bellwood

WELCOME TO BELLWOOD

lettings with a personal touch

About Us

* We are local, independent family run business offering a friendly and professional service with local in depth knowledge and over fifteen years experience in the lettings industry.

* Unlike estate agents; our loyalties are not divided with dealing with property sales and mortgages.
* We understand that letting your property, especially for the first time can be a worrying experience and with this in mind our most important consideration is providing you with the best possible service and tenant for your property.

* Offer appointments at both evenings and weekends.

* No let / No fee. If we do not find a suitable tenant, you will be free to withdraw your property at no cost.

* Your own dedicated property manager who will be available from 9.00am to 6.00pm Monday to Friday. 10.00am to 1.00pm Saturday. Sunday by appointment.

Thank you for requesting information about our company and the services that we offer.

We are a local, independent, family run business specialising in Residential Lettings and Property Management covering Newcastle under Lyme, Stoke on Trent and surrounding areas. We are fully focused on the needs and priorities of the landlord and unlike estate agents our loyalties are not divided in dealing with sales and mortgages.

With day to day hands on management by its owners Darren & Louise Dykes, you may rest assured that your property will be dealt with by someone with a vested interest in the business, providing you with the highest possible standard of customer service.

One of the proprietors will be your principle contact in order to ensure that your enquiries are dealt with in both a swift and efficient manner. With Bellwood, you will not have to explain the same issue to a different person every time that you telephone.

For your peace of mind we are members of the ARLA propertymark and the Property Ombudsman (TPO). The benefits of our membership of these bodies are that we have client money protection, public liability and indemnity insurance and a redress scheme you need to make a complaint. Please find more details later in this brochure. Our longer opening hours provide the maximum opportunity for tenants to view your property and offer accompanied viewings 7 days a week including evenings and weekends. Longer opening hours are essential - over 40% of viewings are carried out after work and at weekends - helping you to let your property quicker.

2 About Us
3 Testimonials
4 Let Only Service
5 Let Only Service-continued
5 Let Only Service-continued
6 Let Only Service-continued
7 Full Management Service
8 Landlord Fees
9 Summary of Our Services
10 Licensed Agents
11 Licensed Agents– continued
12 Licensed Agents– continued
13 Legislation
14 Insurance
15 Preparing The Property

You are welcome to speak to any of our landlords or tenants who have kindly provided us with testimonials with their permission, regarding their personal experience in dealing with Bellwood Lettings.

"A relative recommended Bellwood Lettings to me, as I had been receiving such a horrific service from a local letting agent. Since working with Darren it has been an absolute dream with total peace of mind. As I live in Australia, Darren provides the Full Management Service and I believe it is well worth it. Other agencies over charge and do nothing and I had been doing all the work with my Mum who lives local to the property. Now I trust Darren to take care of my property. I am contacted on a regular basis, all my emails are dealt with effectively. I would recommend Bellwood Letting to everyone as the service is outstanding." Mrs Fox - Perth

"I have been involved with a number of local agents and Bellwood Lettings have proved by far the most professional and trustworthy. Excellent attention to detail and prepared to go the 'added mile' to ensure both the landlord and tenant's needs are properly addressed. All the relevant paperwork is accurate and produced in a timely manner."
Mr Sidoli - Newcastle under Lyme

" We cannot thank Darren and Louise enough for the very fast and friendly service they have given to us. They explained everything step by step and what was happening next, right up until moving into the property. Very approachable and professional people and with a big thank you to them, we and our Children are now in our dream home.". Laura & Wayne - Clayton

I mainly deal with Darren Dykes (the proprietor) and he is a very kind, approachable agent who is extremely helpful and co-operative. He reports back to me with all aspects of the 2 properties his company manages for me which I really appreciate. In the 6 months I have known him I can honestly say I have total confidence in him and his company to manage my properties to a very good standard.
Ms Matharu - London

Let Only Service

Appraisal

One of the business owners will meet with you at your property, at which time you will receive a no obligation assessment of your property. At this stage you will be given clear and unambiguous advice regarding all aspects of letting your property, including its preparation for letting, and all your legal obligations. Elsewhere in this brochure are details of much of what will be discussed.

