



## Schedule of Services



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## About CJ Property

Whether you're an investor or a landlord with a single property or a large portfolio we have the expertise to look after you.

Property management and letting is CJ Property's speciality.

We are one of the region's longest standing property management and letting agencies and have a vast knowledge and experience of desirable property to rent in Hull and the surrounding villages.

Many of our landlords have been with us since the start! Working closely with them to build and enhance their portfolios, they recognise the value in our honest advice.

Over 90% of our properties originate from referrals, satisfied landlords who have recommended us to family, friends and business acquaintances. But don't just take our word for it, check out our testimonials page.

## Our services

We have a 'no surprises' approach to the fees that we charge our landlords. Our competitive fees provide genuine value for money when coupled with our first rate service.

CJ Property provides the following services:

- Full Management
- Let Only
- Tenant Check Only
- Tenancy Agreement & Deposit Only

Attached is our comprehensive list of services and fees and our Frequently Asked Questions (FAQs).



If you have any additional questions please feel free to contact us on **01482 645270**

We look forward to hearing from you.

**CJ PROPERTY**

# List of Services

Description	Full Management	Let Only	Tenant Check	Tenancy Agreement & Deposit
Market valuation and rental price agreed	✓	✓		
Property write up and photography	✓	✓		
Internet & brochure advertising	✓	✓		
Displaying & removal of a 'To Let' board	✓	✓		
Telephone vetting prospective tenant(s)	✓	✓		
Accompanied viewings (evening & weekend)	✓	✓		
Online performance review	✓	✓		
Credit search	✓	✓	✓	
Reference searches	✓	✓	✓	
Identification Checks	✓	✓	✓	
Negotiation of lease details with tenants & landlord(s)	✓	✓	✓	✓
Preparation and signing of a tenancy agreement	✓	✓	✓	✓
Serving of notice	✓	✓	✓	✓
Insuring the deposit	✓	✓	✓	✓
Setting up of a standing order	✓	✓	✓	✓
Informing service providers & the Council	✓	✓	✓	
Rent collection & monthly statements	✓	1 <sup>st</sup> Month Only	1 <sup>st</sup> Month Only	1 <sup>st</sup> Month Only
Preparation of an inventory	✓			
End of tenancy check out	✓			
Maintenance organisation and management	✓			
24 hour 'On Call' Service	✓			
Periodic property check	✓			
Arranging gas safety checks	✓*			
Arranging an EPC	✓*			
<b>TOTAL</b>	<b>£210 + VAT Plus 10% gross rent achieved</b>	<b>£410 + VAT</b>	<b>£250 + VAT</b>	<b>£100 + VAT</b>

\* cost not included

Minimum monthly management fee for properties under £450 pcm is £45 + VAT

# FAQs

## What type of tenancy agreement is used and how long is the duration?

We use an Assured Shorthold tenancy agreement (AST) with the minimum period of six months. During this six month period the Tenant has protection of Tenancy and possession cannot be obtained unless through default, i.e. non payment of rent. At the end of the Tenancy you can either negotiate a further agreement or proceed on a period term and then seek possession at any time on giving two months notice.

## Will I be liable for Council Tax when the property is empty?

Yes, you are liable for council tax after the property has been vacant for one month.

## What happens if my property has a mortgage on it?

If your property is mortgaged to a building society, bank or other lender you may be required to obtain written consent from the lender to rent your property.

## What happens if my property is leasehold?

If your property is leasehold, you may require the consent of the freeholder for your proposed letting.

## What about restrictions affecting the property?

Whether your property 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 Tenancy Agreement.

## What about 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. Additionally during our inspections for managed properties we will not visit these areas.

## What insurance should I undertake?

We always advise Landlords to make sure that the property and its contents are adequately insured (unfurnished properties may still have contents such as curtains, white goods etc). It is extremely important that you advise your insurance company that you are proposing to let your property. We are able to introduce you to companies that specialise in insurance for the rental market.

