



# City Life Lettings

Local Lettings Agency



**Worcester**  
CITY COUNCIL

## Our Vision

City Life Lettings is a local letting agency formed by Worcester City Council. Since 2010 we have worked with local landlords to help create sustainable tenancies for families in housing need.

We recognise that many families want to benefit from the choice, speed and flexibility that the private rented sector offers, but for various reasons (such as initial costs) they are unable to access this.



## Why Choose City Life Lettings?

- ✓ We offer an assisted letting service at a competitive price.
- ✓ We will provide a written bond equal to five weeks rent.
- ✓ We work closely with the tenant to help them sustain their tenancy long-term.
- ✓ Minimal risk of void periods due to the high demand for housing.
- ✓ You will be invited to the Worcester City Councils Landlords Forum so you can learn and share your experiences with other professionals

## What We Offer

- A Housing Health and Safety Rating (HHSRS) Assessment of your property to ensure it meets legal standards.
- Marketing of the property within our Housing Department and on the Home Choice Plus Website.
- Tenant affordability/ suitability assessment.
- Accompanied viewings.
- Access to high level advice from a dedicated City Life Lettings Officers.
- A deposit bond equal to five weeks rent.
- Fully comprehensive inventory with photographs.
- Completion of the tenancy agreement and any subsequent tenancy renewals.
- Quarterly tenancy inspections.
- Support to tenant to ensure sustainability of tenancy.
- Provision of Section 21 and Section 8 notice should the landlord wish to take back possession of their property for any reason.
- Exit inspection when the tenancy ends.

## Fees

We are delighted to be able to offer a sliding scale discount to City Life Lettings members. Please refer to the fee schedule overleaf. Fees are charged on an annual basis. Please note that fees are subject to annual change in accordance with the fees and charges set by Worcester City Council.

## Annual fees and charges 2019/20

<b>First property</b>	<b>£220</b>
<b>Second Property</b>	<b>£160</b>
<b>Third (or subsequent) property</b>	<b>£110</b>

## Before the Tenancy Begins

Before we are able to let your property you are required to provide proof of ownership (should you not be able to access the appropriate documents we can check Land Registry). You will also need permission from any interested parties (e.g. Mortgage Provider, Co-owners). You will need to inform your insurance provider that you are letting the property and ensure that the appropriate building insurance is in place.

## Property Standards

A member of the Private Sector Housing Team will inspect your property using the Housing Health and Safety Rating System (HHSRS). The property is expected to be in good repair and of a decent standard at the start of the tenancy. Any recommendations made at this stage will have to be completed before your property can be let out.

You will need to provide:

- Proof of ownership and consent to let by any interested parties (e.g. mortgage company).
- Gas Safety Certificate (dated within 12 months).
- Electrical Inspection Condition Report EICR (dated within 5 years)
- Energy Performance Certificate 'EPC' (Rated A–E)
- Working smoke alarms on all habitable levels of the property.
- Working Carbon Monoxide Detector (if gas is supplied, and in any room where there is a solid fuel burning appliance).
- Completed legionella assessment.
- Soft furnishings must comply with fire regulations and show the correct labels.

If for any reason your property is not accepted for letting, City Life Lettings will inform you as soon as possible the reasons for the refusal and advise you on possible solutions to assist you with ensuring your property meets the required standards for letting.

The fitness for human habitation rules under the Housing Act 1985 have been replaced by more extensive and complicated provisions of Part 1 Housing Act 2004. These provide a system for assessing housing conditions and enforcing housing standards called the Housing Health and Safety Rating System (HHSRS). The assessment looks at the likelihood of an incident arising from the condition of the property and the likely outcome. It groups hazards into Category 1 (serious) or Category 2 (other). If a property is found to contain a Category 1 hazard the Local Authority has a duty to take the most appropriate action, including to serve notice on the landlord to ensure they carry out improvements to the property.

## Finding a Tenant

In order to quickly match a tenant with your property we will advertise your property to potential tenants who have approached the council's Housing Team due to a housing need.

City Life Lettings will refer suitable tenants to you and arrange viewings that are mutually convenient for you and the tenant. You are under no obligation to let the property to clients referred to you by Worcester City Council and you will be able to select your chosen tenant. City Life Lettings is unable to select the tenant on your behalf.

Should a tenant not be found within two weeks of registering with the agency, Worcester City Council will advertise your property on Home Choice Plus, a county-wide online choice based lettings system, at no extra cost.



## Rents Charged

As the landlord you have the ultimate decision on setting the rent, however, we would encourage rents to be affordable, and would advise landlords to refer to the local housing allowance rates as a guide. These can be found at:

<https://www.worcester.gov.uk/local-housing-allowance>

The tenant may be required to pay some of the rent themselves. In this case the tenant will be provided with the landlord's bank details. It is important that you inform us at the earliest opportunity if the rent is not received on time.

