


# LETTINGS & PROPERTY MANAGEMENT



RUSH  
WITT &  
WILSON

LETTINGS@RUSHWITTWILSON.CO.UK



# Our Services

## Tenant Find Only Package

- We will advertise your property from our 7 offices across the local area, along with online promotion.
- We will carry out all viewings and report to you regularly with feedback.
- Once we have found a suitable tenant we will obtain references and right to rent checks and draw up an Assured Shorthold Tenancy Agreement, schedule of condition (additional charge) and prescribed deposit information.
- We will arrange any Energy performance, Gas Safety Certificates etc as required.
- We will see the tenant into the property and arrange for a standing order to be set up for monthly rent payments.
- The deposit can be transferred to your chosen deposit company or we can register this on your behalf, both for a small additional fee

## Part Management Package

The Part Management Package includes all listed above in the tenant find only package plus:

- Collection of rent on a monthly basis and forwarding on to you less our commission
- Arrange required legal certification
- Carry out rolling 6 monthly inspections
- You will be the tenants main contact for any maintenance.
- We will arrange the “move out” inspection for a small additional fee and return any deposit amount after you have negotiated this with the tenant.

## Full Management Package

The Full Management Package includes all listed above in the tenant find only package plus:

- Collection of rent on a monthly basis and prompt payment to you less our commission, chasing any rent arrears if needed.
- Detailed monthly statements to yourself and your accountant.
- Carry out an initial 3 month inspection, followed by rolling 6 monthly inspections
- Arrange required legal certification
- We will act as first point of contact between the tenant and landlord.
- We will carry out specific requests from landlords with regards to the property
- We will arrange the “move out” inspection for a small additional fee and negotiate the return of the deposit monies.
- We will organise contractors to quote and carry out any maintenance work needed.



# Our Fees (all fees are quoted inc vat)

<b>Tenant Find Only Package</b>	A fee equal to 100% of the first month's rent
<b>Part Management Package</b>	A fee equal to 75% of the first months rent plus 9% of monthly rent thereafter, including the first month <i>Please also note that for any maintenance works instructed by Rush Witt &amp; Wilson there will also be a fee equal to 12% of the invoice total.</i>
<b>Full Management Package</b>	A fee equal to 75% of the first months rent plus 12% of monthly rent thereafter, including the first month <i>Please also note that for any maintenance works instructed by Rush Witt &amp; Wilson there will also be a fee equal to 12% of the invoice total.</i>
<b>Condition Schedule Charges</b>	Even if the property is unfurnished there should be a Schedule of Condition for the property. It has become increasingly difficult to claim recompense for any damage at the end of the Tenancy without the move in condition being properly documented.  <b>1 Bedroom:</b> £115.00 <b>2 Bedroom:</b> £130.00 <b>3 Bedroom:</b> £140.00 <b>4 Bedroom:</b> £160.00 <b>5 Bedroom:</b> £180.00 <b>6 Bedrooms and over:</b> POA <i>There is an additional £75 surcharge for furnished properties.</i>
<b>Court attendance on behalf of a landlord for eviction purposes</b>	£80.00 per hour
<b>Resigning Tenancy Agreements</b>	<b>Managed properties:</b> £90.00 on a 6-monthly basis <b>Resigning tenancy agreements and associated paperwork for non-managed properties:</b> £300.00 (only available until the 30th April 2026)
<b>Overseas Administration Charge</b>	£17.40 per month (managed properties)
<b>Additional Property Inspection Visits</b>	£40.00
<b>Rent Review (to include Section 13 Notice)</b>	£60.00
<b>Move Out Inspection</b>	£96  <b>The condition of the property at move out should be properly documented for deposit purposes.</b>
<b>Annual Accounts Summary</b>	£18.00
<b>Tenancy Dispute Administration Charge</b>	For arrangement of quotations/repair works as a result of a tenancy dispute - £80
<b>Deposit Registration Fee</b>	£30
<b>Anti Money Laundering (AML) Checks:</b>	£20
<b>Sanction Checks</b>	£10 required annually for tenants and landlords

# Letting your Property

## What can you expect from us?

Letting a property can be a stressful process, which is why we are here to help you through every step along the way.

We don't dress this up with hype; our testimonials show our commitment to you and that we genuinely care.

Here are a few things that you can expect from us as your trusted letting agents...

### Free Rental Appraisal

One of our dedicated team will meet you and carry out a free no obligation rental appraisal, along with discussing your needs and what Rush Witt & Wilson can offer you.

### Marketing

Following your instructions we will market your property from our 7 local offices. Your property will be advertised online with widespread internet coverage.

### Tenant Referencing

Once a suitable tenant has been found, their application forms will be processed by our dedicated referencing team, and our experienced and professional staff will firstly discuss their details with you.

Once you are happy to proceed we will run a credit check and apply for references. Once all of these have come back satisfactorily we will agree a move in date.

### Move In

Once the move in date has been agreed we will arrange with the tenants to sign Tenancy Agreements and Condition Schedules, providing a copy for yourself and one for the tenants to keep. We will arrange for a standing order to be set up to pay the monthly rent, either to yourselves if you employ us on a let only service or directly to us if you opted for one of our management packages. We will then forward to you the monthly rent minus our monthly fee for which you will be provided with an invoice and a monthly statement.

### Management

If you opted for the Let Only Service, the landlord would take over the management from this point, we will provide all contact details for the tenant. If you opted for the Full Management Package the tenant will continue to contact us should there be any problems. We will carry out an initial 3 month inspection, followed by rolling 6 monthly inspections. If you have chosen the part management package the tenant will contact you directly for any maintenance and us for any other questions. We will carry out rolling six monthly inspections.

