



Regulated by RICS

**Guide for Self-Managing  
Landlords**

01992 308181

[info@knightpropertymanagement.co.uk](mailto:info@knightpropertymanagement.co.uk)

[www.knightpropertymanagement.co.uk](http://www.knightpropertymanagement.co.uk)

Knight Property Management is the trading name of Knight PML Ltd.

Registered in England & Wales No. 6484470

Registered Office: The Old Boardroom, Collett Road, Ware, Hertfordshire SG12 7LR

Knight Property Management is regulated by the Royal Institution of Chartered Surveyors (RICS)



This page has been intentionally left blank.

## Carefully Selected Tenants

Getting a quality tenant and building a good relationship with them are the keys to ensuring a smooth running tenancy. It really is worthwhile to make every effort and work hard to keep them happy and 'on-side'. However, to find a good quality tenant means some leg-work is required. It is imperative that all prospective tenants are comprehensively referenced and credit checked, regardless of how genuine and pleasant they may seem.

In some cases you may also require a guarantor. We would recommend you ask for a guarantor for Local Housing Allowance (LHA) recipients (you may also wish to ask the prospective tenant to request for the rental payments from local district council to be paid direct to you). As well as credit-checking and referencing the prospective tenant, a short interview is invaluable for obtaining an intuitive feeling for the applicant, whether it's good or bad! Our instincts often turn out to be correct. This can be done in an informal way when you are showing them around your property.

## General Considerations

Before your property can be let, there are several matters which you will need to deal with to ensure that the tenancy runs smoothly, and also to ensure that you comply with the law. If you require further advice or assistance with any matter, please do not hesitate to contact us.

### *Preparing the Property*

It is important that your tenants feel comfortable in their temporary home, and that they are receiving value for their money. It follows therefore that a well presented and maintained property in good decorative order will help achieve this goal, whilst also achieving a higher rental figure. Tenants are also more inclined to treat such a property with greater respect.

Tenants are now far more particular about what they expect for their money than they used to be and are no longer prepared to take on the old type of rental property. To reiterate what we've already advised, good quality furnishings will encourage your tenants to stay for longer and they will want to keep it looking good. Most people now are aware that the best way to decorate is paint the walls with neutral colours (it's quicker and cheaper to re-paint when required than hang wallpaper). Many landlords opt for laminate flooring as it is easy to maintain and doesn't damage easily, however, there are times when laminate will not do, in flats for example, unless you want to be receiving regular complaints from neighbours about noise. Besides this, many flats have in their lease agreement that laminate flooring is not acceptable.

### *Mortgage*

If your property is mortgaged, it should be via a buy-to-let mortgage, or you should obtain your lender's written consent to the letting. They may require additional clauses in the tenancy agreement.

### *Leaseholds*

If you are a leaseholder, you should check the terms of your lease, and obtain the necessary written consent before letting.

### *Insurance*

You should ensure that you are suitably covered for letting under both your buildings and contents insurance. Failure to inform your insurers may invalidate your policies. Many insurance companies have a landlord's insurance policy which is specifically for people in your situation. You should also inform your tenants to take out their own contents insurance for their belongings otherwise they won't be covered in the case of an accident or loss.

### *Bills and Regular Outgoings*

We recommend that you arrange for regular outgoings for the property, eg mortgage, service charges, maintenance charges, etc, to be paid by standing order or direct debit.

### *Utilities, Service Charges & Ground Rents*

You will need to make it clear in the tenancy agreement what your tenants are responsible for paying and what you will be paying for. Usually, the tenants are responsible for paying the water rates, gas and electricity as well as council tax for the term of the tenancy, and additional services eg. telephone, television licence, Sky rental service etc. You, as the landlord would be expected to continue paying for any maintenance charges and ground rents.

Immediately prior to the start of the tenancy we recommend that you take meter readings and record these in the inventory to avoid any misunderstanding at a later date. It is also advisable for you to inform the relevant companies in writing of the tenant's details.

