

Information about our services

Thank you for requesting our brochure, which we hope you will find useful. As Residential Letting and Managing Agents we provide a comprehensive letting service.

Bowen have been involved in the letting and management of residential dwellings for five generations. We currently let and manage over 750 dwellings throughout Shropshire, North & Mid Wales and into Cheshire.

This experience combined with our in-depth knowledge of the local and regional rental market, enables us to find the right contract-holder for each and every dwelling, maintaining our high levels of client satisfaction

The following pages contain a landlord's guide to letting along with details of our terms and conditions. If after reading the brochure you have any queries, please feel free to call the office and we will be happy to assist in any way we can.

Letting The Dwelling

Once instructed as sole agents we will commence a search for a suitable contract-holder. As soon as a suitable prospective contract-holder has been found we will negotiate the terms and commence the vetting procedure. If you wish we could arrange a meeting with you before a decision is made.

References

Under our full management service, we take references appropriate to the potential contract-holder. This may involve using a specialist agency to carry out a detailed check including the credit and employment history of the prospective contract-holder. If there were any question of doubt about the ability to pay the rent, or perhaps job security, we would only advise upon proceeding if a suitable Guarantor could be provided.

The Occupational Contract

We will discuss with you the best terms and conditions then prepare the appropriate legal contract. Further to Renting Homes (Wales) Act 2016 an occupation contract is required for a minimum term of six months. If you require the dwelling back, notice cannot be served until the end of the initial six period, and the notice period is now 6 months. On request, we will deal with this and also the necessary procedures should you decide with the contract-holder that the term might be extended.

Mortgaged Dwelling

It may be that your dwelling is mortgaged to a building society, bank or other lender. If so, the mortgage deed will almost certainly require the written consent of the lender to be obtained before you let the dwelling. If your dwelling is mortgaged, you should apply for consent. Lenders will not deal with us in relation to the mortgage and so you will need to fill out their application form, though we would be happy to help and provide any information necessary. Occasionally it will be a condition of consent to the proposed letting that your mortgage interest rate is increased, and it is therefore advisable for you to approach your mortgagee at an early stage to see what the financial consequences are likely to be. Some lenders charge an administration fee.

Leasehold Flat And Other Dwelling

If your dwelling is leasehold, you may require the consent of the freeholder for your proposed letting that the intended letting is for a period expiring to the termination of your lease.

Restrictions etc. Affecting Your Dwelling

Whether your dwelling is freehold or leasehold there may be special rights or restrictions affecting it (for example, a prohibition on more than one family or the parking of a caravan on the drive). We will need to have details of these to include in the Occupational Contract.

Development Permissions

If the dwelling has been redeveloped in recent years, the planning consent issued by the Local Authority will have stipulated how the dwelling can be used post redevelopment. It is the Owner's responsibility to check that the necessary consents are in order to rent out the dwelling.

The Owner and not Bowen will remain solely responsible for any breach of this obligation and will indemnify Bowen against any loss arising in any way from such breach.

Attic, Cellar and Excluded Areas

We do not inspect the above areas, but we may ask you to confirm the contents of these areas (if any) as this may affect safety issues. During our routine visits to managed dwellings we will not inspect these areas unless requested to do so. Under the Renting Homes (Wales) Act 2019 you must not store items in the dwelling once let.

Specialist Landlord Insurance

We always advise Landlords to make sure that the dwelling and its contents are adequately insured (unfurnished properties may still have contents such as curtains, carpets, white goods etc) under a specialist landlord insurance which includes a rent guarantee/insurance scheme. It is extremely important that you advise your insurance company that you are proposing to let your dwelling and that you confirm to them once this has been done. Failure to do so could result in you losing insurance cover. Some insurers impose letting conditions and we would require details as this may affect the choice of contract-holder. In particular Bowen cannot accept responsibility for the inadequacy of any insurance cover.

Income Tax

Income received from letting your dwelling will be subject to income tax and you will need to include details of the income and allowable expenses when completing your income tax return. The Inland Revenue may ask us directly for details of any income we pay you and we are obliged to supply these details.

If you live abroad we, as your agents, will be required by the Inland Revenue to pay any tax liability that arises on rents collected by us on your behalf. We will therefore deduct income tax at the basic rate from rent payments received. You may be entitled to receive rent without deductions of tax and we strongly recommend you consider this and seek advice from your accountant.

