



Seeff

Expertise Built Through Generations of Trust

www.seeff.com

THE LANDLORD'S POCKET HANDBOOK

Brought to you by Seeff Atlantic Seaboard & CBD

YOUR PROPERTY IS A VALUABLE ASSET.

At Seeff, we offer a range of landlord services to help you make the most of your investment.

Here is a comprehensive guide to letting your property.

**HOME
IS OUR
STORY**



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NEIGHBOURS YOU CAN TRUST

Good neighbours help you out when you're in a bind, or simply have your back when you're not around - that is exactly what our Seeff experts aim to be.

We know that being a landlord can be challenging, which is why we've put together this guide to make it a little easier.

Read through this handbook to make sure you understand the roles, responsibilities and rights that apply to you as a landlord.

WHY SHOULD YOU TRUST OUR ADVICE?

Our Seeff Rental Experts are all qualified and hold valid Fidelity Fund Certificates (a legal requirement for operating as an agent) and have helped with the rental

of every kind of home, from one-bedroom flats to seaside estates. We've learnt a lot during the course of our many years in the property business, which we're happy to share with our clients to give them the best possible letting experience.

We take a traditional approach to service - being friendly, approachable and loyal. We've also got the modern technology to back it up, with our own internal data sharing and specialist systems to give landlords a better service.

From the first appraisal to marketing strategy and ongoing management, we understand how to let properties successfully.

*While this guide aims to be as useful as possible for a

landlord, it does not replace legal advice or professional council. Always seek advice from appropriate sources such as your Seeff rental agent managing your property, the Rental Housing Information Office, Rental Tribunal or a lawyer if you are unsure about how the law applies to you.*

WHAT ARE THE RESPONSIBILITIES OF LANDLORDS AND TENANTS?

Renting a home should be a clear, rewarding experience for both you as the landlord and your tenants. That means that both parties need to understand their roles, rights, and responsibilities, and then commit to upholding them.

**RENTING A HOME SHOULD BE A
CLEAR, REWARDING EXPERIENCE**



A LANDLORD'S RESPONSIBILITIES





- 1 You must make sure that the property is in a reasonable condition when the tenant moves in. That means you are responsible for keeping and maintaining all external walls, roof, plumbing (including any applicable flushing mechanism of all toilets on the property), electrical fixtures and other structural parts of the property in good order and repair.

If the property has a swimming pool, you are responsible for maintaining the swimming pool pump, and you have to supply the tenant with all pool cleaning equipment (excluding chemicals).

- 2 You must provide a written lease agreement (Seeff offers a watertight legal lease agreement to protect you and your property).

- 3 You must issue a receipt for every payment received.

- 4 You must allow the tenant the right to privacy and to enjoy their home undisturbed, which means that you cannot enter the property without the tenant's permission and can enter only after you have given reasonable notice.

- 5 You (or Seeff Rentals) must invest the deposit in an interest-bearing trust account. On termination of the lease, the deposit plus interest is payable to the tenant after all damages in respect of the leased property have been paid, provided such damages exist.

- 6 During the period of 3 days before the lease begins and expires, you (or Seeff Rentals) are required by law to inspect the state of the property. This is legal requirement and referred to as an ingoing and outgoing property inspection.

- 7 After inspecting the property, you (or Seeff Rentals) are required to pay back the tenant's deposit plus interest, within 7 days, provided that there are no damages. If damages are present, the damages must be repaired and the remainder of the deposit needs to be repaid to the tenant within 14 days after restoration of the property.

MORE ON WEAR & TEAR & TAXES

Note, you are not permitted to cut off water or electricity to a tenant's unit without a court order.



1

You have to ensure that all municipal charges, levies and supply of services and relevant accounts relating thereto are paid in full, prior to the tenant moving into the property.

2

All rates, taxes and or levies in respect of the leased property must be paid timeously.

3

You have to keep the leased property insured to its full value against the risk of damage by fire and other disasters.

4

The landlord is responsible for maintaining the structure of the property and ensuring that plumbing, electrical systems and any lifts are in working order. In addition, a landlord must also repair any damage caused by fair wear and tear, which refers to any damage or loss to an item at the property which happens as a result of natural causes or ordinary use over time. This could include peeling paint, faded carpets, minor marks on walls etc. You could consider using some of the wording from the lease agreement in the definitions clause 2.1.17



HERE ARE SOME COMMON REPAIR ISSUES

THE BLOCKING OF DRAINS

Often this occurs due to roots growing in gardens and blocking gullies and drainpipes but can be caused by the hair of tenants blocking bath and shower drains.

The merit of each scenario needs to be considered, and ideally, the plumber should be able to report the cause, so the liability is established adequately.