### *Council Tax*

Council tax is generally the responsibility of the occupier. During vacant periods the charge reverts to the owner. When unoccupied but furnished, the charge is 50% of the normal rate. When unoccupied and 'substantially' unfurnished, there is no charge for the first six months, and thereafter a charge of 90% of the normal rate.

### *Income Tax*

Whether you are resident in the UK for tax purposes, or you are resident outside the UK during a tenancy, it will be your responsibility to inform Her Majesty's Revenue & Customs (HMRC) of any rental income received, and to pay any tax due. If the latter is the situation, and you wish to deduct and pay your own tax, we suggest you apply to HMRC in plenty of time for an exemption certificate (NRL1 form) as we have found it can take many weeks for them to respond.

Alternatively, your tenant must deduct the tax from the rent on a quarterly basis, this must be an amount equal to the basic rate of income tax, less certain expenses. You would need to provide your tenant with an NRL6 form for them to complete.

*The Inventory*

It is most important that an inventory of contents and schedule of condition be prepared, in order to avoid misunderstanding or dispute at the end of a tenancy. It is in your interest to provide an inventory and schedule of condition for the property even if it is unfurnished. Without such safeguards, it will be impossible for you to prove any loss, damage, or significant deterioration of the property or contents.

The schedule of condition is just that, it is a record of the type and structure of the property, and it's condition. The inventory is a record of all what is inside the property. The inventory needs to be as detailed as possible, and ideally supported by good quality, clear photographs and/or video. Although we should add, photographs and video will not stand up in a court alone, it is the written report which carries the most weight and for this reason it needs to be thorough and fair.

We recommend that you go through room by room making a list and note of everything that is in each room (including entrance halls and stairways – these often get forgotten!). Beside each item you also need to record the condition of that item and don't forget to leave space on your list for check-out comments when it is time for the tenant to leave. So, for example, we always start each room with the ceiling, walls, skirtings then light fittings etc. so it may read as follows:

ITEM	DESCRIPTION	CONDITION	CHECK-OUT COMMENTS
Ceiling	White vinyl matt emulsion	A, HC	
Walls	Magnolia vinyl matt emulsion & grey timber effect panelling, paper to chimney breast	G	
Skirtings	White gloss	MCA	
Light Fitting	2 x silver metal spotlights, with 4 x halogen bulbs each	BN	

You will notice that we record the condition as initials, this saves space on the sheet of paper and time. We would then have a list of these abbreviations near the start of the inventory for the tenant's reference (or the courts should it go that far). So, in this example, the ceiling is Average condition with a Hair-line Crack. The walls are in Good condition, the skirtings have Marks Commensurate with Age, and the light fitting (which incidentally does not include side or bedside lamps as they are recorded as separate items) are recorded as Brand New. We suggest you only record something as brand new if it actually is and you keep

the receipt as proof. Anything which appears brand new but isn't should be recorded as 'E' for excellent condition, or whatever abbreviations you choose.

It is a good policy to take a close up photos of particular items that are more likely to be damaged but which start out in good condition. For example, the bottom of doors sometimes become scuffed (or worse) or window boards (window sills) which start off white and shiny, may become badly scratched or have coffee/tea stains where cups or mugs have been left on them. If you record the condition in your list and support it with a close-up photo, it cannot be argued over at check-out time. Likewise, any item which shows marks or damage at the start, also needs to be noted in your list and again it is a good policy to photograph it, otherwise at check-out it could be argued that the item was in worse condition than it actually was.

During check-in you will need to go through each item with the tenant making any amendments that you agree between you and then each page should be dated and initialled/signed by the tenant and you as landlord. This proves that you both agreed at the start of the tenancy the condition of the contents of the property. You will need to provide the tenant with a copy of the schedule of condition and inventory.

All of the above may seem 'over the top' and few landlords or letting agents bother going to such lengths, but what you must remember is the more time and effort you put in at this stage, the less hassle you will have during and after check-out over the tenant's deposit.

We would advise that any personal items, or items of exceptional value, are removed from the property.

### *Mail Forwarding*

We recommend that you make use of the Post Office redirection service, as it is not the tenant's responsibility to forward mail. Application forms are available at their counters.

