



OWNED AND RUN BY CARDIFF UNIVERSITY STUDENTS' UNION

| GUIDELINES FOR | LANDLORDS

CARDIFFSTUDENTLETTING.COM

Cardiff Student Letting Guidelines for Landlords

Cardiff Student Letting has prepared these guidelines for Landlords to understand how our Student service works and that our high standards demand quality properties to let.

Index	Page No
1. Valuation.....	2
2. Standard of property.....	2
2.1 Houses in Multiple Occupation.....	2
2.1.1 Mandatory Licensing.....	3
2.1.2 Additional Licensing – Cathays & Roath (Plasnewydd).....	3
2.1.3 Rent Smart Wales.....	3
3. Service and cost.....	5
4. Tenancy	7
4.1 The Tenancy agreement.....	7
4.2 The Tenancy term.....	7
4.3 Starting the tenancy.....	7
5. Rent, Bonds & Insurance.....	7
5.1 Paying the Rent.....	7
5.2 The Bills.....	8
5.3 Bond/ deposits.....	8
5.4 House Insurance.....	8
5.5 Tenant Insurance.....	8
6. Property Repairs.....	9
7. Access to the Property.....	9
8. Furnished.....	9
9. Safety Regulations / Obligations.....	10
9.1 Gas Safety.....	10
9.2 Legionella Risk Assessment.....	10
9.3 Electrical Safety.....	11
9.4 Fire Safety / Smoke Alarms.....	12
9.5 Energy Performance Certificates	12
10. Non-Payment of Rent / Support and Welfare.....	12
11. Termination	12
11.1 Early Termination.....	12
11.2 Notice to Quit.....	13
11.3 End of Tenancy.....	13

Valuation Process & Service

1. VALUATION PROCESS:

When the appraisal appointment is made by Cardiff Student Letting with the prospective Landlord, a letting agency member of staff will conduct the following:

- Appraisal/Take on Form
- Terms & Conditions of Business
- Examples of currently marketed/recently let properties
- And any other documents which will provide the Landlord with an overall picture of the range of services offered by the Agency.

Pictures will be taken if given the instruction.

Our aim when meeting with a Landlord is to understand their plans and needs. It is also an opportunity for us to discuss the services that Cardiff Student Letting offer whilst assessing the suitability of the property for letting.

We collect sufficient information about the property to enable us to prepare details for marketing.

The meeting is also an opportunity for us to sit down and give Landlords rental advice and invite questions.

2. THE PROPERTY:

Cardiff Student Letting service is committed to provide tenants with a portfolio of property that complies with the high standard selection process. Where possible we will seek to provide students with accredited property and encourage our listed Landlords to become accredited with 'Landlord Accreditation Wales' scheme. You can find more information by going to <https://www.welshlandlords.org.uk/landlord-accreditation/>

2.1 HOUSES IN MULTIPLE OCCUPATION (HMO):

In the majority of cases most student houses will be classed as HMOs. Some of these HMOs will require a licence. Even some flats can be known as a 'Flat in Multiple Occupation' and may require a licence. The following details are guidelines only and landlords' are strongly advised to contact the Private Sector Housing section of Cardiff Council to establish whether their property falls into the category of a 'licensable HMO'. Failure to apply for a licence is an offence under Section 72(1) of the Housing Act 2004 for which a person may be fined up to £20,000. In addition you may be required to repay up to 12 months' rent for the period that the property was unlicensed.

Valuation Process & Service

2.1.1 MANDATORY LICENSING:

This scheme applies to all HMOs throughout Cardiff which have 3 or more storeys, and are occupied by 5 or more persons. This does not apply to houses split into flats however it is possible that some flats in certain buildings may be licensable. The fee for a licence under this scheme is currently £700. There are no discounts currently available and the licence will last for a period of 5 years, after which it will need to be renewed.