You will be given advice with regard to an achievable rent and an agreement will be reached with regard to the rent and strategy for marketing. You will also be given clear guidance on all associated costs and all owners of the property will be required to sign a copy of our terms of business. These terms of business will confirm all agreed costs and give us the authority to act on your behalf.

We fully understands that letting your property is often a major step and you will have every opportunity to ask whatever questions you wish in order to ensure that you are entirely satisfied with all the ramifications.

Marketing

Your property will be advertised on major letting websites. Websites included will vary, but we aim to have properties on the portals, as well as the our own website, within a working day. Bellwood Lettings prides itself on the number and quality of photographs used in advertising.

We are in touch with relocation companies and local employers to advise them of properties that are available. An extensive database of prospective tenants is continually monitored to match tenants with suitable properties. A “To Let” board is generally placed at the property unless advised not to.

Tenant Vetting

At all stages of the process, we seek to ensure that only the right quality of prospective tenant, matching your own tenant profile, is introduced. Consequently not all applicants may get to view your property.
You are entitled to impose certain restrictions of your own (no smokers, no pets, etc.) but you are not allowed to impose restrictions of any nature that will cause you or us to break the law.

Viewings

We conduct accompanied viewings. Apart from allowing the applicant to see the property, it is another opportunity for us to vet applicants. You are obviously welcome to attend any such viewings. If you, or other tenants are living at the property, as much notice as possible of such viewings will be given. Arrangements for viewings will always be pre-arranged.

Applications

We ask that all applicants pay a holding deposit fee in order to process their application and once received we will take your property off the market. This fee will form part of the security deposit and represents further commitment on the part of the tenant.

If the tenancy does not go ahead by an agreed date as a result of delays or withdrawal by the tenant, some or all of this may be payable to you as compensation for loss of rent. However, conversely, you may also be responsible for costs incurred by a tenant if you cancel or delay the start of a tenancy, once such a holding fee has been secured.

Referencing

All applicants are referenced by a reputable credit referencing agency. In particular, employer references, credit history and previous landlord reports are sought. We will also obtain proof of identification to authenticate all applicants. Stringent criteria are used in determining the suitability of applicants. In certain circumstances, they will be required to provide guarantors or advance payments. The aim of this procedure is to ensure the tenant can afford his obligations and to make every effort to avoid potentially troublesome tenants.

Let Only Service - continued

Formal Consent

Once positive references have been obtained you will be asked for your formal consent to let to the applicant. The tenants will then be informed and you will be invoiced for our services.

Tenant Monies

The first month's rent and a security deposit will be collected from the tenant and we will ensure that all funds are cleared before permitting the tenancy to commence.

Tenancy Agreement

A comprehensive, fully legally compliant tenancy agreement will be drawn up on your behalf. You will have the opportunity to view this prior to signature and will be able to add or amend clauses, as appropriate, to take into account any specific circumstances particular to your property.

Inventory

We recommend that a professionally prepared inventory be drawn up and can arrange this on your behalf.

Check-In

We recommend that tenants be formally checked in against the inventory. They will be handed keys and user manuals for any appliances left at the property and meter readings will be taken.

Utility Companies and Council Tax

The local council and all utility companies will be informed of the change of tenancy, together with all meter readings. Please note that BT and Sky will not take instructions from an agent. We are also unable to assist in mail redirection or t.v. licensing.

First Month's Rent

The first month's rent will be forwarded to your nominated bank account, after deduction of any agreed fees or expenses. If, having paid for property expenses, there are insufficient funds to settle your account, an invoice will be raised. You will be provided with statements of account and details of all expenditure and costs incurred.

Security Deposit

The security deposit will be lodged in accordance with current legislation. We use The Deposit Protection Service. (The DPS) Further information regarding deposits and The DPS may be found later in this brochure.

Full Management Service

As Let Only service, but in addition, the following will be carried out:

Financial Statements
Regular detailed statements of all income and deductions will be provided.

General Tenancy Issues
All reasonable steps will be taken to enforce the tenancy agreement terms on your behalf.

Rent Review
Rent reviews will be carried out on your behalf when appropriate. This is generally not less than annually.