### *Keys*

One set of keys must be supplied to each tenant for all external doors. You will also need to keep one set of keys (in case the tenants lock themselves out). All keys should have been tested and all locks should be in good working order. We recommend that locks are changed at the end of each tenancy.

### *Your legal right of access as landlord*

Please note that holding a set of keys does not allow you to enter the property when you feel like it! The tenant is entitled to the 'quiet enjoyment' of the property.

The right of 'quiet enjoyment' is the right of a tenant to enjoy a rented property without intrusion or disturbance by the landlord. For example, a landlord does not have the right to turn up unannounced to check up on a tenant and the property. The landlord and tenant can however agree a mutually convenient time for the landlord to enter the property.

You have a right to reasonable access to carry out repairs. What 'reasonable access' means depends on why you need to get access. For example, in an emergency, you are entitled to immediate access to carry out any necessary work.

You also have a right to enter the property to inspect the state of repair but you must always ask for your tenant's permission and should give the tenant at least 24 hours notice. You do not have a right to enter in any other circumstances unless you have a court order.

The regularity of property checks again must be reasonable. You cannot expect to inspect your property on a monthly basis as this could be classed as harassment. (See note below). Although we would suggest you check after month one, then three months after that, this brings you neatly to month four when you need to establish whether your tenant wishes to stay and you want the tenant to stay.

If either you or the tenant want to terminate the tenancy at the end of the contracted time (if it is a fixed six month AST), month four is when Notice needs to be served, but do check the dates as the tenant must be given a clear two months' notice and be careful how you serve it. Also, ensure you serve the correct Notice (a or b depending on whether it is a fixed AST or a Periodic Tenancy Agreement). Getting either of these points wrong means your Notice would be invalid, and you would need to serve it again, costing you both time and money.

**Note:** In England & Wales harassment is both a civil and criminal offence and is taken seriously by law enforcers - the police and the courts. Landlords harass their tenants at their peril: at the risk of a hefty fine, a criminal conviction and in extremis, imprisonment.

### *What is an Assured Shorthold Tenancy?*

Most tenancies will automatically be Assured Shorthold Tenancies (ASTs) provided the property is let to private individuals and below the limit for rental payments. Tenancies are usually granted for an initial fixed term of either six or twelve months. When the fixed term has expired you will be able to regain possession of the property provided that two months written notice is given to the tenant. In addition, if the tenant owes at least two months rent on the property then you can apply through the court to seek a possession order.

AST's are available to download from the internet, but be warned – often they are not worth the paper they are typed on! You need to ensure that your AST is legal (don't assume it is because the website said it is), make sure it has been drawn up by a solicitor or regulated letting agent. Also, be aware that there may be some additions that you need to include which are specific to your property or you may wish to include that the locks must not be changed by the tenant without written permission from you. (If you do not include this, the tenant is within their rights to change the locks without informing you or providing you with a set of keys). You may also want to include in the AST that the tenant may not decorate or add fixed shelving or hang pictures without written permission from you. Without these points being specifically written into the AST you cannot insist on it at a later date or withhold the deposit for redecoration etc.

Many DIY landlords and some letting agents don't bother to make the AST specific to the property or their requirements and just use a standard AST, but this can prove a mistake if your tenant knows the law better than you!

### *Overseas Landlords*

You are considered to be an overseas landlord if you live or work abroad for a period of six months or more. Your tenant is required to deduct basic rate income tax from your rental income and forward it to HMRC on a quarterly basis. Alternatively, you can apply to HMRC Financial Intermediaries Claims Office (FICO) for an exemption certificate in order to receive payment of rental income without basic rate tax deducted. As explained above under 'Income Tax' we suggest you contact HMRC as early as possible as it can take some time to arrange.

### *Viewings*

We strongly suggest you always accompany prospective tenants when carrying out viewings of your property. It is also a good idea to ensure you are not alone, sometimes tenants arrive with all their family and friends and it can be difficult to be with all of them all the of time.