## Starting the Tenancy

City Life Lettings will conduct the sign-up procedure, including:

- Providing all the relevant paperwork (Deposit Bond equal to five weeks rent; comprehensive inventory with photographs; tenancy agreement).
- Ensuring that the tenant is aware of their rights and responsibilities.
- Providing the tenant with the landlord's bank details, and, if the tenant is in receipt of Housing Benefit or Universal Credit, supporting them with this claim.

## During the Tenancy

City Life Lettings will conduct quarterly tenancy inspections throughout the tenancy. Dedicated City Life Lettings officers will be available during the tenancy to provide advice and assistance to both the landlord and tenant. We request that the landlord informs us on any issues (e.g. unpaid rent, concerns about the condition of the property) as soon as possible to enable us to respond promptly.

## Ending the Tenancy

As the landlord of the property you will always have the final say as to whether you wish to end the tenancy for any reason and regain possession of your property, however please call us if you are thinking of serving notice to your tenant so that we may advise you.

City Life Lettings will provide you with the necessary documentation in the form of a Section 21 or Section 8 Notice, and support you to ensure you fulfil your legal obligations.

Should your tenant provide you with notice that they wish to leave please inform us as soon as possible.

## The Deposit Bond

### Terms and Conditions

The deposit bond covers uninsured loss and damages caused by the tenant and any rent arrears accrued during the tenancy.

The deposit bond does not cover wear and tear, damage or deterioration caused by ordinary use of the property.

The deposit bond does not cover unpaid utility bills or council tax.

Damages caused to communal areas will not be considered unless conclusive proof is provided that the damage was caused solely by the tenant.

Damaged items that do not appear on the inventory are not covered by the scheme.

The deposit bond does not cover deliberate damage or theft caused by the tenant if not reported to the police.

You can only claim up to the amount specified on the deposit agreement.

### The Claim Process

You are required to submit the claim form along with the appropriate evidence (invoices/receipts etc.) within 14 days of the tenancy end.

City Life Lettings will inform the ex-tenant of the claim and give them 7 calendar days to submit any evidence if they dispute the claim.

Once a claim has been approved by the decision-maker City Life Lettings will release the funds to you within 10 working days.

### Evidence

If your claim is for damage/ loss that requires repair or replacement you must provide a quotation, invoice or receipt for the work. If a number of items are being claimed for the quote/ quotes should show a breakdown of cost for each item. Quotes must be provided by a VAT registered contractor. If the quotation provided is considered excessive Worcester City Council reserves the right to request two further quotations.

### Betterment/ Apportionment

The landlord should not end up, either financially or materially, in a better position than she/he was at commencement of the tenancy, or than he would have been at the end of the tenancy having allowed for fair wear and tear.

## Gas

The landlord is required by law to ensure that any gas supply from the meter and all gas appliances supplied as part of the agreement, are maintained in good order.

An annual safety check must be carried out by a registered Gas Safe register gas engineer.

Landlords must keep a record of the gas safety checks for two years; and issue a copy to the existing tenant within 28 days of receiving the safety check certificate. New tenants should be given a copy at the beginning of the tenancy.

Failure to comply with these regulations could result in a landlord's prosecution by the Health and Safety Executive (maximum fine is currently £20,000) and serious risk to the health of your tenant.

These regulations cover all types of gas appliances including calor and propane gas.

### **IMPORTANT**



**All operatives who work with gas must be registered with the Gas Safe Register. You can check direct with the Gas Safe register to confirm if they are registered at [www.gassaferegister.co.uk](http://www.gassaferegister.co.uk)**

## Electricity

Landlords are compelled to ensure that ALL electrical supply and appliances are safe and will not cause a danger. Regular inspections should be made and records of these inspections must be kept.

We request that the electrical installation is checked periodically by a suitable qualified person i.e. NICEIC or ECA, to ensure that it complies with the 18<sup>th</sup> edition of the IEE Wiring Regulations: BS7671.

Compliance with the above regulations and regular monitoring the installing will ensure that the landlord can show that s/he has taken reasonable precautions and exercised all due diligence.

## Fire

From the 1st October 2015 Landlords must provide working smoke alarms on each level of their property. Ideally these would be mains operated, but 10 year sealed unit smoke alarms are acceptable. We would not recommend standard battery operated units.

## Carbon Monoxide

From 1st October 2015 Landlords must provide a working carbon monoxide detector if their property contains a solid fuel burning appliance. However, it is a condition of the City Life Letting Scheme to have a carbon monoxide detector if there is a gas appliance in the property.

## EPC

It is a legal requirement to provide your tenant with an Energy Performance Certificate (valid for 10 years). There are fines for non-compliance.

## Legionella

Legionnaires' disease is a harmful and potentially fatal form of pneumonia caused by inhaling droplets of contaminated water. All water systems can provide an environment where Legionella can grow, especially when the temperature is favourable, water is stored or recirculated, and there is a food source for the organism to grow e.g. sludge.

Landlords have a legal responsibility to ensure your property is kept free from health hazards, including the risks from Legionella.