Rent Collection
The monthly rent will be collected on your behalf and forwarded to you minus our fees.

Financial Statements
Regular detailed statements of all income and deductions will be provided.

Check-Out
We will liaise with the tenant to agree and effect the arrangements for handing back the property, advising you accordingly.

Tenant's Deposit
Following the move-out, a figure will be agreed with the tenant and you for any damage that might have occurred and arrangements will be made to return the remainder of the deposit to the tenant.

Rent Collection
The monthly rent will be collected on your behalf and forwarded to you.

Chasing Late Rent
We will pursue overdue payments. However, we are not responsible for the payment to you of any rents not successfully received from tenants. Therefore, we recommend that you protect yourself with its Residential Property Owners Legal Expenses and Tenant Default Insurance, to avoid loss of rent and what can easily become significant legal costs.

Legal Compliance
We will ensure that you, as landlord, remain compliant with all statutory and contractual obligations throughout the term of the tenancy. Serving and Receiving of Legal Notices. All legal notices associated with the tenancy will be dealt with by us on your behalf.

Maintenance Issues
We will action any repairs and renewals for which you are responsible, acting in accordance with your wishes. We have our own maintenance company with full public liability insurance along with being registered with the Gas Safety Register and NICEIC where gas and electrical works are to be carried out. However if you wish to nominate your own tradesmen please provide details below along with any breakdown service policies that you may have in place for the property i.e. boiler breakdown etc.

Periodic Visits
Periodic visits will be conducted and written reports submitted to you. These will include photographs where it is deemed appropriate. The frequency of such visits will vary, but will generally be after three months of a new tenancy and six months thereafter. These visits are to ascertain that the property is being looked after and that the terms of the tenancy agreement are being adhered to.

Landlord Fees

Tariff of Charges *(VAT Not Applicable On Any Fees)*
Levels of Service:

Fully managed: Tenant Finders/Set up Fee: £360.00. Inclusive of all advertising costs, tenant references & contracts
Management fee: 12% of the agreed monthly rent (Minimum £50.00), (e.g. If the monthly rent was £500.00, you will pay a monthly fee of £60.00.
Tenancy Renewal Fee: £60.00

Tenant find: One month's rent. Inclusive of all advertising costs, tenant references & contracts
Tenancy Renewal Fee: £60.00
Check the tenants into the property, if required: £45.00

Additional Fees & Charges If Required (Irrespective of Level of Service)
To arrange:

Inventory
Unfurnished £105.00 up to 3 beds/£120.00 up to 5 beds.
Furnished £135.00 up to 3 beds/ £160.00 up to 5 beds.

Check Out Report
£70.00

Energy Performance Certificate: £80.00

Gas Safety Certificate: *£90.00.*

Legionella Risk Assessment: *£90.00.*

Gas Safety Certificate & Legionella Risk Assessment: *£110.00. If carried out in one visit.*

Gas Safety Certificate & Boiler Service *£110.00. If carried out in one visit.*

Gas Safety Certificate, Legionella Risk Assessment & Boiler Service: *£140.00. If carried out in one visit*

EICR: Electrical Inspection Condition Report: £180.00

Portable Appliance Test: *(Up to fifteen items)* £80.00

Cutting of keys £15.00 + Cost of invoice.

Provision and Installation of Smoke / C02 Alarm: £45 + Cost of Parts

Service of Legal Notice: £50.00

The Housing Act 2004 made provision for both the protection of tenancy deposits and the resolution of disputes over their return. The legislation came into effect on 6th April 2007. All deposits taken for Assured Shorthold Tenancies after that date must be covered by a tenancy deposit protection scheme. This essentially means that landlords, weather renting privately or through an agent, will have to prove the contents, condition and cleanliness of their property by way of formal, accurate and legally enforceable paperwork, agreed at the check in of a tenant. If they do not have such paperwork then the tenant could be entitled to a swift and full return of their security deposit no matter in what condition they leave the property.

The best way for landlords to protect the condition of their investment is to have an independent company prepare an inventory for the property and contents and have the same firm check tenants in and our against the report. Unfortunately it only takes one set of tenants to damage a property or contents or leave the property with additional cleaning required for a landlord to be out of pocket. It has been shown that when a tenant is required to sign a well prepared inventory, they are far more likely to take greater care during their stay.

