peterkins



A Guide To Leasing For Landlords



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Introduction

Our Leasing Department offers a comprehensive and efficient range of services to Landlords to safeguard your property and investment. Details of our services are covered in this guide. Whether you are going abroad to work and want to retain your home or you want to invest in the property market, we offer a range of services that assist with this and are aimed to protect you as much as possible as a landlord.

To assist in deciding which of the options would benefit you the most, our guide will answer some of the questions you may have before you start. More importantly, it informs you of your obligations, statutory or otherwise, as a "Landlord" that you must be aware of and have to comply with.

The guide provides information on:

Documents - the legal documentation you require, together with other documents that will assist with easing your property.
Landlord Licences & Overseas Landlords- the licences and requirements on you as a landlord.
Regulations, Obligations and Legislation that affect Landlords- the requirements which the law places upon you as a Landlord.
Quick Reference Dates- a guide to legislation renewal dates.
Services We Offer- the services Peterkins can offer you as a landlord.

Choosing the right agent for you is important, as a law firm agent we offer you the services of a Leasing Agent with the added peace of mid that as a law firm we have a wide range of services under one roof including sales, financial services & legal advice. With our ASPC membership and our extensive local knowledge you can rest assured that we have your best interests in mind.

Agent registration number – LARN1805006

Disclaimer
This guide has been produced to give insight into letting your property in Scotland. Please note that whilst we aim to keep the information contained within it up to date, it is subject to changes in legislation.

Documents Required - The Basics

The Tenancy Agreement

We provide a comprehensive Tenancy Agreement incorporating all current legislation and Statutory Notices tailored to cover the conditions agreed between the Landlord and Tenant. Copies are provided to both parties.

Starting a new tenancy

The Private Residential Tenancy has been required to be used for all tenancies in Scotland since December 2017 (excluding Company Tenancy Agreements). The Private Residential Tenancy replaced Short Assured Tenancies & Assured Tenancies, which can continue to run their course if the tenancy has not been brought to an end.

The Private Residential Tenancy

The Tenancy Agreement contains two types of clauses — mandatory and discretionary clauses. The discretionary clauses can be removed by a Landlord or Agent. It is also possible to add new clauses on the provision that they do not contradict the mandatory clauses. We have created a standard agreement which will protect your interests within the limits permitted by law.

The agreement will confirm the start date. The legislation does not allow for a duration to be stated in the Tenancy Agreement nor an end date. The Tenant or Landlord will be able to end the tenancy providing the required notice at any time after the tenancy start date.

The Landlord is free to set the initial rental figure, even if the property is within a Rent Pressure Zone.
Scottish Ministers have the power to set "Rent Pressure Zones" by post code areas in extreme cases and where there is evidence that rents are increasing by too much, and in doing so, causing undue hardship to the Tenant and also putting pressure on the local authorities to provide housing or subsidise the cost of housing.

The Landlord / Agent must provide a Tenant with the Statutory Guidance Notes in relation to the tenancy

Existing Short Assured / Assured Tenancies

Existing Short Assured Tenancies, providing that they are still within a fixed term or have renewed by tacit relocation (month to month), will continue to operate.

The Scottish Government has confirmed that tenancies of this type do not become Private Residential Tenancies. They will continue as Short Assured Tenancies in perpetuity until terminated by the Landlord or the Tenant. Should no AT5 have been issued prior to the Tenancy Agreement, the tenancy may be an Assured Tenancy.

Should any changes be made to the contract, or a further fixed term is put into place they may be required to become Private Residential Tenancies at that stage. Therefore, current Short Assured Tenancies cannot be changed (with the exception of rental changes) and will be left to run on a month-to-month basis after the fixed term ceases.

The Inventory

Whilst not a legal document as such, we strongly advise Landlords to have a professional inventory compiled in order to accurately document the condition and contents of the property at the start and end of the tenancy. This reduces the risk of any dispute with the Tenant at the end of the agreement.

