

# Landlord *tenancy* guide



General  
information

Landlord  
involvement

Marketing

At the start of  
the tenancy

Property  
visits and  
inspections

Maintenance

At the end of  
the tenancy

Safety  
regulations

Re-marketing  
the property

Rent arrears

Insuring your  
property





# General information

Outside of hours, contract-holders can call one of our emergency contractors

The standard opening hours for our two branches are 8.30-5.00pm Monday-Thursday, 8:30am-4:30pm on Fridays and 9:30am-2:30pm on Saturdays (although we do tend to open all-day on Saturdays during busy periods).

Outside of hours, contract-holders can call one of our emergency contractors if necessary. Their details can be found on our website or by calling one of our two branches.

However, we only class a job as an emergency if the contract-holders are in danger or suffering harm, or there is damage to the property that will get progressively worse without immediate intervention. If it's not necessary to attend immediately, contractors are often able to guide contract-holders on how to keep the problem at bay until the morning. Emergency, out-of-hours call-outs can be expensive for landlords and are best avoided when not absolutely essential.

Our emergency contractors will always respond quickly and professionally. If it becomes apparent that an emergency contractor was called out unnecessarily, the contract-holders may be charged for the out-of-hours call-out.

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## Landlord involvement

It's your decision on how involved you're in the day-to-day running of your property.

As the landlord, it's your decision on how involved you are in the day-to-day running of your property.

Part of the sign-up process includes us asking our clients whether they want to be contacted in every instance of reported maintenance, or whether they are happy for us to go ahead on their behalf with jobs up to a set amount, e.g. 'Go ahead with specialist repairs up to £150'.

When your preferences are to be contacted in every instance, please ensure that we have both your phone and e-mail contact details. With urgent maintenance issues, like when a boiler breaks down, we will endeavour to contact you, but if we don't hear back from you in a reasonable timeframe (with an urgent job, this may only be a couple of hours), then we will have to go ahead and send one of our contractors out in order to ensure that you are fulfilling your legal obligations as landlord and to prevent further, potentially irreparable damage.

If you are going to be unavailable at any point – for instance, going travelling – then please let us know in advance, and either give us an alternative contact that we can liaise with on your behalf, or change your preferences (even if temporarily) to allow us to go ahead without your authorisation. In practice, the vast majority of our landlords agree for us to go ahead with small and moderate jobs without the need to bother them for authorisation.