	Full Management	Let Only
Visit the property to provide a rental valuation and advice as required.	✓	✓
Advertise the property as necessary, to include a To Let board if requested.	✓	✓
Arrange appointments and carry out viewings.	✓	✓
Obtain references from suitable tenants including credit searches	✓	✓
Draw up a tenancy agreement	✓	✓
Collect the initial rental funds and deposit and arrange the signing of the Tenancy Agreement.	✓	✓
Prepare an inventory and schedule of condition of the contents of the property	* ✓	* ✓
Check the tenants into the property at the start of the tenancy.	✓	✓
Register the security deposit with DPS	✓	✓
Demand rents and remit monies in sterling, according to instructions	✓	
Arranging the renewal of legally required safety certificates	✓	
Advise the utility suppliers of changes to payment liabilities	✓	
Renew the tenancy agreement as authorised by the landlord	* ✓	
Visit the property at regular intervals to check its condition and advise	✓	
At the end of the tenancy, check out the tenant, take meter readings, check the inventory and condition of the property.	✓	
Arrange maintenance works if required	✓	

Please note that service marked * *incur an additional expense, please see our Tariff of Charges*

ARLA propertymark - The Association of Residential Lettings Agents

The Association of Residential Letting Agents is the UK's foremost professional body for letting agents. Every year, unlicensed agents cause Britain's landlords unnecessary stress, hassle and sometimes loss of money by giving incorrect or misleading advice or offering poor standards of customer service. Its members are professionals working at all levels of letting agency, from business owners to office employees

By using a Licensed ARLA propertymark agent you are guaranteed:

- **That the agency is covered by our Client Money Protection (CMP) Scheme.** ARLA have the ability to make discretionary grants if you suffer financial loss due to the bankruptcy or dishonesty of the member or their firm.
- **That the agency has Professional Indemnity Insurance.** This ensures you are financially covered for successful claims relating to members' negligence, bad advice or mishandling of data.
- **To be consulting with a qualified and trained agent who can give you professional up-to-date advice and guidance.** All our members are required to carry out Continuous Professional Development (CPD) each year.
- **That you are dealing with an agent who voluntarily follows the Code of Practice and Rules of Conduct laid down by their professional body.** If an agent does not follow the code, they can be fined or in the worst cases expelled from membership of ARLA.
- **That you have a route to redress should something go wrong.** It is a mandatory requirement that all our members belong to an independent redress scheme. This gives you, the consumer, an added level of protection. The Property Ombudsman Service can award payments of up to £25,000

If you are looking to move home, buy or sell property, choose one of our members today.

What can tenants and landlords expect from a TPO Scheme member agent?

TPO Letting Code of Practice requires agents to meet all their legal obligations when acting as letting agents, but it goes above and beyond that by requiring the agents to adopt and follow 'best practice'. This includes:

Duty of Care

A letting agent must always work in the best interests of the client, that is to say, the person who is paying for the letting agency services (usually the landlord). But the agent must also always treat fairly, and with courtesy, all those involved in the proposed renting or letting. If the agent or one of its staff has any personal or business interest in the property, the landlord/ tenant must be told.

Impartiality

An agent must make sure that no tenants or landlords are disadvantaged because they are unfamiliar with any aspect of the letting process. An agent will offer the appropriate explanations and assistance to all regardless of age, race, religious belief, gender, sexuality, ethnicity or disability.

Access

The agent must keep accurate records of keys held and inform current tenants of any access required, except in cases of genuine emergency.

Recommended Rents

The rental figure given by the agent must represent current market conditions. The agent must be able to support any figure given and wherever possible, it must be based upon comparisons with similar properties in a similar location.

Terms of Business

The agent must give you written terms of business that confirm your requirements and clearly state and explain all fees and charges.

Marketing your Property

The agent must comply with various requirements about how 'To-Let' boards are displayed, how viewings are conducted, and whether marketing should continue after an offer is received.

Viewings

The agent must follow the landlord's instructions on how viewings should be conducted. He will record and pass on to the landlord any feedback from viewings.

