

GUIDE TO bVALUED RESIDENTIAL PROPERTY MANAGEMENT SERVICE AND INSTRUCTION FORM

Your instructions are kindly requested where **highlighted yellow**.

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STANDARD OF SERVICE

We are required by the Estate Agents' Act 1979, as amended, to set out our terms of business in writing.

The Royal Institution of Chartered Surveyors (RICS) has prepared:

- a) Rules of Conduct¹ and
- b) Two Residential Property Management Codes "Rent Only" and "Service Charge", the later being applicable where the Landlord will provide services as in a block of flats²

which bValued will comply with. We have Professional Indemnity Insurance & clients' money protection insurance. We will advise you of any offers received (unless you request otherwise).

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DETAILS ABOUT THE PROPERTY OWNER(S)

We will need information about you to complete the tenancy agreement and to contact you concerning the viewing, letting or management of your property. If the property is jointly owned, each owner should agree to the letting and will be stated on the tenancy agreement. Each owner should please complete the following:

Your Surname
Your First Name (s)
Your Present Address & Postcode
Your Home telephone no
Your Mobile telephone no
Your email address
Business Tel No
Business Fax
Business e-mail address

Your Surname
Your First Name (s)
Your Present Address & Postcode
Your Home telephone no
Your Mobile telephone no
Your email address
Business Tel No
Business Fax
Business e-mail address

¹Would you like a copy? **yes/ no**

²Would you like a copy? **yes/ no**

DETAILS ABOUT THE PROPERTY YOU WANT LET, VIEWING ARRANGEMENTS ETC

Whether your property is a house, maisonette, flat, bedsit or just a bedroom in your house we can advise you. Please complete:

Address/ Post Code of your property to be let
Telephone No of Property
No of bedrooms
Is it Occupied /Unoccupied?
Is it Furnished?
Date Property available, if Occupied
Viewing by prior telephone appointment with owner/ Occupier: Yes/No
Or Key(s) with agent Yes/No
If so how many keys
Name/ address of Alarm Company if any:
Alarm code if any:

Particulars

The Property Misdescriptions Act 1991 makes it a criminal offence to give false or misleading information about the property. Your assistance is essential to ensure that any information we provide is factually accurate in every respect. If you are in any doubt about any information relating to title, planning or other matters you should tell us. We strongly recommend that such matters should be referred to your solicitors.

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BEFORE PLACING YOUR PROPERTY ON THE MARKET

We will agree with you the type of tenant you would accept:

Professional couple	Yes/No
Professional people sharing	Yes/No
Tenants with Children	Yes/No
Students	Yes/No
D S S/ Housing Benefit (see page 9 below)	Yes/No
Tenants who Smoke	Yes/No
Tenants with Pets	Yes/No

Houses are normally let on Assured Shorthold Tenancies: please state if you agree to your property being let for 6/ 12 months³. Yes/No

³ You may delete one of these options.

Our tenancy agreement is modelled on one recently prepared by the RICS: do you want bValued to:

- a) Sign tenancy agreements on your behalf? Yes/No
- b) Or to instruct your solicitor to formalize the letting? Yes⁴/No
- c) Send you a copy of our tenancy agreement? Yes/No
- d) Explain our tenancy agreement to you? Yes/No

We will advise you about the marketability of your property and its rental value. You may already have an idea of what rent you require.

I/We hereby authorise bValued to act as my/ our letting agent from the date of this Agreement and to market my /our property at a rental of £ ----- per calendar month.

The minimum rent that I/We are prepared to accept is £ ----- per calendar month.

While there are pros and cons to our placing a board at your property please state if you are agreeable to our doing so. Yes/ No.

We will also advise you about preparing your property to let and whether to let it furnished or unfurnished. All floors, carpets, curtains, blankets and paintwork etc should be thoroughly cleaned before a tenant moves in. bValued can arrange for this work to be done for you: Please state if you require this service: Yes/ No

You should comply with all relevant regulations detailed below. You may wish to take out (via bValued) a service contract for central heating and major domestic appliances.

