



**lime**<sup>🌿</sup>  
property

# Landlord Information

## Your legal requirements

- Provide Proof of Property Ownership
- Obtain Mortgage Approval
- Obtain Freeholder Approval and Subletting
- Provide an Energy Performance Certificate above Band E
- Obtain Approval from the Non-Resident Landlord Scheme
- Protect the Tenancy Deposit within 30 Days of Receipt
- Provide a Detailed Inventory and Schedule of Condition
- Insure Buildings and Contents
- Adhere to Consumer Protection Legislation
- Do Not Discriminate
- Undertake your Statutory Repair Obligations
- Adhere to Health and Safety Standards (HHSRS)
- HMO Licencing (where applicable)

## Safety Legislation Compliance

- Annual Gas Safety Record
- Electrical Installation Condition Report (every 5 years)
- Portable Appliance Testing
- Furniture and Furnishings (Fire Safety) Regulations
- Legionella Risk Assessment
- Blind Cord Safety Regulations
- Asbestos Risk Assessment

## Property Ownership

Authority to let the property should be obtained from all joint owners, who should be named, in full, on the Tenancy Agreement. We will require Proof of Ownership for the property you intent to rent in the form of:

- Your Land Registry Title Deed
- or an original solicitor's letter confirming your ownership

Where any party comprises more than one person, the obligations and liabilities of that party, under this agreement, shall be joint and several. This means that all joint owners are obligated and liable for the terms of the Tenancy Agreement.

## Mortgage Approval to Let

Where the property to be let is subject to a mortgage, permission is required from the mortgagee to let or to sublet the property. We require you to provide confirmation in writing, that you have obtained your Lender's permission. Please note that applying for permission after a Tenant has been found could prejudice the tenancy.

If there are any additional clauses that the mortgagee requires to be incorporated into the Tenancy Agreement then you agree to inform us of these clauses, prior to the Tenancy Agreements being drawn up, or you may incur an additional administration charge for amendments to be made. In particular make sure that you are allowed to accept Non-Housing Act Tenancies or agreements for longer than 6 months, as some Mortgagees do not allow these.

## Freeholder Approval or Sub-Letting

If you are a Leaseholder rather than a Freeholder (usually flats / maisonettes, where you pay a Ground Rent or Service Charge to a 3rd Party) it is essential that:

- The intended letting is permitted by your lease
- The intended letting is for a period expiring before the expiry of your lease
- Your landlord's written permission is obtained prior to the subletting
- You provide us with the relevant schedule of your lease to ensure that any clauses within your lease are advised to the tenant and included or attached to the tenancy agreement.

## Energy Performance

Under the Energy Performance of Buildings 2007 (amended 2011) all rental properties in England and Wales are required to have an Energy Performance Certificate (EPC) prior to letting. Currently, the minimum energy efficiency standards (MEES) allowed for rented properties are a minimum of an **E rating** on their Energy Performance Certificate (EPC). New EPC regulations will mean that from 2025, your rented property would need to have a certification rating of C or above.

These reports and graphs enable tenants to SEE AT A GLANCE how your property is assessed against other properties, and advises how some simple remedies (such as the use of low energy lighting, loft insulation, cavity wall insulation) can have a huge impact on the environment and also on the tenant's energy bills!

EPCs are valid for 10 years.

## Non-resident Landlord Tax

All owners of property in the UK are required to pay tax on their letting income unless the income after allowable expenses is less than an individual's personal allowances. However, special rules apply to the UK rental income of non-residential landlords (NRL) or landlords who live abroad (for more than a six month period in any rolling 12 months). The NRL scheme operates for rental income paid on or after 6 April 1996 and replaces the old rules under Taxes Management Act 1970.

If you rent your property through an agent they will deduct tax from your rental income (currently at a rate of 20%), unless written notification to the contrary is received from the Inland Revenue in the form of an Approval Certificate.

An approval certificate will allow you to receive all rental income due without deductions to cover tax liabilities and you can apply for this by completing an NRL1 form

You can apply for approval if:

- Your UK tax affairs are up-to-date
- You have never had any UK tax obligation or
- You do not expect to be liable to UK tax

If you do not have Inland Revenue Approval at the outset of the tenancy, your agent or your tenant will be required to withhold and pay the tax due on your behalf. If you are a non-resident Landlord, and this tax deduction will continue if approval has not been received within 30 days of each quarter.

Whilst your eventual liability for tax may be less than the amount forwarded to the Inland Revenue, Lime Property will not be liable for refunds and you will need to liaise with the Inspector of Taxes directly. All tax deducted and held pending quarterly assessment will not earn interest on your behalf.