We can arrange for a professional Inventory Clerk to carry out a full inventory listing the contents and condition of the property. Without this vital piece of evidence, it is very difficult to support you with any deposit claims at the end of the Tenancy Agreement.

To disregard the inventory would be very much against our advice and may have financial implications to you as a result of unsuccessful deposit claims / lack of evidence.

Private Residential Tenancy Statutory Terms Supporting Notes

Since the 1st of December 2017, Landlords have a legal duty to provide this important information to their Tenants who rent their homes privately. This pack includes information on the Tenancy Agreement together with rules and regulations that govern the leasing industry. Failure to provide this document can lead to penalties. We will provide the Tenant with this document at the time the tenancy commences.

Landlord Licences & Overseas Landlords

Landlord Registration

All private Landlords are required by law to be registered with their local authority. It is an offence to lease any property without being registered with the local authority in which the property is located. This may mean that you have to register with a number of local authorities. In order for a landlord to be placed on the register, the local authority will have to be satisfied that he/she is a fit and proper person to lease property. Any judgments will be made by the local authority, and it will take into account any information about past behaviour, including:

- Any relevant convictions, particularly in relation to violence, drugs and fraud;
- Any evidence that the applicant has failed to take steps to deal with antisocial behaviour in his/her absence;
- Any evidence that the applicant has failed to comply with the law relating to letting or housing, including management, money and physical issues.

A Landlord will have to provide a list of all the properties that they lease and details of agent(s) they use. Physical inspection of all properties will not be required, and Tenants' details will not be required by the council. The local authority will charge a fee for registration. Failure to register as a Landlord may result in criminal action against you and a fine of up to £50,000.

Local authorities may wish to view the legislative certification for your property prior to granting a landlord registration application.

As a firm, we will not start a tenancy on your behalf if you do not have a Landlord’s registration number.

Houses in Multiple Occupancy ("HMO")

A HMO is a residential property occupied by 3 or more persons, not being members of the same family, where it is that person's on y or principal residence in the UK, and who share facilities i.e. toilet facilities, washing facilities and cooking facilities. Owners of houses in multiple occupation are required by law to be licensed by the relevant local authority. The main objective of HMO licensing is to ensure that HMO Tenants are provided with safe accommodation in which to live. Failure for a Landlord of a HMO to be licensed is a criminal offence and may result in a fine of up to E50,OOO. A Landlord is required to submit a completed Application Form together with the required fee to the relevant local authority. Each local authority will have its own requirements and for Aberdeen City Council you should visit their website at www.aberdeencity.gov.uk or contact the Council directly.

Overseas Landlords

If you are going to be a resident overseas or if you move overseas, you will also need to apply for a Tax Approval Number, you can do this via the HMRC's website, where you can download and complete the required NRL1 Tax Form, or complete this via your Government Gateway account.

HMRC Agent Reference Number: NA011406

If no HMRC approval is received prior to your first rental payment, we will be required to deduct 20% tax off all rental income to submit to HMRC on your behalf on a quarterly basis.

Legislation - Gas, Electricity & More

Gas

The Gas Safety (Installations and Use) Regulations 1994 place duties on gas consumers, installers, suppliers and Landlords. By law, all Landlords are responsible for making sure that appliances are maintained in good order and checked every twelve months. The Landlord is legally obliged to keep a record of the safety checks, which must be carried out on an **annual basis** (Landlords Gas Safety Certificate).

When gas does not burn properly, excess carbon monoxide is produced. The occupants are at risk of carbon monoxide poisoning if:

- The appliance was poorly installed;
- The appliance is not working properly;
- The appliance is not checked or serviced regularly;
- The chimney or flue gets blocked;

It is important to:

- Always use a GAS SAFE registered business to install and service your appliances;
- Always ensure your appliances are serviced at least once a year;
- Never block the vents on an appliance;
- Never block or obstruct any outside grills, flues or air bricks.