Deposit

We normally collect a security deposit from the contract-holder. This is held in our client account. At the end of the letting this is returned to the contract-holder, less any deductions made to cover breaches of the Occupation Contract. We will hold the deposit as Stakeholder. This means we will be unable to refund all or part of the deposit to the contract-holder without your consent. Similarly, we are unable to deduct monies from the deposit without the contract-holder's consent. We have a procedure for dealing with disputes over the deposit and we will always use every endeavor to settle matters quickly and professionally. We do not pay interest on deposit monies held.

Dilapidations

It may well be that the deposit collected at the start of the contract, fails to cover the cost of remedying the dilapidations. In such cases the cost of pursuing a legal claim may well be in excess of the amount owed, Landlords should be prepared to spend sufficient money between contracts to remedy such excess dilapidations and 'fair wear and tear' for which the contract-holder is not responsible.

Rent

The rent is usually payable monthly in advance. Under our full management service, we will collect the rent and account to you at agreed periods (usually monthly), bank charges and interest are not payable on this account.

Bills and Services

We will always use our best endeavors to collect the rent on time. Should a contract-holder be late we will advise you and pay the due rent as soon as it is received. In common with all letting agents, we cannot be liable for non-payment of rent. It is usual for the contract-holder to pay charges for Council Tax, electricity, water, oil and gas. We will notify the authorities and service suppliers and, if necessary, take meter readings. (Contract-holders are entitled to change suppliers for gas and electric although we always encourage them to remain with the existing suppliers.)

Landlord Obligations

It is always the Landlord's obligation/responsibility to keep the dwelling and the services such as central heating in repair. Under our full management service we will agree with you provision for emergency repairs such as a burst pipe. If major expenditure is required in a non emergency situation we will always obtain quotations from our approved contractors for you before proceeding.

Cleaning

Whether the dwelling is furnished or unfurnished, it is important that the dwelling is clean throughout before the contract-holders move in. We strongly recommend that the dwelling, including carpets, is professionally cleaned and if necessary, the garden made tidy. For our managed dwellings an inventory will be taken to help us ensure that the contract-holders meet their obligations.

Legionella

It is a legal duty to assess the risk of exposure of contract-holders of legionella. The responsibility is joint between agent, landlord and contract-holder. A legionella risk assessment will form part of our mandatory annual checks, however if the dwelling has been vacant for a period of more than seven days then an additional risk assessment will be required.

Inventory

Our fully managed service includes production of a detailed inventory of the dwelling including a Schedule of Condition. We will update this during the period we are letting the dwelling as each contract-holder moves out. When a contract-holder is checked into the dwelling, we give the contract-holder a fair opportunity to check the inventory and we will deal with any discrepancies. We also do a detailed check out (full management service only) when the contract-holder vacates, and we will report our findings to you.

Contract-holder Information

Prior to taking possession we will provide the contract-holder with an Information Pack setting out necessary details for residing in the dwelling, detailing their obligations and explaining our procedures and expectations.

Legal Regulations

There are strict regulations relating to the fire resistance of soft furnishings that are included in the letting. There are some exemptions, but a breach of these regulations can result in criminal proceedings. If you propose to include soft furnishings, this is a specialist area and you are advised to comply with Furnishings (Fire) Safety Regulations. The regulations make it clear that there must be no non-compliant furniture on any part of the dwelling including garage and attic.

Under current safety regulations it is the Landlord's responsibility to ensure that the gas and electrical systems, heating and water systems and appliances at the dwelling are maintained in a safe condition and serviced by a qualified contractor. A gas safety check must be carried out and a safety record issued annually by a Gas Safe engineer. For dwellings in Wales an Electrical Installation Condition Report must be carried out every 5 years.

The dwelling must be a safe environment for contract-holders and we will assist you in checking all safety aspects of the dwelling prior to the contract-holder moving in.

If any appliances are included in the letting it will be the Landlord's responsibility to ensure they are safe when the dwelling is let. The law may also require the landlord to repair or replace these should they become defective.

All dwellings require an Energy Performance Certificate before any advertising can take place. Legislation dictates that the standard of a rental dwelling should be a EPC rating of a grade E or above.

There is a legal obligation that all dwellings we let include smoke and carbon monoxide detectors. These must be checked and working when a contract-holder takes possession. If the dwelling has working open fireplaces, you must arrange for these to be swept prior to a new contract-holder occupation.