## Deposit Protection

The Landlord is responsible for ensuring:

That the Tenant's Security Deposit is forwarded to or insured by an approved scheme to be held for the term of the Tenancy

That the Tenant or the person paying the deposit (eg: parent or guarantor) receives the relevant Prescribed Scheme Information. This all must happen within 30 days of receipt of the deposit.

At the present time this legislation does NOT apply to non-Housing Act tenancies, which are:

- Tenancies with an annual pure rent of over £100,000 or less than £1,000
- Tenancies with a resident landlord
- Tenancies where the property is a 2nd home and not the tenants main residence
- Company Tenancies

However, as all client money including security deposits needs to be held in a ring-fenced account, we are more than happy to securely hold the deposit for non-housing Act tenancies in our deposit account.

## Insurance

The property and its contents should be comprehensively insured to include 3rd Party Liability and Occupier risks and Public Liability, as well as cover furnished lettings if applicable. Your tenant should be given a copy of your insurance schedule for buildings and contents, as this will form part of your tenancy agreement.

Failure to inform your Insurance Company that the property is let out could render the policy void.

It is the Tenants responsibility to arrange and insure their own personal belongings.

Just because you let your property unfurnished, it doesn't mean that it's empty; as a Landlord you could be exposed to more risks than you realise. Standard Landlord's Contents Insurance for Unfurnished Properties should cover:

- Your carpets, curtains, blinds, light fittings and your kitchen appliances and goods
- Protection for you and your tenants with property owner's liability so that if your tenant injures themselves in your property and you are found to be negligent, you could save yourself a hefty bill for damages
- Loss of rent or re-letting costs if something really serious happens and your tenant needs to move out
- Replacing locks if the keys have been stolen
- Premiums could be tax deductible!

## Public Liability Insurance

Public liability covers the landlord for claims against them by anyone coming into contact with the property. This may be the tenant, visitors, contractors, officials or even trespassers!

Eg: If a tenant tripped on a loose carpet, fell down the stairs, broke their leg and was unable to work, they could make a claim against the landlord for damages. This could be a substantial sum, but with public liability insurance cover, you will not have to worry.

Please note that it is essential for property owners to advise their insurance company of changes in circumstances, which includes when the property is being rented out.

- Failure to inform will likely mean that the insurance is void.

## Consumer Protection

Under the Consumer Protection Act 2008 the Landlord and the Agent have a legal responsibility to fully notify the 'average consumer' of anything which is likely to cause them to take a 'different transactional decision'.

**Average Consumer:** Applies not only to your tenant but also to prospective tenants including anyone enquiring about your property from an advertisement, website, newspaper, To Let board etc.

**Different Transactional Decision:** Applies not only to your tenant but also to prospective viewers of your property. If a viewer travels some distance and then finds that the property is unsuitable because of something which should have been disclosed at the time of booking the viewing appointment.

## Condition of the Property

If you are a landlord, then not only do you need to keep your property in good condition, but there are a number of legal, safety and maintenance issues that you must adhere to. If you don't fulfil these duties then you will be potentially liable for any accidents which occur to your tenants whilst they are in the property or within the property boundary.

If you fail to comply with your obligations under the Consumer Protection Act 1987, and a Tenant is seriously injured or dies as a result of faulty gas or electric issues, you may be prosecuted for voluntary manslaughter or involuntary manslaughter.

## Statutory Repair Obligations

**Landlord and Tenant Act 1985:** As a Landlord you need to make sure that both the outside and inside of your property are well maintained and kept to a high level of repair. The Landlord needs to comply with the obligations to repair the Premises as set out in sections 11 to 16 of the Landlord and Tenant Act 1985 (as amended by the Housing Act 1988).

These sections impose on the Landlord obligations to repair the structure of the premises and exterior (including drains, gutters and pipes);

- Certain installations for the supply of water
- Electricity and gas
- Sanitary appliances including basins, sinks, baths and sanitary conveniences
- Space heating
- Water heating; but not other fixtures, fittings, and appliances for making use of the supply of water and electricity

**Please Note:** This obligation for repairs arises only after notice has been given to the Landlord by the Tenant.

## HHSRS

The housing health and safety rating system (HHSRS) is a risk-based evaluation tool to help local authorities identify and protect against potential risks and hazards to health and safety from any deficiencies identified in dwellings. It was introduced under the Housing Act 2004 and applies to residential properties in England and Wales.