## What references and checks are taken?

All references are taken by our in house team and are not outsourced. We obtain a detailed credit check and approach employers, previous landlords and accountants to give us the information we require on a potential tenant(s). 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.

## When will I receive my rent

We aim to pay the rent to our landlords as soon as it is received. Occasionally this can be later during periods such as bank holidays and weekends. We will always use our best endeavours to collect the rent on time. Should a tenant 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. However, we are able to provide information on full rent guarantee schemes to landlords and are able to discuss this with you if requested.



# FAQs

## What about Bills and Services?

It is usual for the tenant to pay charges for Council Tax, electricity, water and gas. We will notify the authorities and service suppliers and, if necessary, take meter readings. (Tenants are, of course, entitled to change suppliers for gas and electric although we always encourage them to remain with the existing suppliers.) Water rates will normally be put into the tenant's name if there is a water meter.

## What other obligations does a Landlord have?

It is always the Landlord's liability to keep the property and the services such as central heating in repair. Under our full management service we will agree with you a nominal fee for repair on the property of up to and including £100 for emergency repairs such as a burst pipe. When major expenditure is required in a non emergency situation we will always obtain quotations for you before proceeding.

## What about Cleaning?

Whether the property is furnished or unfurnished, it is important that the property is clean throughout before the tenants move in. We strongly recommend that the property, including carpets, is professionally cleaned and, if necessary, the garden made tidy.

## What about the Inventory?

On a managed property we will take and produce a detailed inventory for both unfurnished and furnished properties.

We will update this during the period we are letting the property as each tenant moves out. When a tenant is checked into the property we give the tenant a fair opportunity to check the inventory and we will deal with any discrepancies. We also do a detailed check out when the tenant vacates and we will report our findings to you.

For our Let Only service we strongly advise our landlords to undertake their own detailed inventory.

## What other information would a tenant require?

Prior to taking possession we will provide the tenant with a Move In Pack setting out necessary details for residing in the property, breaking down their obligations and explaining our procedures and expectations. We would also require you to provide any appliance manuals for the property.

## What about Pets

Our standard agreement provides that a tenant may not allow pets in the property. However, a tenant 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 insist tenants sign a Pet Undertaking agreeing to pay for any damage the pet may cause and to have a full carpet clean and the end of the tenancy.

# FAQs

## What about Income Tax?

Income received from letting your property 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 agent, 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 and these monies will be held to your credit in a specially nominated account. You may be entitled to receive rent without deductions of tax and we strongly recommend you consider this. If you live abroad we will be happy to advise you about this and supply the necessary application form.

If you are to take up a temporary or permanent residency outside the UK, you should appoint an accountant to advise you on your tax affairs and with whom we may liaise. If you do not intend to use the services of an accountant, please supply us with a copy of your Non-Resident Landlord certificate, which can be applied for online.

## What about the Deposit?

Under laws brought in 2007, any monetary deposit we take from a tenant in relation to any Assured Shorthold tenancy must be protected with one of the three approved Government schemes within a specified time period.

In addition the required prescribed information must be given to the tenant and any person who funded the deposit, again within the specified time period. In the event of non-compliance with the above, the penalty can be seen as twofold; being (a) a penalty of up to three times the deposit value due to the tenant/person funding the deposit and/or (b) the inability to serve a valid Section 21 notice unless the deposit is returned in full or less agreed deductions (or you have already been sued for the financial penalty).

We always collect a security deposit from the tenant. This is held with the Government scheme known as The DPS and is forwarded to protect, we do not hold the deposit.

At the end of the letting this is returned to the tenant, less any deductions made to cover breaches of the Agreement. We would be unable to refund all or part of the deposit to the tenant without your consent. Similarly we are unable to deduct monies from the deposit without the tenant's consent. We have a procedure for dealing with disputes about the deposit and we will always use every endeavour to settle matters quickly and satisfactorily.

# What are the Legal Regulations for letting a property?

## Fire

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 including soft furnishings we will advise you on the appropriate regulations. The regulations make it clear that there must be no non-compliant furniture on any part of the property including garage and attic.