A contract-holder or other party may ask the local authority to carry out an inspection of the dwelling under the Housing Health and Safety Rating System. The local authority has significant powers to require dwelling owners to make the dwelling safe. The system is based on whoever may be considered the most vulnerable person to occupy the dwelling. We will explain how these regulations may affect you. We will also assist you with outcomes of such an inspection. However, this is not included in our standard fee structure and we will charge fees based upon an hourly rate applicable at the time if you require our assistance.

There are definitions about what constitutes a house (residential dwelling) in multiple occupation. We will advise you about this as there are legal consequences in letting a dwelling to sharers.

Renting Homes (Wales) Act 2016

Please be aware that due to the Renting Homes (Wales) Act 2016 there are changes to some of the requirements placed on landlords and rented dwellings. Some of these changes relate to electrical testing, smoke alarms and carbon monoxide (CO) alarms.

Smoke Alarms

It is a legal requirement for dwellings to have at least one smoke alarm on each floor to be connected to the dwellings main power supply and interlinked.

Electrical Testing

It is a legal requirement that dwellings have an up to date, satisfactory Electrical Installation Condition Report (EICR). These reports will need to be renewed every 5 years.

Carbon Monoxide Alarms

Carbon Monoxide (CO) alarms are required everywhere there is a fuel burning appliance, whether gas, oil, or solid fuel.

For further information on the new legislation, the Welsh Government website has an FAQ section relating to the Renting Homes (Wales) Act 2016 which can be found here: <https://gov.wales/renting-homes-frequently-asked-questions-landlords>

Routine Visits

With our full management service we may make regular visits to the dwelling on your behalf and advise you of any potential problems. The main purpose of such visits is to check if there are any matters that require your attention. We also seek to check that the contract-holder is abiding by the contract and not damaging the dwelling. We also give the contract-holder advice, if necessary, on any defects we may find. However, contract-holders do have a right of privacy and we, and you as landlord, can only enter the dwelling with their consent. Similarly, we are not able to comment on the contract-holder's life style or cleaning ability unless the dwelling is being adversely affected.

Landlord's Protection Insurance And Rent Guarantee

No matter how well prospective contract-holders are vetted, there is always the risk that a contract-holder will prove to be unsatisfactory, sometimes due to unforeseen changes in their own circumstances. Whilst court proceedings can be taken to enforce the terms of the occupation contract this is often expensive, and it is unlikely that you will be able to recover the full costs involved from the contract-holder. We strongly recommend that you consider taking out legal protection insurance to guard against the risks involved. Similarly, insurance is available so that your income from rent is not lost in the event the contract-holder stops paying.

Problems With The Contract-holder

In the event of difficulty, whether because the contract-holder is failing to pay rent or has broken other terms of the Occupational Contract, we will be pleased to discuss with you the steps to enforce the terms of the Occupational Contract. However, we would stress that the vast majority of lettings we manage are uneventful and trouble free. We will assist with any eviction proceedings, but our management fee does not cover this. We will charge fees based on time and will always be happy to give details of the charging rate and an estimate where appropriate.

Landlord Guide

Pets

Our standard contract provides that a contract-holder may not allow pets in the dwelling. However, a contract-holder is entitled to ask the landlord for consent. We advise that each case is considered on an individual basis. If consent is to be given by the landlord, we recommend an additional security deposit.

Garden And Outside Areas

Contract-holders are required to keep these areas neat and tidy. Standard of gardening ability and knowledge can vary considerably. If the garden is particularly important or has special features, we usually suggest that the landlord provide a gardener, the cost being included in the rent.

Checklist

Steps to be taken before a contract begins;

- Tell us which service you require
- Contact your Building Society, Bank or other lender for their requirements
- Contact your insurer (buildings and contents) for details of their requirements
- Decide which items (if any) are to be left at the dwelling and remove all valuables
- If the dwelling is furnished, ensure the furnishings comply with fire regulations
- Discuss safety issues with us
- Arrange for gas, legionella and electrical safety checks or request that we deal with this.
- Arrange for annual service of the heating and water systems and appliances or request that we deal with this
- Arrange an Energy Performance Certificate or request that we deal with this
- Arrange for the dwelling to be cleaned and presented ready for the letting or request that we deal with this
- Think about what level of work needs to be done in the garden – is this reasonable for a contract-holder or should you think about some form of gardening service.
- Arrange for three sets of keys to be given to us, one for us to keep and two for the new contract-holders.
- If you are moving overseas apply for an approval certificate to enable us to pay rent to you without deduction of tax details available at www.gov.uk.
- Ensure that you are registered with Rent Smart Wales scheme details available at www.rentsmart.gov.wales