The Supply of Other Fuels

The Installation for the supply of "other fuels" must be safe and in good working order to comply with the repairing standards. The most common types of "other fuels" are;

- Oil
- LPG (Liquid Petroleum Gas)
- Solid Fuels (coal, wood, etc)
- Biomass
- Air source heating
- Ground source heating.
- Electric boilers.

In order to be deemed safe, any installation should be free of rust & free of leaks. Wall mounted boilers should not be in danger of detaching. No holes should be present in any flue and you should not be able to smell fuel around the boiler.

In order to be deemed to be in good condition the heating system must be able to heat the rooms, water and property as indented. It must allow the tenant to control the temperature, be reasonably reliable, and meet any energy efficiency requirements as per Scottish Legislation.

For our managed clients, we will usually arrange to have these systems serviced **annually**.

Electricity

Landlords should ensure that the electrical equipment and installations in their property are safe. All electrical equipment provided must be safe and in proper working order. There must be one or more Residual Current Devices (RCD) fitted in the consumer unit (fuse box).

PAT Test (Portable Appliance Testing) / In Service Inspection and testing of electrical equipment

PAT testing is a mandatory requirement for any items supplied by the landlord fitted with a plug. These must be conducted at intervals of no more than **5 years.** These include items such as microwaves, kettles, toasters, lamps, white goods etc. If the appliance is hard wired it must be visually checked. As a landlord you are responsible for ensuring any equipment supplied is safe for use and must demonstrate that you have taken appropriate measures to ensure this is the case, given the low cost of PAT testing, we strongly recommend this is conducted on an **annual basis**.

EICR (Electric Installation Condition Report)

It is a mandatory requirement to have an EICR (Electrical Installation condition Report) carried out on all rented properties. This is a test of the hard wired electrics in the property to identify any electrical issues which require to be resolved. An EICR is required every **5 years**.

Private Water Supplies

The Private Water Supplies (Scotland) Regulations 2006 came into force on 3rd July 2006 and replaced The Private Water Supplies (Scotland) Regulations 1992.

If you obtain your drinking water from a private supply that serves 50 or more people or provides water to a commercial activity like a hotel, restaurant, bed and breakfast or campsite then the 2006 Regulations will classify the supply as a " type A" supply. Privately rented properties are considered commercial premises.

All private water supplies are required to be registered with the local authority where the source of the supply is located. The Environmental health department at the local authority will also usually be required to test the supply on an annual basis. We work with the local authority closely and instruct the testing annually.

We will also ask that a Private Water Supply management plan is competed by yourself so all parties are aware of the water system, what maintenance is required and who's liability this is. We can provide a copy of this upon completion.

Lead in Water

In 1969 it became illegal to install lead pipes in the installation for water supplies. If your property was built prior to 1970, you need to be sure that there is no lead pipe or that this has been removed. If you are unsure if you have lead pipe within the property or within any communal area, tenants must be informed and a sample taken for laboratory analysis, some lead pipe may the responsibility of Scottish Water. Unless the landlord is unable to replace the lead pipe due to lack of consent from other owners, lead pipe and tanks must be removed to comply with the repairing standards.

Furniture

It is an offence to supply furniture in the course of a business which does not comply with the regulations concerning fire resistance. Essentially, it covers all upholstery and upholstered furnishings, including loose fittings and permanent or loose covers.
All furniture must comply with these regulations. Failure to comply can result in a term of imprisonment, a fine or both.
All furnishings should show the appropriate fire resistance labels.

Smoke and Heat Detectors

The Scottish Government's guidance states that a residential property for let should have:

- One functioning smoke alarm in every 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;
- All alarms should be interlinked (they should all sound together).
- Smoke & heat alarms should be ceiling mounted (some exceptions apply)

Alarms can be mains operated (with battery backup). Tamper proof long-life lithium battery alarms are also permitted. Mains-wired units may have a back-up supply in case of a power cut, and wireless interlinking may use a separate power supply for the radio signal. Alarms will not fail the Repairing Standard if additional supplies use replaceable batteries.