## Should I let furnished or unfurnished?

All properties should usually include carpets and curtain fittings. A major consideration for Landlords who have a choice whether to let a property furnished or unfurnished is that there are Regulations which must be adhered to specifically on furnished properties.

The Furniture and Furnishings (Fire) (Safety) (Amended) Regulations 1993 require that all upholstered furniture and furnishings in rented properties pass the "cigarette test". If any property is found not to comply the landlord faces fines or imprisonment, or both. Any Landlord placing a property on the rental market for the first time must comply with these regulations immediately, and any furniture not complying must be removed before the tenancy commences.

### Products covered by the furniture and furnishings regulations:

- Furniture intended for private use including children's furniture
- Beds, headboards, mattresses
- Sofa beds, futons and other convertibles
- Garden furniture which is suitable for use in a dwelling
- Pillows, cushions & seat pads
- Loose and stretch covers for furniture

### Products usually not covered by the regulations:

- Curtains, Carpets, Sleeping bags
- Bedclothes (including duvet covers)
- Loose covers for mattresses and pillowcases
- Furniture made before 1950

# Renters' Rights Act 2025

Whilst the Act became law in late 2025, the majority of the legislation comes into effect from 1st May 2026. The key changes, along with some later elements, are detailed below.

Much of the legislation is positive and simply changes the way in which certain processes are handled.

With ever-changing legislation, it is vital that you instruct an agent who is knowledgeable about the new law and the changes that must be implemented. Many self-managing landlords, or those with agents who are not fully up to date, may be unaware of these changes and could risk financial penalties or difficulty regaining possession should the legislation not be followed correctly.

## The End of Fixed-Term Tenancies

From 1st May 2026, all tenancies will become periodic. This means that new and existing tenancies will roll on a month-by-month basis, and any previous fixed-term agreements will cease to apply.

From this date, tenants must give two months' notice to leave, rather than the previous one month.

A Government-published document must also be served on any existing tenants whose agreements were signed before 1st May 2026, within a specified timeframe, to update them on the changes.



## Rent Increases Must Be Fair

Going forward, rents must be increased using the official Section 13 notice and must reflect a fair market level.

From 1st May 2026, landlords must give two months' notice of any rent increase. Increases can still be applied annually.

Tenants have always had the right to challenge a rent increase through the First-tier Tribunal (FTT), and this remains unchanged. However, under the new legislation, if a tenant refers a proposed increase to the Tribunal, the increase will be placed on hold until a decision has been made.

It is therefore more important than ever to ensure that rent increases are fair and supported by comparable evidence.

Open conversations with tenants before serving formal notice are also advisable, as the Tribunal may reduce increases it considers unreasonable.

As part of our management service, we will review and diarise rent increases to ensure your investment continues to perform appropriately.

## Section 21 Abolished

From 1st May 2026, Section 21 notices (often referred to as 'no-fault' evictions) will be abolished.

Landlords will instead rely on the extended Section 8 grounds, which have been expanded to include additional, clearly defined reasons for possession.

It remains entirely possible to regain possession of a property; however, notice must now be served under a specific ground.

One of the most common grounds is where a landlord wishes to sell. In this situation:

- Four months' notice must be given via a Section 8 notice
- The tenancy must have been in place for at least 12 months before the notice can expire
- The notice cannot be served before month 8 of the tenancy

Additionally, once possession is obtained under this ground, the landlord will be restricted from re-letting the property for 12 months, to prevent misuse of this provision.

## No Bidding Wars & Restrictions on Rent in Advance

Landlords are no longer permitted to accept offers above the advertised rent. This measure is intended to prevent competitive bidding situations that place pressure on tenants.

The practice of taking multiple months' rent in advance has also been restricted. From 1st May 2026, only one month's rent may be taken in advance, and only once contracts have been signed.

As a result, guarantors may become more common where applicants do not meet referencing criteria.

## It Is Illegal to Discriminate

All applicants must be considered fairly and individually.

From 1st May 2026, landlords cannot refuse a tenant based on the fact that they have children or receive benefits. Applicants must still meet affordability criteria, including any benefits received.

If insurance policies or head leases contain restrictive clauses, evidence must be provided to demonstrate that such restrictions apply. Over time, many of these clauses are expected to be reviewed and removed upon renewal.

Failure to comply with discrimination rules could result in legal action.

## Pets in Rental Properties

From 1st May 2026, tenants will have the right to request permission to keep a pet. Landlords cannot unreasonably withhold consent.

A response must be provided within a specified timeframe. If permission must be sought from a superior landlord (for example, a freeholder or block managing agent), the response period may be extended.

If a tenant believes consent has been unfairly refused, they may challenge the decision.

Where a superior landlord or head lease prohibits pets, this will constitute a reasonable ground for refusal.

If consent is granted, a pet agreement addendum can be used. This may include clauses requiring the tenant to:

- Repair any pet-related damage
- Clean the property to a professional standard at the end of the tenancy

Regular inspections, carried out as part of our management service, will help monitor property condition.

## Future Changes Under the Renters' Rights Act

### Landlord Database

A national landlord database is expected to be introduced in late 2026 or 2027.

All landlords will be required to register

themselves and their properties in order to continue letting.

A registration fee is anticipated.

We hope to offer registration support for a small additional fee, once full details are published. Failure to register could result in financial penalties.

## Landlord Ombudsman

A new Landlord Ombudsman scheme is expected to launch in 2028. This will provide an alternative route for resolving tenant complaints without court proceedings.

All landlords will be required to join the scheme. Failure to register could result in fines and potential restrictions on letting until compliance is achieved.