# Marketing with a difference

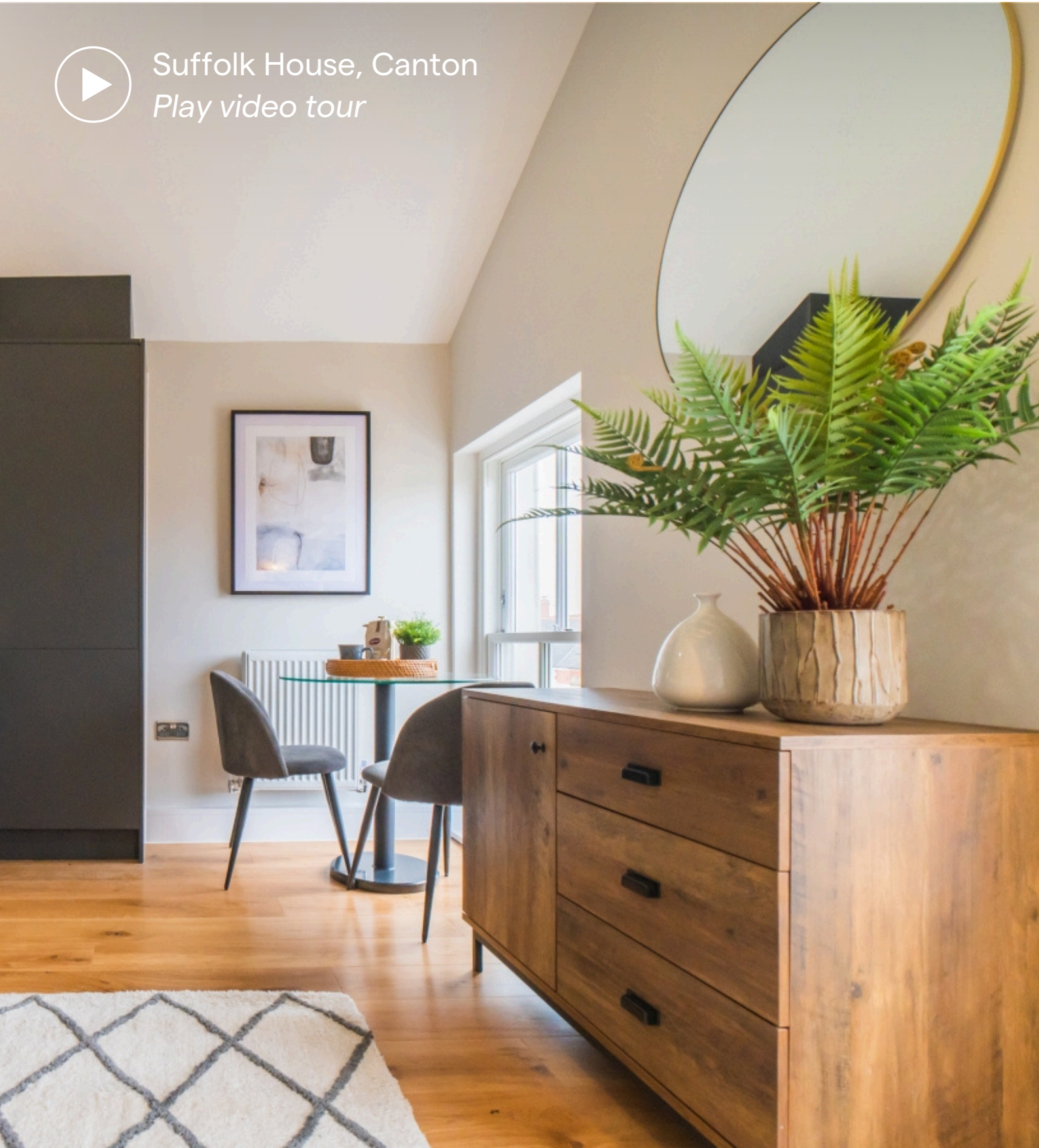
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Our professionally-shot, room-by-room video tours (complemented by professional photography and free home staging advice) set your listing apart and give house-hunters a memorable and immersive viewing experience.

We don't stop at listing on Rightmove, our own website and other major property portals. We have the biggest social media presence of any of our competitors, in-house print magazines distributed to thousands of students and professionals, plus sponsorships with local sports teams and university societies. Coupled with direct marketing of suitable properties to our expansive database of potential occupants, we ensure your property reaches the widest audience possible.



Suffolk House, Canton  
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# Which *service* is best for you?



Let us find your perfect contract-holders, or take the stress off entirely with our full property management service.

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# At the start of the tenancy

| We prepare a detailed inventory to provide to the contract-holder(s)

We prepare a detailed Inventory that documents the condition of the property and send it to the contract-holder(s) for their signature. This is an essential part of the process for both landlord and contract-holder as the inventory details any damage/marks present at the time of moving in, which we then rely on and refer back to when conducting our check-out inspection come the end of the tenancy. A signed inventory is imperative if a dispute arises when agreeing how much of the deposit is to be returned to the contract-holder.

Paying the utility bills and council tax charge is typically the responsibility of the contract-holder(s), unless otherwise agreed during the letting process.

We're legally obliged to inform both the local authority and the water board whenever there is a change of tenancy, so we have procedures in place to ensure this requirement is met.

Your contract-holder can decide which utility supplier they want to use, and they are responsible for setting up, managing, and ending their accounts, as well as paying everything that is due.

Where possible, we take meter readings at the beginning and end of tenancies for record-keeping purposes.

