GUIDE FOR POTENTIAL LANDLORDS

Introduction

This guide is designed to give potential landlords an insight into the letting of their property and to give details of the service that Wards can offer.

About Wards

Established in 1988, Wards are experienced Chartered Surveyors, Estate Agents and Property Managers providing a comprehensive range of property services. We are based in Hinckley, Leicestershire and serve the wider Midlands area.

We are a management focussed practice and are specialist residential lettings property managers offering a range of services, including a full management service.

We are highly experienced, having dealt with property management for over thirty-five years.

We proactively manage in excess of 400 residential and commercial tenancies for a mixture of clients, ranging from studio flats through to multi-let industrial estates.

We are regulated by the Royal Institution of Chartered Surveyors (RICS) and are members of ARLA Propertymark (Association of Residential Letting Agents), representing the highest in property professionalism:

Royal Institution of Chartered Surveyors (RICS)

Wards are regulated by the RICS which offers our clients confidence and security as the firm practices to globally recognised ethical and professional standards and can be trusted to deliver high standards of service.

ARLA Propertymark (Association of Residential Letting Agents)

We are members of ARLA Propertymark which means we meet higher industry standards than the law demands and strictly adhere to their regulations. Our experts undertake regular training to ensure they are at the forefront of developments in the industry to provide a first-class service and offer you the best possible advice.

There is no mandatory regulation of letting agents. The idea that 'anyone can become a letting agent' is not far from the truth. By using a ARLA Propertymark letting agent you are guaranteed to be consulting with a professional agent who can give you up-to-date advice and guidance.

We can act for either UK resident Landlords or property owners overseas. To date, we have acted for clients in Belgium, France, Germany, The United States of America, Korea, Japan, Australia and Dubai. We have also acted for members of the United Kingdom's armed forces serving in Germany.

The service we can offer:

Our comprehensive letting and management service includes the following:

1. A personal inspection of all properties.

2. Advertising for tenants on Rightmove, Zoopla, OnTheMarket and other major property portals.

3. Taking up references through a reputed credit checking and referencing service.

4. Preparing for signature all legal documentation including Section 8 Notices.

5. Prior to the commencement of the tenancy, taking an in-depth inventory of contents of the same and generally noting the condition of the property.

6. At the commencement of the tenancy, taking from the tenants a security deposit and holding this as stakeholders until termination of the tenancy. Their deposit will equate to 5 weeks rent.

7. Registering the deposit with The Tenancy Deposit Scheme.

8. Collection of rental monthly in advance.

9. Routine inspections of the property on an annual basis.

10. At the end of the tenancy, re-inspecting the property to check over the inventory of contents, generally to ensure that the property has been left in a satisfactory condition. Any damage caused by the tenants or cleaning required will be deducted from the security deposit.

11. Sending a monthly statement of account to the Landlord. If necessary for British Nationals working abroad, we will deduct 22% of the net rental income under current tax legislation for possible tax liabilities, until the Inland Revenue confirms your tax status. In this regard a full statement can be provided for the Landlord's Accountant, whose services we recommend Landlords working abroad should use.

12. If necessary, instructing competent contractors to carry out works of repair on the property and on satisfactory completion of the same, settling their accounts from the rental received. It is condition of our employment that we have authorisation to sanction works up to the value of £250 plus VAT (£300.00).

Responsibilities of the Landlord when letting their property:

The Landlord is responsible for the following:

1. **Landlord Repairing Obligations**
   The Landlord is legally responsible to maintain the fabric of the building, central heating and hot/cold water systems of the property and keep the same in good repair.

2. **Building Insurance**
   It is the Landlord's responsibility to inform their Insurers that the property is tenanted and to maintain buildings, contents, and public liability cover throughout the term of the tenancy and at all times.

3. **Gas Safety Certification**
   A gas safety certificate must be provided prior to the commencement of the tenancy. All gas appliances (including gas fired boilers and gas fires) must be serviced at least annually by a Gas Safe registered tradesman and a gas safety certificate provided.

4. **Carbon Monoxide Detection**
   Carbon monoxide detectors must be installed by the Landlord within the property for ALL properties with gas fired appliances and open fires. A detector is required to be in the specific room of each source, therefore if there are multiple fuel sources appliances, there will be a requirement for multiple detectors.

5. **Electrical Installation Condition Reports**
   An EICR must be provided prior to the commencement of the tenancy and conducted again in line with the specified timescale detailed on the reports provided by qualified electrical contractors.

