

Pennington Properties

(Established in 1982 – there's no substitute for 35 years' experience)

STUKELEY HOUSE, STUKELEY ROAD, HUNTINGDON, CAMBRIDGESHIRE PE29 6HP

For further Information: Telephone: **01480 459999**

E-mail: enquiries@penprops.co.uk Visit our Web site at www.penprops.co.uk

PROPERTY MANAGEMENT AND MAINTENANCE SERVICE

Since 1982 Pennington Properties has become synonymous with the highest standards in residential property management. As a Client of Pennington Properties, you will benefit from our comprehensive Property Management and Maintenance Service. We are an independent family run company not involved in property sales, so we remain totally focused on providing our landlords and tenants with the best possible service at a competitive price.

Our Services:

At the Beginning of our Management:

You will need to obtain formal permission for the letting from your Mortgage Lender or Head Leaseholder where appropriate. We will, if required, liaise with them on your behalf to ensure that their specific requirements are met. We will also notify the various utilities and Local Authority of the change of occupancy of your property when you leave. You should be aware however that, where you wish to retain your telephone number for your return, you should contact British Telecom (or other service provider) to have the number tagged accordingly.

Advertising and Marketing:

Your property will be advertised in newspapers appropriate to its locality and on the USAF Alconbury Housing Office web site. A fact sheet will be prepared to include, where possible, external and internal photographs of your property and it will also be featured on our own website at www.penprops.co.uk and on the major national property website www.rightmove.co.uk. More extensive advertising may be subject to an additional charge (see Note 1 below).

Viewings:

A member of our staff will **always** accompany prospective tenants viewing unoccupied properties to answer their questions and ensure that the security of your property is maintained.

Selection of Prospective Tenants:

Whenever possible, we will endeavour to find tenants who fit your particular requirements with regard to their suitability for the property (non-smokers, no pets etc). Please note that the selection of prospective tenants must not contravene **The Equality Act 2010** but must comply with the **Right to Rent** legislation introduced in 2016.

Vetting of Prospective Tenants:

Tenants will normally be expected to be in full time employment or have a guaranteed income. They will be required to supply references from their employer, bank and former landlord where appropriate. A credit check and right to rent check will also be carried out utilising the services of a nationwide credit reference agency. Some tenants may also require a guarantor.

Tenancy Agreement:

We will prepare an appropriate **Tenancy Agreement** (and statutory notice where applicable) under the provisions of the **Housing Act 1988** as amended by the **Housing Act 1996** and the **Deregulation Act 2015** to ensure your rights are fully protected. We will also arrange rent and legal protection insurance where requested – see Note 2 below

Inventory:

A detailed **Schedule of Condition and Inventory** with photographs of your property will be prepared prior to the letting and a copy will be forwarded to you for your records (subject to Note 3 below). It is recommended that each tenant is provided with a set of keys together with a spare set for retention by us in case of an emergency. Instruction manuals for appliances, the heating system, information on refuse collection days etc should also be provided wherever possible.

Hand-over and Hand-back:

A formal hand-over/hand-back will take place at the property at the beginning and end of each tenancy. Any dilapidations identified will be charged, where possible, against the outgoing tenants' deposit. The deposit will be registered with **The Dispute Service (TDS)** under the provisions of their **Tenancy Deposit Scheme** – further information is available at www.tenancydepositscheme.co.uk. The deposit will be retained by us in a separate **ARLA** bonded client account. Please note that there is an annual fee of **£18 inclusive of VAT** payable to **TDS** for registering the deposit.

Collection of Rent:

Rent will be due and payable on the first day of each month and, where payment is made on time, credited to your account by the 10th working day. Any delay in payment by your tenant will be carefully monitored and you will be kept advised of the situation; where rent and legal protection insurance is in force, we will advise the insurance company to ensure continuity of rent payments to yourself.

Regular Inspections:

Your property will be inspected on a regular basis to ensure that it is being properly looked after by your tenants. A written report will be prepared with photographs where appropriate and forwarded to you together with our Inspectors comments and recommendations regarding any defects identified and remedial action required.

Maintenance:

We will arrange all minor and essential repairs as per your instructions. In addition, we will forward to you estimates for major works, manage insurance claims, and liaise with insurance companies and loss adjusters as required. We will supervise all completed works before authorising payment on your behalf. (See below regarding Landlords and Tenants repairing obligations)

At the end of our Management:

We will issue, on your written instructions, an appropriate "**Notice of Possession**" in order to protect your legal rights at the end of the tenancy. We will also, if requested, liaise with local estate agents to obtain valuations for your property as and when required. Before your return to the property, we will ensure that the utilities are connected and that the property is prepared for your re-occupation. If requested, we will also check your property during any vacant period prior to your re-occupation or before it is sold, for which a small additional charge per visit to cover mileage etc will be made.