All your personal and treasured possessions of either real or sentimental value should be removed. As a rule you should only leave the television, video and hi-fi equipment etc in the knowledge that you will be responsible for any mechanical breakdown.

A list of 'useful information' should be provided at the property for the tenant. This should incorporate domestic appliance instructions and manuals, the main stopcock and meter locations, useful hints regarding the property, dustbin collection times, etc.

⁴ If so please provide us with his details or state if you wish us to recommend one to you: Yes/ No

The name, address & postcode of your solicitor
His Tel No
His Fax No
His e-mail address

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LEVEL OF SERVICE

bValued offers two levels of service:

- a) Letting only
- b) Letting, Rent Collection and Full Management

With service b) you agree to give bValued 6 months written notice to terminate this management agreement or in default of such notice to pay bValued forthwith a sum equivalent to bValued' charges for a six month period calculated in accordance with the terms of this agreement.

LETTING SERVICE

With this service bValued will:

- a) Advertise your property in our office and locally.
- b) Look after any keys.
- c) Accompany all prospective tenants when viewing.
- d) Carefully select Tenants.
- e) Encourage the Tenants to take out insurance⁵.

There will be no charge to Landlords for this service, but we will charge the tenant one week's rent as a setting up fee.

We can also if you wish:

- a) Obtain financial and employment references and also where appropriate a guarantor.
- b) Either draw up an appropriate Tenancy Agreement for the Tenant(s) to sign, or instruct your solicitor to do so.
- c) Prepare a detailed inventory prior to the tenant moving in, to show the condition of the property and contents for agreement with the tenant.
- d) Note the meter readings of any utilities for which Tenant will be responsible.

Here both the Landlord(s) and Tenant(s) will be charged a week's rent as a setting up fee.

The property will not be withdrawn from the market until the above steps are complete.

RENT COLLECTION AND FULL MANAGEMENT SERVICE

With this service bValued will in addition to the matters under Letting Service during the tenancy:

⁵ We are likely to earn a commission for doing so.

- a) Take a deposit, usually of one month's rent to use in cases of rent arrears, non-payment of services and loss or damage caused to the property. We will retain any interest earned on this.

Under the Housing Bill the Government intends to only permit Agents or Landlords who are registered for the purpose to hold deposits. bValued proposes to obtain the appropriate registration which will enable us to retain deposits. There are likely to be penalties for any unregistered agents or Landlords who retain deposits⁶.

- b) Inspect the property at least twice during the first three months of the tenancy. If the tenants are considered trustworthy, further visits can be spread out. There will though be at least one inspection every six months.
- c) Collect rent usually by standing order from one account and pass it on to your account usually by bank transfer.
- d) Where appropriate produce annual spending estimates to calculate service charges and reserves, as well as administer the funds and provide information to auditors;
- e) Where appropriate produce and circulate service charge accounts and supply information to Tenants and any Residents' Association;
- f) Send you a statement each month showing all income and expenditure. (Annual rental statements, if requested, will be charged at a rate of £100 per financial year.)
- g) Handle any problems occurring during the tenancy in the first instance.
- h) Inform you at all times and seek your permission before spending money above any pre-agreed limit, save in emergency.
- i) Advise you of relevant changes in the law during the currency of the letting.
- j) The inventory will be checked at the end of the tenancy
- k) Seek your instructions regarding tenancy renewal or termination.

Where we receive requests from Tenants for consent for them to undertake improvements, redecorate etc we will report to you with our recommendations and if you are agreeable grant conditional consent on terms to be agreed including as to our fees.

I/we understand that a minimum of 2 month's written notice must be given to the tenants if I/we wish them to vacate the property at the end of the tenancy, and that otherwise it may be renewed on my/our behalf.

