



Friendly, flexible, professional

Birmingham's premier independent lettings agency

Who are we?

Greystone is a young vibrant agency headed up by a husband and wife team. We are fully focused on the priorities and needs of the Landlord and, unlike estate agents, our loyalties are not divided by dealing with property sales and mortgages.

As an independent lettings agency, we want you to feel completely confident in all aspects of our service.

As a result, we are registered and accredited with

major schemes and bodies relating to the property rental industry. This provides our landlords and tenants with complete peace of mind.

The key benefit of dealing with Greystone Lettings doesn't have a logo or a set of initials: just good, friendly, flexible service supported by in-depth knowledge of the Birmingham property rental market. The directors, Raj and Sukhdev use their expertise, contacts and eye for property to ensure that Greystone's service is outstanding. Supported by a strong, experienced team, we are able to offer a personal and friendly Service, whilst at the same time maintaining a high standard of competence and professionalism.



Why choose Greystone?

We never forget that your property is your most important asset and we can confidently assure you that by instructing us to act as your Letting and Management Agents, you will not be disappointed. Establishing long term client relations is important to us and we hope to let your property, and continue working with you for as long as you own the property and you want to let it out.





We offer a comprehensive range of services for landlords:

-  Vetting potential tenants
-  Furnishing and accessorising properties
-  Detailed knowledge of the Birmingham rental market
-  The boring stuff: tenancy agreements, sorting out utilities and council tax: let us take the strain
-  The less boring stuff: maximising your return
-  Auditing and cleaning properties between tenants
-  Privileged access to some high-end prospective tenants: we have our sources, come and talk to us, we'll tell you more!
-  We also provide highly competitive **landlord's insurance** through HomeLet. There's a choice of Comprehensive cover or Low Cost Buildings insurance.





What Levels of Service are there?

Full Management

This is our inclusive Service, which provides for the marketing of the property and carrying out of viewings. There leading to the introduction and vetting of a prospective Tenant. This proving satisfactory, we will then go ahead and prepare the tenancy agreement, and if required an inventory. The Tenant will then be checked in against the inventory.

During the tenancy we carry out periodic inspection visits. Should these bring to light any maintenance issues, We will (within the confines of our Management Agreement) recommend, oversee and account for any necessary repairs.

In case of emergencies, we have a 24 hour call out number should tenants need this, and we have a bank of approved contractors we have used for years who also have an experienced understanding of all of the major developments in Birmingham.

Collecting and processing of rental payments is one of the main features of the Service. These will be credited by BACs transfer to a Landlord's nominated bank account within 3 working days of receipt of cleared rental funds to our accounts. Where rent is delayed, we will take the responsibility of the chasing and keep you, the landlord informed continually.

Towards the end of the tenancy, we will liaise with the Tenant, and renew the tenancy agreement or arrange to check them out as applicable.

This Service is suitable for those Landlords who are not residing locally, or would rather not deal with the Tenants directly, preferring all aspects to be handled by an Agent. We offer a complete service where you can simply hand over keys (or for new purchase, we are happy to complete the handover with the developer at no extra cost) and rest easy.



Tenant Find Service

Our Tenant Find Only Services includes marketing of the property and carrying out viewings, leading to the introduction and vetting of a prospective Tenant. We will then go ahead and prepare the tenancy agreement, and if required an inventory.

Following this, the first month's rent will be collected and credited to the Landlord less our agreed fee. Utility companies will be notified of the new tenants and the tenants will be given your contact details for contact during the tenancy period. Managing the tenancy, including the maintenance, rent collection, tenant check outs will then be the responsibility of the Landlord.

This service is suited for the experienced confident landlord, most probably based locally, who has their own contacts for on-going maintenance issues and the confidence, as well as the time, to sort on-going rental issues as they occur.

How will we find you suitable tenants?

Not only is your property advertised on our popular website - www.greystonelettings.co.uk, we also use the biggest online search portals for rental property such as www.rightmove.co.uk, www.primelocation.com, www.findaproperty.com, www.globrix.com However our greatest success has been in the relationships we have built with the developers, staff, concierge, Local Employers & Universities, amongst others. We also are proud of the number of positive referrals we regularly receive volume of repeat business generated.

General Practical and Legal Issues

Preparing the Property

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 provided.

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.

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.

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.

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 as required.

Other Considerations

Mortgage

If your property is mortgaged, you should obtain your mortgagee's written consent to the letting. They may require additional clauses in the tenancy agreement of which you must inform us.



Leaseholds

If you are a leaseholder, you should check the terms of your lease, and obtain any necessary written consent before letting.

