

Obligations of Landlords

Prior to HudLets marketing a property, the Landlord is required to prove the following:

- 1.1 That he/she is the sole or joint owner of the property and has the right to rent out the property under the terms of the mortgage or head lease
- 1.2 That permission to let has been granted by the mortgagee
- 1.3 That the buildings insurance company has been informed of the intent to let
- 1.4 That the property in good lettable condition
- 1.5 Where the tenancy is an Assured Short hold Tenancy, that the landlord when holding a dilapidations deposit ensures that the deposit is protected by one of the three statutory tenancy deposit schemes within 14 days of receipt
- 1.6 That the property has an up to date Energy Performance Certificate.

As a Landlord you have a statutory obligation to:

- 2.1 Maintain and repair the property (section 11 Landlords and Tenants Act 1985)
- 2.2 Give your address (section 1 and 2 Landlords and Tenants Act 1985, Sections 47 and 48 Landlord and Tenants Act 1987)
- 2.3 Not to harass or unlawfully evict the tenant (Protection from Eviction Act 1977)
- 2.4 Give the tenant the required notice when seeking possession (Housing Act 1988 as amended Protection from Eviction Act 1977)
- 2.5 Ensure that the furniture and furnishings comply (Furniture and Furnishings, Fire, Safety Regulations 1988 as amended 1993)
- 2.6 Ensure that the gas and electrical appliances and supply are safe (Gas Safety Installation and Use regulations 1998 and Electrical Equipment Safety Regulations 1994)
- 2.7 Commission an EPC before any marketing of the property begins and to provide the EPC to the eventual tenant free of charge

As a Landlord you have a contractual obligation to:

- 3.1 Allow the tenant to terminate the tenancy if the property becomes uninhabitable
- 3.2 Maintain adequate buildings and contents insurance
- 3.3 Maintain electrical and other appliances provided in the property
- 3.4 Allow the tenant to live peaceably in the property
- 3.5 Abide by any other requirements outlined in the tenancy agreement and terms of business.