Alarms should be replaced in line with the manufacturers recommend lifespan (usually 10 years)

Carbon Monoxide Alarms

Carbon Monoxide detectors are required in any room with any fixed heating appliance / source that is powered by a carbon-based fuel including, Mains Gas, LPG Gas, Oil and Solid Fuels. A Carbon Monoxide detector is not required for a gas cooker or hob.

Detectors are not required to be interlinked with smoke / heat detection system and should only be used for the manufacturers recommend lifespan (usually around 10 years).

CO detectors must be mains wired or powered by a battery designed to operate for the working life of the detector. (i.e batteries that can be changed are **not acceptable)**

Legionella Risk Assessments

Legionnaires disease is a serious lung infection caused by Legionella bacteria. The Repairing Standards state that Landlords have a duty to carry out a risk assessment of hot and cold-water systems for legionnaires disease to minimise the risk of a tenant being exposed to legionella.

All water systems must be assessed for legionella risk, and private landlords must ensure this is carried out before the property is first let. The risk assessment should then be regularly reviewed at intervals of no more than two years. If a review of the risk assessment indicates that there has been a change to the risk factors then a new risk assessment should be carried out.

We can arrange for a contractor and local specialists to carry out a risk assessment if you wish.

Energy Performance

Since the 9th of January 2013, all Landlord in Scotland must provide an Energy Performance Certificate ("EPC") before a domestic property can be advertised for let. The EPC is designed to give Tenants clearer information about the energy efficiency and carbon dioxide emissions from the property they are leasing.

The EPC gives your property an Energy Efficiency Rating, an Environmental Impact Rating and will also offer guidance to you on how to make your property more energy efficient. We can instruct a surveyor to provide an EPC for your property at your cost and thereafter you should arrange for it to be displayed in your property.

If you have purchased a property or already had an EPC completed for your property, this will remain valid for a period of 10 years and can also be found within any Home Report you may have for the property. **New energy efficiency proposals** are due to come into force in Scotland. Please speak to a member of our team for more information on this.

QUICK REFERENCE DATES

Landlords Registration – Renewal every 3 years

Gas Safety Certification – Renewal annually

Electrical Installation Condition Report – Renewal every 5 years

Legionella Risk Assessment – Renewal every 2 years (or sooner if required)

Portable Appliance Test (PAT) – Every 5 years / Recommended annually

Heat / Smoke detectors – generally require replacement every 10 years, unless otherwise indicated.

CO alarms – generally require replacement every 7 / 10 years, unless otherwise indicated.

Energy Performance Certification – Renewal every 10 years / when marketing.

Private Water supplies – Annually



The Repairing Standards & Tolerable Standards

As a Landlord, you have a duty to ensure that the property meets a basic standard of repair called the "Repairing Standard". If the property does not meet that standard and you refuse to carry out the necessary repairs, the Tenant can apply to the First Tier Tribunal for a decision by a Private Rented Housing Committee on whether you have failed to comply with that duty. The Committee can then order you to carry out the necessary repairs. Various penalties apply if you then do not do so, including the withholding of rental income. The standards are fairly basic. As a Landlord you must ensure that:

- The property is wind and water tight and in all other respects reasonably fit for human habitation.
- The structure and exterior of the house (including drains, gutters and external pipes) are in a reasonable state of repair and in proper working order.
- The installations in the house for the supply of water, gas, electricity (including residual current devices) and any other type of fuel and for sanitation, space heating by a fixed heating system and heating water are in a reasonable state of repair and in proper working order.
- Any fixtures, fittings and appliances provided by the landlord under the tenancy are in a reasonable state of repair and in proper working order.
- Any furnishings provided by the landlord under the tenancy are capable of being used safely for the purpose for which they are designed.
- Satisfactory provision for, and safe access to a food storage area and a food preparation space.
- Common parts pertaining to the house can be safely accessed and used.
- Where a house is in a tenement, common doors are secure and fitted with satisfactory emergency exit locks.

