# Landlord Leasing Scheme with JMHA



We'll take care of your property, So you can have a peace of mind.

# PEACE OF MIND

Your property is in safe hands.



Thank you for your interest in JMHA leasing scheme. This information booklet sets out the stages, the requirements and the factors you will need to consider prior to entering into a lease with us.

The aim of this document is to process the leasing of your property to us as smooth and as simple as possible from the initial visit to the time we enter into a lease with you.

In completing a lease with JMHA, you are entering into a legally binding contract. We will need to ensure your property meets our required standard and that you have all the necessary approvals, documents, and consents to enter into the lease.

JMHA leads the way in managing property including large property portfolios. We have listed some of the benefits you will receive if you choose us as your managing agent.

### MANAGING YOUR PROPERTY



Our unique blend of public and private sector experience and skills, enables us to offer a fresh approach to delivering quality public sector housing services with a clear commercial focus. Managing £ millions of private rented sector (PRS) assets JMHA offers property management advice and take care of clients' everyday letting and management requirements. Our managers have been nominated for several national awards during their career, so you can be sure your property is in safe hands.



### RENT COLLECTIONS

Peace of mind is key, and our rental collection service means you simply do not need to give non-payment of rent a second thought. We remove the stress from one of the largest pitfalls a landlord faces.



**RENT PROTECTION GUARANTEES** Your rent is FULLY protected by one of the world's biggest insurance companies! You can choose from our competitive products. Day 1 Rent Insurance with NIL excess or 6 Months' Rent in Advance. You are spoilt for choice!



### **REPAIR AND MAINTENANCE**

JMHA provides a complete range of asset management services including: Centralised Customer Contact Centre; Responsive, emergency and out of hours repairs; Arrange Compliance services



### **REDUCE YOUR RENT ARREARS.**



There is a significant increase in the number of tenants who fell into arrears. With the rising cost of living, wage freezes and rents remaining high, it's not surprising that rent arrears will keep on increasing. Incoming welfare reforms and benefit cuts will push more tenants into the risk of falling behind with rent payments.

- £326M RENT WAS EITHER PAID LATE OR UNPAID IN DECEMBER 2012.
- RENT ARREARS COULD ROCKET OVER 50% UNDER THE NEW WELFARE REFORMS.
- ► 84% OF HOUSING ASSOCIATION ANTICIPATES ARREARS WOULD RISE TO £245 MILLION.
- 20-30% OF TENANTS MAY WELL STRUGGLE TO PAY THE RENT ON TIME WHEN UNIVERSAL CREDIT COMES IN - A MASSIVE HEADACHE FOR THE WHOLE WELFARE REFORM PROJECT.

### What are the benefits of leasing your property to us?

JMHA offers various leases; pay a competitive rent, with free management and a dedicated Officer managing your property.

You will receive:

- a free, comprehensive letting service with full vacant possession at the end of the lease;
- rent paid monthly in arrears direct into your bank;
- a dedicated Officer to manage your property;
- day to day repairs carried out by JMHA;
- compensation paid for any damage beyond fair wear and tear when the property is handed back;
- Zero commission
- 1 5 year lease period
- Competitive rents levels
- A professional management service
- Government Regulated Management Company looking after your property

When you lease your property to us, we guarantee you a rental income, whether it is tenanted or not. In some cases, the rent that you receive may be lower than open market value, but this is balance by:

- no agency fees to pay;
- no void periods to allow for
- at the end of the lease, JMHA will continue to pay the agreed rent until your property can be handed back with full vacant possession.

JMHA will visit your property so we can assess its rental potential. Rental offer will be based upon the condition, location and amenities of the property. The rental income we offer in most cases is similar to market rents in the area. In cases where there is a difference, we will offer to offset this by the benefits of no commission or management fees and payment of some maintenance costs.

There are maximum rental level for each size of the property in every borough. Upon the negotiator's first visit, this information will discuss this with you.

If you choose us as your managing agent, you are protected against market fluctuations in rentals and housing benefit claw backs.

You will receive rent from the date of the tenancy agreement and we will continue to pay you whilst we prepare your property for re-letting should the property become void - subject to terms of the lease.