Insurance

You should ensure that you are suitably covered for letting under both your buildings and contents insurance. Failure to inform your insurers may invalidate your policies. We can advise on Landlords Legal Protection, Rent Guarantee Cover and Landlords Contents and Buildings Insurance if required.

Bills and regular outgoings

We recommend that you arrange for regular outgoings e.g. service charges, maintenance contracts etc. to be paid by standing order or direct debit. However where we are managing the property, by prior written agreement we may make payment of certain bills on your behalf, provided such bills are received in your name at our office, and that sufficient funds are held to your credit.

Council tax and utility accounts

We will arrange for the transfer of Council Tax and utility accounts to the Tenant. Meter readings will be taken, allowing your closing gas and electricity accounts to be drawn up. All these matters we will handle for you, however British Telecom will require instructions directly from both the Landlord and the Tenant.

Income tax

When resident in the UK, it is entirely the Landlords responsibility to inform the Revenue & Customs of rental income received, and to pay any tax due. Where the Landlord is resident outside the UK during a tenancy, he will require an exemption certificate from the Revenue & Customs before he can receive rental balances without deduction of tax. Where we are managing the property we will provide advice and assistance on applying for such exemption.

The inventory

It is most important that an inventory of contents and schedule of condition be prepared, in order to avoid misunderstanding or dispute at the end of a tenancy. Without such safeguards, it will be impossible for the Landlord to prove any loss, damage, or significant deterioration of the property or contents. In order to provide a complete Service, we will if required arrange for a member of staff to prepare an inventory and schedule of condition, at the cost quoted in our Agency Agreement.



What is an Assured Shorthold Tenancy?

Most tenancies will automatically be Assured Shorthold Tenancies (ASTs), provided the rent is under £25,000 a year and the property is let to private individuals. Tenancies are usually granted for an initial fixed term of either 6 or 12 months. When the fixed term has expired the landlord is able to regain possession of the property provided he gives two months written notice to the tenant. In addition, if the tenant owes at least 2 months or 8 weeks rent on the property he can apply through the court to seek a possession order.

Health and Safety and other Legal Requirements

The following requirements are the responsibility of the owner (Landlord). Where you have signed our Full Management Agency Agreement, they are also our responsibility. Therefore where we are managing we will need to ensure compliance.

Gas

Annual safety check

Under the Gas Safety (Installation and Use) Regulations 1998 all gas appliances and flues in rented accommodation must be checked for safety within 12 months of being installed, and thereafter at least every 12 months by a competent engineer (e.g. a CORGI registered gas installer).

Maintenance: There is a duty to ensure that all gas appliances, flues and associated pipework are maintained in a safe condition at all times.

Records: Full records must be kept for at least 2 years of the inspections of each appliance and flue, of any defects found and of any remedial action taken.

Copies to tenants: A copy of the safety certificate issued by the engineer must be given to each new tenant before their tenancy commences, or to each existing tenant within 28 days of the check being carried out.

Electrical

There are several regulations relating to electrical installations, equipment and appliance safety, and these affect landlords and their agents in that they are 'supplying in the course of business'. They include the Electrical Equipment (Safety) Regulations 1994, the Plugs and Sockets Regulations 1994, the 2005 Building Regulation - 'Part P, and British Standard BS1363 relating to plugs and sockets. Although with tenanted property there is currently no legal requirement for an electrical safety certificate (except in the case of all HMOs) it is now widely accepted in the letting industry that the only safe way to ensure safety, and to avoid the risk of being accused of neglecting your 'duty of care', or even of manslaughter is to arrange such an inspection and certificate.



Fire

The Furniture and Furnishings (Fire) (Safety) Regulations 1988 (amended 1989 & 1993) provide that specified items supplied in the course of letting property must meet minimum fire resistance standards. The regulations apply to all upholstered furniture, beds, headboards and mattresses, sofa-beds, futons and other convertibles, nursery furniture, garden furniture suitable for use in a dwelling, scatter cushions, pillows and non-original covers for furniture. They do not apply to antique furniture or furniture made before 1950, bedcovers including duvets, loose covers for mattresses, pillowcases, curtains, carpets or sleeping bags. Items which comply will have a suitable permanent label attached. Non-compliant items must be removed before a tenancy commences.

Smoke Alarms

All properties built since June 1992 must have been fitted with mains powered smoke detector alarms from new. Although there is no legislation requiring smoke alarms to be fitted in other ordinary tenanted properties, it is generally considered that the common law 'duty of care' means that Landlords and their Agents could be liable should a fire cause injury or damage in a tenanted property where smoke alarms are not fitted. We therefore strongly recommend that the Landlord fit at least one alarm on each floor (in the hall and landing areas).

