\_\_\_\_)

Tick option required                              Let Only                      (\_\_\_\_)

Inventory required: ( )The Agent ( )Own ( ) Independent

(If you prepare your own inventory a small charges will be made by the Agent to check it's accuracy before the Tenants move in)

Signature(s) :.....

Landlords

Print Name(s):.....

Date : .....

Signature : .....

**For and on behalf of HB Enterprises (Scotland) Ltd  
Property Division**

Print Name : .....

Date : .....

## **A GUIDE TO GAS SAFETY REGULATIONS FOR RENTED ACCOMODATION**

This leaflet is designed as a brief guide and summary of the Gas Safety (Installation and Use) Regulations 1994 and their impact on both private and commercial Landlords. One who intends on leasing out property should be aware of the implications of this legislation.

The new regulations make several requirements to gas appliances in properties generally and some additional demands with respect to rented accommodation

### **All Gas Installations**

- Regular maintenance to ensure safety and reliability by a qualified (CORG) gas engineer
- Heating appliance such as fires, water heaters and boilers generally should be serviced once a year. Other appliances still require maintenance although less frequently, the manufacturer's instructions should be consulted.

### **Rented Properties**

As of October 1994, all gas appliances in rented properties are subject to an annual check by law including gas central heating boilers, water heaters, gas cookers etc. The check needs to be carried out by a suitably qualified technician and a certificate should be issued following the checks.

This is important as the maximum penalty for non-compliance with the regulations is a fine of £5,000.

The Regulations require that:

- All works to gas appliances and fittings be carried out by a competent and suitably qualified engineer i.e. CORGI registered
- No person shall install a gas appliance with open flues(Non "room sealed appliance") in a bedroom (or any room used as sleeping accommodation), bathroom or shower room

- Where the gas meter is installed in a meter box, the installer should supply the customer with a suitably labeled key to the box
- The installer or engineer must perform a defined series of safety checks and tests after carrying out any work on a gas appliance
- Any person who installs a gas appliance in a property shall leave instructions for the occupier of the premises
- A person responsible for the premises shall not use a permit to be used any gas appliance that is suspect or known to be faulty or incorrectly installed.

### **Tenanted Premises**

- It is the duty of the Landlord to ensure that all gas appliance and associated pipe-work is maintained in a safe condition and checked for safety at least every twelve months by a suitably qualified engineer
- The same person (or his agent) must keep records of the gas appliance in the Property, dates of inspection, the defects identified and any remedial action taken. These records must be made available on request for the inspection of any tenant who may be affected by the use or operation of any appliance.
- The occupier and Landlord of the premises must be informed of any defect in any gas appliance or pipe-work in the property

### **Ventilation**

A gas appliance needs to draw in adequate supply of air in order to work correctly and safely. Often, vents and air bricks are provided for this purpose and you must take care not to block any ventilation. Check that vents have not been blocked up or otherwise obstructed.

## **Chimneys & Flues**

The products of combustion also need to be safely vented and they usually escape through a chimney or flue. Some early types of flue (e.g open flues) may need to be modified to bring them up to current standards.

If the flue or chimneys is blocked, waste gases may build up in the room. This can be fatal. Flues must be checked before an appliance is fitted and every year when serviced.

The checks required are:

- Check flue is clear and unobstructed
- Clean and check burners
- Pressure test on gas pipe-work

You can also carry out simple checks yourself. These are some important points you should watch for which may show your appliance is not working properly:

- Staining, sooting or discolouration on the appliance or on the decoration around the appliance
- An orange or yellow flame instead of normal blue
- A strange smell when the gas appliance is working

Action required is to:

- Insure that instruction booklets are available at the property for all gas appliances
- Avoid buying or installing second-hand gas appliances into rented properties. Never attempt do-it-yourself installations or maintenance
- Ensure that all gas appliances are checked as soon as possible
- If used appliances are installed, make sure they are checked by a qualified engineer

- Make sure that inspections are made on all gas appliances annually and maintenance is carried out regularly
- It is important that maintenance records are kept for all the gas appliances in each property

## **A GUIDE TO ELECTRICAL SAFETY REQUIREMENTS FOR RENTED ACCOMMODATION**

In recent years new regulations have been introduced to improve safety in rented residential accommodation. All Landlords who own property which is let should be aware of the implications of such legislation. This leaflet is designed to give a summary of regulations which currently exist with particular focus on those pertaining to electrical appliances and their impact on both private and commercial landlords. Further sources of information are given at the end of the leaflet.