2.1.2 ADDITIONAL LICENSING – CATHAYS & ROATH:

From 1st July 2010 all HMOs in Cathays require a licence to enable them to be rented. From November 2014 all HMOs in Roath require a licence to enable them to be rented. Additional licensing does not apply to or affect properties that are licensable under Mandatory Licensing. Application forms are available to download from the Councils' website www.cardiff.gov.uk/privaterent, or they can post the forms to you. The fee for additional licensing is £660 per property but in certain cases discounts are available. Joining the scheme is not optional. Therefore, in order to market your property, Cardiff Student Letting will need a copy of your licence or proof that you have applied for one.

Contact details for licensing queries;

Private Sector Housing
Cardiff Council
Room 139
City Hall
Cardiff
CF10 3ND

Tel: 029 2087 1762

Email: privatesectorhousing@cardiff.gov.uk

Web: www.cardiff.gov.uk/privaterent

2.1.3 RENT SMART WALES

Rent Smart Wales was introduced on the 23rd November 2015. The concept being to have a central register of all landlords and agents in Wales and grant licences to landlords and agents who are required to comply with the Housing (Wales) Act 2014.

It is broken into two distinct categories;

1. Registration

All landlords' who rent out a property in Wales **MUST** register, even if you employ a managing agent to manage the property for you.

- The first step is for landlords' to register their details on the Rent Smart Wales website
- Pay the online registration fee of £33.50
- Keep your details updated and add any newly purchased properties within 28 days of completion and;
- Re-register every 5 years

2. Licensing

If you undertake any part of the day to day management of your property you will need to apply for a licence.

To get a license you will need to:

- Complete an application form on the Rent Smart Wales website
- Pay the appropriate fee (£144 if completed online, £186 if completed by paper application)
- Complete approved training
- Renew the licence every 5 years

Full details of the scheme and application forms can be found at <https://www.rentsmart.gov.wales/en/>

Valuation Process & Service

3. SERVICE AND COST:

We provide two services, 'Fully Managed' and 'Find Tenant Only'.

For the 'Fully Managed' service our set up fee is 25% of a full month rent plus VAT (Minimum of £225 plus VAT).

In addition the monthly management charge is 12% plus VAT of the collected rent. On the first let a professional inventory will need to be carried out. This will be an additional cost depending on the size of the property.

The 'Find Tenant Only' service is a one off set up fee of 75% of a full month's rent plus VAT. Set up fees are usually deducted from the first month's rent and the remainder paid via a bacs payment. Alternatively you can pay your fees in advance.

The table below shows the services that are provided for our fully managed and find tenant only services.

SERVICES	FULLY MANAGED	FIND TENANT ONLY
Advertising on our website and through Social Media	✓	✓
Accompanied Viewings	✓	✓
Tenancy Agreements	✓	✓
Collection of Guarantor forms for tenants*	✓	✓
Deposit Collection & Registration*	✓	✓
Collection of Advanced Rent	✓	✓
Standing order forms arranged for rental payment	✓	✓
Inventories and Schedule of conditions (additional cost)	✓	
Tenancy Agreement and Tenant details provided to Landlord		✓
Tenancy Opening appointment	✓	
Utility Companies and Council Tax notification	✓	
Collection of Monthly Rent & chasing of rent arrears	✓	
Monthly Management Reports	✓	
Termly Inspections	✓	
Record & Action Maintenance	✓	
Check out & Closing Inspection	✓	
Deposit return & negotiation	✓	

Valuation Process & Service

Collection of Guarantor forms for tenants*

We request that all tenants have a guarantor. The guarantor is normally a family member or family friend who will guarantee the tenant. Meaning if the tenant cannot or will not pay the rent, you have the right to request that the guarantor pays on their behalf. Guarantors are required as most student tenants do not yet have a credit or rental history or a regular income. Some students such as students from outside the UK do not have UK based guarantors. In this instance we request that they pay an increased deposit to ensure that any outstanding rent and damages can be covered by the deposit.

