



STREETWISE*first*

**INFORMATION AND
AGREEMENT FOR
LANDLORDS**

**PROPERTY LEASING DEPARTMENT
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INFORMATION

This agreement is made between the Landlord of the property, as named on page 11, and StreetwiseFirst Limited as Leasing Agents for the purpose of information to the Landlord and to clearly define the services offered by the Agent and selected by the Landlord.

Leasing your home can be a very anxious time and our staff will be happy to answer any queries or discuss further any aspect of leasing in detail.

BANK/BUILDING SOCIETY'S CONSENT

Where the property is subject to a Bank or Building Society loan, consent must be obtained from the Lender. Proof of approval and a letter of ownership from your Solicitor should be provided.

INSURANCE

The Landlord is responsible for insuring the building and his/her own contents. The insurers must be notified of the intention to lease the property to eliminate the risk of any future claim being made void by your insurers. The tenants are responsible for insuring his/her own effects. Proof of the insurance policy/policies should be provided.

If the property is within a development with block buildings and or contents insurance please provide proof of leasing approval, which may be obtained from the communal factoring company.

INVENTORY

An inventory describing the contents, state of decoration etc. should be carried out immediately prior to the commencement of tenancy. We shall arrange for this to be carried out by an Independent Professional Valuer, the cost of which is the responsibility of the Landlord for both the inventory at the commencement and the re-check at the end of the tenancy. The tenant is given the opportunity to check the inventory, sign and return. In the case of an Independent Valuer engaged, he will prepare a report of damages and deficiencies at the end of the tenancy and the tenant will be held responsible for any necessary cleaning or gardening, damages and deterioration deemed to be over and above fair wear and tear.

FURNITURE AND FURNISHINGS FIRE SAFETY REGULATIONS 1988

All furnishings in leased property must comply with the above Fire Safety Regulations. This would mainly apply to soft furnishings, such as lounge suites, chairs, beds, mattresses, padded headboards etc. Further information is available on request. The Regulations as enforced by the Consumer Protection and Trading Standards Department of Aberdeen City Council, Broad Street, Aberdeen where a guide to the regulation can be obtained.

The property can be let furnished or part furnished. It is usually expected to have a minimum of curtains, carpets and domestic appliances and can vary to being fully furnished. This mainly depends on how the Landlord wishes to leave the property but we are happy to advise or assist if negotiations with the tenant call for changes.

Furnishing Requirements if Property to be Fully Furnished

Kitchen:

Cooker	Glassware
Fridge/Freezer	Microwave
Washing Machine	Crockery
Kettle	Cutlery
Toaster	Utensils
Iron	Saucepans
Ironing Board	Oven dishes
Vacuum Cleaner	
Clothes Airier	

Lounge:

Suite
Coffee table
Lamps
Unit

Dining Room:

Table and chairs
Heat protector cover for table if stained wood top

Bedrooms:

Double Beds where possible
Headboards
Bedside Cabinets
Chest of Drawers
Wardrobe
Double Duvet
4 Pillows
One complete bed set – duvet cover, sheets and pillowcases

Bathroom:

Bath Mat Set
Toilet Brush Set
Small selection of Towels

All rooms – floorings, light fittings, lampshades, curtains or blinds

Garden:

Basic gardening equipment to include –
Lawnmower and strimmer where applicable
Hand tools to include – hoe, rack, fork, spade, secateurs

GAS SAFETY (INSTALLATION AND USE) REGULATIONS 1994

All gas appliances and installations must be checked by a Corgi registered engineer and a Landlords Gas Safety Certificate provided confirming they are in safe working condition prior to commencements of tenancy and annually thereafter. We shall arrange for a Corgi registered engineer to carry out this work on behalf of the Landlord if the full factoring service is selected.

ELECTRICAL EQUIPMENT (SAFETY) REGULATIONS 1994

It is the Landlords responsibility to ensure all electrical equipment and appliances meet with the Electrical and Fire Safety Regulations. A qualified electrician (Select Registered preferred) should check and submit a report to confirm the safety of the electrical equipment and appliances (PAT – Portable Appliance Testing) and Periodic Testing of sockets and wiring etc., although there are no statutory testing intervals we recommend on an annual basis. A fire blanket and extinguisher should be supplied in the Kitchen, for safety and not for fighting fires.

Smoke detectors, one on each floor, should be in place. Battery operated smoke detectors fitted prior to September 2007 can remain but new or replacement smoke detectors must be hard wired to the mains electricity supply and be interlinked, again with one on each floor. This does not relate to Houses in Multiple Occupancy where specific requirements must be met, see page 4.