Miscellaneous:

Free independent advice is available on request with respect to 'buy to let', investment properties, landlord's buildings and contents insurance, taxation matters etc.

Pennington Properties

MANAGEMENT FEE

Our standard management fee is **10.0% plus VAT (12% inclusive of VAT)**.

(**Note:** in certain circumstances the above fee may be negotiable)

EXPLANATORY NOTES

1. **Advertising:**

In normal circumstances advertising will be covered under our Management Fee. However, where we are instructed to carry out extensive or specialist advertising for a particular property, we reserve the right to recover the additional costs involved.

2. **Rent & Legal Protection Cover:**

This cover is for 6 or 12 months and protects the rent and any legal expenses should a tenant default in payment or fail to move out at the end of a tenancy – the cost of the cover is £95 including VAT for 6 months or £180 including VAT for 12 months - further information available upon request.

3. **Furnished Properties:**

Where a property is let fully furnished an additional charge of **£30 inclusive of VAT** may be made for preparation of the **Schedule of Condition and Inventory** depending on the time required in compiling the inventory.

4. **Energy Performance Certificates:**

Since the 6th April 2012 an **Energy Performance Certificate** (EPC) has to be obtained before a property can be marketed for let. If required we can arrange for the production of the certificate the fee for which will be **£102 inclusive of VAT**. In addition we offer a service whereby we will research grants available and arrange works to improve the energy efficiency of a property, the fee for which will be **£180 inclusive of VAT**

5. **Traveling:**

Traveling expenses for hand-overs, hand-backs, routine and other inspections will be charged at the rate of **40p per mile**.

6. **Tax:**

Where requested, a statement of letting income and expenses will be prepared on your behalf for forwarding on to Her Majesty's Revenue & Customs (HMRC). An additional fee of **£48 inclusive of VAT** will be charged for this service. UK based Landlords must register with HMRC, before the 5th October from the end of the tax year in which they commence letting, of their income from property or face possible penalties. **Landlords moving overseas will need to obtain a Non-Resident Landlords approval number to ensure rent is paid without deduction of tax, the on-line application form for which can be found at: www.hmrc.gov.uk/cnr/nrl1.pdf**

7. **Legal Expenses/Court Fees:**

Expenses in respect of Legal Fees, Solicitors Costs and Court Attendance Fees are not included in the Management Fee and will be charged separately as and when appropriate.

*Pennington Properties is a **SAFEagent**:*



SAFE – Safe Agent Fully Endorsed – is a mark denoting firms that protect landlords and tenants money through a client money protection scheme. Full details of the scheme to which Pennington Properties belongs can be obtained from the scheme operator, ARLA, at www.arla.co.uk. For more information on SAFEagent visit www.safeagents.co.uk.

LANDLORDS & TENANTS REPAIRING OBLIGATIONS

Landlord's responsibilities

1. A landlord's responsibilities are covered by the **Landlord and Tenant Act 1985** as amended by the **Housing Act 1988** (Section 10 - Fitness for human habitation), the **Housing Health & Safety Rating System 2006** and the **Deregulation Act 2015** which imposes certain obligations on landlords to ensure that a dwelling house (which term includes house or part of a house) is fit and remains fit for human habitation. The areas where a property may be deemed unfit are where there are defects in the following:

- a). State of repair, b). Stability, c). Freedom from damp, d). Internal arrangement,
- e). Natural lighting, f). Ventilation, g). Water supply, h). Drainage and sanitary conveniences,
- i). Facilities for the preparation and cooking of food and disposal of waste water.

Section 11 (Repairing obligations in short leases) specifically requires landlords:

- i. To keep in repair the structure and exterior of the dwelling-house (including drains, gutters and external pipes).
- ii. To keep in repair and proper working order the installations in the dwelling-house for the supply of water, gas and electricity and for sanitation (including basins, sinks, baths and sanitary conveniences, but not other fixtures, fittings and appliances for making use of the supply of water, gas and electricity) and
- iii. To keep in repair and proper working order the installations in the dwelling-house for space heating and heating water including oil fired boilers, open fires, Rayburns, Agas, coal and wood burning stoves and their chimneys, flues and ventilation systems. Where there are mains or bottled gas installations in the property, a mandatory annual gas safety check will need to be carried out. - **We will be unable to let your property without a current Gas Safety Record.**

Since 1st October 2015 a smoke alarm is required to be installed on each floor of a rented property and a carbon monoxide detector in each room with a solid fuel appliance although it is strongly recommended that such detectors are also installed in all rooms with gas appliances.