The Tolerable Standard defines the elements of a house which are considered fundamental to its functioning as a home. It focuses mainly on the building itself, and does not extend to internal decoration, furniture and household appliances. A house meets the Tolerable Standard if it complies with all these criteria:

- It is structurally stable;
- It is substantially free from rising or penetrating damp;
- It has satisfactory provision for natural and artificial lighting, for ventilation and for heating;
- It has satisfactory thermal insulation;
- It has an adequate piped supply of wholesome water available within the house;
- It has a sink provided with a satisfactory supply of both hot and cold water within the house;
- It has a water closet or waterless closet available for the exclusive use of the occupants of the house and suitably located within the house;
- It has a fixed bath or shower and a wash-hand basin, each provided with a satisfactory supply of both hot and cold water and suitably located within the house;
- It has an effective system for the drainage and disposal of foul and surface water;
- In the case of a house having a supply of electricity, it complies with the relevant requirements in relation to the electrical installations for the purposes of that supply;
- It has satisfactory facilities for the cooking of food within the house;
- It has satisfactory access to all external doors and outbuildings; and
- It has an interlinked system of fire and smoke alarms and adequate carbon monoxide alarms.

It is your duty as a Landlord to ensure that the property meets the repairing standard and tolerable standards at the start of the tenancy and at all times during it. The Landlord must inspect the property before the tenancy starts, in order to identify work necessary to meet the standards, and must notify the Tenant of any such work. It would be a prudent decision to carry out the pre-tenancy inspection in time to deal with any necessary repairs before the tenancy begins. Once the tenancy has begun, the duty only applies where the Landlord is aware that work is required, for example, because the Tenant has notified the Landlord. In order to comply with the duty, the Landlord must carry out any necessary work within a reasonable timeframe.

Income Tax

Income derived from leasing a property is normally taxable. Given the provisions of "Self Assessment", it will be the Landlord's liability to complete tax returns. If the Landlord is resident abroad, Peterkins Leasing as agents are, by law, required to deduct tax at the base rate from the rents and to make payment of this to Her Majesty's Revenue and Customs ("HMRC") on a quarterly basis and accounting thereafter to the HM Revenue & Customs on an annual basis. The agent's statutory liability can only be released by the provision of a tax approval number for each individual Landlord following the completion and lodging of HM Revenue & Customs Tax Exemption Form. This can also be completed online at www.hmrc.gov.uk.

We are also required by law to provide HM Revenue & Customs with details of all Landlords for whom we fully manage or factor their property.

Anti-Social Behaviour Notices

As a Landlord, you require to be aware that where it appears to a local authority that your Tenant is engaging in "anti-social activity" at or in the locality of your property, it may serve an Anti-Social Behaviour Notice (ASBN) on you as the Landlord of the property. Any ASBN should include details of the behaviour, a time period in which specified action should take place, the consequences of you not taking the specified action and your right to review the decision.

If you ignore the terms of an ASBN, it may be possible for the local authority to apply to the Sheriff Court to suspend payments of rental income to you and also to transfer the rights and obligations of the Landlord to the Local Authority. You may also face criminal charges and a fine.

Tenancy Deposit Schemes

All Landlords in Scotland are required to invest any tenant deposit funds held with their chosen deposit protection supplier (there are 3 in Scotland). Landlords must comply with the Tenancy Deposit Regulations. In terms of the regulations the Landlord must:

- Pay the deposit to an approved tenancy deposit scheme within 30 days of the start of the tenancy.
- Ensure that the deposit is held by the scheme throughout the tenancy.
- Give details about whether the Landlord is registered, or has applied to be registered, with the local authority when the deposit is paid over:

Within a specified timescale, provide the Tenant(s) with information about:

- The Tenancy
- The deposit
- The Scheme that will be protecting it
- The circumstances in which the landlord can make a claim at the end of the tenancy.

Any sanctions imposed for non-compliance with the Regulations apply to the Landlord.

When the tenancy ends, the Tenant and Landlord can submit a Proposal for Deposit Repayment stating:

- The amount of the deposit which they have agreed can be paid to the Tenant and/or Landlord; and
- The amount of the deposit which is in dispute.