The electrical safety regulation requires that any electrical appliances supplied must be safe. Where their safe use requires, appropriate instruction booklets must also be provided. Unlike the gas safety regulations, there is no statutory annual testing interval. Yet, in order to meet the requirements, it is still important that the appropriate checks and safeguards are carried out. The regulations require:

**General Safety:** All electrical equipment supplied must be safe. This will require that the wiring and appliance are checked by a qualified engineer. Unsafe items should be removed.

**Labeling:** From the 1<sup>st</sup> of January 1997 all electrical equipment bought new and supplied in rented property must be marked with the appropriate CE symbol.

**Instructions:** Where the safe use of equipment or appliances relies upon the user being aware of any particular characteristics, suitable information or instructions booklets (in English) should be provided.

### **Electrical Safety Testing**

It is important that both the fixed electrical installation (i.e. the mains wiring) and any supplied appliance and other equipment are safe. Both are easily tested by a qualified engineer.

**Appliances:** It is recommended that electrical appliances are tested prior to the initial letting of the property and annually thereafter. If an individual appliance is used particularly frequently or in a harsh environment (e.g. wet conditions) then more frequent testing may be required.

**Fixed Installations:** It is also important that the fixed wiring circuits are checked for safety. The institute of Electrical Engineers (IEE) recommends this is carried out at least every ten years in a domestic environment.

**Records:** You should keep a record of all appliances tested and checks carried out.

You can also carryout your own simple checks. There are some important points you should watch out for:

**Leads:** Watch out for frayed or worn leads. These maybe dangerous and should be replaced immediately.

**Plugs:** Plugs should be correctly wired and fitted with the correct rating fuses.

The regulations cover all mains voltage electrical goods designed with a working voltage of between 50 and 1000 volts AC including:

- Cookers
- Kettles
- Toasters
- Electric Blankets
- Washing Machines
- Immersion Heaters

## **General Product Safety**

For all rented property there is a statutory right that the Landlord maintains the structure and main services serving the property in good repairs and that it shall be fit for human habitation. There also general product safety regulations that require the Property and items in the Property

to be safe, plus specific provisions relating to any gas appliances or furniture supplied. The product safety regulations state that any item supplied to a customer in the course of a commercial activity must be safe and this is deemed to include the supply of rented property.

The following checks and precautions should be observed:

- Discard any damaged items that may be dangerous
- Provide instruction manuals where appropriate
- Check for obvious danger signs-broken glass, sharp edges, worn leads etc.
- All repairs or building work carried out on the property should be done in accordance with the current building regulations (e.g. use of toughened safety glass in low level glazing)
- Smoke detectors, any supplied fire extinguishers and related safety equipment should be kept in good working order

### **House in Multiple Occupation(HMO)**

Where a house is occupied a bedsits or by “persons who form more than one household” further safety provisions may apply and you should seek further advice.

- Before offering a property for let, it is important to check that all installations (especially electrical and gas) are safe
- Whilst a property is let, an ongoing programme of planned inspection and testing should be implemented on all electrical and gas appliances and results should be recorded
- Avoid carrying out D-I-Y repairs on electrical equipment
- Avoid buying or installing second-hand appliances into rented properties
- Provide instruction booklets for Tenants where appropriate

## **A GUIDE TO FURNITURE AND FURNISHINGS (FIRE SAFETY) REGULATIONS FOR RENTED ACCOMMODATION**

The rules and regulations concerning fire safety in rented accommodation have recently changed significantly. Landlords who own property and intend to let out must be aware of the implications of the new legislations. This leaflet is designed to give a summary of the new regulations and their impact on both private and commercial landlord.

### **The New Regulations**

As of March 1<sup>st</sup> 1993, Landlords letting residential property will be expected to ensure that all upholstered furniture complies with the **Fire and Furnishings (Fire Safety) Regulations 1988**.