### *References & Credit Checks*

Getting the right tenants into the property is critical. That's why you should reference and credit check **all** tenants. This should include verification of address, employment and earnings. You should also obtain references from any previous landlords or managing agents. In addition credit check potential tenants to ensure they are free from insolvency, bankruptcy, debt proceedings, CCJs, etc.

When you plan to contact the tenant's present landlord or managing agent, get the name, address and telephone number of the relevant person. If the tenant cannot provide that information, look carefully to the reasons given. Always be sceptical, but never too nose as that may well put the tenant off. The tenant may have a good reason.

One point to be aware of though when checking with the current landlord or managing agents, they may give a good reference for the tenant because they want to get rid of them, it is therefore a good idea to try to obtain a reference from the previous landlord if possible. The more the better!

### *Security Deposit*

Once satisfactory references and credit checks have been obtained you will need to collect in advance the first month's rent and a security deposit equal to one or one and a half month's rent. It is good practice to give the tenant an itemised receipt for all the monies they have paid.

Again, there are specific rules and regulations regarding security deposits, which are backed by by law, it is therefore imperative that you are aware of all your responsibilities. We cover this further on under 'Tenancy Deposit Scheme'.



## *Rental Payments*

Most landlords choose to receive their rental payments monthly by standing order. If you decide to use this method of payment, you must provide the tenant with a standing order mandate (s.o.m.) already completed with the amount due, the date payment is due to be made and the regularity of the payments. The tenant's bank will also need your account details, ie. your bank sort code, your account number and the name of your account that payment is to be paid into. You may choose to complete all the relevant information on the s.o.m. and then send the form to your tenant for them to complete, sign and forward to their bank, we would recommend however, that you hand the s.o.m. to your tenant after your tenant has signed the inventory, and ask him/her to complete and sign it then and you send it off to your tenant's bank yourself.

**Note:** When filling in the date payment is to be made by your tenant's bank, remember it is likely there will be a delay between the money leaving your tenant's account and being credited to your account, unless it is being sent by 'Faster Payments' which should ensure it hits your account the same day that it leaves the tenant's provided both banks operate this system. You will also need to allow for weekends and bank holidays when payments will again be delayed.

Should you agree with your tenant that payments are to be made weekly, and this is duly noted in the AST, you are obliged to provide a rent book for your tenant and each payment must be dated and receipted. The rent book must also include your name, address and telephone number, and the address of the rental property. In addition, every rent book must contain a statement of the number of persons permitted in the dwelling. (You must not cause or permit a dwelling to be overcrowded as defined in relevant legislation.)

## *Checking-in your Tenants*

Before you hand over the keys of your property to your tenant, make sure all the necessary paperwork is signed by both you and the tenant (AST, schedule of condition and inventory). Also, you need to ensure you have in place the method by which your rental payments will be sent to you, eg. Standing order or BACS etc.

All vital connection points for gas, water and electricity should be labelled and a list given to the tenant of the location of stop cocks, consumer boards, and any boiler switches etc. It is also in your interest to provide the tenant with a typed sheet of procedures detailing what to do in an emergency (ie. Flood, robbery, fire). The procedures should explain who to contact first (with the appropriate phone numbers) and when you, the landlord wishes to be notified.

Information and instructions for the use of fire extinguishers and smoke alarms and other safety devices should also be typed and handed to the tenant.

## *Checking-out your Tenants*

The rules and regulations regarding serving Section 21a/b Notices are strict and specific. Please ensure you familiarise yourself (before the start of the tenancy) with the exact timings and procedures that are required

by you, or you could find yourself with a tenant who is entitled to stay a further month for which you are unlikely to be paid (or worse!). Notice should be served in writing even if the tenant has indicated that he/she wishes to leave.

You are also required by law to provide the tenant with a valid address for the service of notices, this address must be in the UK. Until a valid address (usually where you are residing) is provided, any rent is regarded not to be lawfully due from the tenant.

Just prior to the day your tenant will be vacating your property, contact the tenant to remind him/her that all their possessions need to be removed from the property before check-out can commence. (This should be written into your AST). It is impossible to check the property against the inventory if the tenant's belongings are strewn around the place. It is also wise to remind the tenant to place items back into their original positions to avoid unnecessary delays in finding articles and furniture etc. and checking them off. (Again this should be noted in your AST).

