

## **Information For Landlords**

This guidance has been compiled by the Housing Management Section of Foundation Housing to inform Landlords on the arrangements for leasing their property to Foundation Housing.

### **Leasing And Management Service**

Foundation Housing leases and manages properties from private landlords. Leases can be offered on a one-year, two-year or three-year term for our use as temporary accommodation.

We are currently operating Leasing Schemes in Cardiff, Caerphilly, Newport, Carmarthen, Bridgend, Blaenau Gwent, Rhondda Cynon Taff & The Vale of Glamorgan, working in partnership with the local authorities. And within the next year we hope to develop leasing schemes in other Local Authority Areas in South Wales. We have operated leasing schemes since 1984 and as at July 2009 we manage approx.200 properties.

We manage properties which range from self contained 1-bed flats to large family sized homes.

Foundation Housing utilises our leased properties to provide temporary accommodation to statutory homeless families referred to us by local authorities.

### **Procedure For Leasing Private Properties From Owners**

When contacted by prospective landlords we will initially have a short discussion to discover the basics i.e. where the property is located, the size of the property, the general condition of the property and what the owner is looking for.

If the initial discussion appears to be of mutual benefit to both parties we will arrange an appointment to meet the owner and inspect the property along with an Environmental Health Officer.

After inspecting the property we will notify owners in writing whether we are interested in leasing the property, the rental figure offered and lease term and any required works to be undertaken prior to commencement of the lease.

## **What Is The Service We Can Offer To Owners?**

1. Lease Agreement for a term of one – three years. Two copies of the lease agreement will be sent to the owner for verification and signing on acceptance of the rental offer.
2. Guaranteed calendar monthly rental income paid in arrears, whether the property is vacant or tenanted.
3. Provide an efficient and effective housing management service.
4. Undertake regular inspections of the property.
5. Accept responsibility for the internal condition of the premises, including day-to-day repairs and decoration. To this end, we provide a 24-hour, 7 day a week reactive maintenance service
6. Undertake any necessary legal action or remedy against tenants.
7. Provide a gardening maintenance service and window cleaning service of the property after each change of tenancy.

## **Our Requirements For Leasing A Property**

1. We will not lease properties which are tenanted and nor will we take on a property for whom the landlord is to serve notice on the current tenants in order to lease the property to our organisation. We are in the business of providing solutions and preventative measures for homeless families and therefore we will not cause any current occupants to be made homeless.
2. We require minimally furnished properties. By this we mean that properties will need to have the following supplied before leasing the property to Foundation Housing. The property needs to have adequate floor coverings or carpet in a good condition, curtains and curtain tracks, nets and light shades and bulbs.
3. We require proof of ownership of the property and details on the freehold and leasehold of the property.
4. We require proof of permission to let a property from any building society, other mortgages, superior landlords etc and for them to be informed of our interest in the property.

5. We require account information – details of the names of the account holders, details of the bank or building society, sort code and account number. It is vital that this information is accurate and that any changes to account information are promptly provided to enable us to pay the rental to you promptly.
6. We require proof of building insurance. The insurance company must be aware that you are not letting the property yourselves, that you have leased the property to our company. The owner of the property will not have any details relating to the tenants and the insurance cover must include Department Of Work and Pension tenants.
7. Annual landlords gas safety certificate carried out by a qualified Gas Safe engineer.
8. Annual electrical periodic domestic inspection certificate, carried out by an NICEIC/ECA qualified electrician.
9. Details of Homecare 200 Landlord or equivalent cover on central heating system. This cover has to be available for twenty-four hour response for breakdowns and to include replacement parts and labour for 365 days per annum.
10. At least two mains fitted interlinking smoke detectors with NICEIC/ECA installation certificate.
11. Mains fitted carbon monoxide detector.
12. Pat test certificate for any fitted electrical items such as cookers.
13. A current Energy Performance Certificate.
14. It would also be helpful if instruction manuals were supplied for all appliances, together with information on the position of the stopcock, fuse boxes and current utility suppliers.
15. An Asbestos Report on the property.
16. Three sets of front and back door keys.

Foundation Housing will take digital photographs of the property at the commencement of the lease to keep a record of the property condition.

Meter readings will be taken at commencement of the lease. Letters will be sent to council tax and utility companies. Owners are not responsible for

council tax, gas, electric and water charges. Owners will only become liable for these costs if Foundation Housing withholds rent on the grounds that the property is uninhabitable.

For the first month of the lease it is usual that payment is made by cheque and a standing order is then set up for payment to owners.

If the owner does not live locally they can with written authorisation appoint an agent with whom we can liaise regarding the property on their behalf.

## **Landlord Responsibilities Within The Lease**

Within the lease agreement, the owner remains responsible for the exterior structure and service installations in the property. When our office is open and a tenant has reported an item to us for which the owner is liable we will contact the owner to inform them the option of having the work done by one of their selected contractors. This work will be required to be completed within a fixed time-scale.

However, if the item is reported outside of our office hours to our twenty-four hour emergency service and the work is of an emergency nature, our contractors will undertake the job and the cost recharged to the owner. An invoice will be sent along with a copy of the paid invoice. Additionally if the work is of an urgent or routine nature we will inform the owner of the timescale for completion. If the work is not undertaken within this timescale we reserve the right to carry out the work and recharge the owner in the same manner.