The relevant scheme provider will write to the Landlord, Agent or Tenant as appropriate, asking them to confirm whether they agree with the Proposal for Deposit Repayment or wish to dispute the amount. Where the Landlord and Tenant agree how all or part of the deposit is to be repaid, it will normally be paid out within 5 working days of the scheme receiving confirmation of the agreement between the parties. The return of the deposit will take longer where the amount is disputed, the Landlord or Tenant cannot be contacted or do not co-operate.
Any dispute regarding the repayment of all or part of the deposit will be dealt with in accordance with the relevant Scheme Rules. The deposit remains in the provider's account until it is repaid in accordance with the Scheme Rules and the requirements of the Tenancy Deposit Schemes (Scotland) Regulations 2011.

As your agent, we can still deal with the deposit on your behalf, but it is important to remember that we will no longer hold the deposit at the end of the tenancy. We may therefore have to hold final rental payments or request funds from you to settle any invoices for repairs, cleaning, and damages so that the property can be re-let as quickly as possible. In Scotland, it is permitted to take a deposit not exceeding the equivalent of 2 months rent.

Furnishings & Equipment

Furnished Properties

The best advice we can offer is not to over furnish. Naturally, each property and tenancy will have different requirements according to space and the anticipated number of occupants. To attract a high-quality Tenant, it is essential to provide a good quality of furnishings and equipment, although be mindful that as a landlord you are required to maintain or replace any furnishing that are no longer in a reasonable state or repair or no longer in working order.

Unfurnished Properties

Further to the above information, we would usually see unfurnished properties left with the following as a minimum;

- **Carpet / Floor coverings**
- **Light Fittings**
- **Curtain pole / blinds**
- **Washing machine**
- **Fridge / Freezer**
- **Dish Washer**



Rent Increases

The first rent increase can be carried out at any time after the start of the tenancy, but thereafter, the rent cannot be increased more than once in any 12 month period.

The Tenant must be given three months' notice of a rent increase using the correct documentation. The Landlord is free to decide how much the increase should be in line with current market conditions.

If the Tenant wishes to challenge the rent increase, they can refer this to a rent officer who will apply a tapering formula against the increase.

Should the increase proposed by the landlord be higher than that of the tapering formula, the rent officer will the set the rent at the lower amount. The tapering formula would only apply should the tenant challenge the rent increase. Examples of the tapering formula can be found at the below link;
https://www.gov.scot/news/continuing-rent-protection-for-private-tenants/

This information will differ if the tenancy is a company let, short-assured tenancy or assured tenancy.

Ending a Tenancy

If the Tenant wishes to vacate the property, they must give the landlord 28 days' notice in writing. They can issue this at any point after the tenancy start date. The Landlord is only permitted to end the agreement if one of the 18 grounds for possession apply. These are:

- Landlord intends to sell the let property.
- Let property to be sold by lender.
- Landlord intends to refurbish the let property.
- Landlord intends to live in let property.
- Landlord intends to use the let property for non-residential purpose.
- Let property required for religious worker.
- Tenant has a relevant criminal conviction.
- Tenant is no longer occupying the let property.
- Landlord's family member intends to live in the let property.
- Tenant no longer needs supported accommodation.
- Tenant has breached a term of the tenancy agreement.
- The tenant has engaged in relevant antisocial behaviour.
- Tenant has associated in the let property with someone who has a criminal conviction or is antisocial.
- Landlord has had their registration refused or revoked.
- Landlord's HMO licence has been revoked.
- An overcrowding statutory notice has been served on the landlord.
- Tenant is in rent arrears over three consecutive months.
- Tenant has stopped being — or has failed to become an employee.

Further information is available on this upon request.

This information will differ if the tenancy is a company let, short-assured tenancy or assured tenancy.

Wrongful Termination orders

If your tenant has left the property and they believe that they have been misled in doing so, they can apply to the First Tier Tribunal of Scotland for a wrongful termination order to be granted against you.