## Awaab's Law

Awaab's Law will extend to the private rented sector between 2035 and 2037.

This legislation ensures that landlords take swift action to investigate and remedy serious hazards, such as damp and mould, within specified timeframes. Failure to comply may result in enforcement action.

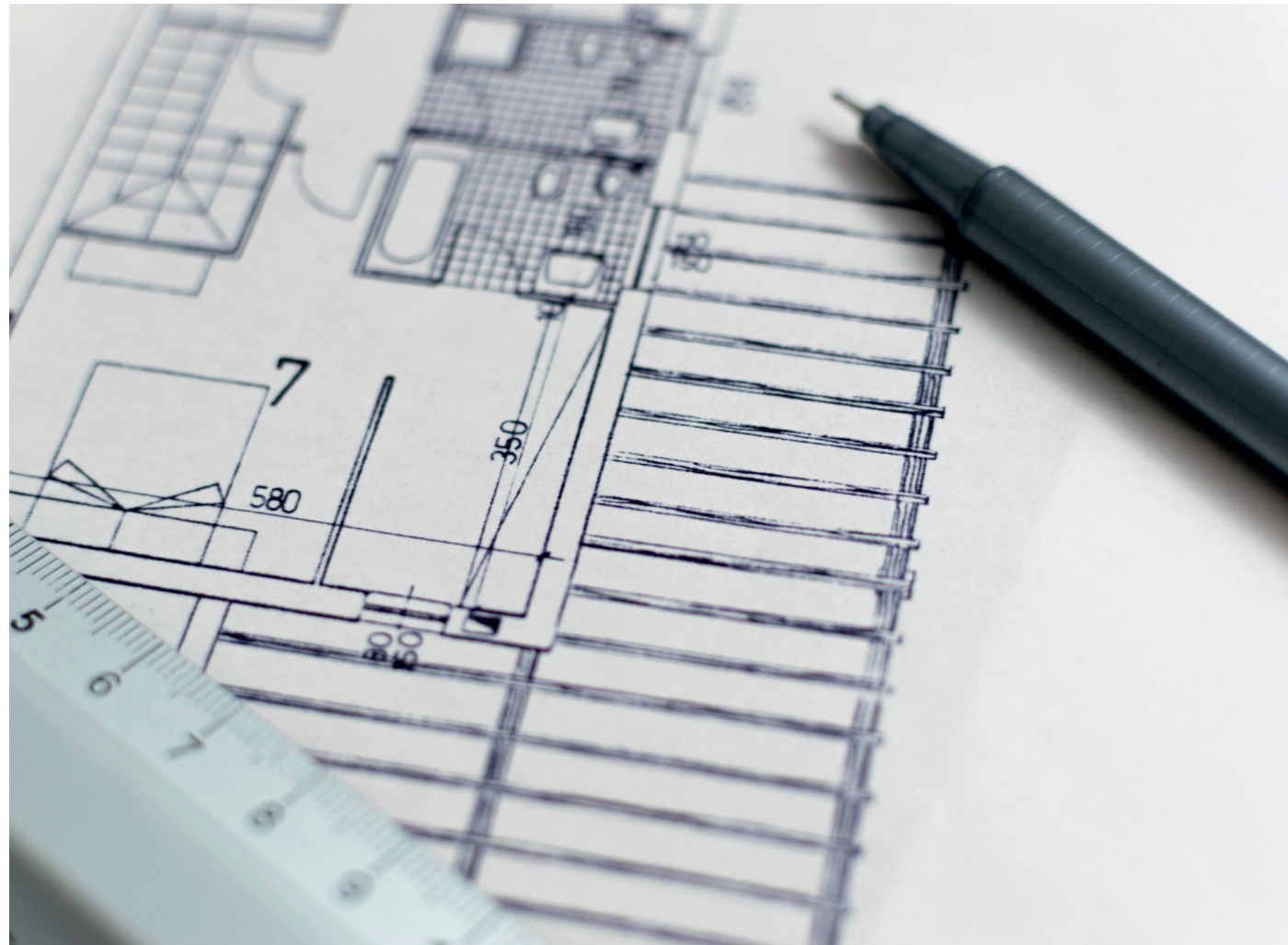
## Decent Homes Standard

A Decent Homes Standard (DHS) is expected to be introduced between 2035 and 2037 to ensure that all privately rented properties meet defined safety and quality standards. This will include an update to the Housing Health and Safety Rating System (HHSRS).

Whilst most landlords already provide safe and well-maintained homes, this legislation will create consistency across the sector and address substandard accommodation.

For landlords using our management service, we will ensure all compliance requirements are met, helping you remain fully prepared.



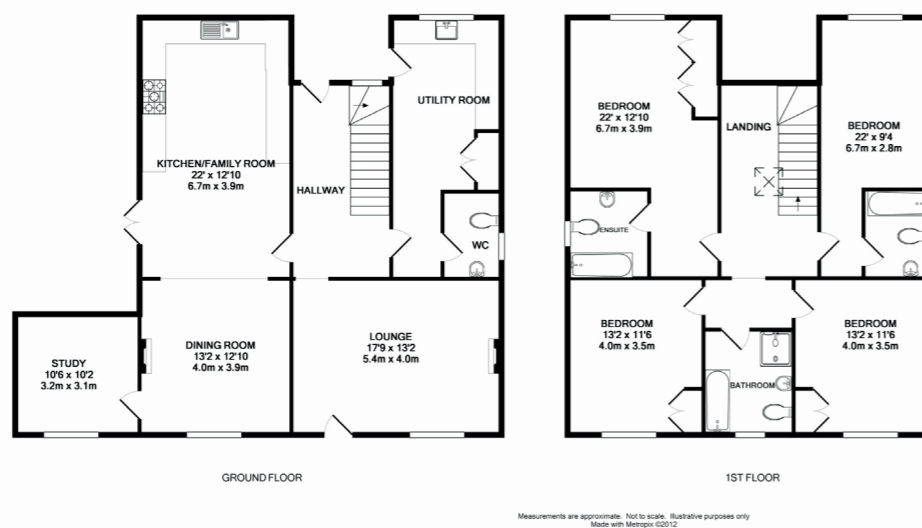


## Floor Plan

With online marketing proving our most important tool it is now imperative that a floor plan is included with any advertised property. This ensures that your property stands out against the competition, therefore in most cases leading to a much faster rental.