Rent will be paid from the first day of the tenancy agreement held between JMHA and our tenant. We will continue to pay your rent should our tenant move out of your property whilst we prepare the property for a new tenant. Once the property is ready for re-letting, we will request a new tenant from the local authority.

### THE PROPERTY STANDARDS

The Landlord Property Standards Booklet sets out the minimum property standards for the leasing scheme we operate. It should be used by you as a guide when considering the works needed to bring your property up to the required minimum standard. You can find a copy of our Property Standards Booklet enclosed in your information pack.

If you decide to lease your property to us, our assessor will visit your property. Working from the property standards, they will draw up a schedule of works. This schedule of works will list all the works you need to complete before we can lease your property. Our surveyor will need to confirm that all identified works have all been carried out before we can finalise the lease.

### JMHA'S MANAGEMENT SERVICES

We take all the hassle out of renting, guaranteeing rental income and giving landlords confidence that their property is managed by a professional housing management team. Unlike many high street letting agents, we do not charge a management fee or commission for managing your property.

- You will have a dedicated property officer visiting your property regularly to ensure that the property is in good condition and that the term of lease are met;
- We will take responsibility in collecting rent from the tenant;
- JMHA will take charge for the collection and payment of water rates, Council Tax and utility bills from the date of the first tenancy unless this is included in any service charge;
- Should there be a legal dispute against the tenant, JMHA will take all necessary legal action against and will cover all the costs incurred.

### COSTS INVOLVED AND SCHEDULE OF REQUIREMENTS

When you decide to lease your property to us, it is important that you have all the necessary permissions, requirements and documentation. The following are also needed:

- ► Administration Fee £120 (this is NON-REFUNDABLE)
- A Gas Safe Safety Certificate You must provide a copy of the Landlord Gas Safety Inspection Certificate (CP12) before we can start the lease. The certificate must be defect free, be no more than one month old, cover all gas appliances and should indicate the boiler has been serviced.
- A NICEIC electrical certificate- You must provide us with an NICEIC Periodic Inspection Report, and the certificate must cover the full term of the lease. There should not be any observations or recommendations on the certificate.

- An Energy Performance Certificate This is now a requirement for any letting and can be obtained from a registered Domestic energy Assessor or Home Inspector.
- Gas central heating breakdown cover You will need to obtain a breakdown cover to include the heating and hot water system, or equivalent cover should you have electric storage heaters.
- Buildings Insurance You must provide us with a copy of your buildings insurance policy, specifying that you have permission to let your property to JMHA. You must renew the policy annually throughout the terms of the lease. JMHA can also assist you with obtaining Building Insurance.
- Ownership Details You will need to provide us with proof of ownership. We will also require where appropriate, an up to date statement of mortgage payments, including the mortgage lenders permission to let the property. If the property is leasehold, we will also need to see permission to let to us from the leaseholder.
- Furnishing your property (for some schemes)
- Details about any other charge levied on the property, such as service charges or ground rent (if applicable).
- End of lease dilapidations not covered by the terms of the lease.
- Three Sets of Keys: You will need to provide three sets of keys for all communal and external doors, and window locks where you have them.
- Smoke detectors 10 year battery or-wired in smoke detectors must be fitted in all properties, in accordance with manufacturer's instructions. To be fitted in the hallway adjacent to the kitchen, and in the case of a two storey property one on the upper landing.
- Garages & Sheds Will not normally be part of the lease. If there is an electricity supply, this must be disconnected from the leased property.

### **PROPERTY CONDITION**

If you decide to lease your property to us, our surveyor will visit your property. Working from the property standards, they will draw up a schedule of works. This schedule of works will list all the works you need to complete before we can lease your property. Our surveyor will need to confirm that all identified works have all been carried out before we can finalise the lease.

**Exterior** - roof and walls should be in good repair, structurally sound and weatherproof. Slates, coping, rendering, gutters and down pipes etc. should all be secure, intact, and without leaks. The property should be free from any form of damp or water penetration.

**Structure** - Windows must open and close easily for both ventilation and security purposes. All joints between the structure and doors and window frames should be adequately sealed and draught proof. Staircases must be structurally sound, having balustrades, and hand rail fitted to ensure the safety of small children. The gap between open risers and stair balustrades need to be less than 100mm.