Deposit Collection & Registration*

We request that tenants pay a deposit of one month's rent plus £50 each to secure the property. If the tenant does not have a guarantor the deposit is two month's rent plus £100 each. If you have chosen us to manage your property or you use the Deposit Protection Service as your deposit scheme we will register the deposit with the Deposit Protection Service. If you have chosen our find tenant only service and your chosen deposit scheme is My Deposits or The Dispute Service we will collect the deposit send you all the tenant information for you to register the deposit and once the registration number has been confirmed we will transfer the deposit to you.

Inventories and Schedule of conditions (additional cost)

An inventory and schedule of conditions is essential to have done before letting your property as it details everything that is in the property and any damages. The inventories are carried out by an independent company and charge usually depends on the number of bedrooms. If you have your own inventory you will need to supply us with a copy otherwise we will automatically arrange one for you. Without a detailed inventory it may not be possible to claim for any damages at the end of the tenancy.

4. TENANCY

4.1 THE TENANCY AGREEMENT:

Our standard Assured Shorthold Tenancy Agreement covers most eventualities. This can be altered to include any special terms or conditions relevant to your circumstances or to cover any unusual features of the property.

4.2 THE TENANCY TERM:

Our tenancies are for an initial fixed term usually of twelve or ten months but this may vary depending on individual circumstances. During any fixed term tenancy it is not possible to evict a tenant without first proving the reason in court.

4.3 STARTING THE TENANCY:

Once the deposits are paid we will draw up the Tenancy Agreement incorporating any special conditions that you or the property requires. We will email the tenancy agreement to all tenants and guarantors for signing.

5. RENT, BONDS & INSURANCE

5.1 PAYING THE RENT:

We encourage our students to pay their rent by Standing Order. For 'managed properties' we then pay you monthly by direct transfer from our Clients Account to your Bank/Building Society Account, usually within a week or so of cleared funds arriving in our Bank. 'Find tenant only' landlords will receive the rent by standing order direct from their tenants' accounts.

RENT, BONDS & INSURANCE

5.2 THE BILLS:

For 'managed properties', all the service suppliers (gas, water, electricity and telephone) and the Council Tax Department will be informed by Cardiff Student Letting when a new tenant is in residence and the relevant meter readings have been provided. 'Find tenant only' landlords will need to notify the suppliers themselves. Any tenant's unpaid bills will then not be your responsibility.

Since 1st January 2015 there is an obligation on all landlords with properties located in the Cardiff area to share certain information about their tenants with the water company to avoid becoming jointly liable for any water debt that is linked with the property. For all managed properties Cardiff Student Letting will notify the water companies.

For more information visit the link below.

<https://www.rla.org.uk/landlord/guides/liability-for-water-payments.shtml>

5.3 BONDS/DEPOSITS:

As of 7th April 2007 new legislation came into force and as a result all bonds/deposits must be protected by a tenancy deposit scheme. With the 'fully managed' service all landlords registered with Cardiff Student Letting can be assured that all bonds will be held with The Deposit Protection Service (DPS). It is the only Government authorised service without membership or joining fees. More information is available at www.depositprotection.com

'Find tenant only' landlords are encouraged to use the Deposit Protection Service. www.depositprotection.com

Landlords wishing to retain the bond themselves will need to join one of two other insurance based and chargeable schemes. These are;

Tenancy Deposit Solutions Ltd (TDSL) www.mydeposits.co.uk and The Tenancy Deposit Scheme (TDS) www.tds.gb.com

5.4 HOUSE INSURANCE:

It is essential that you inform your House Insurance company, preferably in writing, that the property is to be let and then receive their confirmation that they will still be providing full insurance cover. This is entirely your responsibility - in the event of a claim, if the insurance company have not been informed of the tenancy, they will almost certainly not pay out. This could leave you with a burnt-out ruin, no money to re-build it and still a mortgage to pay!

