

# Guaranteed Rent

## Terms and Conditions:



## **DESCRIPTION OF SERVICES:**

- Guaranteed rent during the period of the lease regardless of whether the property is tenanted or vacant.
- Rent paid directly to you each month.
- Thomas Patrick will pay your rent monthly in arrears by BACs into your chosen bank account.
- A free professional and full management service provided by our specialist and experienced team
- Our experienced Housing Officers will carry out regular property inspections
- Our tenants are responsible for paying utility bills and council tax during the term of the lease
- Full vacant possession at the end of the lease at no cost to you.  
(Property handed back in the same condition as was given)

## **WHAT THOMAS PATRICK NEED FROM THE LANDLORD:**

- Proof of ownership (Thomas Patrick will carry out a land registry search). However, if you have only just purchased the property, you will need to provide an original letter from your solicitor stating you are the legal owner.
- Current building insurance schedule.
- Recent mortgage statement.
- Permission from your lender and freeholder to lease the property.
- Landlord Gas Safety Record (LGSR)
- NICEIC electrical safety certificate arranged
- Energy Performance Certificate (EPC) rated A to D

## **NON RESIDENT LANDLORDS**

If you are a Non Resident Landlord, i.e living outside the UK, please provide a copy of HMRC Non Resident Landlord (NRL) certificate exempting your rental income from a tax deduction. However if you are not in possession of a NRL certificate, please request this from HMRC. The NRL certificate may give you exemption of tax. Thomas Patrick will have to deduct tax from your rental income on the commencement of the lease until HMRC confirmation is received. Please see the following link for guidance:

[http://www.hmrc.gov.uk/cnr/nr\\_landlords.htm](http://www.hmrc.gov.uk/cnr/nr_landlords.htm)

## **TENANTS OBLIGATIONS**

### **Utility bills**

The Tenant will be responsible for payment of water rates, Council Tax, Gas and Electric bills. UNLESS the Landlord is responsible for payment of these (i.e. communal heating and hot water charges).

### **Repairs**

The Tenant will keep the interior of the property in a habitable state of repair but will not be responsible for any damage caused by any outbreak of damp, wear & tear of structural/plumbing or electrical issues.

### **Fixtures/Fittings**

The Tenant will not repair or replace Landlord's fixtures and fittings

### **Lease end**

The Tenant will leave the property clean and remove any rubbish left at the premises but will have no further responsibility for the property. The Tenant is not obliged to redecorate or replace carpets/floor coverings at the end of the Lease.

## **LANDLORD OBLIGATIONS:**

### **Certificates**

The Landlord must arrange electric, EPC and gas safety certificates (to include all appliances remaining at the property) prior to the commencement of the Lease Thomas Patrick can also arrange these on behalf of the landlord at an agreed cost.

### **Repairs**

The Landlord is responsible for keeping the structure and all external parts (including exterior fences and walls, mature trees) at the property in good repair.

### **Repair Policy**

The Landlord is responsible for ensuring any repairs for which they are liable is carried out within a reasonable timescale - (see repairs)

### **Insurance**

The Landlord must have comprehensive insurance cover for the property against loss or damage for the term of the lease.

### **Service Charge**

The Landlord is responsible for paying any communal service charge for heating, cleaning or maintenance etc.

### **Permissions**

The Landlord must receive permission from their mortgage lender and freeholder before leasing the property

### **Tax status**

The Landlord to advise Thomas Patrick if they live or plan to live abroad during the term of the lease

and confirmation from HMRC (Inland Revenue) that their rent can be paid without deduction of tax must be provided. The Tenant to deduct tax until the confirmation is received.

## **PROCEDURE FOR REPAIRS**

### **Repairs**

When a repair is required (which is the landlords responsibility), the tenant shall Thomas Patrick. A Thomas Patrick housing officer will view the problem and inform the landlord (if necessary) of the action needed, and Thomas Patrick will send workman around to give price before any work is carried out. The Landlord can send own workman round if they so wish, as long as response is within a reasonable amount of time according to urgency of issue.