For rent collection and full management I/ we agree to pay bValued:

- a) 10% of the monthly rent collected, and
- b) One week's rent at the start of all tenancies, save renewals (we will also charge new tenants a weeks rent)⁷.

⁶ Further information is available at <http://www.tds.gb.com/>

⁷ Our commission is inclusive of all advertising expenditure, costs and expenses. BValued will retain any discount received on such expenditure.

If no letting is arranged no fee will be payable. We are not registered for VAT.

Please state **which level of service** you require:

- a) Letting only **Yes/ No**
Letting only but including taking up references and preparing the agreement with record of condition. **Yes/ No**
- b) Letting, Rent Collection and Full Management **Yes/ No**

If following your instructions bValued find a suitable tenant but you decide not to let then bValued reserve the right to recover their reasonable costs.

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FOR AN ADDITIONAL FEE bVALUED CAN ALSO PROVIDE THE FOLLOWING SERVICES

Please tick the right hand column where you also require bValued to:	<input checked="" type="checkbox"/>
Arrange out of hours meetings and inspections;	<input type="checkbox"/>
Overseas telephone calls and faxes.	<input type="checkbox"/>

Where Bvalued incurs expenses on your behalf eg for furniture purchases, arranging safety checks or (emergency) repairs etc then it will seek to buy in an effective, efficient and economic service and in doing so will incur costs and time. These costs will be recovered out of the rent collected together with an additional charge of 10% which will be levied on such expenditure.

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UNOCCUPIED PREMISES

bValued cannot be responsible for looking after vacant property. bValued accept no liability or responsibility for the maintenance or repair of, or for any damage to, the property at any time. If the property is vacant when adverse weather conditions are likely, frost damage may occur to water and heating systems and sanitary appliances. Landlords are strongly recommended to take all necessary precautions to protect their property from such risks and to obtain adequate insurance cover. bValued may make periodic visits to the property eg when showing prospective tenants around.

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IF YOUR PROPERTY IS SUBJECT TO A MORTGAGE

If the house, which you intend to let, is subject to a mortgage, the mortgagee (usually the building society or bank) should be notified of the proposed letting.

If you wish bValued for an additional fee of £25 to seek consent please state:

- a) **Yes/ No**

b) The lender's name and account number.....

Normally your building society or bank will request a copy of the draft Tenancy Agreement and then give approval prior to the letting.

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IF YOUR PROPERTY IS LEASEHOLD

If your property is leasehold your lease may prevent subletting at all or without the consent of the head landlord (they may impose a fee for dealing with the matter).

If you wish to be valued for an additional fee of £25 to seek consent please:

c) State Yes/ No

d) Provide a copy of your lease

e) State your Landlord's name and address.....

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FURNISHING AND DECORATING

As the lettings market has expanded over the past five years, so too has the tenants demand for quality. Landlords compete for the most reliable tenants, if you are interested in the professional market then presentation becomes even more vital. Money invested in the presentation of your property is very likely to reduce gaps in tenancies, increase the rent and attract a higher quality tenant.

We can provide a complete and efficient service to furnish your property from top to bottom meeting any specific requirements.

Also we offer a full decorating and carpeting service.

Much frustration and the complication of co-coordinating deliveries and tradesmen can be avoided by using these services.

Please state if you require these services **Yes/ No**

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SUGGESTED INVENTORY

The following is a recommended list of furnishings for rented property:

KITCHEN

Cooker
Fridge or fridge freezer
Automatic washing machine
Tumble dryer (if required)
Ironing board
Iron
Assortment of saucepans
Frying pan

LOUNGE/ DINING ROOM

Three piece suite
Dining room suite & 4-6 chairs
Coffee table
Assortment of pictures
Side cabinet
Television