LIGHT FITTINGS, SWITCHES, ALARMS, ELECTRIC FENCES/GATES

It is generally accepted that the changing of lightbulbs is the tenant's responsibility. However, the repair to faulty switches and fittings should essentially be the

responsibility of the landlord, unless the use of these has been negligent or with malice.

Maintaining the alarm system, as well as any electric gates, fences and remotes is also the responsibility of the landlord.

MOULD, DAMP AND LEAKS

These elements are found in many homes, especially at the coast. Generally speaking, mildew formation in a bathroom is a result of steam build-up and condensation on walls and ceilings. It is a common misunderstanding that opening a window will remedy this. However, the prevention of this is often not very simple. Old paint can sometimes result in more severe cases, so the merits

need to be considered in each case and cannot always be assumed to be the tenant's responsibility. Furthermore, leaks and rising damp relate specifically to the structure and maintenance of the building and cannot be deemed the tenant's responsibility

PAINTING AND DAMAGE OR TARNISHING OF PAINTWORK

It is quite acceptable to have a long-term tenant accessorise a residential home by hanging pictures on the walls, and it is reasonable to do so. However, the remedy of this is often where the problems come in as the repair is often poorly done. Expectations regarding the painting of the entire wall versus merely patching and

patching and spot painting holes need to be made clear at the start. The original condition of walls and paint should be recorded clearly at the commencement of the rental, with the date of the last paint job taken into account.

It is reasonable to expect discolouration and small chips over time. A fair and flexible approach would be required.

GARDENS AND POOLS

Garden and pool maintenance is often a source of conflict between tenants and landlords. Ideally, a regular service appointment should be made that both parties can agree on so that the care of these elements becomes the responsibility of the service provider. However, the repair to damage can become a bone of contention,

so it is critical that this is addressed within the lease agreement. Once again a good record and clear description of the state the property was handed over to a tenant is vital - specifically the condition of the pool pump and accessories. We suggest that tenants continue with any existing pool and garden services that the landlord has set in place.





WHAT ARE THE RESPONSIBILITIES OF TENANTS?

TENANTS HAVE THE FOLLOWING RESPONSIBILITIES:

- 1 They must pay the rent and services on time. Payment must be cleared in the bank by the date payment was due.
- 2 They must use the rental property only for the purposes agreed in the lease agreement. If they say that they are only going to live there, then they can't start running a business without agreement from the landlord. Of course, many people work digitally from home now, and it might be a consideration to include a reasonable work from home clause.
- 3 They must not sublet the property or let other people take over the property without your agreement.
- 4 They must maintain the interior of the property against "wear and tear".
- 5 They must not make any changes to your property such as knocking down walls, painting etc without your agreement.

YOUR LEASE OPTIONS

MADE SIMPLE

As rental professionals, Seeff understands your needs.

Our services include a placement package when you just need a tenant placement or a placement and property management package to keep your tenant and property in check. With Seeff's placement package, a landlord can expect the following:

PLACEMENT PACKAGE

- 1 A Comparative Market Analysis of the monthly rental income potential of the property.
- 2 Advice on how to prepare the property for leasing.
- 3 Seeff Rentals will procure the tenant via:
 - A Listing the property as being 'To Let' by way of open or sole mandate.
 - B Taking photos of the property for marketing purposes.
 - C Marketing the property through selected media, in-office, and via current tenant databases and agency networks.
 - D Presenting the property viewing/s at an open house or to individual potential tenants.
 - E Facilitating the application process with potential tenants.
 - F Financial qualification and reference checks of potential tenant/s.
- 4 A qualified tenant's application to lease the property will then be presented to the landlord for consideration.
- 5 Negotiation and conclusion of the Agreement of Lease between landlord and landlord-approved tenant. Our Seeff lease agreement is drawn up by a panel of attorneys and is watertight to protect you and your property according to the regulations of the RHA and the CPA (Rental Housing Act and Consumer Protection Act) This panel regularly reviews our lease agreements to ensure that all appropriate legislation is covered and also considers all new case studies on precedence.
- 6 Collection of the first month's rental, deposit and other amounts from the tenant as per the Agreement of Lease.
- 7 Facilitate and monitor an Incoming Inspection.
- 8 The provision of a fully signed copy of the Agreement of Lease to the landlord and tenant. This will include a copy of the Incoming Inspection with photographs (if and when applicable) to both landlord and tenant.



Thereafter, the landlord will manage the property him-/herself and all further communication will be between the landlord and tenant directly.