Click through rates on properties with floor plans are much higher and ensures that it is not bypassed for another available rental property with more information.

We can instruct one of these for you at a small one off cost, and this can then be used every time we market the property for you as long as no structural changes are made.



*If you choose to instruct us to carry out an EPC on your behalf, we are able to offer you a FREE floor plan!*



## Energy Performance Certificate

From 1 October 2008, all rental properties with a new tenancy in England and Wales will be required to have an Energy Performance Certificate (EPC). We need to have an EPC on file when we begin marketing your property.

EPCs look similar to the energy labels found on domestic appliances such as fridges and washing machines. The energy efficiency and environmental impact of your property will be rated on a scale from A-G (where A is the most efficient and G the least efficient) as shown below. Current running costs for heating, hot water and lighting will also be shown on the certificate, together with a list of recommended energy saving improvements. The certificates last for a ten year period.

### Minimum Efficiency Standards

The minimum level of energy efficiency means that, subject to certain requirements and exemptions:

a) from the 1st April 2018, landlords of relevant domestic private rented properties may not grant a tenancy to new or existing tenants if their property has an EPC rating of band F or G (as shown on the Energy Performance Certificate for the property)

b) from 1st April 2020, landlords must not continue letting a relevant domestic property which is already let if that property has an EPC rating of F or G (as shown on the Energy Performance Certificate for the property)

Please note further upcoming legislation expected in 2030 suggests that all domestic private rented properties will need to have an EPC rating of a C or above in order for them to be let. Updated exemptions will likely be published nearer the time.

Rush Witt & Wilson have an appointed domestic energy assessor and we can arrange for this to be done on your behalf.

Alternatively DEAs can be found in local directories or via [hcrregister.com/findassessorinspector](http://hcrregister.com/findassessorinspector) if you wish to make your own arrangements.





## Gas Safety Certificate

It is the duty of the landlord to ensure that all gas supplied appliances are maintained in a safe condition, inspected and checked at least every 12 months by a GAS SAFE engineer.

A Gas Safety certificate should only be issued by a GAS SAFE engineer and a copy given to both the tenant and the managing agent. As these regulations apply equally to the managing agent as well as the landlord, you will understand that we must take a clear stance on this matter. Non compliance with the gas safety regulations is a criminal offence and could result in a heavy fine, imprisonment or both.

We can organise this with a gas safe plumber. If you are going to organise this with another engineer then we require a copy of the certificate before any move in can go ahead or before the current one expires. Failure to renew a gas safety certificate can result in difficulty evicting a tenant via the courts.

### IMPORTANT INFORMATION FOR CUSTOMERS WHO HAVE BOILER FLUES IN CEILING SPACES OR BOXED IN:

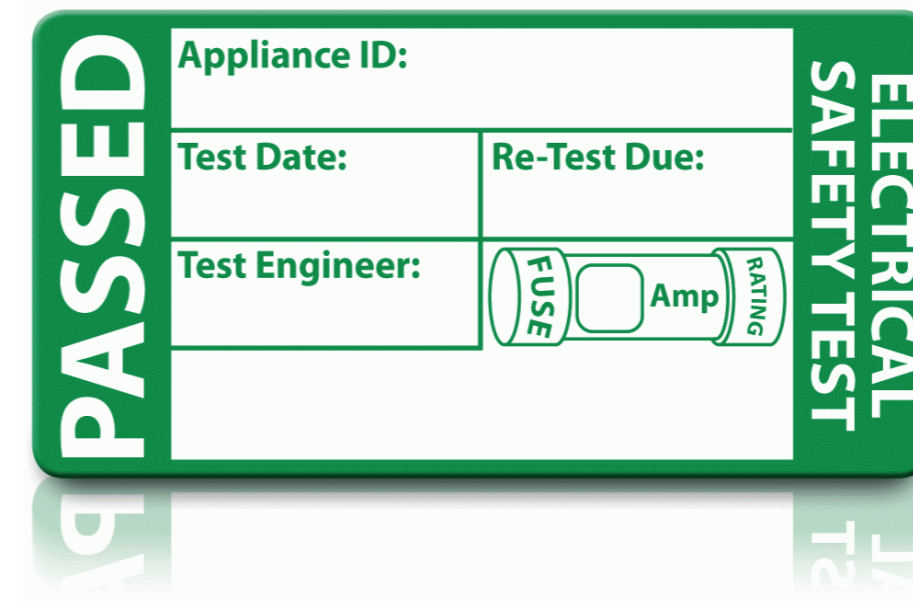
Some properties, mainly flats and apartments, have been built with boiler flues which cannot be inspected because they are hidden behind walls or ceilings. If you own or live in one of these homes, then please read on for more information so you know what to do.

Gas Safe registered engineers need to be able to see the flue – which takes fumes away from the boiler – as part of essential safety checks whenever the boiler is worked on. If you do have a boiler where all, or part of, the flue cannot be seen, you will need to arrange for inspection hatches to be fitted.