You can have a wrongful termination order granted against you if the Tribunal decides that you have misled the tribunal into granting you an eviction order or if you have wrongly made the tenant leave the property.

If a wrongful termination order is awarded against you, you may be ordered to pay the tenant a payment, of no more than the equivalent of six months rent usually.

If a wrongful termination order is granted against you, the tribunal will also send a copy to any local council where you are registered as a landlord.

This information may differ if the tenancy is a company let, short-assured tenancy or assured tenancy.

Evictions

If the Tenant does not vacate the property when asked to by the date on the Notice to Leave / Notice to Quit / AT6 documents, the Landlord or Agent is required to apply to the Housing and Property Chamber to have the Tenant evicted.

Applications to the Housing and Property Chamber are free of charge although costs usually apply if you wish for us to apply to the First Tier Tribunal on your behalf. The Housing and Property Chamber hearing will be run and determined by a panel comprising of a legal member who specialises in tenancy legislation and at least one ordinary member.

All eviction grounds are now discretionary, and the tribunal will only issue an eviction order if they believe it to be reasonable to do so.

This information may differ if the tenancy is a company let, short-assured tenancy or assured tenancy.

Further Information

Much of the information contained within this guide is that contained within the Repairing Standard (Housing (Scotland) Act 2006 and the Private Housing (Tenancies) (Scotland) Act 2016.
Links to these sources are shown for you below;

Guidance for private sector landlords on the Private Housing (Tenancies) (Scotland) Act 2016;
https://www.gov.scot/publications/private-residential-tenancies-landlords-guide/

Repairing Standard: statutory guidance for private landlords;
https://www.gov.scot/publications/repairing-standard-statutory-guidance-private-landlords/

Services We Offer

Option 1. Set-Up Only

An inspection of the property will be carried out, advice on rental level and market conditions given and the best way to approach the letting in general will be discussed without any obligation to proceed. We will advise Landlords on their responsibilities with regards to any legislative certification. Property details will be included on our website and mailing lists. Viewings can be arranged, either accompanied by our staff or by appointment with the Landlord.

Applicants shall complete application forms to allow us to submit an offer for the Landlord's approval. Credit references along with references are sought which may include bank or credit check, employer/company, character, guarantor or previous Landlord. The Tenancy Agreement, supporting documents and any guidance notes will be prepared and thereafter executed. An inventory can be prepared also. The first month's rent and deposit will be collected and the deposit forwarded to the Landlord (for lodging with an approved Tenancy Deposit Scheme).

Any rent or funds held will be remitted under deduction of Peterkins charges to Landlord. The Landlord is thereafter responsible for the collection of all subsequent rental payments and the supervision and maintenance of the property, together with and return of the Tenant's deposit at the end of the tenancy agreement.

In all cases, advice on current legislation involving residential leasing will be available including those matters covered in the foregoing section.

Option 2. Full Management Service (Recommended)

This service is specially formulated for a landlord who prefers a full professional service or is not based locally. In addition to the set-up only service detailed above, this service also includes:

- Arranging for the Landlord's gas, electricity and council tax accounts to be read and closed at the commencement of the tenancy and notifying the relevant authorities of the new occupant. The Landlord's closing accounts are either settled out of rent received or directly by the clients.

- Formal inspections of the property are arranged with written reports prepared and sent to the Landlord. Any findings are dealt with as appropriate.

- Reporting on and attending to all repairs or problems arising throughout the tenancy quickly and efficiently, subject a ways to specific instructions from the Landlord. Emergency repairs may be carried out prior to instruction when deemed expedient and in the best interests of the Landlord.

- Where appropriate, obtain, renew and review the Gas Safety Certification, Portable Appliance Test (PAT), Legionella Risk Assessments, Electrical Installation Condition Report (EICR), Energy Performance Certificate (EPC) and Private Water Supply Tests (if required).