Is your property a House in Multiple Occupation (HMO)?

If your property is on 3 or more levels and let to 5 or more tenants comprising 2 or more households (i.e. not all of the same family) it will be subject to mandatory licensing by your local authority. Whether mandatory licensing as above applies or not, if there are 3 or more tenants not all related in any property, it is still likely to be an HMO, and special Management rules apply. Ask your Letting Agent or local authority for details.

Learn more here: <http://www.propertylicence.gov.uk>

The Housing Health and Safety Rating System (HHSRS)

The HHSRS provides an analysis of how hazardous a property is through assessment of 29 potential hazards found in housing. Landlords have to maintain their properties to provide a safe and healthy environment. The HHSRS is enforced by local authorities.

For further information visit <http://www.communities.gov.uk/hhsrs>



The Tenancy Deposit Scheme

From 6 April 2007, all deposits taken by landlords and letting agents under Assured Shorthold Tenancies (ASTs) in England and Wales must be protected by a tenancy deposit protection scheme. Landlords and letting agents must not take a deposit unless it is dealt with under a tenancy deposit scheme. To avoid any disputes going to court, each scheme will be supported by an alternative dispute resolution service (ADR). Landlords and letting agents will be able to choose between two types of scheme; a single custodial scheme and two insurance-based schemes.

Learn more here: <http://www.direct.gov.uk/en/TenancyDeposit/index.htm>.

Note: If you the landlord decide to hold the deposit yourself, we will transfer it to you within 5 days of receiving it. You must then register it with a Tenancy Deposit Protection Scheme within a further 9 days if the tenancy is an Assured Shorthold Tenancy. If you fail to do so the tenant can take legal action against you landlord in the County Court. The Court will make an order stating that you must pay the deposit back to the tenant or lodge it with the custodial scheme which is known as the Deposit Protection Scheme. In addition a further order will be made requiring you pay compensation to the tenant of an amount equal to three times the deposit. You will be unable to serve a Section 21 Notice on your tenant until compliance with the above conditions and the Court will not grant you a possession order. We have no liability for any loss suffered if you fail to comply.

The Disability Discrimination Act 2005

The DDA 2005 addresses the limitations of current legislation by extending disabled people's rights in respect of premises that are let or to be let, and commonhold premises. Landlords and managers of let premises and premises that are to let will be required to make reasonable adjustments for disabled people. Under the new duties, provided certain conditions are met (for example, that a request has been made), landlords and managers of premises which are to let, or of premises which have already been let, must make reasonable adjustments, and a failure to do so will be unlawful unless it can be justified under the Act. Landlords will only have to make reasonable adjustments. And they will not have to remove or alter physical features of the premises.

Learn more here: http://www.dwp.gov.uk/aboutus/dda_factsheet4-premises.pdf

Energy Performance Certificates

An Energy Performance Certificate (EPC) is required for all homes whenever built, rented or sold. If you are buying or selling a home it is now law to have a certificate. They are also required on construction of new homes and are needed for rented homes the first time the property is let after 1 October 2008.



The certificate records how energy efficient a property is as a building and provides A-G ratings. These are similar to the labels now provided with domestic appliances such as refrigerators and washing machines.

They are produced using standard methods and assumptions about energy usage so that the energy efficiency of one building can easily be compared with another building of the same type. This allows prospective buyers, tenants, owners, occupiers and purchasers to see information on the energy efficiency and carbon emissions from their building so they can consider energy efficiency and fuel costs as part of their investment.

An EPC is always accompanied by a recommendation report that lists cost effective and other measures (such as low and zero carbon generating systems) to improve the energy rating. A rating is also given showing what could be achieved if all the recommendations were implemented.

The certificate is important because nearly 50 per cent of the UK's energy consumption and carbon emissions arise from the way our buildings are lit, heated and used. Even comparatively minor changes in energy performance and the way we use each building will have a significant effect in reducing energy consumption. EPCS are produced by accredited energy assessors.

When are Energy Performance Certificates required?

Since 1 October 2008 all homes have needed an Energy Performance Certificate when built or sold. For rented properties an EPC will need to be provided whenever a self-contained property is let to a new tenant.

It is the responsibility of the person selling or renting a building to have a valid EPC to show to prospective buyers and tenants. The EPC must be given to the eventual buyer or tenant.

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. Enclosed are our Terms and Conditions for Full management and Tenant Find Services together with a property owner's form. Once you have decided which service you wish to choose, please sign the relevant form so that we can initiate marketing of your property.

We look forward to being of assistance to you in the letting, or the letting and ongoing management of your property. Thank you for taking the time to contact us.