COMPULSORY REGISTRATION OF PRIVATE LANDLORDS

The Antisocial Behaviour etc (Scotland) Act 2004, part 8, includes the provision to require all private landlords be registered with your local authority (Aberdeen City Council or Aberdeenshire Council). All landlords and agents operating in Aberdeen or Aberdeenshire will require to register with the City Council or Shire Council as part of the new legislation, which came into effect on 31st March 2006. After this date it is an offence to let any property without being registered (or having submitted an application). www.landlordregistrationscotland.gov.uk landlordregistration@aberdeenscity.gov.uk
landlordregistration@aberdeenshire.gov.uk

HOUSE IN MULTIPLE OCCUPATION (THE CIVIC GOVERNMENT (SCOTLAND) ACT 1982)

Aberdeen City Council advise that an **owner** of premises leased to 3 or more unrelated tenants from October 2003 must apply for a licence for Houses in Multiple Occupancy (HMO).

Application must be made to the Aberdeen City Council and accompanied by relevant licensing fee and documentation.

There are standard compliances but each property will be assessed individually and you should contact Aberdeen City Council, HMO Department for full details. Our staff are also available to assist you regarding the HMO Licensing.

MAINTENANCE

The Landlord is responsible for all maintenance on repairs, except where repairs are a result of fault on the part of the tenant.

REPAIRING STANDARD

From 3 September 2007 there are important changes in the laws covering the responsibilities of private landlords to carry out repairs.

A short summary of your duties as a landlord is given below.

- The new Repairing Standard applies to the great majority of tenancies of houses in the private sector. It covers various aspects of the house, including the structure and exterior, various installations and fixtures, the safety of furniture, and smoke alarms. Landlords already have to meet most of these standards, but they are now brought together in one place.
- The landlord will have to ensure that the house meets the Repairing Standard at the start of the tenancy. This means that you (or someone authorised by you i.e. Leasing Agents) will have to inspect the house before the tenancy starts and tell the tenant if any work has to be done, as well as carrying out the work. It would be sensible to carry out the inspection in time to deal with any necessary repairs before the tenancy begins.
- The landlord also has to ensure that the house meets the Repairing Standard throughout the tenancy. This applies to existing tenancies as well as those that begin on and after 3 September. This duty only applies if your tenant tells you that work needs to be done or you become aware of this in some other way.
- Most landlords keep their properties in good condition, but if a tenant believes that the landlord has not complied with the Repairing Standard, he or she can apply to the new Private Rented Housing Panel. The Panel can reject the application, refer it to a Private Rented Housing Committee, or delay a decision if there is a good chance that the landlord and tenant can settle the dispute, possibly by mediation. If a Committee decides that the Repairing Standard has not been met, it can require the landlord to do the necessary work.
- At the start of the tenancy or earlier you have to tell the tenant about the effect of the Repairing Standard and Private Rented Housing Panel arrangements on the tenancy, which can also be downloaded from the Private Rented Housing Panel website at www.prhpscotland.gov.uk.
- Then comes statutory guidance on providing information to tenants and on the provision of smoke alarms in rented houses. Landlords must have regard to this guidance. Information about the PRHP is available at www.prhpscotland.gov.uk or from
Private Rented Housing Panel
3rd Floor
140 West Campbell Street
Glasgow
G2 4TZ
Tel: 0141 572 1170
Fax: 0141 572 1171
admin@prhpscotland.gov.uk

REPOSSESSION

The leases are prepared to ensure, so far as possible and allowed by law, that the Landlord can in due course resume possession of the property. When the initial period of the Lease has expired many tenancies continue on a month-to-month basis or may be extended for a further set period of time if authorised by the Landlord. In the event that the Landlord wishes the tenancy to terminate at the end of the set period of let, or at any time if the tenancy is continuing monthly, then in most cases the law requires that two months written notice is given to the tenant. In the event of a Notice to Quit being issued at the Landlords request a separate charge is made – see Fee Structure on page 9 & 10.

TAXATION

The profit you make from letting property is taxable in the U.K. and should be shown on your annual Self Assessment Return.

As a Leasing Agent StreetwiseFirst Limited are legally obliged to submit an Annual Report to HM Revenue & Customs providing all information on rental income for each year of leasing.

If you are resident abroad and receiving income from letting property, you automatically come into the HM Revenue & Customs' Non-resident Landlords Scheme. Put simply, this is a Scheme, where, by law, your Agent (i.e. StreetwiseFirst Limited) is required to deduct tax at the basic rate from the rental income and account for this quarterly to the HM Revenue & Customs.