2. An **Energy Performance Certificate**, which lasts 10 years, will need to be obtained before the property is marketed (see note 4 above).
3. Any furniture or soft furnishings left for the tenants use must comply with the **Fire & Furnishings (Fire) (Safety) Regulations 1988** and must be labeled as such. Any items that do not comply with the regulations or do not have labels will have to be removed.
4. A **Legionnaires Risk Assessment** should also be carried out to ensure that there are no water storage facilities that might harbour the bacteria such as uncovered storage tanks in the loft.

There may be other implied repairing obligations on a landlord during a tenancy not covered by the above, which if not carried out could result in a claim for damages by a tenant. It should be noted that the Courts have generally found in favour of the tenant where the tenant is no longer receiving the full benefit offered by the property as was present at the commencement of the tenancy. It is therefore our recommendation that the property is prepared to a good standard, including general cleanliness, before letting and arrangements are made for all future repairs of a significant nature to be carried out in a timely manner to maintain the property in good order and retain the commitment of the tenant. Please note that failure to do so may, in exceptional circumstances, result in you losing the right to repossess your property and also make it more difficult to attract a better quality of tenant in the future.

Tenants responsibilities

These are relatively straightforward in that tenants are under an obligation to use the premises in a 'tenant-like manner' as defined in the Tenancy Agreement. That is to say, they must look after the property and be responsible for the repair of any damage that may be attributable to them or their family or guest's misuse or neglect. Tenants are not responsible for damage not caused by them or for wear and tear or dilapidations due to the aging of the fabric or contents of the property.

LANDLORDS QUESTIONS & ANSWERS

What will you need from me?

Consent to Let: In order for the letting to be lawful, you will need to obtain written permission, where appropriate, from your mortgage lender or head leaseholder.

Agency Agreement: We will require a signed copy of our **Agency Agreement** confirming your acceptance of our terms and conditions in order for us to act on your behalf as your agent.

Client Information Sheet: We will require the **Client Information Sheet** to be completed and returned prior to the letting of your property once all the necessary information is available to you.

Non Resident Landlords: If you are moving abroad or already live outside the UK you will need to complete a **Non Resident Landlord (NRL1)** form in order to apply for approval from HMRC for us to pay the rent to you without deduction of tax. Each joint owner of the property must complete a separate on-line form which can be found at: www.hmrc.gov.uk/cnr/nrl1.pdf.

Insurance: You will be required to insure the building and, where appropriate, its contents. Not all insurance policies cover let properties so you will need to check with your insurers. We are introducers for **Let Alliance** who specialise in landlord's buildings and contents insurance, whose details can be supplied by us upon request.

Keys: If you vacate the property before it is let we will need a set of keys for access to carry out accompanied viewings. Once a tenant has been found we will collect the remaining sets of keys, one set of which will be security tagged and retained in our offices for inspections and emergencies.

What happens once a tenant has been found?

Reference Checks: The prospective tenant will be subject to thorough reference checks utilising the services of an external credit reference agency. Proof of ID and previous residency will need to be provided by the prospective tenant. In certain circumstances a guarantor may also be required.

Tenancy Agreement: An **Assured Shorthold Tenancy Agreement** will be prepared on your behalf for signature by the tenant prior to the commencement of the tenancy. Copies will be forwarded to you for your signature and retention.

Inventory: A detailed **Schedule of Condition and Inventory** will be prepared prior to the commencement of the tenancy. It is important that the property is presented in a clean and tidy condition and any damage made good and existing faults repaired to avoid problems in the future.

Handover: On the day the property is handed over we will meet the tenant(s) at the property and check them in. We will read the gas, electric, and water meters and notify the various authorities (including council tax) of the change of occupancy. However you will need to notify the telephone supplier. If the heating is oil fired we will check the oil level at the start and end of each tenancy.