BEDROOMS

Kettle
Assorted kitchen utensils
Storage jars
Pedal bin
6 knives
6 forks
6 spoons
6 teaspoons
6 dinner plates
6 soup bowls
6 side plates
6 cups & saucers
Assortment of dishes
6 tall glasses
Vacuum cleaner
Dustpan & brush
Bucket
Tea towels
Dusters & cloths
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Bed & mattress per room
Pillow according to size
Wardrobe
Chest of Drawers

MISCELLANEOUS

Curtains
Door mat
Lampshades
Shower curtain
Toilet brush/holder
Lawn mower (if required)

INSURANCE

You should make certain that your property and contents are adequately insured. bValued can prepare a replacement cost assessment of your property for insurance purposes and thus advise on the amount of cover you should obtain. Please state if you wish us to do so **Yes/ No.**

You should check that your policy covers lettings: most household policies do not. As we are not registered with the Financial Services Agency we are unable to obtain quotes for you, but <http://www.insuresupermarket.com> is a useful site for obtaining insurance quotations.

If you want us to set up the tenancy agreement please **provide us** with a cover note from your insurers, which we can give to the tenant(s).

During the tenancy we can deal with insurance claims on your behalf, for an additional fee.

Some Insurance companies will not give cover if properties remain vacant.
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COMPANY LETS/ COMPANY TENANTS

Company tenants are common: the company itself is the “tenant” and would be held responsible for the rent and the condition of the property. References are collected in the normal way.

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HOUSING BENEFIT TENANTS

While only some landlords are prepared to accept tenants on housing benefit, it has to be realised that the circumstances of any student, professional, or working tenant may change so they have to seek housing benefit after taking a tenancy. The government introduced a new housing benefit scheme from April 2008 which is being applied to new claims for benefit.

Councils usually pay the benefit in arrears every 4 weeks and can take 6 weeks to set up payments initially. Under the new scheme Councils will normally pay benefit to the tenant, and only directly to the Landlord or agent on request if they consider the Tenant to be financially irresponsible. As Housing Benefit is applied for by Tenants retrospectively ie after they take possession there is a risk that they will not be awarded the full (or indeed any) rent and will not then be able to meet the shortfall. Some Councils operate a bond or deposit scheme, but these may have to be applied for by the tenant before the tenancy is taken.

Councils will seek repayment of Housing Benefit if overpayments are made. bValued Ltd is reluctant to deal with Housing Benefit Tenants because of the disproportionate time that is taken dealing with them and Councils and reserves the right to charge a higher fee than 10%.

I/we hereby agree to repay to the Council overpayments of Housing Benefit.

Yes/ no.

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ASBESTOS

If you are aware that there is asbestos in the property please advise us, as there may be implications should you wish us to supervise work at the premises. There should be an asbestos plan to deal with any common areas.

Are you aware of the presence of asbestos at the property? Yes/ no.

UTILITY SERVICES

Were we know the name of the supplier(s) we will arrange for gas and electricity accounts to be transferred into the new tenants name from the date of their tenancy. You should contact the utility companies on departure as only you can sign the utilities out of your name. Also you should advise the utility companies before you return to occupy your home. You will be responsible for standing charges and any consumption while the property is empty.

Is mains electricity available? Yes/No State Name of Supplier -----
(Please specify if Pre - payment meter)

Is mains gas available? Yes/No Name of Supplier -----
(Please specify if Pre-payment meter)

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COUNCIL TAX/ WATER & SEWERAGE RATES

Council Tax is payable by the tenant during the tenancy. You may be able to claim vacant relief if your property is empty. bValued can advise on Council Tax if required.

Please state if you require advice.

Yes/ No

Is the mains water supply to the property metered?

Yes/ No

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RE-DIRECTION OF MAIL

We recommend that landlords:

- a) Arrange to have their mail redirected by the Royal Mail using the relevant form, which can be obtained from your local post office.
- b) Inform as many people as possible of their change of address.

If landlords are overseas then mail can be redirected to us. This will then be sorted through and we will only forward essential items, thus avoiding the redirection of circulars and other bulky literature, which often accompany statements and official correspondence thus keeping the cost to a minimum. Please state if you wish us to do that.