### WHY CHOOSE JMHA?

JMHA is a registered Housing Association and is regulated by the Homes & Communities Agency (HCA).

JMHA take the hassle away from letting a landlord's property; searching for tenants, managing the legalities of leases, and coordinating of all maintenance and repairs, hence maximising the returns on property investment.

### LANDLORD INSURANCE

- DO YOUR TENANTS GIVE YOU MORE TROUBLE THAN PROFIT?
- ARE YOU FED UP OF LETTING AGENTS MAKING BROKEN PROMISES IN FINDING YOU A TENANT WHILST YOUR PROPERTY REMAINS VACANT?
- ARE YOU WORRIED ABOUT HOW YOU WILL COVER THE MORTGAGE AND PAY FOR THE REPAIR COSTS IF THE TENANT STOPS PAYING THE RENT?
- WOULD YOU LIKE TO BULLET PROOF YOUR RENTAL INCOME WITH ZERO RISK INSURANCE?
- IF SO, OUR RENT SCHEMES ARE THE ANSWER TO YOUR PROBLEM! WE CAN GUARANTEE YOU 100% OF THE RENT!

CALL US NOW

### REDUCE YOUR RENT VOIDS.



National Debtline, a charity debt helpline that provides free ,confidential and independent advice have reported a record number of tenants in debt via rent arrears.

- AROUND 1500 TENANTS A DAY ARE CALLING A CHARITY DEBT LINE FOR HELP WITH RENT ARREARS
- 1 IN 10 CALLS ARE ABOUT RENT ARREARS AS COMPARED TO 1 IN 16 IN 2007 AND 1 IN 12 LAST YEAR
- MORE THAN HALF THE CALLS RECEIVED BY DEBTLINE IS ASSOCIATED WITH DEBT CAUSED BY RENT ARREARS

### **PROPERTY CONDITION - cont.**

**Gardens & Boundaries:** Boundaries of the property should be adequately enclosed to ensure privacy and security. Gardens should be tidy, free of litter, and easy to maintain - the garden remains the responsibility of the Landlord under the terms of the lease. Ponds should be filled in and drained.

Any gas or electrical appliances such as fires or ovens, left on the premises at the start of the lease ought to be included in the relevant safety certificates.

**Heating** - The preferred form of heating is a gas boiler, timer, individual or main thermostat. Off Peak "Economy 7" is an acceptable substitute for smaller units and flats. Radiators must be located in all bedrooms, reception rooms and bathrooms and be sufficient for the size of the room.

Properties must have their own individually metered utility supplies. Heating systems and appliances must have the users instructions supplied at the time the lease commences. Water storage tanks and cisterns to be covered, secured and properly protected against frost.

Light, Ventilation & Openings - Every living room and bedroom should have a window opening directly to the outside. Glazing should be free of breaks and missing or perished putty to be replaced. Windows and doors should be sturdy with only standard furniture present. No locks or bolts to be fitted to bedrooms and living rooms. Curtain tracks/poles must be provided in the living rooms and bedrooms. Low level glazing where potentially dangerous to children to be sandwiched between clear plastic adhesive sheeting or removed and panelled.

Where window openings are at a low level, a child proof lock must be fitted to ensure a child cannot fall out, but still allow access to open the window by hand. WC's, bathrooms and kitchens must have opening windows or else an adequate system of mechanical ventilation. Yale type and deadlock

to be provided to the main front door, and mortise to the rear.

**Kitchen & Cooking Areas -** All plumbing should comply with current water utilities bylaws. Stop valves and services to be readily accessible. Must be an adequate supply of cupboards and work surfaces, being clean and undamaged. Work surfaces must be free from cracks - suitable for the preparation of food.

A 600mm cooker space should be provided, located with adjacent worktops, and not next to a doorway. Power sockets and 600mm spaces should be available for a refrigerator and washing machine.

Waste disposal units should be removed and standard traps fitted.

Ceramic tiles or vinyl flooring in one sheet to be fitted - not vinyl tiles. Wall tiles to be fitted behind the sink and cooker space, at least 3 tiles high. These should be clean and well grouted to ensure a waterproof finish.