Deposit: A deposit will be paid by the tenant as security against any damage etc he/she may cause to the property. The deposit will be registered with the **Tenancy Deposit Scheme (TDS)**. At the end of the tenancy the tenant will be formally checked out, the meters read, and dilapidations, if any, will be recorded and agreed with the tenant. Should there be a dispute over the cost of rectifying any dilapidations, please be aware that the tenant has the right to raise a dispute with the **TDS** who will appoint an adjudicator to decide whether the cost was fair and reasonable. A hand back inspection report will be sent to you at the end of each tenancy advising you of the outcome of the check out.

When will I receive my rent?

Rent Payments: If the tenant moves in during the month, the first months rent less our management fee and any other authorised expenses will be apportioned and paid over to you shortly after receipt. Future rent payments will become due on the first of each month and paid over to you by the tenth working day of the month in which it is due, assuming it is paid on time by the tenant. Any delay in receipt of the rent will be notified to you and appropriate action taken for recovery including notifying the insurers if you have opted for the rent and legal protection insurance.

YOUR CONTACT POINTS AT PENNINGTON PROPERTIES

During Office Hours: Telephone: **01480 459999**

E-mail: enquiries@penprops.co.uk

(Office Hours are 9.00am to 5.00pm Monday to Friday, 9.00am to 12.00pm Saturday)

Out of Office Hours Telephone: **01480 459999** and listen to the answer phone message

Managing Director:

Ian Sanford, M.A.R.L.A. - e-mail: ian.sanford@penprops.co.uk

Deputy Manager:

Katherine Poole - e-mail: katherine@penprops.co.uk

Advertising, Tenancy Agreements & Notices:

Nicky Hulme (Administration & Marketing Manager) – e-mail: nicky@penprops.co.uk

Letting Negotiations, Viewings & Inventories

Wendy Preisig (Lettings Negotiator) – e-mail: wendy@penprops.co.uk

Maintenance:

Donna Bavester (Maintenance Assistant) – e-mail: donna@penprops.co.uk

Heather White (Maintenance Assistant) – e-mail: heather@penprops.co.uk

Property Inspections:

Chris Mead (Property Inspector) – e-mail: chris@penprops.co.uk

Rent Payment, Insurance & Invoices:

Jacky Squire (Accounts Manager) – e-mail: kevin@penprops.co.uk

Kevin Cole (Accounts Assistant) – e-mail: kevin@penprops.co.uk

HOW TO FIND PENNINGTON PROPERTIES OFFICES

Our offices are located at Stukeley House, 17 Huntingdon Business Centre, Stukeley Road, Huntingdon, Cambridgeshire, PE29 6HP

From the A1/A14:

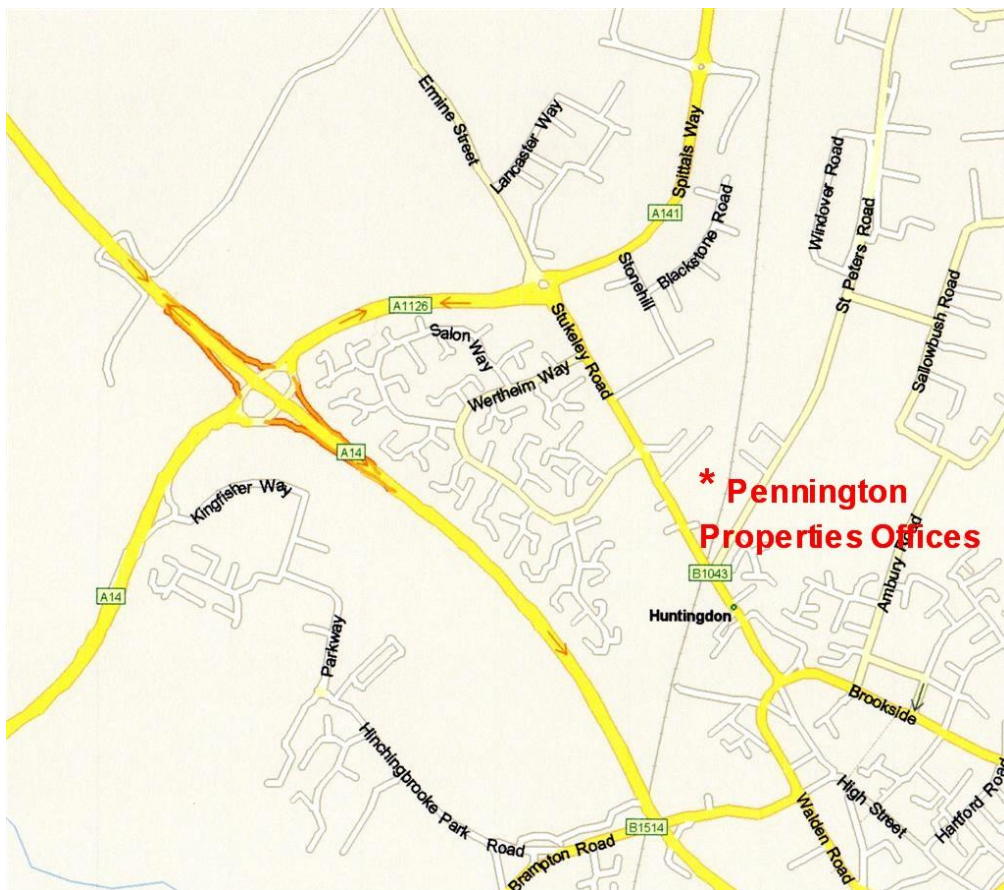
Approaching from the A1 (South) turn right onto the A14 at Brampton Hut roundabout (Junction 21) signposted Huntingdon. Approaching from the A1 (North) join the A14 at Junction 14 (Alconbury). Approaching from the A14 (North, East or West) turn onto the A141 at Spittals roundabout (Junction 23). At the next roundabout, adjacent the Ford dealership/Shell petrol station, turn right onto Stukeley Road towards Huntingdon town centre. Follow the road straight over the next roundabout (Homebase and Halfords on the left) and look for EDAN/CSG Group and STS Tyre Pros on your left. Turn left onto the business estate and then immediately left across the front and down the left hand side of the EDAN/CSG building. Our offices will be directly in front of you.