References

The agent will take due care in obtaining the references of potential tenants.

Deposit Protection Service

Bellwood Lettings uses this scheme. Any deposit monies which are handled by us are automatically lodged with The DPS. A landlord may elect to have a deposit transferred to his own DPS account. Owing to the complexity and the correspondence necessary to move funds from The DPS to other schemes,
Bellwood Lettings no longer offers this facility. If you use a different scheme, then we will make arrangements for the tenants to pay any security deposit to you direct, so that you may lodge it. This scheme is open to all landlords and letting agents, and is the only scheme that is free to use.

Funds with The DPS are secured with UK approved banks, so for safe, secure and straightforward deposit protection, The DPS is ideal. For further details visit The DPS website. www.depositprotection.com

Gas Safety

If you let a property connected to a mains gas supply, propane or calor gas, you must arrange an annual maintenance check of the pipework, flues and appliances. This should be carried out by an engineer registered with the Gas Safe Register. The records should be kept for a minimum of two years and a copies of the certificates, by law, be given to your tenants before they move into the property and copies to existing tenants within twenty eight days of the inspection.

Failure to comply with the regulations can result in a fine or even imprisonment. Bellwood Lettings will be happy to arrange an inspection of your property by one of our approved Gas Safe Registered engineers. We cannot, by law, allow a tenant to move into a property without a Gas Safety Certificate.

Please visit the following website for more information:
www.hse.gov.uk/gas/landlords.index.htm

Electrical Checks

Landlords have a duty of care to their tenants regarding electrical installations at their properties. This extends to the hard-wiring, as well as any appliances that are left at the property.

From 1st July 2020 Electrical Installation Condition Reports (EICRs) become mandatory in the private rented sector for new and renewed tenancies in England, and for all existing tenancies on 1st April 2021..

Legionella Risk Assessment

The Health and Safety Executive (HSE) has issued guidance stating that it is a legal requirement for Landlords to ensure that the risk of exposure to legionella from water systems in residential properties is controlled.

According to the guidance, it is recommended that regular risk assessments are undertaken and that records be kept for a five year period. Legionella bacteria can multiply in hot or cold water systems and storage tanks, and be spread via showers and taps. The main risks within a residential property would be any air conditioning units, inadequate storage of water in tanks in an old central heating system, hot water not reaching a high enough temperature to kill any bacteria and any taps or shower heads not used for a considerable period. This can be carried out by the landlord, a competent person or we will be happy to arrange this for you.

Energy Performance Certificate (EPC)

An EPC provides an energy rating for a property. This enables a prospective tenant to make comparisons between properties and assess the likely costs associated with renting an assessed property. It also contains recommendations on ways in which to improve a property's energy efficiency. It is a legal requirement to have one in place prior to marketing. Depending upon when you bought your property, you may already have one, since it forms part of the HIPS, which until May 2010 was compiled prior to a property being sold. They are valid for 10 years.

The property will need an **EPC** rating of an E or above.

Furniture and Soft Furnishings

It is a requirement for any property let for the first time since March 1993 to meet current standards and to carry the appropriate, permanently affixed label. The regulations apply to furniture which is in a residential property and includes sofas, settees, seat pads, beds, headboards, pillows, armchairs, scatter cushions, futons, mattresses and bean bags etc. They exclude carpets and curtains. Furniture manufactured prior to 1950 is exempt on the basis that combustible materials were not in use prior to then.

You must make arrangements to remove all such items for which there is no permanently affixed label. You cannot store non-compliant furniture at the property, even if it is in a garage, shed, attic, cellar, locked store etc.

Insurance

It is a legal requirement for you to maintain adequate buildings insurance and your insurers need to be advised of your intent to let. As a landlord, you will need more than standard household insurance to protect your buildingsand contents. You will need both buildings and at least minimal contents insurance.

Even if you are letting 'unfurnished' you may have carpets, curtains, white goods etc. Ensure that your policy also provides liability cover, in these times of litigation, it is imperative that you have adequate cover.