Yes/ No

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CLEANING, DECORATION, MAINTENANCE, REPAIRS AND IMPROVEMENTS

We can:

- a) Investigate the necessity for repairs or improvements to your property, its services or contents before or during the tenancy
- b) Set up and manage service contracts for lifts, central heating, boilers and major domestic appliances.
- c) Prepare specifications
- d) Advise on planning applications/ development & building regulations, and improvement grants;
- e) Obtain quotes
- f) Arrange for works to be carried out by our selected maintenance contractors
- g) Supervise repairs.
- h) Arrange payment.

Please state if you require any of these services:

Yes/ No

Please list all service contracts/ warranties that bValued are to manage:

Contract/ warranty for	✓ if bValued to manage	Name/ address/ tel no of contractor	Contract No
Gas boiler			

servicing			
Wash Machine			
Fridge/ freezer			
TV			
Lift			

I will/ I require bValued^{*8} to arrange to undertake the following repair work before the property is let

.....
 (please define).

We obtain client's permission prior to committing to large expenditure when no urgency exists. When an emergency does arise (e.g. burst water tank) we normally proceed without prior approval, please confirm that is agreed.

Yes/No

Some Landlords prefer to set a limit below which bValued have delegated authority to undertake non-urgent repairs. If you wish to please state:

a) Yes/ No

b) The limit £100, £250, £500, £750, £1000.

Landlord and Tenant Act 1985 / Housing Act 1988 impose duties on landlords to keep premises in repair.

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GARDENS

Tenants will be expected to maintain gardens. If the property falls vacant during the grass -growing season, we can offer a lawn mowing service, upon your instruction and for a fee to be agreed.

Please state if you wish us to do that. Yes/ No

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⁸ * Please delete as appropriate.

RENTAL PAYMENT

Owners are paid directly into a private Bank/ Building Society Account, or cheques can be sent to your private address. Rent is collected on a monthly basis from tenants and then transferred to Clients, less our fees. Landlord's disbursements can be paid by us and then deducted from the rent paid to you. These include water rates, service charges, ground rent, maintenance charges, insurance and any other bills.

Unless otherwise agreed, the rent quoted to the tenant by us on your behalf is inclusive of all outgoings for which you are responsible (i.e. water rates, ground rent, services, plus fuel (if any)).

Please provide the following details if you require payment into your account:

Bank Name & Address:-----

Account Number:-----

Sort Code:-----

Account name;-----

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INCOME TAX

This is applicable to all owners and you should take professional advice from your accountant. We can refer you to an accountant if you wish.

The following is a list (not exhaustive) of the main items, which are tax deductible from rents received from property letting:

1. Interest on mortgage
2. 10 per cent of gross rent for fair wear and tear
3. Agents and management fees
4. Water rates
5. Maintenance of central heating and appliances
6. Insurance of appliances
5. Repairs done during letting
8. Any outgoings for which the landlord is responsible during letting, e.g. cost of upkeep of gardens, cleaning of communal areas in the case of apartments.

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LANDLORDS NOT RESIDENT IN UK

Where the landlord resides abroad, the HM Revenue and Customs (IR) will hold us, as your agents, responsible for the payment of any tax liability, which arises on rents collected by us on your behalf unless you have approval from HMRC to receive the gross of tax rent. Those who are out of the UK for 6

months + in any 12 months are classed as Non Resident Landlords. Are you a non resident Landlord? **Yes/ No**. Should your circumstances change and you live abroad you will agree to inform us immediately. If you already have such HMRC approval please let us know: I have prior approval. **Yes/ No**.

If you do not have approval you may complete and return the form at http://www.hmrc.gov.uk/cnr/nrl1_bw.pdf : IR will inform bValued Ltd of the outcome of your application. bValued Ltd's reference number with HMRC is 922NA0374280601.