## Gas Safety Certificates

Under current safety regulations it is the Landlord's responsibility to ensure that the gas and electrical systems and appliances at the property are maintained in a safe condition and serviced by a qualified contractor. A gas safety check must be carried out and a Gas Safe Certificate issued and made available to tenants. This is an annual requirement. This includes bottled LPG cabinet heaters.

## Smoke Detectors and CO Alarms

All properties must have smoke detectors at the rate of at least one per floor, unless the property has a full fire alarm system. These must be checked and working when a tenant takes possession. Our Tenancy Agreement places the liability for on-going testing on the tenant.

If the property has a working open and/or solid fuel burning fireplaces Carbon Monoxide (CO) must be fitted in the room. The chimney must be swept on an annual basis.

## Electrical Installation Condition Report (EICR) and PAT Testing

From 1st July 2020, all rental properties must have an EICR carried out every 5 years by a NICEIC registered electrician. The inspection must be prior to the tenancy start date and all tenants must be provided with a copy of the EICR certification before they occupy the property. Please note, should any C1/C2 recommendations be made, these have to be completed within 28 days in order to comply with the regulations. For all existing tenancies that pre-date 1st July 2020, landlords have until April 2021 to have a current valid certificate in place.

Portable Appliance Testing (PAT), where a landlord provides an electrical appliance as part of a tenancy, the law expects the appliance will be maintained in a safe condition that will not cause harm to the tenant. Landlords do not need to have a qualified electrician test each appliance as a visual inspection by a landlord for any signs of danger is sufficient.

## Legionella

Under newly revised guidance from the Health and Safety Executive, it is strongly advised to carry out a risk assessment for Legionella. We can advise on simple control measures to help control the risk of exposure.

## Appliances

If any appliances are included in the letting it will be the Landlord's responsibility to ensure they are safe when the property is let. Unless stated at the beginning of the tenancy the landlord will be responsible for the repair or replacement should they become defective.

We advise removing very old or defective appliances from a property.

## Energy Performance Certificates (EPCs)

Energy Performance Certificates must be valid for ten years and made available to Tenants.

## What about routine visits?

With our management service we will visit the property 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 tenant is abiding by the agreement and not damaging the property. We also give the tenant advice, if necessary, on any defects we may find. However, tenants do have a right of privacy and we, and you as landlord, can only enter the property with their consent. Similarly we are not able to comment on the tenant's life style or cleaning ability unless the property is being adversely affected.

# What are the Legal Regulations for letting a property?

## What about Landlord Protection Insurance and rent guarantee?

No matter how well prospective tenants are vetted, there is always the risk that a tenant 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 tenancy agreement this is often expensive and it is unlikely that you will be able to recover the full costs involved from the tenant. 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 tenant stops paying. We can supply information on this.

## What about problems with tenants?

We would stress that the vast majority of lettings we manage are uneventful and trouble free. However in the event of difficulty, whether because the tenant is failing to pay rent or has broken other terms of the Tenancy Agreement, we will discuss with you the relevant steps to enforce the terms of the Tenancy Agreement.

Under our Full management service we will serve the relevant notice(s) and will do our best by liaising with the tenant to ensure the eviction proceedings are adhered to. However, in the unlikely event the tenant does not adhere to the notice(s) and the situation escalates, from experience, we would advise and recommend involving the services of a specialist property litigation solicitor.

## What about garden and outside areas?

Tenants are required to keep lawns and borders neat and tidy. However for large gardens with established trees, hedges and shrubs we suggest that the landlord provides a gardener, the cost being included in the rent. The extent of this can be negotiable and we will make the necessary arrangements and monitor the work as part of our management service.