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## Property visits and inspections

| We write up a report detailing our inspection findings

We conduct routine, periodic inspections multiple times per year.

We try to be as flexible as we can and we're happy to re-schedule inspections to better suit contract-holders if the original appointment isn't convenient. Following each inspection, we write up a report detailing our findings. In it, we summarise the overall condition of the property, including any maintenance issues there might be.

We often feed back to you and suggest remedies to the problems noted, as well as offer advice on suggested improvements that would be advantageous in terms of letting the property in the future, e.g. for a higher rental income.







# Dedicated maintenance team

Contract-holders can report maintenance issues in many ways.

Contract-holders can report maintenance issues in person or by telephoning us at one of our two branches, or they can log it online using our specially-designed maintenance reporting system, which offers advice on commonly-reported issues and allows contract-holders to upload photos/videos for our reference.

Before jumping to send out a contractor, we take as much as information about the issue as we can, and check that it's not something obvious which the contract-holder ought to be sorting – like changing a light bulb, checking a fuse box, or topping up boiler pressure. Our knowledgeable maintenance team regularly talk contract-holders through procedures like this in order to avoid unnecessary call-out costs to landlords.

We have professional, reliable and fully-qualified contractors who we trust to complete all jobs in a skilled and timely manner. However, if you have contractors that you would prefer to use, you are welcome to do so – we can make a note of their contact details on our system and refer work to them rather than our usual contractors.

If there are any appliances that you have under warranty or you have the likes of British Gas Homecare Cover, please let us know the necessary details of the policies so we know not to send out a contractor to repair something that's guaranteed or covered elsewhere.

There is a balance between what contract-holders and landlords are expected to do in terms of maintenance. As a general rule, if a problem was the result of contract-holder damage or negligence, they will be liable for the costs. The landlord is responsible for maintenance issues that occurred through no fault of the contract-holder – like a boiler part breaking or a leak from a pipe. For example, if a toilet blockage were caused due to a failure in the sewerage or drainage system, it would be the landlord's responsibility; but a blockage caused by flushing things that shouldn't be (like wet wipes etc.) would mean that the contract-holders are liable.

We deem that pests and vermin are the contract-holders' responsibility after 21 days of living at the property, as it will be assumed that their presence is due to the contract-holder's living conditions. We tend to suggest that landlords pay to have access holes blocked up in order to help the contract-holders manage the issue (and prevent further outbreaks), but the treatments of the pests/vermin are the contract-holders' responsibility.



# Contact-holder support

We go above and beyond to ensure occupants look after their rental homes

Instead of just reacting to problems, our team take a fresh approach, working to proactively empower and inform contract-holders. Informed occupants are less likely to cause accidental damage, leading to fewer maintenance call-outs and less costly repairs for landlords.

Our email communications from the start of the tenancy offer preventative advice and solutions to common issues, helping renters understand their responsibilities within the home and how to keep it in top shape.

Our media team regularly produce video and photo content illustrating how to carry out odd jobs around the house, such as bleeding a radiator, changing a plug and stopping a dishwasher mid-cycle. We have a wealth of written guidance too, and occupants can easily revisit these resources whenever they need a refresher.

When tenancies near their end, we guide occupants on proper move-out procedures, including understanding the difference between fair wear and tear and potential damage. We highlight common issues we've seen over our years in the business, including things like preventing mould growth (by advising on proper ventilation) and ensuring proper disposal of rubbish and belongings when they leave.

All of this means fewer headaches for you as a landlord, smoother tenancy experiences all round and, ultimately, a protected investment that maintains its value.





# At the end of the tenancy

Once the contract-holders leave, we conduct a check-out inspection.

We conduct check-out inspections after contract-holders have vacated the property. We assess the condition of the property on your behalf; referring to the signed inventory from the beginning of the tenancy and noting any cleaning, repairs or redecoration required.

Our report states what repairs come under the liability of the contract-holder and what comes under fair wear and tear. We then send this report to the outgoing contract-holder(s) for their review.