This assessment method focuses on the hazards that are present in housing. Tackling these hazards will make housing healthier and safer to live in. [CLICK HERE](#)

## Legionella Risk Assessment

Legionnaires' disease is a form of pneumonia caused by the legionella bacteria and it is caused by the inhalation of airborne droplets. The symptoms are initially similar to those of flu but in severe cases can develop into pneumonia and there is a fatality rate of approximately 12%. The bacteria are widespread and outbreaks of the illness occur where water, in pipes, tanks, cooling towers, showers, spa pools, pools and hot water systems in all sorts of domestic premises are maintained at a temperature high enough to encourage growth.

Legionella can survive in low temperatures, but thrive at temperatures between 20°C and 45°C, however, high temperatures of 60°C and over will kill them. Legionnaires' disease can affect anybody, but some people are at higher risk including those over 45, smokers and heavy drinkers, those suffering from chronic respiratory or kidney disease, and people whose immune system is impaired.

## Legionella Risk Assessment cont/d

The legal duty for landlords who provide residential accommodation to consider, assess and control the risks of exposure to Legionella to their tenants is not new.

This requirement stems from the Control of Substances Hazardous to Health Regulations 1989; Section 3(2) of the Health and Safety at Work Act 1974 makes provision for the legislation to apply to landlords of both business and domestic premises. All water systems require an assessment of the risk, which they can carry out themselves if they are competent, or employ somebody who is.

In most residential settings, a simple assessment may show that the risks are low and no further action may be necessary. (An example of a typical lower risk situation may be found in a small building (eg: housing unit) with small domestic-type water systems, where daily water usage is inevitable and sufficient to turn over the entire system; where cold water is directly from a wholesome mains supply (no stored water tanks); where hot water is fed from instantaneous heaters or low volume water heaters (supplying outlets at 50 °C); and where the only outlets are toilets and wash hand basins).

If the assessment shows the risks are low and are being properly managed, no further action is needed but it is important to document your findings and ensure that a copy of your assessment is provided to your tenant or managing agent. You must review the assessment regularly in case anything changes in the system.

## The Gas Safety (Installation and Use) Regulations 1998

Gas safety is exceptionally important and you need to ensure that all gas appliances such as boilers and ovens are fully maintained and annually inspected for their safety and suitability.

By law, a Landlord's Gas Safety Certificate MUST be carried out by a Gas Safe Engineer annually or at a change of tenants.

A copy of this certificate MUST be given to EVERY INDIVIDUAL TENANT and the Landlord must keep proof of receipt of this certificate. Records MUST be kept for a minimum of 6 years.

**Penalties for non-compliance are: 6 months imprisonment and/or £5,000 fine.**

## Electrical Safety Standards in the Private Rented Sector (England) Regulations 2020

These regulations require landlords to have the electrical installations in their properties inspected and tested by a person who is qualified and competent, at an interval of at least every 5 years.

Landlords must provide a copy of the electrical safety report to their tenants, and to their local authority if requested.

**Local authorities may impose a financial penalty of up to £30,000 on landlords who are in breach of their duties.**

# Electrical Safety Standards in the Private Rented Sector (England) Regulations 2020

Landlords of privately rented accommodation must:

- Ensure national standards for electrical safety are met. These are set out in the 18th edition of the 'Wiring Regulations', which are published as British Standard 7671.
- Ensure the electrical installations in their rented properties are inspected and tested by a qualified and competent person at an interval of at least every 5 years.
- Obtain a report from the person conducting the inspection and test which gives the results and sets a date for the next inspection and test.
- Supply a copy of this report to the existing tenant within 28 days of the inspection and test.
- Supply a copy of this report to a new tenant before they occupy the premises.
- Supply a copy of this report to any prospective tenant within 28 days of receiving a request for the report.
- Supply the local authority with a copy of this report within 7 days of receiving a request for a copy.
- Retain a copy of the report to give to the inspector and tester who will undertake the next inspection and test.
- Where the report shows that remedial or further investigative work is necessary, complete this work within 28 days or any shorter period if specified as necessary in the report.
- Supply written confirmation of the completion of the remedial works from the electrician to the tenant and the local authority within 28 days of completion of the works.

# The Smoke and Carbon Monoxide Alarm (England) Regulations 2015

All private rental sector landlords must have:

- At least one smoke alarm installed on every storey of their rental property, which is used as living accommodation, and
- A carbon monoxide alarm in any room used as living accommodation, where solid fuel is in use.

Landlords MUST make sure that the alarms are in working order on the 1st day of each new tenancy. Please arrange for a Carbon Monoxide Detector to be installed at your rented property because CO is a silent killer and it is vital that you take all precautions to prevent your tenant from being seriously injured or worse! The most reliable way of checking CO levels in your house is to install an audible CO alarm. However, you should never rely on them entirely as they are a warning system, and not a replacement for regularly servicing appliances.