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DISPUTES WITH TENANTS

Should there be a dispute with a tenant bValued if instructed to manage your property, will try to resolve it through negotiation.

But in the last resort it may be necessary:

- a) To instruct a solicitor to deal with unpaid rents or non compliance with covenants in the tenancy agreement, and
- b) To obtain a court order before regaining occupation.
- c) For bValued to appear as expert witness.

During or at the end of the tenancy it may be necessary for bValued to prepare a schedule of dilapidation where the property has been left in a poor state of repair, cleanliness or decoration.

If the need arises fee levels will be agreed with you at the time.

In accordance with usual practice, I/We understand that whilst every effort is made to avoid problems in the recovery of possession of my / property, bValued cannot be held responsible for any delay or difficulties which may occur in the recovery of possession.

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REFERENCES TO FAIR RENT OFFICER etc

If necessary bValued can advise on Fair Rents, consulting Rent Officers and making submissions to Rent Assessment Committees.

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INVESTMENT ADVICE/ TAX STRATEGY

bValued are always pleased to give advice on the type of property to invest in and which areas are best suited to your needs and developing a strategy for your property portfolio to minimize the effects of taxation.

Please state if you require this advice. **Yes/ No**

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PROPERTY SALES

Should you decide to sell your property bValued will be pleased to advise you.

Please state if you require this advice. **Yes/ No**

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CONCLUSION

We hope this guide answers all of your queries on the letting of your property. If you require any further information, please do not hesitate to contact us.

Appendix 1 COMPLAINTS PROCEDURE

If you have a complaint, then this note sets out the procedure, which we will follow in dealing with that complaint.

1. Arthur Bletchly has been appointed to deal with complaints, and you should not hesitate to contact him.
2. Where your complaint is initially made orally, you will be requested to send a written summary of your complaint to the person dealing with it.
3. Once we have received your written summary of the complaint, we will contact you in writing within [seven]* days to inform you of our understanding of the circumstances leading to your complaint. You will be invited to make any comments that you may have in relation to this.
4. Within [twenty-one]* days of receipt of your written summary, the person dealing with your complaint will write to you, in order to inform you of the outcome of the investigation into your complaint and to let you know what actions have been or will be taken.
5. If you are dissatisfied with any aspect of our handling of your complaint, you should contact Arthur Bletchly, who will personally conduct a separate review of your complaint and contact you within [fourteen]* days to inform you of the conclusion of this review.
6. If you remain dissatisfied with any aspect of our handling of your complaint, then we will attempt to resolve this promptly through negotiations, and otherwise agree to enter into mediation with you in accordance with the Centre for Dispute Resolution (CEDR) Model Mediation Procedure or the mediation process operated by the Royal Institution of Chartered Surveyors.
7. If the complaint has still not been resolved to your satisfaction, we agree to the referral of your complaint to the Surveyors and Valuers Arbitration Scheme operated by the Chartered Institute of Arbitrators, 24 Angel Gate, City Road, London EC1V 2RS from whom details of the Scheme may be obtained.

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* The time-limits are recommendations to ensure that complaints are dealt with promptly.

Appendix 2 HEALTH & SAFETY AND THE LAW

NOTE: Failure to comply with safety legislation is a CRIMINAL OFFENCE.

The information contained herein is intended for general guidance and is not an authoritative statement of law. If you need further information our staff will be able to help you or direct you to the appropriate body, or a solicitor.

The Gas Safety (Installation and Use) Regulations 1994, (Amendment) Regulations 1996 and (Amendment) (No2) Regulations 1999

The regulation states that:

“It shall be the duty of any person who owns a gas appliance or any installation pipe work installed in premises any part of premises let by him to ensure that such appliance or installation pipe work is maintained in a safe condition so as to prevent risk of injury to any person.”

Additionally that person should:

“Ensure that each appliance to which that duty extends is checked for safety at intervals of not more than 12 months by, or by an employee of, a member of a class of persons approved for the time being by the Health and Safety Executive.