5.5 TENANT S INSURANCE:

All tenants will be encouraged to obtain contents insurance and Cardiff Student Letting will provide them with details of reputable firms who provide this insurance.

PROPERTY REPAIRS

6. PROPERTY REPAIRS:

As part of our 'fully managed' service Cardiff Student Letting will arrange repairs to the property. These Repairs will be carried out with you paying for any required parts and labour costs. More serious problems will be referred to tradesmen for an estimate. We will always endeavour to contact you to discuss the situation before spending any money.

Landlords' using the 'find tenant only' service will be responsible for arranging all maintenance. Tenants' will contact the landlord directly should there be any problems.

It must be understood that the tenant is legally entitled to "enjoy" a home kept in reasonable repair and those repairs should be carried out within a reasonable time period.

7. ACCESS TO THE PROPERTY:

If you choose us to advertise your property we will require current tenant details and a set of keys in order to access the property for viewings.

This area is something Cardiff Student Letting take very seriously and you should note that the tenant is legally entitled to enjoy uninterrupted occupation of the property - we (and that includes you) are not legally allowed to gain access without first providing reasonable notice. It is a criminal offence to harass a tenant.

8. FURNISHED:

Student properties are usually provided furnished. Furnished usually refers to beds, wardrobes, desks, sofas etc as well as kitchen white goods. Supplying crockery, cutlery etc does happen but is not usually expected as most students will bring their own. The disadvantages of letting furnished property include the cost of supplying the furniture, the time and cost of preparing/checking an inventory of contents, the cost of replacing/repairing/maintaining these contents, Council Tax liability when unoccupied, insurance costs and potential damage/theft by the tenant. All contents must comply with the Furniture & Furnishings Fire Safety Regulations and the Electrical Safety Regulations.

SAFETY REGULATIONS / OBLIGATIONS

9. SAFETY REGULATIONS / OBLIGATIONS

9.1 GAS SAFETY:

The 1994 Gas Safety Regulations place a legal obligation on you/us to have any gas appliances (including bottle gas appliances) and flues checked and certified annually by a gas safe registered tradesman. A copy of the Landlord's Gas Safety Record has to be supplied to the tenant. Non-compliance is a criminal offence. Cost and inconvenience are reduced if all gas-fired appliances, including central heating systems, are serviced once a year at the same time as they are certified.

9.2 LEGIONELLA RISK ASSESSMENTS:

The HSE (Health and Safety Executive) now require a risk assessment to be carried out on any rental property.

Landlords must understand the health risks associated with legionella.

'Duties under the Health and Safety at Work etc Act 1974 (HSWA) extend to risks from legionella bacteria, which may arise from work activities. The Management of Health and Safety at Work Regulations (MHSWR) provide a broad framework for controlling health and safety at work. More specifically, the Control of Substances Hazardous to Health Regulations 2002 (COSHH) provide a framework of actions designed to assess, prevent or control the risk from bacteria like Legionella and take suitable precautions.'

As an employer, or a person in control of the premises, you are responsible for health and safety and need to take the right precautions to reduce the risks of exposure to legionella. You must understand how to:

- identify and assess sources of risk
- manage any risks
- prevent or control any risks
- keep and maintain the correct records
- carry out any other duties you may have

In order to inform us that you have done this you will need to either provide us with the risk assessment certificate or we will require you to sign a disclaimer informing us that you are organising this yourself.

For 'Fully Managed' service we will arrange the risk assessment for you.

SAFETY REGULATIONS / OBLIGATIONS

9.3 ELECTRICAL SAFETY:

All appliances provided by the landlord should be checked annually. This is known as Portable Appliance Testing (P.A.T). It includes all electrical items such as washing machines, kettles etc. In addition, a periodic inspection of the electrics must be carried out every five years OR at the beginning of each new tenancy (i.e. usually annually).

- Failure to do so is a legal offence and could result in a fine.
 - Non-certified work could also put your household insurance policy at risk.
- You may have problems selling the property if you can't provide evidence that all electrical installations are compliant.

