



WELCOME TO THE UMEGA FAMILY!

Here's how we'll work together.



This document explains how we'll work together relating to your property.

Firstly, please complete the following:

You : Ellen Langdon

Property Address:

28 Merchiston Avenue, Edinburgh EH10 4NZ

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Please tell us who owns the property and what percentage of the property they own:

Ellen Langdon 50 %, Colin Langdon 50%

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Fees

Umega Lettings ('we/us') only has 2 fees. The management fee charged as a percentage of the rent each month and the Marketing Fee charged at the beginning of each new tenancy process.

Our Fees	Our Fees
Management fee (percentage of monthly rent)	10% + VAT
Marketing Fee	£250 plus VAT

Rent

The tenant(s) pays the rent monthly in to our protected client account. We process the rent payment and transfer it to you within one working day of receiving payment in full from the tenant(s). Payments can sometimes take a working-day or two to appear in your account as they are transferred between banks. We will deduct fees and any other expenses from the rent before transferring it to your account and we'll notify you of any deductions well in advance. You will receive a statement (usually by email) with each transfer itemising each payment to your account.

In the unlikely event that the tenant does not pay the rent on time, we can't make payment to you until it comes in. We'll take appropriate steps to pursue late or non-payment of rent but we can't be responsible for delays or non-payment. Whatever happens, we'll keep you updated on the situation and the action being taken. We'll consult with you should we think additional legal action is required as the cost of this is not covered by the management fee.

In some instances, more than one month's rent is paid in advance by the tenant but we would let you know about this during the tenancy negotiation. In these cases we would hold a £500 float to cover any maintenance occurring throughout the advanced period.

The Tenancy Deposit

The tenant will pay a deposit equivalent to one month's rent + £100, unless otherwise agreed with you. We will lodge the deposit with an approved Tenancy Deposit Scheme (TDS) within 30 working days of the tenancy starting. We'll also provide the Tenant with the necessary information under the Tenancy Deposit Schemes (Scotland) Regulations 2011. The deposit will be held against any dilapidations in the property over and above reasonable wear & tear, replacement of items, rent outstanding or other losses which result from breach by the tenant of their obligations under their Tenancy Agreement. We will apply to the TDS for the return of the deposit as soon as reasonably practicable after the end of the tenancy. We cannot be held liable for losses incurred by you where the deposit is not enough to cover damages or where the TDS provider awards deposit money to the tenant, although you can still pursue the tenant for any losses.

The Inventory

We will instruct a professional third party inventory clerk to carry out an inventory of the property just before the beginning of each new tenancy at a cost chargeable to you. This will be used to check the property against come the end of each tenancy and as supporting evidence provided to the TDS provider in the case of any disputes. The inventory is a 'best effort' record of the property and cannot be deemed to be exact. Loft areas and roofs will not be checked and non-matching cutlery & crockery will not be noted. Your personal items should be removed from the property.

The Private Residential Tenancy (PRT)

The tenancy agreement will be a Private Residential Tenancy (PRT) as defined by the Private Housing (Tenancies) (Scotland) Act 2016 (or PRT). Under a PRT there is no fixed end date and instead the tenancy runs until either party serves notice. The tenant must be given at least 28 days' notice if they have lived in the property for six months or less, regardless of what eviction ground the notice is being served under, and at least 84 days' notice if they have lived in the property for more than six months (the notice period may be less depending on which eviction ground notice is being served under). You therefore must give us enough notice in writing if you wish to bring the tenancy to an end. The tenant is required to give a minimum of 28 days' notice if they wish to end the tenancy, and we will advise you as soon as possible if notice is received from your tenants. Occasionally leases other than a PRT may be required (e.g. with a corporate let) and these will be agreed with you in advance of the let if necessary.

We will execute the lease on your behalf. All accounts for Gas, Electricity & Council Tax will be transferred to the Tenant's names for the duration of the let.