Three months prior to the end of the lease, Seeff will remind the landlord of the lease expiry. Seeff will manage the renewal should the landlord and tenant agree to it or alternatively arrange the outgoing inspection and start advertising for a new tenant at the landlord's request

PLACEMENT AND PROPERTY MANAGEMENT PACKAGE

In addition to all of the points listed in the previous section (placement package), landlords who decide on the placement and property management package can expect additional services, such as:

- 1 Investment of the deposit into an interest-bearing trust account as prescribed by the RHA (Rental Housing Act) and EAAB (Estate Agency Affairs Act).
- 2 The ongoing collection of payments from the tenant according to the Agreement of Lease. This would include:
 - A Listing the property as Monthly rental;
 - B Monthly services and/or other amounts from the tenant.
- 3 Payment to third parties, on behalf of the landlord, i.e. municipality/suppliers/contractors.
- 4 The monthly lease management fee (agreed to at the onset of the lease), will be deducted from the tenant's monthly rent and the balance will be transferred to the landlord's account.
- 5 Financial statements and administration as prescribed by the RHA and EAAB:
 - A Regular statements will be sent to the landlord.
 - B Regular statements will be sent to the tenant.
 - C Safe-keeping of the lease file containing all relevant documents, invoices, receipts and correspondence for record purposes.
- 6 Facilitate the Ingoing and Outgoing inspections of the property as required, including photos and an inspection report, when necessary. A mid-lease inspection will also be arranged at an additional fee.
- 7 Repairs and maintenance of the property on behalf of the landlord, with the commitment that Seeff will:
 - A Obtain two quotations whenever required.
 - B Contract the supplier for repairs and maintenance.
 - C Arrange for a convenient time for work to be carried out with all parties concerned.
 - D Take before and after photographs of work to be carried out where necessary.

- E** Check and sign off repairs done and inform the landlord.
- 8** When it comes to termination and/or renewal of the lease, Seeff will send applicable notification of renewal/termination of the lease to the tenant as prescribed by the CPA (Consumer Protection Act).
- 9** In the case of lease renewal, Seeff will:

 - A** Negotiate the terms of the renewal of the lease with both the landlord and tenant.
 - B** Renew the Agreement of Lease on behalf of the landlord and conduct a new credit assessment and tenant payment behaviour report on the tenant (TPN)
 - C** Collect the top-up deposit from the tenant, if applicable.
 - D** Provide a fully signed copy of the renewed Agreement of Lease to landlord and tenant.
- 10** In the case of the lease being terminated, Seeff will:

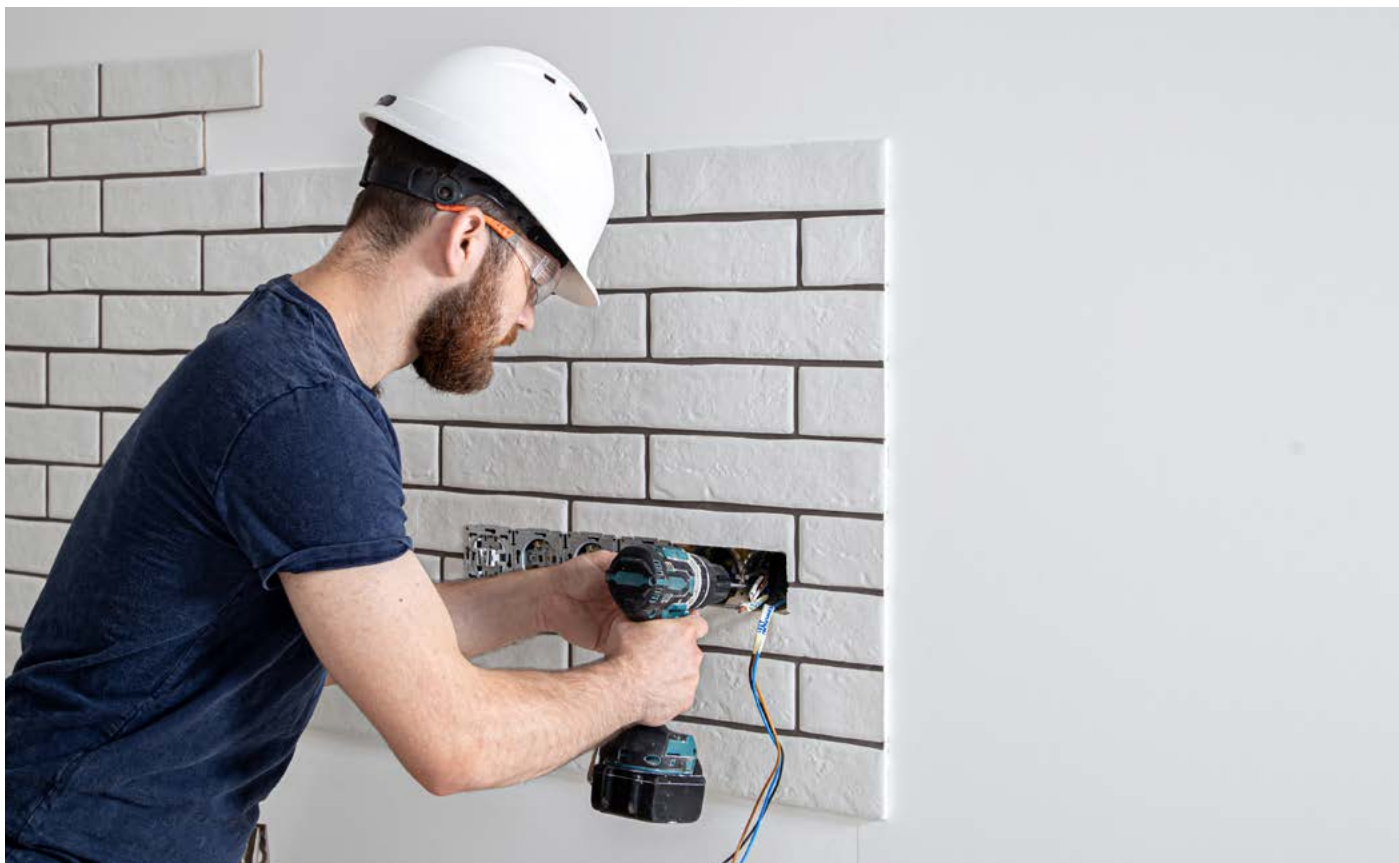
 - A** Terminate the Agreement of Lease on behalf of the landlord.
 - B** Arrange with the tenant to do the Outgoing Inspection on behalf of the landlord.
 - C** Repay the tenant the balance of damages deposit according to the findings on the outgoing inspection.
 - D** Reconcile the municipal account/s and repay the balance of the tenant's services deposit.
- 11** Identify refurbishment/damage of the property, if applicable, for the account of the tenant. In this regard, Seeff endeavours to:

 - A** Obtain quotations from preferred suppliers.
 - B** Contract a supplier for refurbishment/repairs.
 - C** Arrange a convenient time for work to be carried out with all parties concerned.
 - D** Take before and after photographs of work to be carried out.
 - E** Check repairs are done correctly.
- 12** In all instances, Seeff will stay in regular contact with both the landlord and tenant to ensure the successful management of the lease.



NOTE THAT IN CASE OF EMERGENCY REPAIRS, SEEFF WILL ACCEPT THE LOWEST QUOTATION ON BEHALF OF THE LANDLORD.





WHY LEAVE IT TO SEEFF?

Our Seeff Rental Experts arrange everything from marketing your property and sourcing reliable tenants to drawing up contracts, arranging in-going and out-going inspections, property management and maintenance, rent collections, payment of municipal accounts, and renewals. In short, everything you need for total peace of mind and reliable rental income for as long you are in the letting market. As a client, here's what to expect from our team:

The right tenants

Pre-qualifying the suitability of tenants through credit checking, employment details, and rental history. We only want the cream for you.

Pain-free letting

We have access to the best legal advice and guidance relating to the rental business. We will support your letting with an explicit lease agreement to protect you and your property, manage your tenant relationships, and stay on top of lease renewals.

Reliable rental payments

We'll take the admin out of collecting your rent each month, and we can also manage the payment of accounts like your water and electricity bills. We also integrate with major banks so that your rental finances are secure.

Tiptop and shipshape maintenance

Seeff's high maintenance division will take care of any maintenance needs for your property. We'll highlight any fixes and get quotes for your approval before we move forward, making sure that minor to major renovations are taken care of.

Financial check-ins

You'll always be kept in the loop with regular and comprehensive financial statements and reports, so you'll always know where you stand with your rental income and investment.

HAPPY LETTING WITH SEEFF

We hope that you've found our landlord's guide informative and useful.

At Seeff, we know you're not just a number and your rental property is more than just a listing. We strive to save you time, money, and energy when letting out your property.

CLICK HERE

To find out the current market value for one of your biggest investments, and to get a no-obligation free rental valuation.

CLICK HERE

To see our service offering and price list.

CLICK HERE

To view our current properties for rent.

To have one of our area specialists contact you please email your property address and request to clientcare.asb@seeff.com

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Seeff Atlantic Seaboard and City Bowl,

with over 50 years of specialised expertise. Home really is our story.

| | |
|----------------|--------------|
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