## Minimum Property Standards

This policy is aimed at setting out the minimum standards required in a property to be leased by private landlords to Foundation Housing.

The property has to be fit for human habitation. That is it must meet the following requirements:

- a) It is structurally stable and compliant with building regulations
- b) It is free from serious disrepair
- c) It is free from dampness prejudicial to the health of the occupants and from dry and wet rot
- d) It has an adequate provision for lighting, heating and ventilation
- e) It has an adequate supply of wholesome water
- f) There are satisfactory facilities for the preparation and cooking of food, including a sink with a satisfactory supply of hot and cold water
- g) It has a suitable located water closet for the exclusive use of the occupants
- h) It has an effective system for the drainage of foul, waste and surface water
- i) The accommodation must be self-contained which will enable the occupier to enjoy exclusive rights of possession

In addition to meeting relevant statutory and local authority regulations it is also deemed essential that the property has the following:

- a) Gas central heating
- b) Be reasonably secure in terms of crime prevention and fire risk
- c) To have enclosed staircases where possible or from balustrades with openings that would not allow a 100mm sphere to pass through.
- d) To have a current gas safety certificate provided by a Gas Safe registered engineer
- e) To have a twenty-four hour call out provision for the central heating system that is not just parts and labour
- f) To have an annual electrical periodic inspection by an NICEIC/ECA qualified electrician to ensure the installation meets electrical regulations
- g) To have mains fitted interlinking smoke alarm system within the property along with the NICEIC/ECA installation certificate
- h) Pat test certificate for any fitted electrical items such as cookers
- i) All front entrance doors will have a yale and mortice lock
- j) All upstairs windows will be fitted with child safety limiters
- k) The kitchen will contain either a supply for an electrical cooker or a gas cooker (bayonet fitting)
- l) Documentation showing any asbestos risk involved in the property or communal areas and outbuildings

- m) Mains fitted carbon monoxide detector.
- n) It is desirable that properties have double-glazing.
- o) A current Energy Performance Certificate.

## **Procedure For Handling Back Properties**

If an owner decides not to renew the lease on their property, the lease agreement gives permission for the property to be marketed for sale during the last two months of the lease. Alternatively, if the property is simply being returned to the owner the following procedure will be followed:

We require written notice that the lease will not be renewed.

Prior to the cessation of the lease, the owner needs to make an appointment (giving at least 24-hours notice) to inspect the condition of the property. This visit will be accompanied by a member of staff from Foundation Housing.

The property will be inspected to compare the condition of the property against the original digital photographs. Under the lease agreement Foundation Housing is responsible for the condition of the inside of the property. The owner remains responsible for the structure of the building and the external condition and the supply of heating, gas, electric and sanitation to the property.

We accept liability for the condition of the inside of the property up to a month's rent, which is equivalent to a Local Authority bond scheme. Owners must accept that normal wear and tear will occur. The property may have been redecorated several times since the commencement of the lease and carpets and furniture may have been replaced. When a property is assessed for hand-back the works may be undertaken or a cash settlement offered to the owner up to the sum of 1 month's rent.

When handing back a property, we will prepare written information to terminate any liability to a property from date of hand back and take meter readings and the owner will be asked to sign the paperwork to certify that this has been undertaken. Correspondence will be sent to council tax and the relevant utility companies informing them that the property has been handed back with details of the owner and their home address.

## **Other Useful Information**

### *Gas Safety (Installation And Use) Regulations 1998*

The above regulations came into affect on 31<sup>st</sup> October 1998 and re-enact, with certain changes the 1994 regulations and subsequent amendments. They place a duty on the landlord to ensure that all gas appliances, flues and

associated pipe-work are maintained in a safe condition at all times. All gas appliances (which includes any central heating systems, fires, cookers, refrigerators etc.) flues and installation pipe-work, which uses mains, propane or calor gas are checked for safety at least once a year by a registered member of Gas Safe and that accurate records are carried out.

A current safety certificate must be available for all tenants prior to them taking occupation of a property. Also, following the annual check a copy of the new certificate must be given to each tenant within 28 days. Certificates are required to be kept for at least two years. Failure to comply is a criminal offence and carries a substantial fine, imprisonment or both.

### *Electrical Equipment (Safety) Regulations 1994*

The above regulations impose an obligation on the landlord to ensure that all electrical appliances left as part of a property are safe. Cabling, fuses and plugs should also be inspected and replaced where necessary to the correct rating for the appliance. Other legislation covering electrical installations is currently in force and in order to avoid prosecution, we recommend that electrical appliances and installation are regularly checked and serviced.

This applies to new and second hand appliances to include: fridges, washing machines, kettles, microwave ovens, toasters etc.

A landlord is also required to have permanent electrical installation checked annually by a competent person who is NICEIC/ECA qualified and to keep records of these inspections, repairs and alterations made.

Failure to comply with these regulations may lead to prosecution with penalties of imprisonment and fines of up to £5,000.

### *Fire Safety*

It is imperative that each property is fitted with Grade D LD3 fire smoke alarm system in accordance with BS5839: Part 6 2004. Grade D systems consist of one or more mains powered smoke (and or heat) alarms each with integral battery standby supply.

For a free valuation, without obligation, please write to or call our Housing Manager

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