From 1 January 2013, any Gas Safe registered engineer will turn the boiler off and formally advise you not to use it until inspection hatches have been fitted in appropriate places.

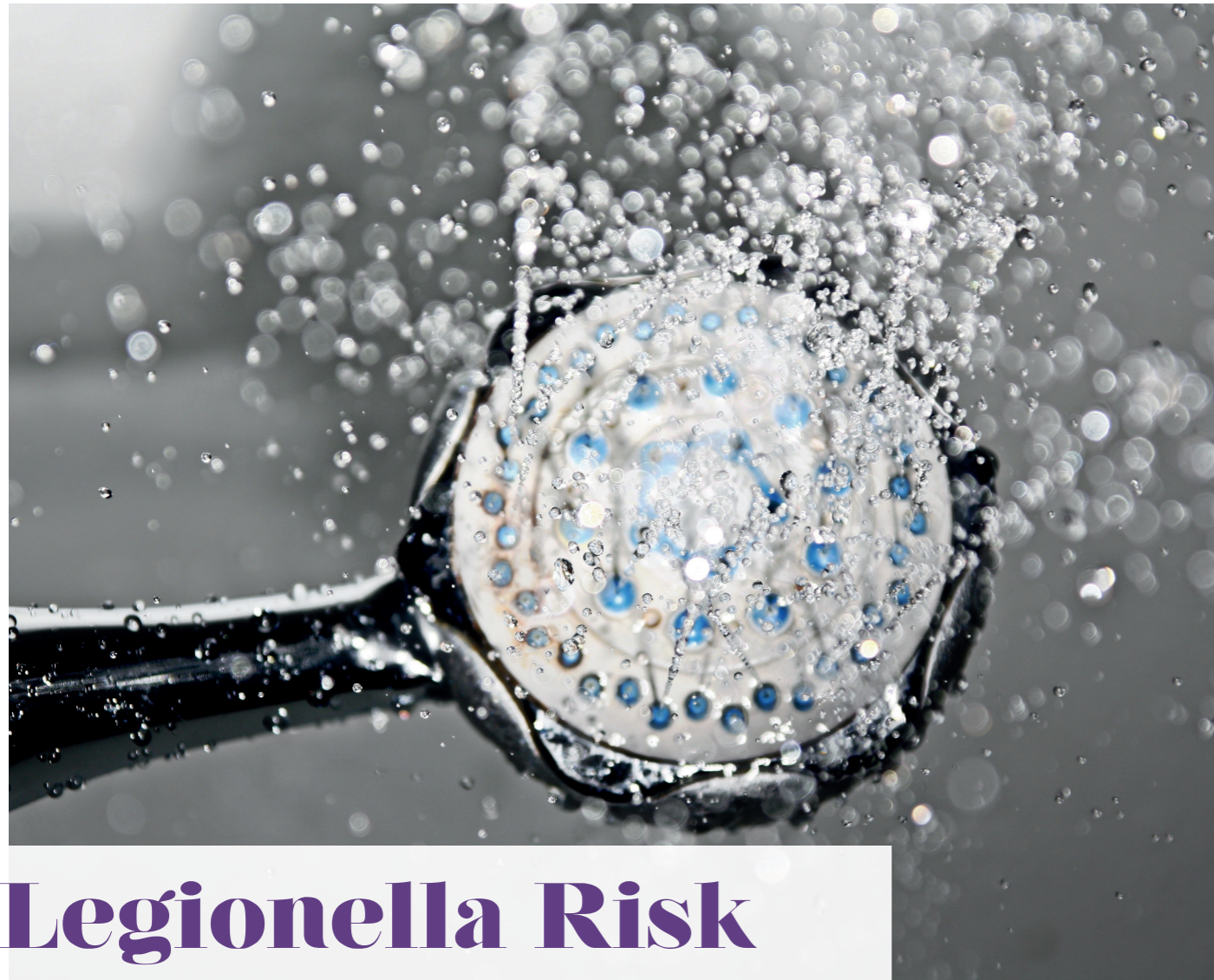


## Portable Appliance Electrical Test



The landlord is responsible for making sure that all electrical and electrical appliances supplied in the property must be safe for use. If any portable appliances are going to be left in the property we would recommend that a portable appliance test is carried out by a qualified electrician on an annual basis.

We are happy to arrange for the necessary electrical inspections to be carried out on your behalf. If multiple appliances are present on inspection a small additional charge may be applicable per appliance.



# Legionella Risk Assessment

## What is Legionnaire's?

Legionnaires Disease is a potentially fatal form of pneumonia which can affect anybody, but which principally affects those who are susceptible because of age, illness, immunosuppression, smoking etc.

It is caused by the bacterium Legionella pneumophila and related bacteria that can be found naturally in environmental water sources such as rivers, lakes and reservoirs. They may also be found in purpose built water systems where temperatures have been at the right level to encourage their growth. Legionella bacteria thrive between 20°C and 45°C.

Although their presence is more likely in large systems such as cooling towers, air conditioning systems and whirlpool spas, Legionella bacteria can also multiply in the water systems and storage tanks in residential properties. Showers, boilers and other smaller tanks may

still support the growth and proliferation of legionella organisms. In multi-occupied buildings, there is often inadequate pressure from mains water to supply all dwellings, so water may be stored. This could be in a header tank at the top of the block or even tanks at a lower level, with booster pumps to supply water to the units. Any such tank presents potential places for the bacteria to grow.