Included In Our Service

The management fee will cover the following services, which we will carry out;

- i. Initially inspecting the property, advising you of the appropriate rent level and advising on any other changes we would suggest.
- ii. Preparing property details for circulation to potential tenants and advertising for let on the open market
- iii. Arranging viewings of the property, accompanying and interviewing prospective tenants, managing offers to let and negotiating tenancy terms
- iv. Ensuring satisfactory credit checks and personal, employer or Landlord references are obtained (including a guarantor, if deemed appropriate). We cannot be held responsible for the authenticity of references
- v. Drawing up (and serving) a PRT and accompanying documents in accordance with the relevant legislation, or drawing up another suitable tenancy agreement (such as a Company Let) if required and agreed
- vi. Administration of the tenancy deposit in line with the Tenancy Deposit Schemes(Scotland) Regulations 2011
- vii. Receiving and accounting for rental on a monthly basis, submitting a Statement of Account/Expenditure to you on a monthly basis and crediting net rental receipts into your nominated bank account
- viii. Notifying the relevant authorities of change of tenancies and advising tenants of their liabilities to these authorities, including payment of Council Tax
- ix. Informing you of non-payment of rent in line with our rent collection process and, if appropriate, taking action to pursue rent arrears where necessary. Any costs, including legal fees and outlays, incurred by us in pursuing rent arrears will be passed to you after prior consultation

- x. Carrying out inspections of the property two or more times per year. Inspections will expose obvious defects and we do not accept responsibility for hidden or latent defects. We do not accept responsibility for damage caused by tenants or costs incurred due to the actions of tenants. Property visits are dependant on the tenant allowing access to the property. We will consult with you if we feel that legal action is needed to gain access to the property. All legal costs and outlays involved will be met by you after prior consultation
- xi. Organising where necessary, repairs and routine maintenance work. We will always aim to inform you before instructing any routine maintenance work unless the work is carried out in an emergency
- xii. Where tenant damage occurs, we will attempt to recover the cost of the repair from the tenant at the time of reporting. Where an emergency repair has to be carried out to stop the fabric of the building being damaged, a make-safe will be executed and charged against the tenants. Where the tenants fail to make payment within 14 days of a request to do so by us, the costs will be covered by you and we will continue to pursue payment from the tenant(s)
- xiii. Dealing with any alterations to the tenancy agreement and advising you accordingly
- xiv. Serving notice to end the tenancy where necessary
- xv. Checking the tenants out of the property at the end of the tenancy and assessing any dilapidation, with reference to the original inventory, and applying to the TDS for the return of whole or part of the deposit as soon as reasonably practicable
- xvi.

What We Need From You

We'll need you to do the following;

- i. Provide proof that you own the property, proof of your address and your ID. This is easily done online and we'll send you a link via email to complete this process
- ii. Complete our 'Getting to know you and your property' questionnaire online
- iii. If you have a mortgage make sure your lender knows you'll be renting out the property
- iv. Register as a landlord with the local authority and provide us with your Landlord Registration number
- v. Arrange landlord's property insurance (or we can provide this through our block insurance policy - let us know if you would like a quote)
- vi. Cancel your existing telephone / broadband / television contracts
- vii. Make sure anything left in the property is in good condition and include clear sets of cutlery / crockery / kitchenware if you are providing these
- viii. Make sure the property is cleaned to a professional standard and in tenable condition. If it's not to an acceptable standard for the first tenancy, we may arrange for a professional clean before the tenants move in and deduct the cost from your rent
- ix. Don't leave anything of great financial or sentimental value in the property
- x. Provide us with keys for the property (usually 1 for each bedroom and 2 sets for us to hold). We can get more sets cut for you and deduct from your rental account if that helps
- xi. Pay income tax on your rental income. We can provide you with an annual income and expenditure statement to use for your annual self assessment tax return to HMRC
- xii. If tenants fail to leave the property after being served notice, we can not be held responsible for their failure to move out. We can advise or recommend a solicitor to provide legal advice or take legal action if necessary. This would be at your expense
- xiii. If you live outside of the UK, you need to apply to the non-resident landlord approval scheme and provide us with your exemption number, otherwise we have to deduct 20% of your rental income to be transferred to HMRC
- xiv. Advise us at the earliest opportunity if there are any changes to ownership of the property or anything else which would change or impact our management contract with you

Tenancy Safety

There are a number of regulations that must be met for the property to be tenanted legally and safely. We can arrange for the necessary checks and certificates to be completed if you instruct us to do so in the 'Getting to know you and your property' questionnaire.