From Huntingdon Town Centre:

Approaching from Huntingdon town centre turn left off the ring road onto Ermine Street (signposted The North & The Stukeleys). Follow the road through the traffic lights and under the railway bridge. Look for STS Tyre Pros and EDAN/CSG Group on your right. Turn right onto the business estate and then immediately left across the front and down the left hand side of the EDAN/CSG building. Our offices will be directly in front of you.

From St Ives or March:

Join the Huntingdon bypass (A141) at Hartford. Follow the road over the next two roundabouts (Tesco's on the left) and then at the third roundabout, adjacent the Ford dealership/Shell petrol station, turn left onto Stukeley Road towards Huntingdon town centre. Follow the road straight over the next roundabout (Homebase and Halfords on the left) and look for EDAN/CSG Group and STS Tyre Pros on your left. Turn left onto the business estate and then immediately left across the front and down the left hand side of the EDAN/CSG building. Our offices will be directly in front of you.



PENNINGTON PROPERTIES COMPLAINTS PROCEDURE

As a firm accredited to the National Approved Letting Scheme, Pennington Properties aims to provide the highest standards of service to all landlords and tenants but to ensure your interests are safeguarded, we offer the following procedure for dealing with complaints:

- If you believe you have a grievance, please write in the first instance to Miss Katherine Poole, Deputy Manager, Pennington Properties, Stukeley House, Stukeley Road, Huntingdon, Cambs, PE29 6HP.
- Your letter of grievance will be acknowledged within 3 working days of the date of its receipt and then investigated thoroughly in accordance with established in house procedures.
- A formal written outcome will be sent to you within 15 working days from the date of acknowledgement. If we require longer than this timescale, we will advise you in writing and confirm our revised response date.
- If you remain dissatisfied with the result of the internal investigation please write to Mr I H Sanford, Managing Director, Stukeley House, Stukeley Road, Huntingdon, Cambs, PE29 6HP, who will review the complaint.
- Following the conclusion of our in-house review we will write to you with a final statement.
- If you are dissatisfied with the conclusion of the in-house review of your complaint, you can refer the matter to The Property Ombudsman, Milford House, 43-55 Milford Street, Salisbury, Wiltshire, SP1 2BP – Telephone: 01722 333306, E-mail: admin@tpos.co.uk.

Pennington Properties

Pennington Homes Limited trading as Pennington Properties
Registered Office: Stukeley House, Stukeley Road, Huntingdon, Cambs PE29 6HP
Country of Registration: United Kingdom, Company Number: 4511758

Members of the Association of Residential Letting Agents (ARLA) - Membership No. 51193,
The National Approved Letting Scheme (NALS) - Membership No. A107,
The Property Ombudsman (Lettings) - Membership No. L00101,
The Dispute Service Tenancy Deposit Scheme (TDS) – Membership No. G01420,
The Safe Agent Scheme (SAFEagent) - Membership No. S2374.