He should:

“ Keep a record in respect of the appliances to which that duty extends of the dates of the inspection, the defects identified and any remedial action taken.”

Then:

“ The record referred to above shall be made available upon request and upon reasonable notice for the inspection of any tenant who may be affected by the use or operation of any appliance to which the record relates.

WHAT MUST BE CHECKED?

A gas appliance is an appliance designed for use by a consumer of any mains, propane or calor gas for heating, lighting, cooking or other purposes for which gas can be used.

Obviously this includes central heating systems and other heaters, flues, cookers, even gas powered refrigerators, tumble dryers, indeed, any fitted gas

appliance. "Gas installation pipe work" means gas pipe work, valve, regulators and meters.

WHAT ARE THE REPOSIBILITIES OF A LANDLORD?

Landlords of let property must not use or permit a gas appliance to be used if at any time he knows or has reason to suspect that:

1. There is insufficient supply of air for the appliance for proper combustion;
2. The removal of the products of combustion from the appliance cannot safely be carried out; and
3. The room in which the appliance is situated is not adequately ventilated.

WHO CAN CHECK & INSTALL APPLIANCES & PIPEWORK

Companies and individuals who are approved by the Health and Safety Executive may carry out installation and checking of gas appliances and pipe work, fittings and meters. This means Gas Board employers, Corgi registered companies or individuals, approved for work on residential property.

WHAT REGULATIONS ARE THERE REGARDING THE TYPE OF APPLIANCES INSTALLED?

Every gas appliance installed must be able to be used safely. There are restrictions on the type and heat output of appliances that may be installed in rooms intended for sleeping or in bathrooms and shower rooms. **CORGI registered or Gas board engineers will be able to advise you.**

When acting for their landlords Letting Agents are guilty of a **CRIMINAL OFFENCE** if annual inspections and any necessary repairs or maintenance is not carried out. Therefore, when appliances have been checked and service contracts arranged landlords must ensure that they receive (from the person who carried out the work) an official record of the engineer's name, address, the work carried out and the date.

THE FURNITURE AND FURNISHINGS (FIRE) (SAFETY) REGULATIONS 1988 & (Amended) Regulations 1993.

THE AIMS OF THE REGULATIONS

The regulations aim to improve safety by requiring all furniture and furnishings in rented properties to pass the "Cigarette test".

WHAT ITEMS ARE COVERED?

Upholstered furniture and furnishings containing foam: bed, mattresses, headboards and pillows, settees, armchairs, cushions, convertible furniture's. Carpets and curtains are excluded.

EXCLUSIONS TO THE REGULATIONS:

Furniture manufactured before 1st January 1950 does not need to comply with the regulations. This exempts 'period' or antique furniture.

PENALTIES

The offence carries a punishment of six months imprisonment or a fine in the region of £5000 or both. These penalties are only for non-compliance. Should there be a fire at the property and it can be proven that the non-compliant furniture aggravated the fire, the landlord could be held liable, and subject to greater penalties.

FURNITURE LABELS

The regulations set levels of fire resistance for domestic upholstered furniture's. Beds, bed bases and mattresses are covered by previous legislation, which requires them to meet the British Standard BS7 177 & BS 6807 and bear appropriate labels.

Furniture bears a label with a cigarette logo or the triangle sign. To date this is only way, short of setting fire to furniture, to be sure that it does comply. If the furniture does not meet the requirements they should be disposed of.

GENERAL & ELECTRICAL SAFETY LAW

The Consumer Protection Act 1987 controls the safety of Consumer goods. These requirements extend to "consumer goods" supplied in the course of business – in this case rented accommodation.

Landlords are responsible for ensuring that safety rules are complied with in particular and that all electrical appliances must be safe for use.

Under the The Electrical Equipment (Safety) Regulations 1994 electric wiring and appliances should be checked annually by an NICEIC/ ECA registered electrician.