Here is a summary of the main regulations for you to be aware of;

Housing (Scotland) Act 2006 - The Repairing Standard

The property must meet the Repairing Standard under the above Act. This means;

- The Property is wind and water tight and reasonably fit for human habitation (taking account of the extent to which the property falls short of any building regulations, because of disrepair or sanitary defects);
- The structure and exterior of the property (including drains, gutters and external pipes) are in reasonable repair and proper working order (having regard to the property's age, character and prospective life and the locality). Where the property forms part of a premises (e.g, a flat), this criterion includes any part of the premises that you are responsible for maintaining, solely or communally, but the Repairing Standard only applies if any part of, or anything in, the premises that the tenant is entitled to use is adversely affected;
- The installations in the property for the supply of water, gas and electricity and for sanitation, are in reasonable repair and proper working order (including installations outside the property but serving it, and which you are responsible for maintaining, solely or communally);
- Any fixtures, fittings and appliances provided under the tenancy are in reasonable repair and proper working order;
- Any furnishings provided under the tenancy are capable of being used safely for the purpose for which they are designed; and
- There is satisfactory provision of smoke alarms
- A wall mounted fire blanket must be installed within the property. All electrical appliances must be checked at least once every twelve months (Portable Appliance Test) & all electrical sockets & wiring must be checked at least every 5 years (Electrical Installation Condition Report) and any remedial works reported must be rectified prior to a tenancy.

It is your duty to make sure your property meets the Repairing Standard at the start of the tenancy and at all times during it. You must carry out the work within a reasonable time. At the start of a tenancy, we will provide the tenant with written information on the effect of the Repairing Standard in relation to their tenancy, including how it can be enforced through the First-Tier Housing Tribunal. We may instruct maintenance to be carried out in order that your property meets the Repairing Standard.

Housing (Scotland) Act 2006, Section 20(1) - Smoke, Heat & CO Alarms

You will ensure that you comply with the Repairing Standard by ensuring that the property has "satisfactory provision for detecting and giving warning of fires". The Repairing Standard sets a high benchmark for smoke and fire detection, matching the standard required for new buildings and which is higher than many owner-occupiers will meet for their own homes. The revised Domestic Technical Handbook guidance states there should be at least:

- one functioning smoke alarm in the room which is frequently used by the occupants for general daytime living purposes,
- one functioning smoke alarm in every circulation space, such as hallways and landings,
- one heat alarm in every kitchen, and
- all alarms should be interlinked and fitted with a backup battery

Note that the manufacturer's recommended life span of a fire alarm is usually 5-10 years. If there is any kind of gas appliance in the property (including a boiler) then a sealed-battery powered carbon monoxide alarm is also required.

Gas Safety (installation & use) Regulations 1998

You will ensure that all gas equipment including pipe work has been maintained in safe condition and checked by a Gas Safe registered plumber at least once every twelve months when rented out. A Landlord Gas Safety Certificate must be obtained and one copy given to each of the tenants. You acknowledge that you must keep a record of certifying details of equipment together with a note of the date and of any remedial action and that this record can be made available on request to the tenant. We can arrange for a Gas Safety Inspection to be carried out and charged to your rental account. We can also arrange for the renewal of the Gas Safety Certificate up to one month prior to the expiry of the certificate and the cost will be deducted from the rental income for the property. We can not be held liable under these terms and conditions and/or to any tenant and/or you in respect of gas inspections, gas safety and/or renewal.