We also invite landlords to join us during the check-out inspection. We attempt to recover any reasonable losses from contract-holders' deposit where applicable, with the most common claims being made to cover the following:-

- Cleaning
- Damaged/neglected items
- Removal of rubbish / items left behind
- Deterioration in décor beyond left in property reasonable fair wear and tear

As long as the property was provided to the contract-holders in a clean state and free of any refuse when they moved in, we expect it to be returned to the same standard. Any rent arrears or outstanding fees (such as unpaid call-out fees) will also be claimed from the deposit in full.

Other issues, such as issues with décor, damages and missing items will be dealt with on a case-by-case basis. It's rare that the full cost of new items required can be claimed as we must avoid "betterment" (a phrase that means the landlord ends up in a better position than they were at the commencement of the tenancy).

For example, a mattress being replaced at the end of year three – when its life expectancy was four years in total – should only amount to a charge that's 25% of the cost of the replacement, seeing as the landlord has already had three years' worth (75%) of its use.

We use current industry guidelines (such as those given by ARLA or the Deposit Protection Service) to produce a fair and reasonable deposit claim.

You can choose how involved you would like to be in the deposit return process. Some landlords are happy for us to handle and deal with all aspects of it – including instructing works and determining compensation costs – whereas other landlord prefer to take a more hands-on approach and deal with much of the remedial work themselves. In either case, we will assist in the return of the deposit and ensure landlords are reasonably compensated where due.



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## What if there is a dispute over the deposit return?

If the contract-holder is disputing their deposit return, we will first attempt to resolve the dispute amicably between contract-holder and landlord. We ask the contract-holder to detailing in writing why they feel the amount claimed is unjust. If the landlord is in agreement with the contract-holder's claim(s), then sometimes both parties can mutually agree on an amount to be deducted.

If an agreement can't be reached, then sometimes the case needs to be entered into arbitration. With the Deposit Protection Service (DPS), with whom we protect all deposits as standard, this is referred to as Alternative Dispute Resolution (ADR).

In the event that a deposit dispute enters ADR, we will provide evidence on your behalf to support the claim, and the contract-holder will provide evidence to support their own claim. An independent adjudicator then decides the outcome of the claim, and their decision is final.

## What if my contract-holder is no longer contactable?

If the contract-holder is no longer contactable – for example if they have moved to another country – then we must make a 'single claim' to recover funds from the deposit. We can begin this process after 14 days' written notice being provided to the contract-holder.



# Safety regulations

| We instruct safety certificates at very competitive prices.

Landlords are legally obliged to ensure that their property is safe to live in, which means having a variety of safety certificates and reports produced at regular intervals to prove this. We can instruct these on your behalf, and at very competitive prices due to the amount of work we put contractors' way.

Every property with a gas supply requires an annual gas safety certificate, which must be produced by a Gas Safe-approved engineer. Likewise, an electrical installation condition report (EICR) is also legally required, which must be produced by a qualified electrician. An EICR can last up to five years.

On top of these, there is a requirement for landlords to have at least one mains-powered smoke alarm on each storey – interlinked with any other alarms – which must be in working order for each tenancy. For most types of fire alarm systems, landlords can opt to prove that they're working themselves, though most prefer to have an inspection report produced by a qualified person.

A legionella risk assessment must also be on file, though landlords can choose to do this themselves if they feel they're knowledgeable enough to do so.

Blocks of flats come with added responsibilities, such as a documented fire risk assessment that is regularly reviewed.



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# Re-marketing the property

| We maximise landlords' income by minimising empty/void periods between tenancies

We approach contract-holders two months before their tenancy is due to end and ask them of their intentions moving forward. We give them two weeks to let us know, which provides us with ample marketing time should they intend to vacate and new contract-holders need to be found.

We always try to minimise the potential empty/void period between contract-holders, ensuring maximum income for landlords. If the contract-holders wish to remain, they will typically sign a new agreement with a new tenancy end date.