**Bathrooms** - Plugs should be fitted to bath and wash hand basin. Showers may be acceptable, but not always suitable for family occupation. Where a shower is fitted above the bath wall tiling, this must be to a minimum of 1.8 metres around the bath. A shower screen or curtain should be provided Bath panels should be securely fixed but accessible. All fixtures must be free from staining and securely fixed to the floor. WC's should have a seat and cover attached and be unstained, Cistern to fill at a reasonable rate. Ceramic tiles or vinyl flooring to be fitted - not vinyl tiles. Bathrooms must have a fully enclosed light fitting.

Flooring & Decorations - Floors should be level and even. Where carpet remains this must be clean, safe and fitted. Where carpets have been removed, the carpet grippers must also be removed. Any polystyrene tiles on walls or ceilings present a fire hazard, and therefore, must be removed, and the decor made good. Decorations in every room, gloss and emulsion, should be in satisfactory condition, suitable for the term of the lease.

### CALL US NOW

### **PROPERTY CONDITION - cont.**

**Gardens & Boundaries -** Boundaries of the property should be adequately enclosed to ensure privacy and security. Gardens should be tidy, free of litter, and easy to maintain - the garden remains the responsibility of the Landlord under the terms of the lease. Ponds should be filled in and drained.

Any unsafe or dilapidated buildings must be demolished and cleared. Unless integral, garages cannot be included in the lease.

External buildings and sheds for the exclusive use of the tenant to be free of stored items. Doors to fitted with a lock or bolt. Greenhouses and conservatories with unprotected areas of glazing to be protected/removed to prevent accidental injury to children.

A front gate with a proper closing device must be provided. Gates to be in a satisfactory condition and secured when closed, side and rear gates to have a locking device.

Rubbish Bin - must be provided, with close fitting lid.

**Asbestos** - You will need to provide us with details of any asbestos in your property or in the communal areas.

### THE RENT/PROPERTY ASSESSOR

For us to finalise the lease, you need to book an appointment for one of our Assessor to meet you at the proposed property. You can book an appointment by ringing our New Business Team at 0333 456 4737 or by sending us an email at info@jmha.co.uk (please note on your email "Book Rent/Property Assessor).

Upon receipt of your booking appointment, our assessor will organise to setup an appointment at the property for a free assessment. During this assessment, he/she will endeavour to answer any queries. The assessor will guide you through JMHA's property prerequisites; determine if there is any work required at the property. At the end of the visit, the assessor will be able to notify you of what is the expected rental figure in the course of its lease. However, please note, the survey of works are not a full structural survey.

Following the property visit, JMHA will write to you making an official offer and detailing the work required at the property prior to letting the property within five (5) working days.

### **APPLICATION FORM**

The application form will be sent together with the formal/official letter. If you are happy with the rent offer and would like to proceed with the lease scheme, you will need to complete, sign the form and enclose an administration fee ( $\pounds$ 120) before we start processing your application.

The administration fee covers the cost of land registry checks (pre-requisite requirement) and acquisition administration. We can only accept payment by cheque made payable to **J & M Residential Lettings Ltd**.

Once completed and the appropriate fee is enclosed, you can post your application form to:

JMHA Unit 9 Hollows Farm Healey Lancashire OL12 6LY

If you have any queries about the leasing scheme, our New Business Team will be glad to help you.

Please refer to our Frequently Asked Questions for more details.

### **OWNERSHIP**

We will check with the Land Registry to verify the legal owner of the property. This will ensure that all the persons specified on the Land Registry record are party to the lease. If you have recently acquired the property, we will require you to provide us with the ownership details. You must provide proof of your ownership of the property (land charges certificate).

### **DRAWING UP THE LEASE**

Upon receipt of the Land Registry Check/proof of ownership of the property, we can now draw up the lease. Please review the lease as soon as you receive it, and if in doubt, we strongly advise that you seek legal advice. The lease must be signed by all the owners of the property, witnessed where indicated (unless the property is owned by a Ltd Company) and it should be returned to us UNDATED. The lease we hold (the counterpart lease) will be signed and sealed by us. We will put the date upon confirmation that all the required works are completed which will be confirmed by our assessor. Please note that all the valid certificates must be provided and upon receipt of these, you will then be provided with a lease start date and a copy of signed dated lease for your use will be sent to you by recorded delivery.

Please note that JMHA still reserves the right to withdraw any offer/contract until you have received a signed and dated lease.

