

Butler Sherborn

The Cotswolds Property Specialist



LETTING THROUGH BUTLER SHERBORN LLP

Butler Sherborn's residential lettings department is one of the largest in the Cotswolds and Oxfordshire. We specialise in period and country properties through to town houses and apartments.

The relationship with our landlords is of prime importance to us and we look to provide a premier service based on honesty and experience in our field.

If you have any queries about letting a property through Butler Sherborn LLP, please do not hesitate to contact our knowledgeable and friendly staff who will be more than happy to answer any questions you may have.

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Free Market Appraisal

Whether you contact Butler Sherborn LLP as a new or existing landlord to the business, our staff will make an appointment to visit the property and give you a current market appraisal. Our fees and recommendations for letting a property will be sent to you following our visit.

Once you confirm instructions to let the property, we will upload details onto our website links, prepare initial property details and mail these details to selected applicants on our database. A short list of potential tenants will be contacted immediately. We arrange and accompany viewings, negotiate offers and, on acceptance of an offer by you, we will apply for references and prepare a draft tenancy agreement.

References: Any prospective tenant is required to complete our standard application for a Tenancy Form – giving details of each adult who will be living in the property. Full referencing will be undertaken by an independent referencing company. All references are passed to a landlord for approval, prior to a tenancy being agreed.

Rent and Deposit: We arrange collection of the first month's rent and deposit prior to commencement of the tenancy. The rent thereafter is set up to be paid monthly in advance by Standing Order, direct into the landlord's or managing agents designated account.

The industry recommends maximum deposit, which can be taken is equivalent to 5 weeks rent, which is held in an interest bearing account in the tenants name within Butler Sherborn LLP under the terms of the Tenants Deposit Scheme (AST's) and repayable on expiry of the tenancy subject to written agreement from both Landlord and Tenant.

The Tenancy Deposit Scheme: The Housing Act 2004 made provision for the protection of tenant's deposits and the resolution of disputes. Butler Sherborn LLP is a member of the Tenancy Deposit Scheme through The Dispute Service. Full details of the scheme will be made available to potential tenants and can be found on www.thedisputeservice.co.uk

The Tenancy Agreement: For all rents under £100,000 per annum a standard Assured Shorthold Tenancy agreement is produced, for a minimum term of 6 months and can be up to 3 years. All rents of £100,000 per annum or over, are covered by our standard Residential Tenancy Agreement, under the same terms as above. Our standard Tenancy Agreements have clauses relating to the following subjects, and therefore in preparation for a tenancy you may wish to be aware of these;

Septic Tanks: We recommend that any septic tank is emptied prior to commencement of a tenancy, if it has not been organised by a previous tenant or a record kept by the landlord to show when it was last emptied. It becomes a tenant's responsibility once a tenancy has commenced to ensure it is emptied once every year, or more frequently if necessary.

Chimneys: If consent is granted to the Tenant for the chimney/s to be used during the Tenancy, the Landlord is required to ensure that the chimney/s are safe to use and is swept at the start of the tenancy, periodically throughout the term of the Tenancy or if a Tenancy is less than one year, at the end of the tenancy.

Boiler Servicing: Central heating boilers or other installations providing space heating or water heating should be serviced before a tenancy commences or be shown to have been serviced regularly. It then remains a landlord's responsibility to service the boiler during the tenancy.

Aga/Oil Fired Kitchen Range: This should be serviced by the landlord prior to commencement of a tenancy. It then remains a landlord's responsibility to have it serviced to the manufacturers recommendations during the tenancy.

Installations and Drains: Installations for sanitary conveniences together with drains, gutters and external pipes should be in good working order and free from blockages or growth in readiness for a tenancy.

Utility Accounts and Insurance: The tenant is required to set up the utility accounts in their name and is responsible for insurance of their own contents. You should inform your Insurers that you are planning to let the property and you may wish to consider additional insurance to cover carpets and your contents if applicable.

Fire Extinguishers: Your insurance policy may require fire extinguishers to be provided for a tenancy and it is advised that you check your policy if you are unsure.

Mortgage: If the property is mortgaged you are required to have authorisation from the mortgage company to let. We would require a copy of this authority for our files.

Smoke Alarms: The fitting of battery smoke alarms is highly recommended, and a qualified electrician will be able to recommend the positioning of these.

Garden: Any garden area should be tidy with fences and hedges in good repair.

Operational Manuals: We advise that an information and equipment manual is left in the property which will guide a new tenant through any initial problems. Where possible this should include operating manuals for washing machines, dishwashers, boilers, etc.

Cleaning: We recommend that a property is professionally cleaned, to include carpets, windows and curtains in readiness for commencement of a tenancy. If this is the case a tenant is required to hand the property back in a similar condition on expiry of their tenancy.

Schedule of Condition and Inventory: Prior to the start of a tenancy, we recommend an independent Inventory Clerk visits the property and prepares a report detailing the condition of the house and contents, to include a schedule of photographs. This document is sent to the tenant and they have 7 days to add any comments they feel necessary, sign and return it to Butler Sherborn LLP. This document is then held on our files for future reference and a copy forwarded to the landlord, for their records. The cost of arranging the Inventory Clerk's inspection is split between landlord and tenant.

Full Management Service: We can provide a full management service to include rent collection, quarterly inspections, arranging minor works etc. The management service is tailored to suit each individual landlord's requirements and if instructed we can discuss fully the exact terms that we can manage your property.

Check Out: On expiry of a tenancy we recommend an Inventory Clerk return to the property and carry out a full Check Out inspection, referring to the original signed Schedule of Condition and Inventory. The cost of any Check Out inspection by the Inventory Clerk is borne by the landlord. The report is forwarded to both the landlord and tenant for agreement. Butler Sherborn LLP will only release the deposit on receipt of signed authorisation from both the landlord and tenant confirming agreed deductions, if any, to be made from the original deposit. Should agreement not be reached between landlord and tenant – the issue is then referred to The Dispute Service for settlement and court action if necessary.

Arranging the Check Out inspection, forwarding the report and dealing with release of the deposit to either the tenant, landlord or The Dispute Service is a variable charge depending on the size of the property. Please contact us for fuller details of this. This charge is payable on receipt of an invoice from Butler Sherborn LLP.



www.butlersherborn.co.uk