The vast majority of dwellings in the UK are served by public mains water, with around 1% of the population served by private water supplies. Private supplies may be untreated and can become contaminated more readily. Levels of chlorine in public mains water may help reduce the bacteria, but this chlorine won't be present in private supplies. In addition, with private supplies, the water is usually pumped into a storage tank within the dwelling, where it can be left to stagnate.

## What legal duties do I have?

The Housing Act 2004 introduced the Housing Health and Safety Rating System HHSRS as a way of assessing risks from hazards commonly found in domestic properties. It has been a requirement since March 2012 for landlords to carry out legionella checks. More recent guidance from April 2014 emphasises landlords' responsibilities in protecting tenants from Legionella bacteria. The new guidance also extends to the similar, but less serious, conditions of Pontiac fever and Lochgoilhead fever. Unless you actually employ more than five people, you do not need to write any risk assessments down, but you would need to be able to demonstrate that you had taken all necessary precautions should a problem occur.

The water supply is one of the hazards that landlords need to consider. This covers the quality and adequacy of the supply within the dwelling for drinking and other domestic purposes such as cooking, washing, cleaning and sanitation. Risks of contamination from the Legionella bacteria need to be considered and if any are identified, steps need to be taken to minimize them as far as possible. This could be risks to tenants, visitors and anyone working at the property. It would be particularly important to consider where rooms or properties have been vacant for some time as the water will have been stagnant in the pipes.

Landlords who provide residential accommodation (or who are responsible for the water system in their premises) have always had a duty to assess the risk from exposure to Legionella to their residents, guests, tenants and customers.

A simple risk assessment is required and landlords can do this themselves but if they do not feel competent to do so, they can choose to arrange for someone who is competent to do it on their behalf.

The water systems in most residential premises are considered lower risk and water usage is regular, it is not usually necessary to have 'over the top' control measures. Simple and proportionate control measures will help reduce any risk. Although landlords' responsibilities concerning legionella sound daunting, it is largely a matter of balancing common sense with making sure you have covered yourself legally.

More information can be found online with regards to measures for reducing risks. Some literature suggests failure to comply can result in fines up to £20,000. Guidance from the health & safety executive, which was updated in April emphasises the Landlords responsibilities in protecting tenants from legionella bacteria. As an agent we are unable to undertake these tests on your behalf, however please contact the office for more information or advice.

We are happy to arrange for the necessary risk assessment to be carried out on your behalf.

## Avoiding Legionella

Water in the boiler should be kept at a minimum of 60°C and at each outlet point above 50°C within a minute of running the water, but beware of scalding risks.

Shower heads and hoses must be dismantled, cleaned and descaled regularly, including between lets.

Any water units which are not regularly used should be flushed through regularly, e.g. weekly. So, if your tenant uses a bath but not the shower, ensure they know they should run this weekly and explain why.

In properties empty for over one week, flush through all the water pipes, taps and showers before reletting, making sure you take steps to prevent inhaling any resulting water droplets.

Visually inspect the cold water tank regularly. Ensure the tank is insulated and that there is a closed lid. Check for debris, and if necessary, clean and disinfect.

More information can be found at:  
[www.hse.gov.uk/legionnaires](http://www.hse.gov.uk/legionnaires)



# Smoke and Carbon Monoxide Alarm Legislation

**PLEASE READ THE FOLLOWING INFORMATION CAREFULLY AS IT AFFECTS ALL RENTAL PROPERTIES.**

Landlords are required by law to install working smoke alarms in their properties, under measures which came into force in October 2015. The proposed changes require the installation of smoke alarms on every floor of the property, and their testing at the start of every tenancy.

Installation of alarms will be required to adhere to Code Of Practice B5839 Part 6. This includes smoke alarms being fitted in all hallway, stairway, and circulation areas that form escape routes from the property. They should be located every 7.5 metres of hallway, and within at least 3 metres of all bedroom doors.

Rush, Witt & Wilson will be required to inspect all managed properties to ensure that they meet the requirements, and to test any existing alarms. If it transpires that your property does not meet the regulations we will need to arrange for the necessary alarms to be fitted.



**All smoke & carbon monoxide alarms do have an expiry date (typically 10 years), and any alarms within a year of expiration should be replaced.**

It is also a requirement that Landlords install carbon monoxide alarms in high risk rooms. This includes rooms with open fireplaces (whether in use or not), in any room with boilers and gas fires. These will be checked at the same time as any smoke alarms. There is a recommendation for wireless (non battery) devices to be fitted in higher risk areas such as rooms with a boiler or gas fires so that

batteries cannot be removed by the tenants. These have a longer shelf life but are more expensive to purchase (price on enquiry).

During the tenancy the tenant is responsible for the maintaining of all alarms and replacement of batteries. However, prior to the beginning of any new tenancy, it is the landlord/agent's responsibility to ensure alarms are in working order. At the beginning of a new tenancy Rush, Witt & Wilson will review the alarms in your property to ensure they are in full working order.

Please be aware that with properties where HMO licenses apply, a higher specification of smoke

alarm installation may be required which is generally mains powered. Landlords are directly responsible for determining whether their properties are eligible for HMO status, and we request that you please inform us if there is a license present on your property. Rush, Witt & Wilson cannot be held responsible if incorrect devices are fitted as a result of the relevant information not being provided.

Failure to adhere to the new regulations may result in a civil penalty up to a £5,000 and render your insurance invalid.



## EICR Electrical Installation Condition Report

In January 2020 the government announced that it was about to introduce new electrical legislation for all privately rented properties in the UK.

The regulations came into force in June 2020 for all new tenancies from 1 July 2020 and all existing tenancies from 1 April 2021. A new tenancy cannot commence without a satisfactory EICR in place. The inspection must be carried out by a qualified, competent electrician.