### **Emergency**

If a Landlord repair is an emergency, the Tenant will initially try to contact Thomas Patrick who will endeavour to contact the landlord and if unable to do so within a reasonable period, they will carry out the repair up to a maximum of £200 on their behalf and recharge from the Landlords rent.

### **Re-charge**

If the Landlord fails to carry out the (Landlord's) repair then the Tenant may arrange for works to be carried out and the costs will be recharged to the Landlord.

## **PROPERTY STANDARDS**

### **General**

Property must be cleaned throughout.

### **Gas and electric supplies**

Meters must be fitted (preferably card operated with credit) There must be gas and electric available when safety certificates carried out and upon handover.

### **Electrical installation**

All fittings must be undamaged, in good working order and secure. Bathroom lighting should be sealed bulkhead type.

### **A Domestic Periodic Inspection Report**

Must be issued by electrical contractor, must be provided stating that the installation is satisfactory and safe.

### **Gas installation**

All exposed gas pipework and gas fittings must be secure. A "Landlords Gas safety Record" issued by GAS SAFE registered Contractor must be obtained prior to handover. The Gas boiler must be in good working order and capable of lasting through the length of the lease. Boiler operating instructions must be provided.

Radiators must be adequate, not detrimentally rust affected, in good working order and secure.

### **Other Heating Appliances**

Properties must have sound, adequate space heating to all rooms.

Gas fires are not permitted and must be removed, capped off and made safe - no back boilers.

Thomas Patrick may have to inspect prior to lease commencement to check for "back boiler units" (B.B.U's)

Other forms of heating apart from gas central heating will need approval - i.e. warm air and electric heating.

### **Smoke detectors And Carbon Monoxide detectors.**

Lithium battery powered smoke detector one per storey required and Lithium battery powered carbon monoxide detector sited close to the gas boiler.

### **Ventilation**

All rooms must have at least one opening window. If the kitchen and/or bathroom does not have a window, then it must be vented with an adequate extractor fan. Bathrooms and cloakrooms should have extractor fans.

### **Internal walls and Partitions**

Must be sound and show no signs of dampness or condensation mould, clean. Kitchens and bathrooms should preferably have painted walls and no paper.

### **Floors and Ceilings**

Must be sound underfoot, floorboards secure and dry. Carpets should be clean and fitted, with no stains or loose edges. Bathrooms and kitchens must have vinyl or other waterproof type flooring, which must be sound, clean and well fitted. Plaster must be sound and in good condition. Cracked ceilings must be tested to ensure that they are secure and not liable to collapse without warning.

### **Windows**

Should all preferably be double glazed in order to achieve EPC minimum rating requirements. All habitable rooms must have at least one opening window to allow escape in case of fire. All opening windows must work properly and above ground floor, must be fitted with purpose restrictors to deter children opening them beyond 100mm. All locking window handles must be secure and have keys.

#### **Glazing**

All cracked glazing, no matter how small, must be reglazed. All missing or otherwise defective window putties must be replaced. All windows glazing less than 800mm above floor level must be safety glazed or provided with a safety barrier or covered in safety film. All door glazing above floor level must be safety glass or covered with shatterproof material or safety film or boarded over and made good.

#### **Front doors**

Must be sound, and in good working order, ironmongery secure and in good working order. Cylinders to the front entrance door and back door locks to the property must be changed for security reasons. The front entrance door must have a Yale cylinder night latch lock with external cylinder pull plus a mortice lock with internal thumb turn release.

Letter box, cover and door number to be provided.

#### **Staircases**

Must be sound with no apparent defects. Balustrade must not have gaps in excess of 100mm. All staircases must be fitted with handrails.