CHECK LIST:

1. Electric live parts should not be accessible
2. Electric leads should not be worn or frayed and be complete with no joins.
3. Correct plugs (marked BS1363) should be fitted and correctly fused.
4. Electric moving parts should be guarded.
5. Electric blankets should be serviced according to the manufacturer's instructions.
6. Microwave doors should be clean, free from corrosion and effective.
7. Fireguards should meet BS3248.
8. Any fire extinguishers should be marked BS5423 1985.
9. Fire blankets should be marked BS6575 1985.

SMOKE ALARMS

Building Regulations 1991 require that all properties built since 1992 must have mains operated interlinked smoke alarms fitted. There are no such regulations for older properties but bValued recommend that smoke alarms be fitted to all properties.

GENERAL SAFETY REGULATIONS

If a house is divided into flats, the landlord retains control and occupation of all the common areas. Legislation such as the **Housing (Management of Houses in Multiple Occupation) Regulations 1990**, the **Occupiers Liability Act 1958** and the **Housing Act 1985** place responsibility on all landlords for the safety of tenants and visitors and anyone else who comes into the buildings

The regulations are strictly enforced and landlords must ensure that all areas, which are in common use are maintained in good repair and decoration clean and in good order.

Corridors and staircase etc must be kept free from obstruction and kept safe. There must be full fire precautions and means of escape. For example it is not permissible to have missing handrails or banisters. If there is any shared kitchen, toilets, bathrooms or showers, these must be kept in properly working order, clean and properly lit.

Fire regulations must be adhered to and there must be full provision of such fire precaution works as the local authority or fire services may require.

We require you to agree the following health and safety declaration before we are able to accept your instructions to manage your property.

To the best of my knowledge all furniture and furnishings at the property comply with the Fire Regulations 1993 and I hereby agree at my own expense to:

- a) Have all gas appliances serviced and safety-checked prior to the initial tenancy and annually thereafter, to comply with the Gas Safety Regulations.
- b) Have all electric wiring and equipment tested in accordance with Regulations.
- c) Either
 - i) Supply copy certificates to bValued.
 - ii) Or have bValued to arrange for:
 - a) gas safety checks
 - b) gas boiler heater service (to inc any independent heaters)
 - c) electrical safety checks of wiring & appliances.

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Appendix 3 Data Protection Act

The Act obliges us to ensure compliance concerning the way we hold and process personal information about you. Such information is to be treated in the strictest confidence and should only be used for purposes notified to the Registrar.

The Data We Hold

The uses of your personal information are covered by our notification. Third parties may introduce your business to us and we may introduce your business to third parties eg Independent Financial Advisers and solicitors. They will be under the same duty of confidentiality. We will endeavor to ensure the personal information we hold about you is accurate. If you have any questions or if you want a copy of the information we hold about you, please write to us enclosing a cheque for £10.

Using Your Personal Information

We will use your details to:

- a) Provide the service or product you applied for,
- b) Help us understand your needs
- c) To help us understand business trends
- d) To improve the products and services we offer, and
- e) Enable selected third parties to offer you a service or product that we think may benefit you.

We may contact you by mail, telephone, fax, e-mail or in person. You will not be obligated to purchase anything offered. We try to protect you from entering into an agreement not in your best interest. If you prefer not to receive information, please inform us.

If the above matters are agreed each owner should please sign and date the proforma, which should be returned to bValued (the other copy is for your retention).

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Declaration:

I confirm that:

- I have read the above and agree that the information provided by me, may be processed and disclosed in the ways described.
- I am / We are the sole / joint legal owner(s) of the Freehold/Leasehold interest in the above property.
- Information given in this form is true and accurate AND I shall let bValued know immediately if I become aware of any error.
- I my/our answers form the terms of my / our instructions to bValued Ltd.

Signed	Signed	Signed
Date	Date	Date