When the time comes for your tenant to leave, you should arrive at the property at the appointed time with the inventory and schedule of condition. Go through room by room with the tenant making a record against each item of its condition in the same way you did at check-in. Record the date and both you and the tenant must sign. It is against this document that an agreement between you and the tenant will hopefully be reached regarding their deposit. If you cannot reach an amicable decision between you, then you will need to resolve the matter through your deposit scheme's Alternative Dispute Resolution service.

Acceptable reasons for you, the landlord, to claim all or part of the deposit:

- rent arrears
- damage that is more than fair wear and tear
- the property not being cleaned
- outstanding bills
- failure to return keys
- leaving before the end of a fixed term of a contract
- failing to give proper notice or agreeing surrender

Check all the keys are accounted for and give the tenant a receipt for them. Inform the utility companies and District Council of the changeover date and ask for all outstanding bills to be sent to the tenant. Ask the tenant for a forwarding address, for sending on mail and to inform them regarding the return of their deposit.

## Condition of the Property

### *Services*

Electrical, gas, plumbing, waste, central heating and hot water systems must be safe, sound and in good working order. Repairs and maintenance will normally be at your expense, unless misuse can be established.

### *Information for Tenants*

It would be helpful if you could leave an information folder at the property for the tenant, covering items such as recycling arrangements, the day refuse is collected, locations of amenities, etc. You should also leave operating instruction manuals for the central heating and hot water system, appliances, alarm system, etc. We would always recommend that you leave photocopies of the manuals as they sometimes get mislaid during a tenancy or even get packed up (accidentally) with the tenants belongings at the end of the tenancy.

### *Appliances*

Appliances such as the washing machine, fridge freezer, cooker, dishwasher, etc, should be in usable condition. Repairs and maintenance will normally be at your expense, unless misuse can be established.

### *Decorations*

Interior decorations should be in good condition, and preferably plain, light and neutral.

### *Furnishings*

We recommend that properties are let unfurnished but with white goods, including cooker, washing machine and fridge-freezer. It should also have decent quality floor finishes, curtains/blinds and light fittings. If the property is to be fully furnished then it should also have, as a minimum, the following:

**Living room:** sofa, two armchairs, coffee table.

**Dining room:** dining table and chairs, sideboard.

**Kitchen:** cooker, fridge-freezer, washing machine, kettle, cutlery, glasses, cooking utensils, saucepans, frying pan, casserole dishes, baking tray, can opener, washing-up bowl.

**Bedrooms:** bed, wardrobe, chest of drawers, pillows, duvet or blankets (linen not necessary).

**General:** vacuum cleaner, iron and board, dustpan and brush, lampshades in all rooms, curtains or blinds at all windows, appropriate floor coverings.

**Garden:** lawnmower, gardening tools.

Remember that there will be wear and tear on the property and any items provided.

### *Personal Items, Ornaments, etc*

Personal possessions, ornaments, pictures, books, etc, should be removed from the property, especially those of real or sentimental value. Some items may be boxed, sealed and stored in the loft at your own risk. All cupboards and shelf space should be left clear for the tenant's own use.

### *Gardens*

Gardens should be left neat, tidy and rubbish-free, with any lawns cut. Tenants are required to maintain the gardens to a reasonable standard, provided they are left the necessary tools. Lawnmowers should be safe and in good working order. However, few tenants are experienced gardeners, and if you take particular pride in your garden, or if it is particularly large, you may wish to arrange maintenance visits by a gardener.

### *Cleaning*

At the start of a tenancy the property must be in a thoroughly clean condition, and at the end of a tenancy it is the tenant's responsibility to leave the property in similar condition. Where they fail to do so, it is fair to arrange cleaning at their expense but this must be made clear in the AST. We suggest that you have all carpets cleaned professionally prior to a tenancy, providing the tenant with a copy of the receipt/invoice with the inventory. Then at the end of the tenancy you could legitimately expect the carpets be brought back to the same standard of cleanliness (making allowance for fair wear and tear).