#### **Dry rot, wet rot, beetle infestation, and dampness**

If identified, any remedial work to be undertaken by a specialist contractor before commencement of the lease

#### **Kitchens**

Must have adequate and hygienic storage, and worktop space. Worktop must be undamaged and hygienic, there must be a tiled splash-back with a mastic seal between tiling and worktop. The sink and taps must be sound and not dripping/leaking. Wall and base units must have properly operating doors and drawers and must be secure and clean inside and out. The kitchen should have an extractor fan.

#### **Bathrooms**

Must be clean and hygienic. Toilet pans must be cleaned and disinfected inside and out. Toilet seats to be replaced and must be rigidly fixed if necessary. There must be a secure toilet roll holder. Bathrooms must contain a bath (and or shower), wash hand basin and toilet. Bath panels must be secure and not have any sharp areas. Toilet, bath and wash hand basin must be checked to ensure no chips or cracks, they should be rigidly fixed, do not leak, and are complete with plugs and chains. Taps must work properly and dripping or defective taps must be replaced. Tiles and seals must be undamaged and watertight.

#### **Landlord and Tenant Act 1987**

We are obliged to include your full name and address on all rent demands. If your address is outside England and Wales, then we must provide the Tenant with an address within England and Wales to which Notices (including Notices in proceedings) may be served to you. Unless otherwise instructed, if your address is outside England and Wales, we will use the address of our central Administration Office for this purpose. Although we will use our best endeavours to forward any Notices to you promptly, we cannot accept liability for any loss or damage incurred either directly or indirectly from our actions in this respect.

**CERTIFICATE OF OWNERSHIP/RESIDENCE**

I/We hereby certify that I/We (jointly) own the property known as:

.....

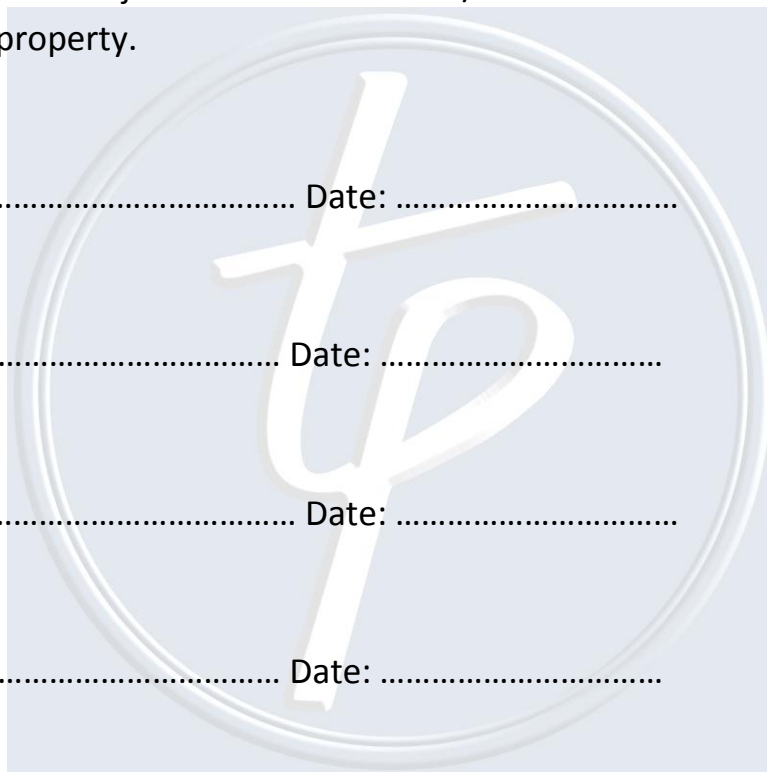
Which I/We have instructed THOMAS PATRICK PROPERTIES Ltd to Let (and Manage) (and that the property was my/our principal private residence at the time) and if there are joint owners that both/all are aware of and agree to the letting of the property.

Signed: ..... Date: .....

Printed: ..... Date: .....

Signed: ..... Date: .....

Printed: ..... Date: .....



Please sign both copies of the Terms & Conditions, returning one copy to our office, at your earliest convenience.