

## Legal Compliance

**There are three main areas of legislation that are compulsory when letting out your property.**

### **Gas Safety (Installation and Use) Regulations 1994.**

All gas appliances such as cookers & boilers in rented accommodation must be certified every year by a Gas Safe Registered installer. These regulations are enforced by the Health and Safety Executive. For further information on these regulations please call the free HSE Gas Safety Advice Line on 0800 300363.

### **Furniture and Furnishings (Fire Safety) Regulations 1988.**

All upholstered furniture must comply with the furniture and furnishings regulation 1988. Upholstered or even part upholstered furniture is covered by regulations, including beds, mattresses, pillows and cushions. Bed clothes, carpets and curtains are not included, neither is genuine antique furniture made before 1950. Each piece of furniture or furnishing must comply with these regulations and have a rectangular label permanently attached to it with the heading "CARELESSNESS CAUSES FIRE". This label should indicate that the fillings are cigarette resistant and the covers are cigarette and match resistant.

### **The Electrical Equipment (Safety) Regulations 1994, Mandatory since 1st January 1997**

All appliances that are supplied within a rental property must meet a certain criteria certified by a qualified electrician. This applies to both new and second hand appliances including immersion heaters, toasters, washing machines, cookers and showers.

***Failure to comply with any of these three legislations could constitute a criminal offence under the Consumer Protection Act 1987, which carries a maximum £5000.00 fine or 6 months imprisonment.***

For those customers with full property management, Gas and Electrical certification is scheduled automatically. For other Landlords, whether an existing customer or not, we can arrange your annual Landlord's Gas Certificate or Electrical Testing, you can order these directly through the "Landlords Self Service" menu section on the left of this page.

## Tenancy Deposit Protection

Many tenants in the private sector give their landlords a deposit against possible nonpayment of rent or damage to property. When a tenancy comes to an end, there is usually no disagreement about the return of the deposit. But sometimes there is and this can cause much hardship and inconvenience to both landlord and tenant.

The Housing Act 2004 (Chapter 4, sections 212-5; & Schedule 10) made provision for both the protection of tenancy deposits and the resolution of disputes over their return.

The legislation came into effect on 6 April 2007. After that date all deposits taken for Assured Shorthold Tenancies have to be covered by a tenancy deposit protection scheme.

## Energy Performance Certificates (EPCs).

In addition to the above legal requirements, all residential property advertised for rental after 1st October 2008 must have a current Energy Performance Certificate in place. Certificates remain current for 10 years from the time of issue and are required in the following circumstances:

- All rental property advertised for the 1st time where the tenancy will commence on or after 1st October 2008.
- Existing rental property which is let to new tenants with a tenancy commencement on or after 1st October 2008.

***Please note we cannot market your property without an EPC in place or under order\*\****

\*\*An EPC is not required only in the following circumstances:

- When a tenancy is renewed or extended beyond 1st October 2008 to tenants occupying the same property prior to this date.
- Where a property has previously been offered for sale with the (now abolished) home Information Pack (HIP) containing an EPC which can be made available to new tenants/agent.
- Where an EPC is provided by a developer/house-builder when selling a new build property for the first time.

## Landlords and Tenants Repairing Obligations

### **Landlord's Responsibilities:**

The Landlord's responsibilities are covered by the Landlord and Tenant Act 1985 as amended by the Housing Act 1988 (Section 10 - Fitness for Human Habitation), which imposes certain obligations on Landlords to ensure that a dwelling house (which term includes whole or part of a house/flat) remains fit for human habitation.

The areas where a property may be deemed unfit are where there are defects in the following:

a. State of repair. b. Stability. c. Freedom from damp. d. Internal arrangement. e. Natural lighting. f. Ventilation. g. Water supply. h. Drainage and sanitary conveniences. i. Facilities for the preparation of food and disposal of wastewater.

Section 11 (Repairing obligations in short leases) specifically requires landlords:

1. To keep in repair the structure and exterior of the dwelling house (including drains, gutters and external pipes).
2. To keep in repair and proper working order the installation in the dwelling house for the supply of water, gas and electricity and for sanitation (including basins, sinks, baths and sanitary conveniences, but not other fixtures, fittings and appliances for making use of the supply of water, gas and electricity).
3. To keep in repair and proper working order the installations in the dwelling house for space heating and heating water.

There may be other implied repairing obligations for a landlord during a tenancy, not covered by the above which if not carried out could result in a claim for damages by a tenant. It should be noted that the courts have generally found in favour of the tenant where the tenant is no longer receiving the full benefit offered by the property, as at the commencement of the tenancy.

It is therefore our recommendation that arrangements are made for all repairs of a significant nature to be carried out in a timely manner to maintain the property in good order and retain the commitment of the tenant. Failure to do so may also make it more difficult to attract the best possible tenants in the future.

### **Tenants' Responsibilities:**

The tenant's responsibilities are relatively straightforward in that they are under an obligation to use the premises in a "tenant-like manner", as defined in the tenancy agreement. That is to say, they must look after the property and be responsible for the repair of damage that may be attributable to them or their family or guest's misuse or neglect. Satisfactory communication from tenants about property damage or general maintenance must be carried out. Tenants are not, however, responsible for any damage not caused by them or for reasonable wear and tear, or dilapidation due to the ageing of the fabric or the contents of the property.

**If you are unsure or require any further information on any of these obligations, please contact us for further advice.**