### *Septic Tanks and Cess Pits*

If you have a septic tank or cess pit then we recommend you arrange to have it emptied every twelve months.

### *Chimney Sweeping*

If open fires are allowed at the property the chimney should be swept at the start of the tenancy and once a year thereafter.

## Health and Safety & other Legal Requirements

The following safety requirements are your responsibility as landlord.

### *Gas Appliances and Equipment*

**Annual safety check:** Under the Gas Safety (Installation and Use) Regulations 1998 all gas appliances and flues in rented accommodation must be checked for safety within 12 months of being installed, and thereafter at least every 12 months by a competent engineer (eg a Gas Safe registered gas installer).

**Maintenance:** There is a duty to ensure that all gas appliances, flues and associated pipework are maintained in a safe condition at all times.

**Records:** Full records must be kept for at least two years of the inspections of each appliance and flue, of any defects found and of any remedial action taken.

**Copies to tenants:** A copy of the safety certificate issued by the engineer must be given to each new tenant before their tenancy commences, or to each existing tenant within 28 days of the check being carried out.

### *Electrical Services, Appliances and Equipment*

There are several regulations relating to electrical installations, equipment and appliance safety, and these affect landlords and their agents in that they are 'supplying in the course of business'. These regulations include the Electrical Equipment (Safety) Regulations 1994, the Plugs and Sockets Regulations 1994, the 2005 Building Regulation Part P, and British Standard BS1363 relating to plugs and sockets. There are two types of electrical inspection; one of the actual installation, and the other of any portable electrical appliances.

Although with tenanted property there is currently no specific legal requirement for a qualified electrician to carry out an inspection and issue a safety certificate (except in the case of Houses in Multiple Occupation) it is now widely accepted in the letting industry that the only way to ensure safety, and to avoid the risk of being accused of neglecting your duty of care, is to arrange for the electrical services and appliances to be inspected, and for the issue of safety certificates, on a regular basis. We therefore recommend that the electrical services and appliances are checked on an annual basis or upon change of tenant, whichever is sooner. Failure to comply with these regulations may result in prosecution with the possibility of a large fine and/or imprisonment.

### *Oil-Fired Boilers*

We recommend that oil-fired boilers are serviced annually by an OFTEC qualified engineer.

### *Furniture and Furnishings*

The Furniture and Furnishings (Fire) (Safety) Regulations 1988 (amended 1989, 1993 & 1996) provide that specified items supplied in the course of letting property must meet minimum fire resistance standards. The regulations apply to most upholstered furniture, although they do not apply to antique furniture or furniture made before 1950, bed clothes including duvets, loose covers for mattresses, pillowcases, curtains, carpets or sleeping bags.

Therefore all relevant items must be checked for compliance, and non-compliant items must be removed from the premises. In practice, most items which comply have a suitable permanent label attached. Items purchased since 1st March 1990 from a reputable supplier are likely to comply.

### *General Product Safety*

The General Product Safety Regulations 1994 specify that any product supplied in the course of a commercial activity must be safe. In the case of letting, this would include both the structure of the building and its contents. Recommended action is to check for obvious danger signs - leaning walls, broken glass,

sharp edges etc, and also to leave complete copies of operating manuals or other written instructions about high risk items, such as hot surfaces, electric lawnmowers, etc, for the tenant.

### *Smoke Alarms*

All properties built since June 1992 must have been fitted with mains powered smoke detector alarms from new. Although there is no legislation requiring smoke alarms to be fitted in other ordinary tenanted properties, it is generally considered that the common law duty of care means that landlords and their agents could be liable should a fire cause injury or damage in a tenanted property where smoke alarms are not fitted. We therefore strongly recommend that you fit at least one alarm on each floor (in the hall and landing areas).

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

If your property is let to five or more tenants comprising two or more households (ie not all of the same family) it will be subject to mandatory licensing by your local authority. Ask your local authority for more details, or visit [www.communities.gov.uk](http://www.communities.gov.uk) and follow the links.