- Set-up accounting procedure with regard to collection of rent, deducting commissions and outlays and thereafter remitting the balance on a monthly basis. A statement is issued each month (upon receipt of rental payment or as necessary) detailing all intromissions and providing copies of any relevant invoices. These can be used for annual tax accounting.



• On the termination of the tenancy, arrange the inventory check out and meter readings, report to Landlord and Tenant. Ensure all other outstanding matters are finalised and that the property is fit for re-let.

• A deposit (usually the equivalent of one month's rent) is taken by us and submitted to an approved Tenancy Deposit Scheme for the duration of the tenancy. Should deductions be necessary for any damages, this will be calculated at the end of the tenancy and a submission made to the relevant Tenancy Deposit Scheme. Whilst we insist on careful and conscientious use of the property by all Tenants, Landlords must always make allowances for a certain amount of wear and tear, particularly if the property is let for a number of years. Any deposit deductions to be negotiated and presented by us to the tenant and the Tenancy Deposit Scheme.

• To assist in the smooth running of the tenancy, a comprehensive Client Property information Form is provided to the Landlord for completion prior to the commencement of the tenancy, along with our Property Management Terms and Conditions.

Please contact a member of our team should you wish to discuss any tailored packages.



Our Firm

Peterkins is a north east firm of solicitors, estate agents and financial advisers. Our head office is based in Aberdeen and we have offices in Inverurie, Huntly, Keith and Alford. We can trace the history of our firm back over 100 years meaning that we are well-established and well-respected within the business community and by the public at large.

We are a multi-service firm providing a wide-range of legal, property and financial services all under one roof. By dealing with all our clients' business and personal matters, we can establish key relationships and in turn, provide a personalised service focused on specific client needs and requirements.

Our range of services include:



For further information on the range of services we offer across the legal, property and investment spectrum, please visit our website:

www.peterkins.com

Client Testimonials

"I was very impressed with your services and your team. This is the third property I have bought and sold since moving to Aberdeen and the first time I've used Peterkins. Whilst other firms have been competent, yours was excellent. I just felt this process was really given a level of client care and management that went beyond the usual. Thank you to you and your team. I shall certainly recommend your services."

Mr & Mrs K, Aberdeen

"Absolutely excellent service from start to finish. No hesitation to recommend Peterkins and we will certainly be using Peterkins for all future legal work. Thank you."

Mr & Mrs B, Huntly

"I phoned several firms to discuss conveyancing and get quotes. Mr MacDonald was by far the friendliest and most helpful hence we picked Peterkins. Having bought and moved house several times this purchase was by far one of the best. If we ever need to buy or sell property again we will most certainly come back to Peterkins as the service was excellent."

Dr & Mrs T, Aberdeen

"I appreciate very much your advice, guidance and assistance with any enquiry that I had. I would not hesitate in using your services again."

Mr & Mrs M, Ferryhill, Aberdeen

"I was with another solicitor but they lost out on 2 properties. So I tried Peterkins and they are much more professional. They keep you informed all the way through. Very helpful. This is my third property with Peterkins and I am very happy with the service."

Mrs R, Garthdee, Aberdeen

"Great service. Made process as smooth as possible. Happy to spend time answering queries."

Mr & Mrs H, Portlethen

"I felt that my solicitor made everything clear and easy. This was my very first purchase, or need for a solicitor, and I expected things to be complicated and difficult. It was anything but! I would definitely use Peterkins again."

Miss R, Aberdeen

"We sold our last house with Peterkins and we were very happy with the services provided. So we decided to continue with Peterkins to purchase our new home."

Mr & Mrs C, Laurencekirk

"Always helpful, efficient and polite in previous transactions- we always feel confidence in Peterkins."

Mr & Mrs E, Cults



Peterkins Property Leasing

01224 428050

100 Union Street, Aberdeen, AB10 1QR

Also at:

60 Market Place
Inverurie
AB51 3XN
01467 672800

3 The Square
Huntly
AB54 8AE
01466 799352

186 Mid Street
Keith
AB55 5BQ
01542 882537

Letting Agent Registration Number: LARN1805006
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