In general the fire resistance requirements of the 1988 regulations, as amended I 989, are that:

- Upholstered articles (i.e. beds, sofas, armchairs, etc) must have fire resistant filling material
- Upholstered articles must have passed a match resistance test or , if of certain kinds(such as cotton or silk) be used with a fire resistant interliner
- The combination of the cover fabric and the filling materials must have passed a cigarette resistance test

### **Buying Extra Furniture**

One of the important provisions of the new regulations is that any extra or new furniture added to the property after 1<sup>st</sup> March 1993 must comply with the relevant Fire Resistance Requirement. When buying new or second hand furniture for rental property, you should always check to see that there is an appropriate label. Furniture or furnishing manufactured after the introduction of the regulation in 1989 should all have attached labels.

Both new and second-hand furniture and furnishings will carry labels. A display should be attached to the furniture at the point of sale and a permanent label should also be attached (except on mattresses and bed-bases) to the furniture also and this should be non-detachable.

To ensure you as a Landlord comply with these Regulations;

- Do not buy or provide any furniture for letting which does not comply with the regulations, always check to see that there is an appropriate label
- Keep all receipts for purchase of furniture and retain statutory display labels after purchase as proof of compliance of these Regulations
- Remove or replace all furniture that fails to meet the regulations
- While not compulsory(except in HMOs) in normal residential homes, it is nevertheless sensible to provide a fire extinguisher in the kitchen and to install a smoke alarm also
- If your property is classed as HMO (house under multiple occupation) you may be subject to stricter regulations and requirement to register as an HMO license holder. HMOs are generally larger properties in habited groups of people (i.e. non family groups)

#### **EXAMPLE OF A PERMANENT LABEL WHICH SHOULD BE FOUND ON ITEMS OF FURNITURE**



DISPLAY LABELS

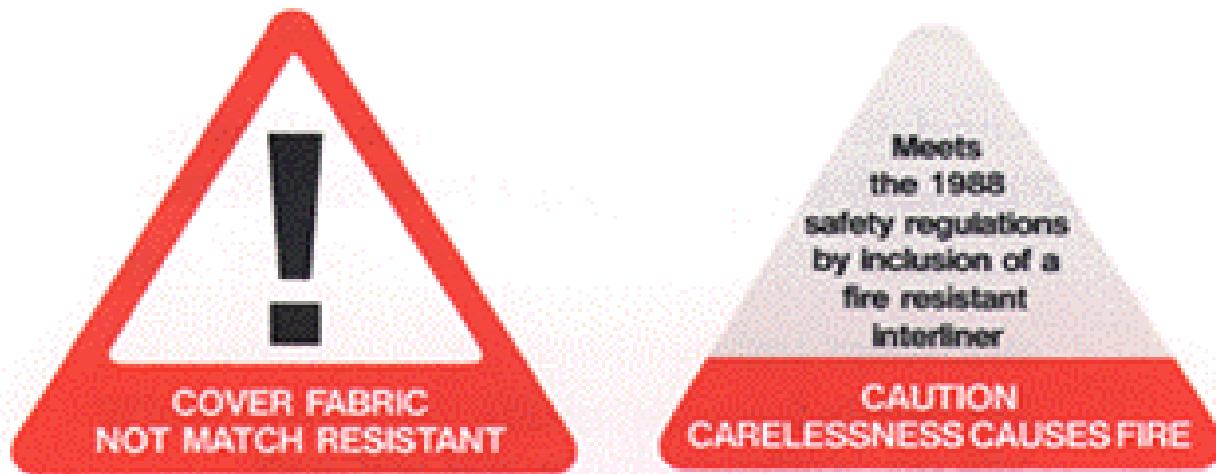
**CARELESSNESS**

**CAUSES FIRE A N Other AB1 2XY**

**Batch No. AB 1234**

**1<sup>ST</sup> MARCH 1990**

*This article contains foam which passes*



***The Specified Test***

***All upholstery is cigarette resistant.***

***Cover Fabric is cotton and is match resistant.***

***This article does not include a Schedule 3 Interliner***

The Regulations apply to :

- Extra furniture purchased after 1/3/99.
- Beds, head-boards of beds, mattresses and pillows
- Sofa-beds, futons and other convertibles
- Nursery furniture
- Garden furniture which is suitable for use in dwelling
- Scatter cushions and seat pads.
- Loose and stretch covers for furniture

The Regulations DO NOT apply to:

- Antiques furniture or any furniture made before 1950
- Bed clothes (including duvets and pillowcases)
- Loose covers for mattresses
- Carpets
- Sleeping bags