## The Furniture and Furnishings (Fire Safety Amendment) Regulations 1993

This is an important legal requirement, and not following it could result in serious injury or even death for tenants. Since the legislation was changed in 1993, you NEED to make sure that all furniture is fire resistant and complies with current regulations.

If it does not, you could be liable for prosecution. Please remember that, even if you store items in a shed, garage or cordoned-off section of the loft, these items MUST still adhere to the legislations and it is NO GOOD 'selling' the items to the tenant, they still HAVE TO COMPLY with this legislation.

Please ensure that the following items comply, and have a safety label STILL ATTACHED (unless stated otherwise).

For those items without a compliance label, receipts showing purchase date for all items manufactured after 1 March 1989:

Furniture intended for private use in dwellings including children's furniture

- Beds, headboards and mattresses (mattresses and bed bases do not require the label to be attached but must still comply)
- Sofa beds and futons
- Nursery furniture
- Garden furniture, if suitable for use in a dwelling
- Scatter cushions and seat pads (do not require the label to be attached but must still comply)
- Pillows (do not require the label to be attached but must still comply)

## Houses in Multiple Occupation (HMOs) "Sharers"

There are 2 types of licenses available:

**Mandatory licensing:** A building, or part of a building, set over 3 floors (which would include any shop below, even if this is not included in the tenancy), in which five or more people (as their only main residence) live, forming two or more 'households', who share one or more basic amenity (eg. kitchen / bathroom facilities) and for which rent is paid by at least one person.

**Discretionary licensing:** A building, or part of a building, in which two or more 'households' live, comprising of three or more people (as their only or main residence) who share one or more basic amenity (eg. kitchen / bathroom facilities) and for which rent is paid by at least one person.

Or a building, or part of a building, which has been converted into, and consists of, self-contained flats but was not converted to the 1991 Building Regulations and still does not comply with them, and, less than 2/3rds of the self contained flats are owner-occupied.

**A Household** = a couple (married / common law / same sex) or a family, extended family (relations) and any staff (au pair / nanny etc).

If you think that your property COULD be subject to HMO regulations you MUST ensure that you have made the relevant enquiries and obtained a licence, if necessary, from the Local Authority. If as your agent, we feel that this has not been organised, enquiries WILL be made on your behalf with the Local Authority and you WILL be responsible for the cost of any necessary license or remedial works required for the property to comply with legislation.

**Local authorities may impose a financial penalty of up to £20,000 for non-compliance.**

## Landlord Checklist

There are a number of important items you should check before renting out your property. PLEASE ask us to explain everything to you, before you proceed with letting out your home:

- PROPERTY OWNERSHIP CONFIRMATION
- MORTGAGE APPROVAL CONFIRMATION
- FREEHOLDER APPROVAL FOR LEASEHOLD PROPERTIES
- HEAD LEASE SCHEDULE FOR LEASEHOLD PROPERTIES
- ENERGY PERFORMANCE CERTIFICATE
- NON-RESIDENT LANDLORD TAX APPROVAL
- TENANCY DEPOSIT PROTECTION CONFIRMATION
- INVENTORY AND SCHEDULE OF CONDITION BOOKED
- INSURANCE DOCUMENTS CONFIRMED
- CONSUMER PROTECTION REGULATIONS 2008 COVERED
- LANDLORD'S STATUTORY REPAIR OBLIGATIONS COVERED
- HOUSING HEALTH AND SAFETY RATING SYSTEM (HHSRS) COVERED
- LEGIONELLA AND LEGIONNAIRES DISEASE RSK ASSESSED
- HOUSES IN MULTIPLE OCCUPATION 2006 APPROVAL IF REQUIRED
- GAS SAFETY RECORD BOOKED
- ELECTRICAL CERTIFICATE BOOKED
- SMOKE DETECTORS PRESENT
- CO2 DETECTORS PRESENT
- FURNITURE AND FURNISHINGS CHECKED
- LANDLORD'S BUILDINGS INSURANCE QUOTED
- LANDLORD'S CONTENTS INSURANCE FOR FURNISHED PROPERTIES QUOTE
- LANDLORD'S CONTENTS INSURANCE FOR UNFURNISHED PROPERTIES QUOTE
- CHECKING WATER SUPPLY FOR LEGIONELLA IF REQUIRED AFTER RISK ASSESSMENT
- CHECKING PUBLIC RECORDS FOR NOTICES AFFECTING PROPERTY
- CHECKING HMO LICENSING REQUIREMENTS
- CHECKING HHSRS HAZARDS

Please contact us if you require further information on any of the items above

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