For properties on what we call the 'academic student rota', where tenancies will typically begin on 1st July and end on 30th June year-after-year, we approach the contract-holders to establish their intentions far earlier.

This is because of the high demand for student properties in Cardiff, where groups will start looking as early the October before; some 9+ months before the tenancy is due to start!



# Rent arrears

In the rare event of a contract-holder failing to pay their rent on time, we quickly make contact with them to establish why. We have automated procedures in place for this, which include chases via text message, e-mail and post, and we also have our staff make telephone calls and conduct house visits where necessary. If the contract-holder has a guarantor, we're also sure to make prompt contact with him/her and make them aware of the situation – requesting payment where necessary.

As we sign joint occupation contractss, if there is more than one contract-holder living at the property, they're all jointly and severally liable for the total amount of rent each month, so even if one contract-holder has paid their share, it's only right that they're informed of their housemate failing to do so because it becomes everybody's responsibility.

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# Insuring your property

Landlords are responsible for insuring the property and their own contents, whereas contract-holders are responsible for insuring their belongings.

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# Contact details

## Roath Branch

*Sales, Accounts & Signings*

66 Albany Road, Roath  
Cardiff, CF24 3RR

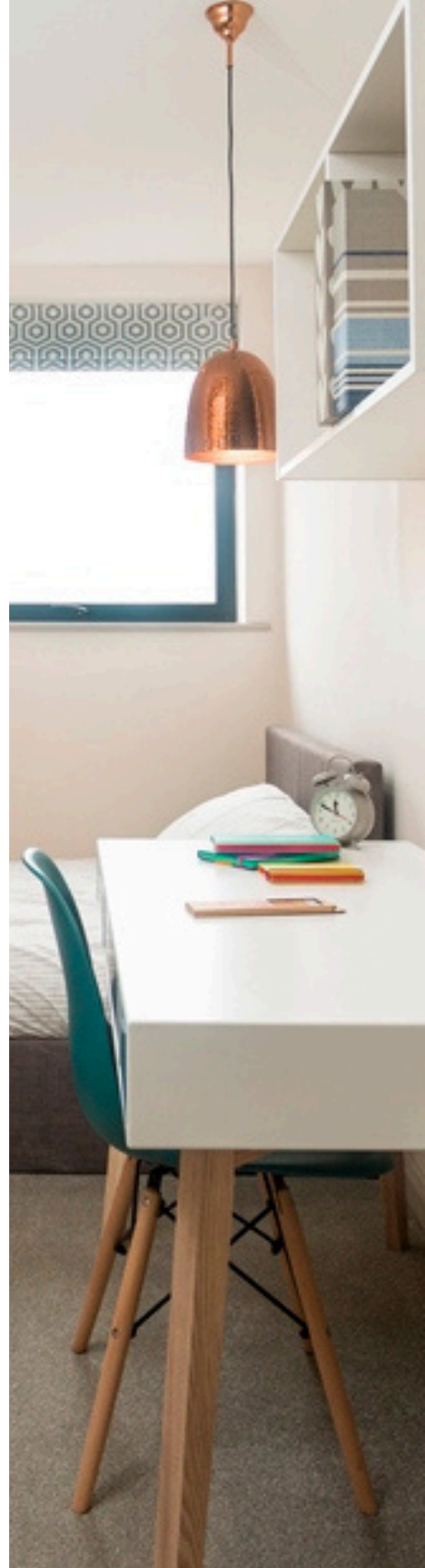
02920 454555

## Cathays Branch

*Lettings & Maintenance*

34 Woodville Road, Cathays  
Cardiff, CF24 4EA

02920 668585

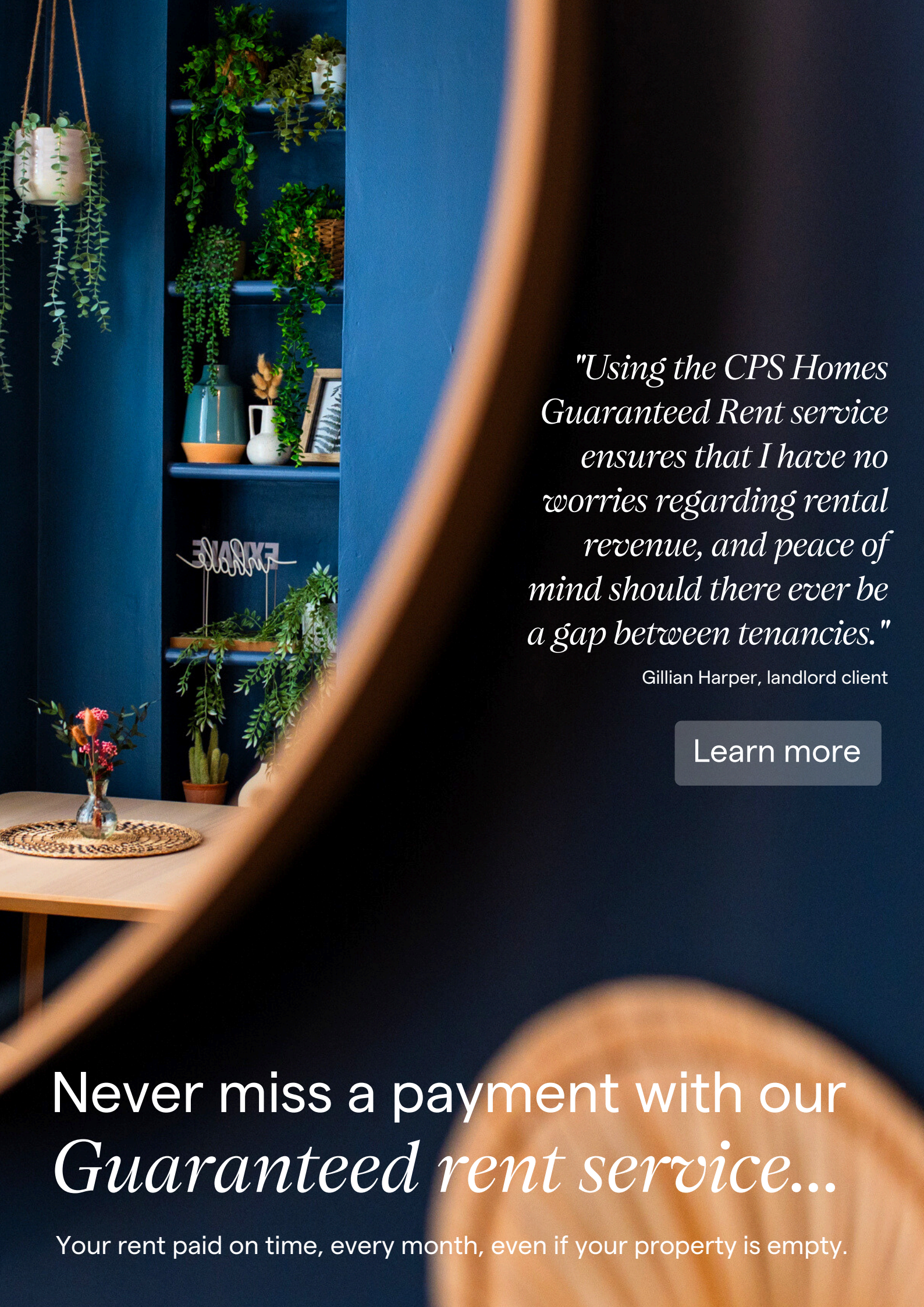


## Our clients keep Rhys on speed dial...

Arrange a chat with Rhys, Senior Property Investment and Market Advisor. He'd be happy to book you in for a free "performance MOT" with guidance on maximising your returns, or answer any lettings-related queries.

**02920 668585**    **[rhys.owen@cps homes.co.uk](mailto:rhys.owen@cps homes.co.uk)**





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