6. **Smoke Detectors**
   At least one smoke detector must be installed per floor of each property.

7. **Energy Performance Certificate**
   A valid EPC must be ordered and provided within 7 days of the launch of the property marketing and prior to the commencement of the tenancy. The EPC must have a minimum rating of 'E' or above to meet the Minimum Energy Efficiency Standards. EPCs are valid for 10 years and a new certificate must be obtained upon expiry.

8. **Appliances**
   An instruction book in English is to be left with each appliance in order that the Tenant can see how to safely use them.

9. **Furniture**
   Any upholstered furniture left within the property must be fire resistant otherwise it must be removed.

10. **Legionella Testing**
    The Landlord is responsible for ensuring that the Premises are compliant with Health and Safety Executive form ACOP L8 'The Control of Legionella Bacteria in Water Systems' at the start of, and throughout, the Tenancy.

11. **The Blind Cord Safety Regulations 2014**
    Landlords are responsible for the safety of blinds (including venetian, roller, vertical, pleated, honeycomb, roman, Austrian, festoon, panel, plantation, and roll-up blinds) and making sure the cords are safe, whether they or not they have installed them themselves.

12. Mortgaged Property

The Landlord must inform his Mortgagee that the property is to be let. Wards will undertake to comply with the Mortgagee's requirements provided they are notified with the same prior to the onset of the Tenancy.

13. Non-Resident Landlords

When living abroad landlords are responsible for making their own enquiries regarding their tax status and obtaining all approvals from HMRC to receive rent without tax deducted.

Additionally, we recommend the following:

1. That an unfurnished property has good quality carpets and curtains.

2. A furnished property must benefit from the above, plus also a cooker and fridge, furnishings of a reasonable standard and complying with the fire regulation above.

3. Generally, all decorations must be in good and clean condition. We reserve the right that if the property is not clean on the handover to the Tenants, to instruct a separate cleaning company. Basic requirements such as light bulbs, toilet roll holders etc., should also be left.

4. That the garden is in a neat and tidy condition.

Relevant Legislation

The Housing Act 1988, as amended by the Renters Rights Act 2025, introduced Assured Periodic Tenancies. The following are important features of an Assured Periodic Tenancy:

1. An Assured Periodic Tenancy commits a Landlord to let their property to a tenant for a term of at least twelve months.

2. The Landlord must give the Tenant four months' notice to bring the Tenancy to an end on the anniversary date of their rental payment, under the specific grounds of Section 8. The grounds currently applicable are as follows:

Ground	Description	Notice Period	Mandatory / Discretionary	12-Month Restriction	Notes
1	Landlord or family member wants to move in	4 months	Mandatory	Yes	Landlord must have been a previous occupier or intend to occupy as their only or principal home. Cannot be used in the first 12 months of the tenancy.
1A	Sale of the property	4 months	Mandatory	Yes	New ground introduced by the Renters' Rights Act 2025. Landlord intends to sell the property with vacant possession. Cannot be used in the first 12 months.
2	Mortgage lender requiring possession	4 months	Mandatory	—	The mortgage was granted before the tenancy began. The lender is entitled to exercise a power of sale and requires possession to do so.
5	Property needed for a minister of religion	2 months	Mandatory	—	The dwelling is held for the purpose of being available for occupation by a minister of religion as a residence from which to perform duties.
6	Redevelopment of the property	4 months	Mandatory	Yes	Landlord intends to demolish, reconstruct, or carry out substantial works that cannot reasonably be done with the tenant in occupation. Cannot be used in the first 12 months.