If you are resident abroad and receiving income from letting property without a Leasing Agent acting on your behalf i.e. Rent Direct, you may the options of having the tenant hold the tax at the basic rate from the rental income in a separate account on your behalf or the tenant pays the required monthly rental minus the tax at the basis rate in order to record all income received for the Self Assessment Return at the end of the tax year.

You can complete a Form NRL1 to claim to have the rents paid gross and in most cases, provided your tax affairs are up to date, exemption will be granted. You will, however, be required to complete a Self Assessment Return at the end of the tax year. We would urge you to complete this Form before you go abroad. If the property is jointly owned, both parties must complete a Form NRL1.

(If you are going abroad please advise us and ask us to let you have Form(s) NRL1).

VACANT PROPERTY

Your insurance company may insist on regular visits to inspect your vacant property for burst pipes, leaks, break-ins, vandalism etc. It is recommended you check with your insurers of the frequency of visits required and who the person responsible should be.

StreetwiseFirst Limited will be happy to carry out inspections on instructions of the frequency required. See Fee Structure on page 9 & 10.

Maintenance repairs to vacant properties and property renovations can also be undertaken. See Fee Structure on page 9 & 10.

TENANT FINDING SERVICE and
FULL FACTORING SERVICE include the following:

- 1) An initial visit to the property to take particulars and advise the Landlord on the expected rental.
- 2) Ascertaining the Landlords specific preferences in relation to tenant(s), length of lease, terms of lease and any other details relevant to the individual Landlord and property.
- 3) Extensive Advertising: to include property details with photograph being advertised in our brochures distributed regularly and extensively; property details and photographs will be displayed on our website. In addition we periodically receive special 'block ad' offers from the local newspapers, which you may wish to consider at a separate cost and the Aberdeen Solicitors Property Centre through our sister company, James & George Collie.

- 4) Viewings will be arranged and where the property is already vacant a representative of Streetwise First Limited will escort all viewers.
- 5) Interviewing of prospective tenants and arranging for the necessary references.
- 6) Negotiating and preparing the Lease Agreement.
- 7) Arranging Independent Professional Valuer's Inventory to include final gas and electricity readings.
- 8) Ensuring utilities are transferred from the owners name to the tenant(s). The Landlord must arrange a final account for the telephone prior to vacating.
- 9) Advising the relevant Council Tax Office of the tenants' details to ensure the tenant is held directly responsible for Council Tax for the period of the tenancy.
- 10) Collection of the first month's rent and deposit. The deposit is normally the equivalent of one months rent (occasionally a higher deposit may be necessary) and is to be held in an interest bearing account on behalf of the tenant, with interest accrued payable to the tenant.

Where the tenant finding service only is selected, our Fee (and the Inventory cost if applicable) will be deducted from the funds collected from the tenant on behalf of the Landlord and the balance sent to the Landlord. The tenant will be advised of contact details for the Landlord and we will have no further involvement.

FULL FACTORING SERVICE

In addition to services 1 to 10 above, the Full Factoring Service includes the following:

- 11) Collection of monthly rents, invoicing where necessary for Company Lets. Rent reminders will be sent if necessary and any late payments will be dealt with promptly.
- 12) Payments of monthly rents to Landlord's designated bank account less monthly factoring fee and any outstanding invoices for repairs etc, if applicable. Other payments can be made from rental income such as insurance premium, in between tenancy council tax bills, gas contract etc. on the instruction of the Landlord.
- 13) Inspections of the property during the tenancy (first inspection after two months).
- 14) Management of general maintenance during tenancy. Necessary repairs carried out and estimates obtained for recommended or major work.
- 15) Monitoring and arranging annual Gas Safety Checks.
- 16) Preparation of monthly statements detailing all transactions, remitted upon receipt of the monthly rental and funds paid into the Landlord's chosen Bank Account normally within 5 days (not taking into consideration weekends or Bank Holidays).
- 17) Prior to the termination of tenancy the property is advertised for re-let unless contrary instructions are received from the Landlord.

- 18) The inventory re-check is carried out at the end of the tenancy by the Independent Valuer and a report of damages and deficiencies are submitted by him. In the event of cleaning and/or repairs being chargeable to the tenant, a contractor will be engaged on behalf of the Landlord to carry out any relevant work and the appropriate deductions will be made from the tenants deposit before finalising the tenancy.

It should be noted that Communal Repairs and Insurance Claims are over and above normal factoring and will be carried out on the Landlords instructions as stated in our Fee Structure on Page 9/10. It should also be noted that in the rare event of Court action being required to pursue unpaid rent or monies due at the end of a tenancy, such action can be instructed by the Landlord but would not be included under normal factoring charges.