### THE FINAL INSPECTION

A final inspection of the property by our negotiator should be arranged once works has been completed. This will ensure that you have completed all outstanding works specified by our negotiator. Our negotiator will make a final visit to the property to ensure that:

- The property is vacant
- All the required work has been completed
- Copies of gas and electrical safety certificates are all up-to-date. Details of all the gas central heating breakdown cover and a copy of your EPC.
- Gas, electrical supplies are all in working order, and have at least £15 credit on key cards or key meters, and the meter key or card is on site for re-charging purposes (if applicable)



PROCESS IN MAKING A CLAIM

If a claim is made, JMHA will liaise with the Loss Assessor and the Insurance Company dealing with the claim, and there is a claim handling fee payable. This charge is 10% of the total claim value (net of excess) with a minimum charge of £30 and a maximum of £100 per claim. This charge will be deducted from the amount received when claims are settled.

# INSURING YOUR PROPERTY WITH OTHER COMPANY

Insuring your property with other company is not an issue, however, details should be provided to us. It is important that you disclose to your insurance company that the property will be used to accommodate homeless families. Failure to disclose could invalidate your insurance and claims may not be settled. Please be aware that if you choose this route, you are responsible for renewing your own policy. Properties under this scheme should be insured all through out the term of lease.

### LANDLORDS INSURANCE

You must provide us with the details of your building insurance. JMHA can also arrange for your property to be insured by placing it under our block policy.

If you have arranged your property to be insured under our block policy, we recommend you insure your property to the value of rebuilding. Please get in touch with your assessor to find out more.

Once insured, your insurance will be renewed automatically while we lease your property. Yearly premium is deducted automatically from your rent account.

JMHA's block insurance cover includes fire, rent loss, theft, general perils as well as accidental damage. Full details of the coverage and copy of the schedule is available upon request.



### DON'T BE A STATISTIC .....



According to the latest Landlords Panel conducted by the National Landlords Association (NLA), rental arrears are on the rise. (Note: Taken from an article published by NLA last July 2012).

- 49% OF LANDLORDS HAVE EXPERIENCED RENTAL ARREARS IN THE LAST 12 MONTHS;
- WHILE 37% ARE WORRIED ABOUT INSTANCES OF ARREARS IN THE MONTHS AHEAD;
- A TYPICAL NLA MEMBER LANDLORD WITH AN AVERAGE OF 12 LETTINGS HAS 4 TENANTS IN ARREARS:
- £2,363 IS THE AVERAGE RENT ARREARS OWED BY TENANTS AND AS EXPECTED LANDLORD WITH LARGER PORTFOLIOS HAVE GREATER AMOUNTS OWED TO THEM.
- ▶ 16% OF LANDLORDS WITH 1 LETTING (INCLUDING ACCIDENTAL LANDLORDS) ARE ALSO AFFECTED BY RENT ARREARS

### **THE FINAL INSPECTION - cont.**

 We hold three full sets of keys to all external doors and outhouses and keys to all window locks

### **DOCUMENTS NEEDED**

JMHA cannot finalise the lease and let your property until we receive the following necessary documents:

- A signed undated lease;
- Building Insurance cover, unless you chose JMHA to arrange your insurance;
- Completed application form which includes your bank details (BACS) along with your completed and signed tax declaration form;
- For properties owned by Limited Company a certified copy of the Memorandum & Articles of Association and a certified copy of the Certificate of Incorporation and the current address of the registered office. Please let us know whether you sign or seal company documents.
- Confirmation in writing from our Assessor that your property is ready for letting.
- A valid electrical, gas safety certificate and gas central heating breakdown.
- Asbestos information form.

### FINALISING THE LEASE

Provided that your property has passed the final inspection and you have provided all the necessary documents, we can now finalise and date the lease. During this stage, we will ask the Local Authority to provide a list of proposed tenants for the property. Please note that we need at least five (5) days notice that your property is available to let before the lease can start. Usually, a tenant will move into your property on the first day of the lease.

During the term of the lease, we ask that you do not hold any keys to the property.