There are two ways to prove compliance:

- A certificate showing the work has been done by a government approved electrical installer such as British Gas
- A certificate from the local authority saying that the installation has approval under the Building Regulations.
- Homeowners are still able to do some minor electrical jobs themselves.

The following table is a useful reference:

Examples of Work	Can I do it myself?
Complete new or rewiring job	No
Replacing existing accessories such as lights, sockets outlets, ceiling roses, switches, fused spurs etc	Yes
Adding lighting points to an existing circuit in a "special location" like the kitchen, bathroom or garden	No
Adding lighting points to an existing circuit in other locations like dining rooms, lounges or bedrooms	Yes
Installing electrical earth connections to pipe work and metalwork	No
Fuse box	No
Disconnecting and reconnecting existing equipment	Yes
Adding a new circuit	No

SAFETY REGULATIONS / OBLIGATIONS

9.4 FIRE SAFETY/ SMOKE ALARMS:

Certain Houses classed as 'Houses in Multiple Occupation' will legally require smoke alarms. Landlords must contact the Private Sector Housing section of Cardiff County Council to assess what fire precautions are legally required for their property. They can be contacted on 029 2087 3565 or 029 2087 3564

Cardiff Student Letting will insist on installing smoke alarms as part of our high standard requirements.

9.5 ENERGY PERFORMANCE CERTIFICATES:

From 1st October 2008, all rental properties require an Energy Performance certificate (EPC). A valid EPC must be made available to all prospective tenants before they actually view the property. Certificates are valid for 10 years.

We will not be able to advertise any properties without a valid EPC.

Rent & Termination

10. NON- PAYMENT OF RENT / SUPPORT AND WELFARE:

Cardiff Student Letting will be providing an advisory clinic to assist students with any payment queries and establish the full extent of the problem. Our aim is to resolve the situation before it escalates. We will try to determine why the rent has not been paid since different causes require different solutions. It is worth considering the following as reasons for non-payment:

- Tenants have a grievance and are with-holding the rent – most grievances are sortable.
- Perhaps the tenant decided that their need was more important than yours was! We always talk to the tenants - money problems affect most of us at some stage in our lives, perhaps they need help and advice.
- Accident, illness or injury can all cause hiccups in rent payments. A previously good tenant is worth looking after, perhaps by accepting payment of the arrears by instalments. Court action should only be a last resort.

11. TERMINATION OF TENANCY:

11.1 EARLY TERMINATION:

Tenants, perhaps because of a change in circumstances, want to terminate their tenancy before the initial fixed period has expired. Since they have signed a legally binding document we would be perfectly within our rights to demand the full rent for that period regardless of whether or not they continue to occupy. However we prefer not to gamble and instead recommend offering to release the current tenant as soon as a suitable replacement tenant can be found. We do however ensure that our client, the Landlord, does not suffer financially in the process. In these circumstances we therefore charge the outgoing tenant a fee to cover the costs of the new contracts.

11.2 NOTICE TO QUIT:

The tenant is entitled to 2 months (measured from a rent day) of your requirement for possession. Under normal circumstances it is not possible to terminate a tenancy before the initial fixed term has expired or at least six months have passed. The earliest a six-month tenancy can therefore be terminated is by giving notice before the end of the fourth month to expire on the sixth month. In any subsequent Periodic Tenancy two months' notice is still always required.

11.3 END OF TENANCY/MOVING OUT:

Just before the end of a tenancy we re-inspect the property to ensure that the tenant is aware of any cleaning, decorating, repairing, gardening etc that may be required to safeguard the return of their deposit. We then check the property again, once the tenant has vacated, to take final meter readings and confirm, or otherwise, the return of the deposit. 'Find tenant only' landlords are responsible for inspections of their property. If you have not provided the tenants with an inventory at the beginning of the tenancy then it may prove very difficult to retain any of the bond for damages to fixtures and fittings.