Antisocial Behaviour Etc. (Scotland) Act 2004 - Landlord Registration

You will ensure that you comply with Part 8 of the Antisocial Behaviour etc. (Scotland) Act 2004 by registering as a landlord with the local authority in which their property is situated and will provide us with confirmation of your registration and relevant registration number prior to the marketing of the property.

Health and Safety Executive's guidance notes on Legionella Control (HSG 274 Part 2)

You will ensure that you comply with The Health and Safety Executive's guidance notes on Legionella Control (HSG 274 Part 2). You understand that you should ensure that your property is risk assessed for the presence of Legionella regularly (guidance notes suggest every 2 years) and have any resulting works undertaken to ensure the safety of tenants.

Energy Performance of Buildings Directive (Epcd)

You are legally required to provide a valid Energy Performance Certificate (EPC) to prospective tenants and this needs to be available before advertising starts. The liability for failure to comply with the legal obligations regarding the provision of an EPC rests with you and as such, we will have no liability under these terms and conditions and/or to any tenant and/or you in respect of the provision and/or renewal of Energy Performance Certificate.

The Furniture and Furnishings (Fire)(Safety) Regulations 1988 (as amended)

You must ensure that all furniture left in the property meets the standards laid out in these Regulations.

Housing (Scotland) Act 2006 - Houses in Multiple Occupation (HMO properties only)

You will ensure that you comply with Licensing of Houses in Multiple Occupation (HMO) whereby any rented property, which is occupied by three or more unrelated people, must have a license from the local authority. You must provide evidence of a current HMO Licence for the property prior to the marketing of the property. If you would like us to manage your HMO application and renewals you can note this on the accompanying 'Getting to know you and your property' questionnaire.

Non-resident Landlords (only for Landlords living overseas)

You will ensure that you comply with Non-Resident Landlord legislation and if you become a non-resident landlord you will inform us immediately and will undertake the necessary paperwork to ensure you fulfil your legal obligations, and provide this to us.

Communal repairs

You agree that we have no responsibility for the arrangement of repairs to the communal areas of the building of which the property being let forms part. Responsibility for the arrangement of communal repairs and the liability for payment of said repairs rests with you

Revision and termination of agreement

We reserve the right to amend any of the conditions of this agreement by giving you no less than 28 days' written notice of those revisions. This agreement may be terminated by one party serving on the other party three months written notice of their intention to terminate the agreement. We reserve the right to terminate this agreement with immediate effect in the event of any act or omission by you which frustrates the continued performance of our service under the terms of this agreement or for any act or omission by you which is in breach of your obligations under the terms of this agreement.

General conditions

The following general conditions shall apply to this agreement:

1. You will indemnify us for all claims arising out of the tenancy.
2. We will have no liability under this Agreement if you have not disclosed to us any and all information which relates to ongoing maintenance issues at the property.

We will not be liable for:

- damage caused to the property which results directly or indirectly from your failure to maintain the property;
- any claim from the tenant or any other party which results either directly or indirectly from your failure to maintain the Property; and/or
- any claim, loss or damage which results from the tenant or anyone that the tenant invites on to the property damaging the property, either by act or omission.

3. Any obligation placed on us within these terms and conditions will be a reasonable endeavours obligation and to discharge such obligation, we will only be required to use our reasonable endeavours to comply with that obligation.

4. These terms and conditions will be governed by and construed in accordance with the Law of Scotland and any dispute arising out of this engagement or these terms shall be subject to the exclusive jurisdiction of the Scottish Courts.

Signature

I hereby certify that I am (or lawfully entitled to act on behalf of) the owner(s) of the property identified previously in this document.

By signing I understand that I am agreeing to be bound by the terms laid out by Umega Lettings in this document.

Signed 
[Ellen Langdon \(Dec 10, 2019\)](#)

Print name Ellen Langdon

Address
28 Merchiston Avenue,, Edinburgh EH10 4NZ
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Date Dec 10, 2019