### FREQUENTLY ASKED QUESTIONS

JMHA has compiled a list of frequently asked questions to help you decide whether our scheme suit your leasing needs:

## How long will you rent the property for and who is responsible for the repairs?

We lease properties up to 5 years and can renew the lease again. The Temporary Accommodation Unit will carry out day to day minor repairs. We ask all Landlords to have service agreement with British Gas or Southern Electric, that way we do not need to bother you with heating disrepair issues.

Repairs to the Structure, fencing and walls, out buildings and means of sanitation (such as pipes) are the Landlords' responsibility. However, we could carry out the works and deduct the cost from your rent.

### CALL US NOW 0333 456 4737

### Who else must I tell?

You must notify your mortgage lender and get their permission. If your property is leasehold, you must also get permission from the freeholder/managing agent. We will need to see evidence that you have done this.

### What about the utilities at my property?

The tenants are responsible for paying their own utilities, and they can choose their own supplier. When the property is returned to you, make sure there are no outstanding debts owed with the supplier. We highly recommend checking this with the supplier (see useful contact numbers list).

### How will my rent be paid?

JMHA will pay the rent directly into your nominated bank or building society account by BACS. Rent can only be paid into the property owners account.

### What type of tenant will live in my property?

The tenants will be one of JMHA Households

### What happens if I am moving overseas?

If you are a non-resident landlord, you must assign a legal Power of Attorney so that we know who to contact in this country concerning your property. You must also provide evidence that you have complied with the Inland Revenues requirements (See <u>HM Revenue and Customs Form NRL</u><u>1</u>).

### What if I want my property back?

We do not normally return a property until the end of the lease so you should plan to lease it to us for the full term. We recognise that circumstances can change unexpectedly, so if you need your property urgently we are available to discuss your needs. We will endeavour to return the property to you by the end of the lease; however occasionally some tenants may need more time to move. Under these circumstances, we will continue paying the rent until we hand back the property to you.

### What happens if my property is damaged?

When we return the property to you, an Acquisition Officer will meet you at the property for a joint inspection. Where there is/are any damage to the property we would request a number of quotes so we can reach a level of agreement on compensation. Please do remember that we do not pay for fair wear and tear.

### **USEFUL NUMBERS**

### HMRC

(T) - 0845 300 0627

British Gas: Gas/Electricity supply/Repairs/ Homecare Agreement (T) - 0845 950 0400

### OUR LEASING SCHEME AT A GLANCE

### TO BE COMPLETED BY THE LANDLORD

- SEND THE COMPLETED AND SIGNED APPLICATION FORM TOGETHER WITH THE ADMINISTRATION FEE (£120). PLEASE NOTE THAT THE ADMINISTRATION FEE IS NON-REFUNDABLE.
- ☑ PROVIDE JMHA WITH YOUR BUILDING INSURANCE DETAILS OR IF YOU WISH JMHA CAN ARRANGE YOUR BUILDING INSURANCE CALL US ON 0333 456 4737 FOR MORE DETAILS.
- ENSURE THAT ALL CERTIFICATES ARE VALID AND THAT ALL WORKS NEEDED ARE COMPLETED.
- ☑ SIGN THE UNDATED LEASE AND RETURN TO BY POST.

Gas Safe: Gas Contractor register (T) - 0800 408 5500

Gas Suppliers: Meter Enquiry line (T) - 0870 608 1524

NICEIC Electrical Contractors (T) - 0870 013 0382

EPC Register (W) - https://www.epcregister.com/searchAssessor.html



### TO BE COMPLETED BY JMHA

- ✓ WE WILL PROVIDE YOU WITH A RENT OFFER FOLLOWING OUR ASSESSOR'S VISIT.
- SCHEDULE OF WORKS WILL BE PROVIDED FOLLOWING OUR ASSESSOR'S RECOMMENDATION.
- WE WILL SEND YOU AN UNDATED LEASE
- OUR ASSESSOR WILL RETURN TO THE PROPERTY TO CARRY OUT A FINAL INSPECTION ENSURING THAT ALL WORKS ARE CARRIED OUT SATISFACTORILY.
- START WITH THE LEASE (SUBJECT TO CONTRACT)

Working in partnership with







THE HUB BURNLEY ROAD BACUP LANCASHIRE OL13 8AG 0333 456 4737 WWW.JMHA.CO.UK



es Housing Ombudsman Service

Homes & Communities Agency On

皴