Income Tax

Income derived from rent is subject to tax, although certain expenses are tax-deductible. You should take independent financial advice from an accountant regarding this subject, since it can be complex and rules do change periodically. You would be well advised, if nothing else to maintain accurate records of all expenditure concerning your property. We are able to provide you with details of your income and any expenditure that has been made on your behalf. You may elect to have statements delivered by email or by post. Copies are available at any time should you find that you have mislaid any.

Landlord's Living Overseas

A landlord is considered an overseas landlord for tax purposes if they are out of the country for more than six months as a total in any tax year. Landlords are obligated to pay tax if it is due and must declare their income whether or not they are resident in this country.

You should consider dealing with this earlier rather than later so that their consent may be in place in good time to save you the cash-flow problems associated with us having to deducttax from your rent. We are legally obliged to deduct tax where applicable and will do so in all circumstances.

There are no penalties should you decide against moving having completed this application. If you do apply, you will need a reference for whatever agency you decide to use.

It is worth noting that if we are not collecting your rent, it is the responsibility of the tenant to deduct tax. This is obviously fraught with danger and might easily become a barrier to a tenant taking on a tenancy.

In the event that we are instructed in any capacity other than Full Management you will need to demonstrate to us that you are able to receive rent gross, or we will have no choice other than to inform the tenants.

More details can be found at: www.hmrc.gov.uk/cnr/nr_landlords.htm

We have found that a good relationship with Tenants is the key to a smooth-running tenancy. As Property Managers this relationship is our job, but it is important that the Tenants should feel comfortable in their temporary home, and that they are receiving value for their money. It follows therefore that a well presented and maintained property in a good decorative order will go towards this, whilst also achieving a higher rental figure. Tenants are also more inclined to treat such a property with greater respect.

General Condition

Electrical, gas plumbing, waste, central heating and hot water systems must be safe, sound and in good working order. Repairs and maintenance are at the Landlords expense unless misuse can be established. Interior decorations should be in good condition and preferably plain, light and neutral.

Furnishings

Your property can be let fully furnished, part furnished or unfurnished. Which of these is appropriate will depend on the type of property and local market conditions. We will be pleased to give you advice on whether to furnish or not and to what level. As a minimum you will need to provide decent quality carpets, curtains and light fittings. Remember that there will be wear and tear on the property and any items

Personal items, ornaments etc.

Personal possessions, ornaments, pictures, books etc. should be removed from the premises, especially those of real or sentimental value. Some items may be boxed, sealed and stored in the loft at the owner's risk. All cupboards and shelf space should be left clear for the Tenant's own use.

Cleaning

At the commencement of the tenancy the property must be in a thoroughly clean condition, and at the end of each tenancy it is the Tenants' responsibility to leave the property in a similar condition. Where they fail to do so, cleaning will be arranged at their expense.

Gardens

Gardens should be left neat, tidy and rubbish free, with any lawns cut. Tenants are required to maintain the gardens to a reasonable standard, provided they are left the necessary tools. However, few Tenants are experienced gardeners, and if you value your garden, or if it is particularly large, you may wish us to arrange visits by our regular gardener.

Information for the Tenant

It is helpful if you leave information for the Tenant, e.g. on operating the central heating and hot water system, washing machine and alarm system, and the day refuse is collected etc.

Keys

You should provide one set of keys for each Tenant. Where we will be managing we will arrange to have duplicates cut if required.

Once again thank you for your interest in our company and we hope that the information covered in this guide will be of assistance to you. If there are any aspects of which you are unsure, please ask us. We look forward to being of assistance to you in the Letting, or the Letting and Management of your property.

arla | propertymark

PROTECTED

This is to certify that

Darren Dykes MARLA

is a member of ARLA Propertymark

ARLA Propertymark membership ensures maximum protection for clients; offering
Client Money Protection, Professional Indemnity insurance, membership of an independent redress scheme and being subject to Propertymark Conduct and Membership Rules and Disciplinary Procedures.

Membership No
M0056511

Valid to
30/06/2023

President

Chief Executive

The Property Ombudsman

MEMBERSHIP NUMBER: D7038

MEMBERSHIP CERTIFICATE

This is to certify that

Bellwood Lettings

is a member of The Property Ombudsman Scheme

Member From: May 2012

The Property Ombudsman LETTINGS

W A McClintock
Chairman