Whilst there is a duty for landlords to assess the risk from exposure to Legionella this does not need to be cumbersome. Risks from hot and cold water systems in residential properties are generally considered to be low due to regular water usage. A simple risk assessment will usually show that risks are being managed by the regular use of the water system and therefore no further action is needed. A review should be carried out if there are any changes to the water system during the tenancy.

Landlords can conduct a risk assessment themselves provided they feel competent to do so. You are not required to keep a record of the risk assessment, however it is prudent to do so. City Life Lettings can provide a legionella assessment template upon request.

### Simple Control Measures

- Flushing out the system prior to letting the property
- Ensuring water tanks have a tight fitting lid to avoid debris getting into the system
- Ensure water cylinders are set at 60 degrees Celsius
- Ensure any redundant pipework ('dead legs') is removed

### More Information

Health and Safety Executive website

<http://www.hse.gov.uk/legionnaires/legionella-landlords-responsibilities.htm>

## Furniture

Upholstered furniture included in lettings must comply with the Furniture and Furnishings (Fire) (Safety) Regulations 1988. These impose the same stringent standards to both new and second-hand furniture in the shops.

### How to tell whether furniture complies - labelling

- You should check to see that a permanent label is present as this is the best way to show compliance. Most furniture should have a label headed 'CARELESSNESS CAUSES FIRE'. Permanent labels are usually sewn, stapled or glued to the furniture and they can usually be found either under the main seat cushion or on the base of the furniture.
- Mattresses and bed bases are not required to bear this type of label. However, compliance with the ignitability tests may be shown by a label stating compliance with BS 7177. This label has a blue border with white lettering and black cigarette and flame symbols.



## The Tenant's Rights and Responsibilities

- To understand and adhere to the conditions of the tenancy.
- To pay rent promptly and regularly.
- To take reasonable care of the property.
- To be given the name and address of the landlord/ managing agent.
- To have receipts of rent payments (or a rent book if charged weekly).
- To have a decent standard of safety and repair in the property.
- To be given notice in writing if the landlord wishes to inspect the property.
- To have 'quiet enjoyment' whilst living in the property.
- To be served with a court order if he or she does not leave during the notice period given by the landlord.

## The Landlord's Rights and Responsibilities

- To charge a 'market rent' on all new lettings (made since 1 January 1989).
- To receive rent when it falls due from the tenant.
- To be informed of all disrepair items requiring attention as soon as possible.
- To be given proper notice that the tenant wishes to leave.
- To inspect the property for disrepair after giving appropriate notice in writing to the tenant.

## The Landlord's Obligations to the Tenant

- Provide contact details for yourself and who to contact in an emergency if it is difficult to contact you.
- Make clear arrangements for the collection and payment of rent.
- Make arrangements for the reporting and carrying out of repairs.
- Pay any cash deposit received into a recognised Government scheme, see: [www.depositprotection.com](http://www.depositprotection.com) or [www.mydeposits.co.uk](http://www.mydeposits.co.uk).
- You must not harass your tenant (examples of harassment include Cutting off the gas/ electricity supply; threats and physical harassment; calling at the property without notice; failure to carry out repairs; refusing to supply keys; forcibly evicting a tenant without a Court Order).

# Repairs

In accordance with the Landlord and Tenant Act 1985 (Section 11) a landlord is legally responsible for certain basic repairs if the premises are let to the tenant for a period of seven years or less.

The basic repairs for which you are responsible as a landlord, are as follows:-

- The structure and exterior of the dwelling
- Basins, sinks, baths and other sanitary installations of the dwelling
- Radiators and fires
- Water heaters
- Water, gas, electricity supply and meters
- Cold water tank and boilers

In the case of a flat, the repairing responsibility can include the building containing the flat, communal areas, steps, stairs, lifts and any other facilities (for example, heating) which serve the flat.

The landlord must observe any additional repairing obligations she or he has accepted in the tenancy agreement.

The landlord is generally not liable for the cost of repairs arising from damage caused by the tenant. The landlord is also not responsible for the rebuilding the property in the case of damage by fire, flood or other inevitable accident as this will be covered by buildings insurance. The landlord is also not responsible for repairing anything, which the tenant has the right to take away (for example; their own furniture, tenant's own gas fire, etc) unless the damage was caused by the landlord's failure to carry out other repairs for which she or he was responsible.

The landlord cannot make his tenant responsible for carrying out these repairs unless the Court agrees that she or her can, nor can she or he pass on the cost to the tenant in the form of a service charge. When you set the rent you should take into account costs you may incur in the management and maintenance of the dwelling.

## Failure to carry out repairs

If you do not meet your obligations to carry out repairs:

- the tenant can take you to Court, get an order for repairs to be carried out, and claim compensation.
- the tenant, other occupiers and visitors, may be able to claim compensation from you if they suffer any personal injury or damage to their property as a result of your failure to repair (Section 4 Defective Premises Act 1972).
- the Local Authority has the power to require you to carry out repairs and to prosecute for non-compliance. If necessary, the Local Authority may also carry them out itself and charge you. Council powers apply to significant repairs, which affect the personal comfort of the tenant.

## Contact Us



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