### *The Housing Health & Safety Rating System (HHSRS)*

The HHSRS provides an analysis of how hazardous a property is through assessment of 29 potential hazards found in housing. Landlords have to maintain their properties to provide a safe and healthy environment. The HHSRS is enforced by your local authority. For further information visit [www.communities.gov.uk/hhsrs](http://www.communities.gov.uk/hhsrs)

### *The Energy Performance Certificate*

An Energy Performance Certificate (EPC) is required when any building is sold, rented out or constructed for certain refurbishments. It must be made available for all incoming tenants before they sign the AST and there is a fixed penalty of £200 for non-provision of an EPC. There are also penalties for not complying with the duty to commission an EPC before marketing a property.

EPCs give information on a building's energy efficiency in a sliding scale from 'A' (very efficient) to 'G' (least efficient). Every EPC also has a recommendations report showing how you could improve the rating and make the property more attractive to tenants.

An EPC must be completed by an accredited Domestic Energy Assessor. All Domestic Energy Assessors must belong to schemes approved by the government. These schemes manage the registration and quality assurance of Energy Assessors and all completed EPCs are then put on a central register. An EPC lasts for 10 years.

### *The Tenancy Deposit Scheme*

All deposits taken by landlords and letting agents under ASTs in England and Wales must be protected by a tenancy deposit protection scheme. Landlords and letting agents must not take a deposit unless it is dealt

with under a tenancy deposit scheme. To avoid any disputes going to court, each scheme is supported by an alternative dispute resolution service (ADR).

**Important Note:** We can take the deposit for you, place it within a protection scheme and administer it on your behalf (free with our Full Management Service). Alternatively you must register it with a tenancy deposit protection scheme within 14 days of receipt.

If you fail to do so the tenant can take legal action against you in the county court. The court will make an order stating that you must pay the deposit back to the tenant or lodge it with the custodial scheme, known as the Deposit Protection Scheme. In addition a further order will be made requiring you to pay compensation to the tenant of an amount equal to three times the deposit.

You will be unable to serve a Section 21 Notice on the tenant until you have complied with the above conditions, and the court will not grant you a possession order.

An additional point to note is that since the change in law regarding tenants deposits, courts are now far more lenient towards the tenant and you, as the landlord, have to prove your case for claiming a part or all of the deposit.

You can find out more about Tenancy Deposit Protection at [www.communities.gov.uk](http://www.communities.gov.uk)

### *The Disability Discrimination Act 2005 and The Equality Act 2010*

The DDA 2005 addresses the limitations of current legislation by extending disabled people's rights in respect of premises that are let or to be let, and common hold premises. Landlords and managers of let premises and premises that are to be let will be required to make reasonable adjustments for disabled people.

Landlords must make reasonable adjustments to a property as long as certain conditions have been met (eg a request to make adjustments has been made to you). A failure to make these adjustments will be unlawful, unless it can be justified under the Act.

Landlords will only have to make reasonable adjustments and they will not have to remove or alter physical features of the premises. Learn more here: [www.dwp.gov.uk/](http://www.dwp.gov.uk/)

Under the Equality Act 2006, there was a duty not to discriminate against potential tenants on the grounds of religious belief or sexual orientation when selling or letting a property, or against tenants when managing a property.

The new Equality Act 2010, which came into force on 1st October 2010, aims to consolidate existing anti-discrimination legislation and form a single approach to dealing with discrimination relating to age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex and sexual orientation (known as "protected characteristics").

**General Point:** You should take steps to keep yourself informed as to developments in the law affecting residential management to ensure you comply at all times.

We hope that you have found the information in this guide useful. If there are any aspects of which you are unsure, then please do not hesitate to ask.

We can arrange for you any certificates, services, credit checking and referencing or advise on preparing your property for letting. We can prepare an AST or schedule of condition and inventory. In fact anything that requires doing, we can do!

Of course we also offer free no-obligation valuations, and can help you with any queries you might have about letting - just call!

---



01992 308181

[info@knightpropertymanagement.co.uk](mailto:info@knightpropertymanagement.co.uk)

[www.knightpropertymanagement.co.uk](http://www.knightpropertymanagement.co.uk)