

Rent with Confidence

Bristol City Council, along with other councils in the West of England, has relaunched the Rent with Confidence scheme that aims to help people find good quality accommodation.

South West Landlords Association, aided by Plymouth City Council's then Private Rented Sector Manager became founder members of the scheme. After some adjustments which took into account tenants concerns, an updated Code of Conduct was agreed prior to the relaunch.

The rental standard has been approved by the four West of England local authorities of Bath and North East Somerset, Bristol City, South Gloucestershire and North Somerset. It has also been approved by Plymouth City Council.

Approved organisations who conform and are eligible to use the scheme, in addition to the South West Landlords Association include the Royal Institute of Chartered Surveyors and accredited members of the RLA and NLA.

By becoming a member of the scheme, landlords will demonstrate that they are compliant and show prospective tenants they are responsible landlords.

There are incentives available to members such as discounted rates for some licensing schemes. See www.westofenglandrentalstandard.co.uk for full details.

South West Landlords Association, as founder members of the scheme, were able to influence the formulation of the policy and code of conduct.

SWLA's accreditation scheme (which includes a one-day landlord training course) was readily accepted as being a recognised quality standard.

As an association, we aim to improve landlords' awareness of their responsibilities by education and assistance. Many of the problems arising in a landlord's portfolio could be averted if an understanding of responsibilities and rights were understood prior to granting tenancies and taking deposits. Over six hundred people have attended SWLA accreditation training with more than half becoming accredited landlords. Knowledge gained on the course is invaluable in running your rental business successfully and becoming a responsible landlord.

SWLA Landlord Training in Plymouth

Monday 9th October 2017 – 2 half day courses

AM; 9:30 – 12:30 – Repossession Procedures

PM; 13:30 – 16:30 – Compliance

(Cost for SWLA members, £35.00 per half day course or £65.00 for full day)

Thursday 26th October 2017

Landlord Accreditation Course

(Cost for SWLA members, £65.00)

DON'T MISS OUT! BOOK EARLY AS NUMBERS ARE LIMITED.

Please see our website for further details – www.landlordssouthwest.co.uk.

Beware of Bogus Insurance Brokers

The following advice has been received from Bateman Group (Landlord Insure UK) who are specialists in providing insurance and financial advice.

Action Fraud have recently received many reports from members of the public who have responded to written posts, pages, pictures and adverts on social media platforms offering varying types of insurance cover at desirable prices.

However, once money has been transferred to the fraudsters posing as insurance brokers, a number of consequences have been reported.

In some cases, contact has been severed with the victim altogether and there is no further communication. In other cases, insurance has initially been purchased on behalf of the victim only to be immediately cancelled with the insurer; this means that bogus insurance brokers can forward voided paperwork or email concerning insurance cover to the unsuspecting victim and pocket any refunded insurance fees.

The Devon and Cornwall police offered members of the public the following advice:

- Though many genuine insurers and insurance brokers operate on social media platforms they may also have their own websites and physical locations. It is good practice to conduct further research regarding any company offering insurance services, especially when the initial advert or contact is via social media.
- If an insurance broker claims to be accredited with a good practice organisation don't just take their word for it, be sure to contact the respective organisation directly and check their database or make an enquiry. To check that your insurance is valid, contact the insurer directly to verify the details.
- Use the Financial Conduct Authority's website (<https://www.fca.org.uk/firms/financial-services-register>) to check if an insurance broker is authorised.

Please see the 'SWLA Insurance' section of our website if you would like a free no obligation quote from either of our preferred insurance brokers. When calling, remember to advise that you are a member of the SWLA.

Giving Section 21 notices, when does the notice need to be longer than two months?

If your tenant is on an Assured Shorthold Tenancy which is not in its initial fixed period, it automatically rolls on as a contractual periodic tenancy. Here is an example of when you would need to give longer than the 'minimum 2 months' notice'.

A landlord wants to evict his tenant. This tenant pays rent every six months and is now on a contractual periodic tenancy. Where a tenancy continues as a contractual periodic tenancy, a Section 21 notice must still match up with the rental periods even though it no longer needs to end on a specific day. What this means is that, where tenancy periods are longer than two months, the landlord needs to give a longer notice to match.

So, where the tenant pays quarterly on a contractual periodic tenancy, they must give no less than three months' notice.

Where the tenant pays every six months, the notice must be no less than six months long.

Most landlords have one month rental periods but if your tenant wishes to pay 6 monthly, the best solution to avoid long notice periods is to take five months' rent upfront and then take the final rent payment as a month.

By the terms of this contract and by the law for statutory periodic tenancies, the payment periods of the contractual continuation are defined by the last rent payment taken in the fixed term.

This means that rent would be due monthly from that point on, and the Section 21 notice they could serve would only need to be a period of 'no less than two months'.

Further Tightening on Landlords Borrowing

From 30th September 2017 new lending rules* come into play which mean lenders will be required to adopt a specialist underwriting approach for Portfolio Landlords. A Portfolio Landlord will be any landlord who owns **four** or more mortgaged Buy-To-Let (BTL) properties.

One of the reasons behind the new process is that the PRA* (see below) has found that the rate of arrears increases as a landlord's BTL property portfolio increases.