An EICR (Electrical Installation Condition Report) involves inspecting and testing the fixed electrical parts of the property, such as wiring, socket outlets, light fittings and consumer unit.

The test will assess whether the electrical installations are overloaded and/or whether there are any potential

electric shock risks and fire hazards or any defective electrical works.

Following the test and inspection of the property the electrician will issue an EICR to detail the results of the testing and will add any observations or remedial works that are required.

The works will be classified as follows:

- C1- Danger present. Immediate action required.
- C2- Potentially dangerous - Urgent remedial action required
- F1 Further Investigation required
- C3-Improvements/ recommendations

C1 and C2 works will be required to give the EICR a Satisfactory rating and the landlord has 28 days from the date of the test to have any works carried out. The report will be valid for 5 years.

The landlord will then be required to have further testing every 5 years going forward.

Rush Witt & Wilson have an appointed EICR electrician and we can arrange for this to be done on your behalf. If the report is Unsatisfactory and requires works carried out the electrician will quote for works required.



# FAQs

## Do I need permission from anybody to let my property?

### Mortgage Consent:

If your property is mortgaged you must advise your bank, building society or mortgagee that you propose letting your property and obtain their written consent. Sometimes an administration fee is charged for issuing a consent letter and it is possible that there may be a variation in the interest rate level.

### Leasehold Consent

If your property is leasehold, your head lease will state whether or not you require permission from the Freeholder to sublet. You should find that your lease will contain a clause indicating that you must obtain consent from your head leaseholder (or free-holder) but that such consent should not be unreasonable.

## Will my money be safe?

We are members of CMP (Client Money Protect – Membership No: CMP002697). It is essential for Landlords to ensure that they only entrust their properties and any rents, and maintenance funds to agents who operate to the highest professional standards. Rush Witt & Wilson maintains separate clients' accounts and operates these accounts to professional standards, which protect the interests of landlords and tenants. This basis of trust and confidence is the keystone of our success, and has generated many excellent referrals over the years.

## How do I know that the tenants will look after my property?

Depending on which service you require, if managed we regularly inspect the property during the tenancy and provide a written report to you. These inspections are usually carried out as an initial 3 month inspection, then six monthly. From our extensive experience we know that if the tenant understands that the property and their occupancy of it is being closely monitored they are more likely to maintain a higher standard of care in that property. The tenancy agreement makes reference to the fact that we have the right to visit the property at times acceptable to the tenant, provided reasonable notice has been given. If you want to visit the property yourself during the tenancy we will arrange this for you, but again the tenant is entitled to prior notice.

## What if there is any damage?

On taking occupancy the tenant lodges a dilapidation bond. This bond is held by the Deposit Protection Service, a government run body, throughout the tenancy by Rush Witt & Wilson, as provision after allowing for the length of the tenancy against anything that could reasonably be regarded as fair wear and tear. When tenants are checked out of a property an assessment is made, by comparison against the original inventory, of any redecoration or minor repairs, which cannot reasonably be accepted as fair wear and tear. The Deposit Protection Service will negotiate and agree with the tenant and landlord the amount that will be withheld, obtain estimates by way of confirmation and the net deposit then remaining will usually be released to the tenant.

## What about repairs and maintenance?

Repairs are of course necessary to each and every property throughout the length of the tenancy and Landlords must be prepared for this eventuality plus of course repair and/or replacement of major electrical items such as cookers, washing machines, fridges; freezers and boilers as they age. Where there is an emergency repair, such as a burst pipe or a gas leak, there are different legal obligations on all parties and we may well need to instruct the work immediately to prevent any further damage to the property or health and safety risk to the tenants. In such circumstances we may need to act first and then report to you, and common sense has much to do with such decisions. However, it is also made clear to tenants that only in the most extreme of circumstances should they consider instructing their own contractor and that should they do so they may be liable themselves for the full costs.

## What about the garden?

Before the Tenant moves into the Property arrangements should be made for the garden to be in good order. Tenants are generally responsible for the upkeep of the garden. Alternatively, you may wish us to arrange for a regular gardener during the tenancy and reflect this cost in the rental charged.

## How can I be sure that the rent will be paid?

The tenancy agreement is a legal contract and as such is enforceable by law. We do everything we can to ensure that the right tenant is selected, However there are odd occasions when problems can arise and unexpected difficulties such as redundancy, long term illness or a relationship breakdown can suddenly affect the best of tenants. We will always try to rectify problem situations, such as promptly sending reminder letters for any outstanding rental, visiting the property and discussing as far as possible the problems being experienced. We will of course provide all the help and information needed in supporting a Landlord, and there is also a range of insurance policies specifically designed to protect Landlords against the legal costs and potential loss of rent, which might arise in litigation cases.

## What happens to the utilities?

### Gas, Electricity and Water

The gas, electricity and water companies etc should be advised whenever the property is empty so that meters can be read and accounts prepared. We will read the meters for you on the initial letting and also each time there is a change of tenant or the property is to be empty for some other reason. During 'void' periods the utility services must be transferred back into your name, by you. The tenant is obviously responsible for the gas, electricity and water/sewerage bills generated by their usage during the tenancy, and for changing the gas and electric accounts into their name when they move in. Tenants are responsible for the standing charges, but their liabilities in this respect clearly finish on the date they vacate the property. We provide the telephone numbers for them to call to find out who the supplier is for the property for gas and electric.

### Telephone

Generally speaking telephone companies will not deal with third parties. You must inform the telephone company that you are leaving the property and advise them what you want to do with your existing number. The tenants are responsible for arranging any line reconnections and meeting any costs associated with this.