**STREETWISEFIRST LIMITED
PROPERTY LEASING DEPARTMENT**

FEE STRUCTURE

All fees subject to VAT

OPTION ONE - FULL FACTORING SERVICE

Fee: 12% of the rental income (Minimum £50 per month)

Plus Negotiation and Tenancy set up Fee = 20% of the First Months Rent (Minimum £150)

OPTION TWO - TENANT FINDING SERVICE

Fee: One months rent for leases of one year or more or if less than a year scaled down to a minimum of one half of one months rent, depending on the length of lease secured.

ADDITIONAL SERVICES

Inventory

Minimum 10% of Monthly Rental at the Commencement and End of each Tenancy

Vacant Property Service

Inspection visits as requested by Landlord = £50 per month with twice monthly inspections
(Additional charge if outwith 8 mile radius of Aberdeen)

Major Maintenance and Property Renovation

Charged at 10% of the total costs for the administration of the works organised and completed

Insurance Claims and Property Repairs

Charged at 10% of the total costs for the administration of the works organised and completed

Communal Repairs

Charged at 10% of the total costs of the works organised and completed, having been instructed by one or all of the Landlords/Owners within the building

HMO Licence Application

Charged at 10% of the total costs for the administration of the works organised and completed to towards the receipt of the Licence from the relevant Council

Lease Only

Fee: £125

Supplementary Lease Agreement (for extending term or amendments to tenancy agreement)

Fee: £50

Notice To Quit

Fee: £75 plus Recorded Delivery Postal Charge

Cancellation of Full Management Services

One Month's written notice of cancellation or withdrawal of full management services, whether for the Landlord to manage the property direct or transferring to another Agency. To allow for all management services to be finalised and all relevant information supplied to the tenants and the relevant agencies i.e. Landlord Registration.

Fee: £100.00

**STREETWISEFIRST LIMITED
PROPERTY LEASING DEPARTMENT**

AGREEMENT

BETWEEN

LANDLORDS NAME: - _____

AND

AGENT: - STREETWISEFIRST LIMITED

**PROPERTY
TO BE LEASED:** _____

Signed _____ Date _____

Signed _____ Date _____

LANDLORDS INFORMATION SHEET

Landlord's Name _____
(Full)

(Both names if title in joints names)

Property: _____

Telephone No. _____

Property Details _____

Details of Special Note: _____

Correspondence Address: _____

Employer's Name & Address: _____

Contact Tel. Nos. Home: _____ Office: _____

Fax No. Home: _____ Office: _____

E-Mail. Home: _____ Office: _____

Mobile/s _____

National Insurance Number(s): _____

Name and Address

Of Bank or Building Society: _____

Consent to Lease granted: Yes/No

Copy of consent to Lease supplied Yes/No

Proof of Ownership supplied Yes/No

Name & Address of Insurers:

Buildings:

Contents:

Insurers Advised: Yes/No

Copy of Policy/Policies supplied Yes/No

Names & Address of Bank: _____

(For remittance of rents)

(Some form of ID will be _____

required in order for us _____

to process funds to _____

your bank) _____

Sort Code:

Account Number:

Account Name:

Account Type

Copy of Bank Account Record supplied Yes/No

Council Tax: Reference No: _____

Band: _____

Paid up to: _____

Services: Supplier's Name for:-
 Electricity: _____ Reference No: _____
 Gas: _____ Reference No: _____

Copy of Utility Bill supplied Yes/No

Telephone: _____
 Location of Septic tank: _____
 Last Emptied: _____
 Location of main stopcock: _____

Approval to supply relevant agencies of contact details for transfer of information relating to
 HM Customs, Utility Suppliers (gas & electricity) and Council Tax YES/NO

HMO Licence Required YES / NO
 Landlord Registration Reference Number _____

Non- Resident Landlord Application Required YES / NO

Inventory: Professional _____

Advertising: Please state if you wish a 'To Let' poster or board to be displayed at the property
 when it is available for lease. Yes/No

Please ensure the following, where applicable, are submitted to our Leasing Department: -

- Warranties/Insurance cover on any appliances or windows etc.
- Landlord's Gas Safety Certificate (required by law)
- Central Heating Contract
- Any special instructions for the tenant
- Any preferred tradesmen

As detailed in our "Information to Landlords – Agreement" you must ensure wiring and appliances are checked and in safe working condition. You must also ensure all furniture complies with the "Furniture and Furnishings (Fire) (Safety) Regulations 1988 and any item not complying should be removed or replaced prior to leasing. Further information and/or advise available on request.

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