## What additional costs could there be?

- Preparation of an Inventory/Schedule of Condition (on Let Only)
- Any expenditure incurred due to additional advertising of the property.
- Any costs charged by your Building Society and Bank
- Any costs charged by your Accountant
- Out of Preparation of additional monthly and/or annual statements



# What are the Legal Regulations for letting a property?

## What happens at the end of a tenant's tenancy?

On a managed property at the termination of the Tenancy, the property will be inspected in accordance with the inventory. Any damage which may have occurred during the Tenancy is recorded, copies of which are sent to both the Landlord and the Tenant who mutually agree what amount is to be repayable by the Tenant/Guarantor. Fair wear and tear excluded.

## Termination of the agreement

Either party may withdraw from this Agreement by giving one week's notice, if withdrawal is made before a tenant is found, an administration fee of £50 + VAT will be charged, plus £25 + VAT to cover internet property search engine costs. (Managed and Let only services)

In the event of this Agreement being terminated whilst the tenancy continues in its fixed term, one month's notice would be required and a fee equivalent to 50% of one month's rent + VAT shall become payable to the agent. (Managed only service)

In the event the Landlord wishes to take over the Management of the property after the fixed term tenancy has concluded the Agent will require one full month's notice in writing from the current rent due date. (Managed only service)

## What happens if I want to sell the property during the tenancy?

In the event that you sell a property which we have let for you, and the Tenancy is to continue, then in your own interest you must ensure that the purchaser agrees to pay the commission due to CJ Property in respect of the remainder of the Tenancy (and any extension) after completion of the sale. If this is not done, you will be liable to pay it yourself even though you no longer receive the rent.

## What happens if I want to sell the property to the tenant?

In the event that a sale of the property should be agreed with the Tenant or any other associated party after the commencement of the Tenancy leading to an exchange of contract, CJ Property's fee will be 50% of one year's rent received fees + VAT. This commission will become payable once the sale is completed, or one month after the exchange of contracts, whichever date is sooner.

# Testimonials

**"I appointed CJ Property in 2004, having been recommended by my father who already used them to manage his properties, to rent out a few properties I had bought as an investment. Right from the start they were incredibly efficient, Judi being the driving force!"**

*I know if a tenant of mine has any problems they deal with it immediately, always keeping me in the loop and offering honest advice. They seek all the necessary quotes from their efficient maintenance team, leaving me with peace of mind and the freedom to concentrate on other business matters. Over the years I have expanded my portfolio, all of which CJs look after, and am delighted to say Judi's sons have since joined her in this caring and efficient family run business. Along with the rest of the team, CJ Property really do have the best service in the area! I couldn't recommend them highly enough and I wouldn't go anywhere else!"*

- Mrs Eltherington

**"I was referred to CJ Property by a landlord who had used them for several years. I have been using them since 2012 and the service has exceeded my expectations especially when Edward secured a tenant in my most recent property within 5 hours of viewing it!"**

*Even for him this was exceptional as usually he takes 2- 3 days. The office staff are extremely efficient and manage the whole process from viewing to the tenant moving in. I have recommended several landlords both large and small to CJs and would definitely recommend more to them. 5\* service every time."*

- Mrs Grimwood

**"I have used CJ Property since 2008 to manage my portfolio of nine investment properties. I have been impressed with their efficient and reliable service and have never hesitated to recommend them to other landlords looking for reputable letting agents."**

- Mr Blank

**"I can say without hesitation CJ Property, is a company of high integrity, they have looked after our properties for more than 20 years which should speak for itself!"**

*Their staff are always polite and efficient, responding quickly to any problems that any of our tenants may have. They carry out 6 monthly checks, prepare reports and recommendations. Additionally they have contacts with various tradesmen, so that emergencies can be attended to within a very short time frame. We have always been very satisfied with their service."*

- Mrs Kendall

**"The service this company provides is superb. We have a small portfolio of rental flats in the city, which CJ Property have managed for over 7 years."**

*As a company they unfailingly go the extra mile, providing an extremely professional, efficient, personal service, and make being a landlady very easy! I cannot recommend them highly enough, and feel very fortunate that someone recommended them to me."*

- Mrs Whitaker