7	Death of the tenant	2 months	Mandatory	—	The former tenant has died and proceedings are begun within 12 months of the death. The tenancy has devolved under the will or intestacy.
7A	Serious criminal offence or severe anti-social behaviour	Immediate	Mandatory	—	The tenant, a member of the tenant's household, or a person visiting the property has been convicted of a serious offence committed in or in the locality of the dwelling. No minimum notice period — the landlord may begin proceedings immediately.
7B	Tenant has lost right to rent due to immigration status	2 weeks	Mandatory	—	The Secretary of State has given notice that the tenant is disqualified from renting because of their immigration status under the Immigration Act 2014.
8	Serious rent arrears (at least 3 months' rent)	4 weeks	Mandatory	—	At both the date of notice and the court hearing, at least 3 months' rent is in arrears. If proved, the court must grant possession.
8A	Persistent rent arrears over a 3-year period	4 weeks	Mandatory	—	New ground introduced by the Renters' Rights Act 2025. The tenant has been in at least 2 months' arrears on at least 3 occasions within the preceding 3 years. If proved, the court must grant possession.
9	Suitable alternative accommodation available	2 months	Discretionary	—	Suitable alternative accommodation is available for the tenant, or will be when the possession order takes effect.
10	Rent arrears (some rent owed)	4 weeks	Discretionary	—	Some rent is lawfully due and unpaid at the date of service and at the date of the hearing. The court has discretion and may adjourn if the tenant can pay.
11	Persistent late payment of rent	4 weeks	Discretionary	—	Whether or not rent is currently in arrears, the tenant has persistently delayed paying rent that is lawfully due.
12	Breach of tenancy terms (other than rent)	2 weeks	Discretionary	—	The tenant has breached an obligation of the tenancy other than the obligation to pay rent.
14	Anti-social behaviour or nuisance	Immediate	Discretionary	—	The tenant, a household member, or visitor has caused nuisance or annoyance, or has been convicted of using the property for illegal or immoral purposes. No minimum notice period — the landlord may begin proceedings immediately. The court cannot hear the case sooner than 14 days after service.
14A	Domestic violence — partner has left	2 weeks	Discretionary	—	The property was occupied by a couple, one partner has left due to violence or threats of violence by the other, and the court is satisfied the departed partner is unlikely to return.
14ZA	Rioting — tenant or adult at property convicted of indictable offence at a riot	2 weeks	Discretionary	—	New ground introduced by the Renters' Rights Act 2025. The tenant or an adult residing at the property has been convicted in the Crown Court of a serious offence committed during a riot, as defined in section 1 of the Public Order Act 1986.
17	False statement to obtain the tenancy	2 weeks	Discretionary	—	The tenant induced the grant of the tenancy by a false statement made knowingly or recklessly.

3. You should be aware that under the Housing Act 1988, as amended by the Renters Rights Act 2025, that if a Tenant does not leave the property after Notice has been served, a Court Order would be required for repossession of the same

Fees

Set Up Fee
A Set Up Fee is charged to include finding a suitable tenant, advertising, the preparation of legal documents and an inventory of contents of the property. The set up fee includes:

- Property marketing (including a 'To Let' board) and portal advertising, including Rightmove
- Arranging and conducting viewings
- Full tenant referencing (no additional costs will be incurred for failed references)
- Preparing the tenancy contracts and other move in paperwork
- Conducting and preparing an in depth inventory
- Coordinating the move in process

Management Fee
A Management Fee is deducted as we collect the rent on a monthly basis. Our management service includes:

- Collecting and processing the monthly rental
- Routine property inspections, with reports sent to the Landlord thereafter
- Resolving maintenance issues
- Liaison between Landlord and Tenant throughout the tenancy
- Regular updates regarding changes in legislation affecting residential property
- Conducting the final inspection at the end of the tenancy and handling any Tenancy Deposit Scheme disputes thereafter

Fee Schedule:

- **8% + VAT** Management Fee
- **£250 + VAT** Set Up Fee
- **£50 + VAT** Rent Review Only
- **£20 + VAT** Mandatory Safety Inspection Arrangement Fee (Gas Safety, EICR, EPC, Legionella Risk Assessment etc)
- **£30 + VAT** Deposit Registration Fee with the TDS

GENERAL INFORMATION

We are a Limited Company registered at Companies House (Registration no: 04567836) whose address for service is 20 Station Road, Hinckley, Leicestershire, LE10 1AW.

Our VAT no is GB 485 5212 36.

We are a RICS member, registration no: 001216.

We are a member of the Property Redress Scheme, registration no: PRS014571. Website: https://www.propertyredress.co.uk/

We are a member of the Association of Residential Lettings Agents (ARLA).

Tenancy Deposit Scheme

We are a member of the Tenancy Deposit Scheme ('the Scheme'), which is a government authorised tenancy deposit protection scheme, administered by:

The Dispute Service Limited t/a Tenancy Deposit Scheme
West Wing, First Floor
The Maylands Building
200 Maylands Avenue
Hemel Hempstead
HP2 7TG

Telephone	0300 037 1000
Email	deposits@tenancydepositscheme.com
Website	https://www.tenancydepositscheme.com