### Council Tax

Payment is not the Landlord's responsibility whilst the entire property is let. When a property is unoccupied, it remains the landlords responsibility to inform the Council of any changes and make payment for Council Tax during any void periods. If you still reside at the property whilst acting as a Landlord then you will remain responsible for the Council Tax charge. We will inform the Council Tax office of each and every change in occupancy. There is a clear legal obligation on a property occupier to register for Council Tax.

## Will I have to pay tax?

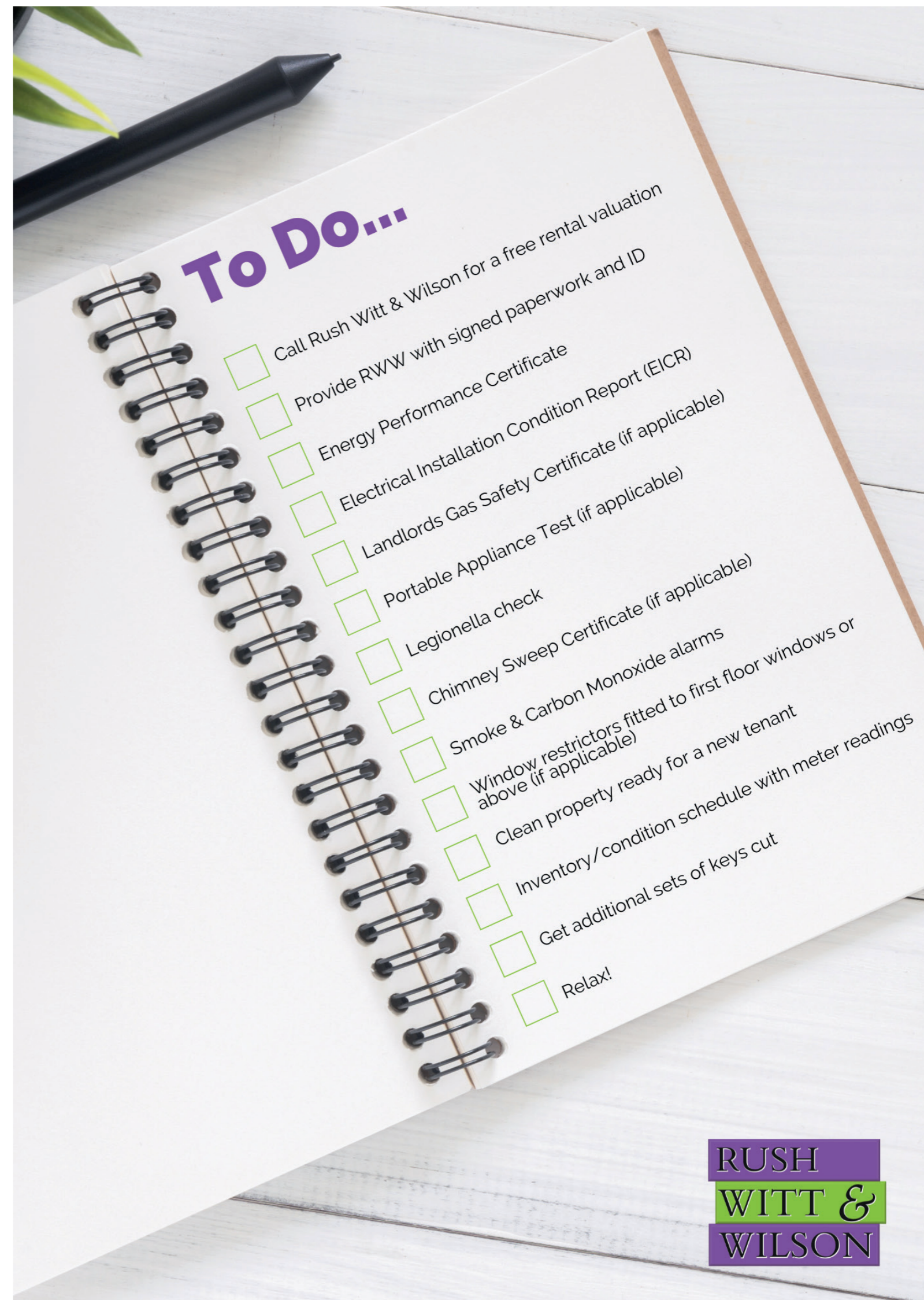
You will be liable to pay income tax on your net income from the property, that is the gross income less allowable expenses, which are incurred in letting the property. Monthly statements are sent to you to assist with this, advice if needed should be sought by an accountant. The government have started a new initiative known as MTD (Making tax digital) in which landlords will need to complete online tax returns quarterly rather than an annual one. This is being introduced in April 2026 for those landlords with a turnover of over £50000 for the tax year 2024-2025, April 2027 for those landlords with an turnover of £30000 for the 2025-2026 tax year and then lastly April 2027 for those landlords with a turnover of over £20000 for the tax year 2026-2027. Further legislation will follow regarding the lower income thresholds.

If you live abroad permanently or are working abroad for an extended period of time you will still normally be required to pay income tax on the net income from any property letting. There are some additional obligations on the part of the letting agent with respect to overseas landlords, which you should be aware of. We are required to withhold a proportion of rental income (equivalent to the basic rate of tax) and pay this directly to the Inland Revenue unless we receive a specific written exemption code advising us not to do so which you as the landlord will need to apply for from the Inland Revenue.

As can be seen just from these brief references, personal taxation is a complex area and one where, as with letting itself, it is essential to take professional advice from a specialist.

## Anti Money Laundering

AML & Land registry checks will be carried out on all landlords as proof of identity. A copy of a passport and utility bill will be required for all legal owners of the property.





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