The PRA does not prescribe exact requirements but provides guidance, which includes:

The lender's knowledge of the borrower

The borrower's experience in the BTL market, their full portfolio of properties and outstanding mortgages

The borrower's alternative sources of income, assets and liabilities, including any future tax liability on rental income

The merits of any new lending, taking into account their existing BTL portfolio, together with any business plan, and

Historical and future expected cash flows associated with all the borrower's properties

Impact on Landlords

Lenders will likely request income and mortgage details on all properties in a BTL portfolio every time they re-finance one, or purchase a new property. This contrasts with most lenders current policy of assessing a buy-to-let mortgage application based on the rental income and value of just the property they are lending against. This will cause problems for landlords when refinancing a property in a portfolio which is performing well but the application is affected by another property that is underperforming.

These changes will likely cause a large increase in work for lenders with a longer and more complex underwriting process. This may lead to some lenders pulling out of this area of the market meaning less competition, or increasing application fees and/or interest rates.

Some lenders will bring these changes in ahead of the deadline but will honour applications accepted prior to their chosen inception date. Those who will be classed as Portfolio Landlords and are able to refinance before the changes are implemented may benefit from reviewing their mortgages now.

Bridging loans, holiday lets, property commercial lending, and corporate lending are exempt from the changes.

*Prudential Regulation Authority's (PRA) Supervisory Statement 13/16 Underwriting Standards for buy-to-let mortgage contracts.

Article submitted by Excaliber Associates (tel; 01752 34183) who are Independent Financial Advisors. They are happy to support our members with insurance quotes and independent financial advice. See the SWLA trade directory online for more information.

Landlord Fined for Failing to Maintain Gas Appliances

A landlord has been fined over £15,000.00 after failing to maintain gas appliances at his property in Haverfordwest. The Landlord was visited by Pembrokeshire Council in 2014. In February 2015, the same premises was visited by British Gas who discovered that the fire and the boiler were 'immediately dangerous' and that the resident of the property was at risk of harm.

An investigation by the Health and Safety Executive found that the landlord had failed to obtain a Gas Safety Record over a period of time. Despite several letters and improvement enforcement action by HSE the landlord still did not obtain a Gas Safety Record. He eventually got one once being cautioned and invited for interview.

The landlord pleaded guilty and was fined £15,290.00 and ordered to pay costs of £2500.00.

SWLA cannot stress enough how important gas safety compliance is.

Minimum Energy Performance Ratings

As from the 1st April 2018 there will be a requirement for any properties rented out in the private rented sector to normally have a minimum energy performance rating of E on an Energy Performance Certificate (EPC). The regulations will come into force for new lets and renewals of tenancies with effect from 1st April 2018 and for all existing tenancies on 1st April 2020. It will be unlawful to rent a property which breaches the requirement for a minimum E rating, unless there is an applicable exemption. A civil penalty of up to £4,000 will be imposed for breaches.

How should landlords prepare?

Find out the current EPC rating of all of your rented properties. It is a legal requirement for you to have an EPC before you market your rental property. The EPC lasts for a period of ten years. You can print the certificate from the EPC register online; www.epcregister.com.

If you have properties with a rating of F or G, the new regulations will impact you. Don't panic! The exemptions mean that only appropriate, permissible and cost effective improvements are required. Also, the landlord will not face upfront or net costs for the improvement works. There will be Government guidelines published for Landlords to clarify the rules and their obligations.

The New Green Deal

Now, thanks to two private investment companies, the Green Deal is back. They have a substantial nine-figure sum ready to finance more thermal improvements.

If you would like to enquire about the possibility of funding energy improvements on your property or if you need general information on energy saving, you can call the Energy Saving Advice Service on 0300 123 1234 or visit the following website for more information; <https://www.gov.uk/green-deal-energy-saving-measures>

SWLA General Meeting, Wednesday 18th October 2017, 7.30pm – 9.30pm

Duncan Banks from IU Energy will be one of our speakers at this general meeting. Duncan will be discussing the Minimum Energy Efficiency Standards and what this means for our members.

Making Tax Digital, Good News for Landlords

Making Tax Digital was announced by then-Chancellor George Osborne in the 2015 Autumn Statement. Its aim was to digitise the tax system with the self-employed, small businesses and unincorporated landlords needing to keep digital records and use software to update HMRC quarterly.

The controversial plans were delayed by the snap election earlier this year, as the Government had to drop them from the Finance Bill in order for it to be passed before Parliament was dissolved.

With the plans having faced criticism from MPs, the Treasury Select Committee, businesses and professional bodies including Landlord Associations, the Government on 13th July, announced a welcome U-turn on the extent of the Making Tax Digital requirements.

The changes announced by the new Financial Secretary:

Businesses will not be mandated to use the Making Tax Digital system until April 2019 and then only to meet VAT obligations. This will apply to businesses with turnover above the VAT threshold (currently £85,000).

Businesses with turnover below the VAT threshold will not be required to use the system but can choose to do so. Businesses will also be able opt in for other taxes, benefitting from a streamlined, digital experience.

The Government will not widen the scope of Making Tax Digital beyond the VAT threshold before the system has been shown to work well, and not before April 2020 at the earliest. This will ensure that there is time to test the system fully and for digital record keeping to become more widespread.

Regaining Possession

Would you know how to regain possession of your property?

There may be times when you may need to seek possession of your property for example if your tenants are in arrears or your property has been damaged through anti-social behaviour. You may even wish to regain your property through no fault of the tenants.

Most landlords want sustainable long-term tenancies, but there are close to 200,000 possession claims issued each year and if things took a turn for the worse, would you know how to go about seeking possession?

What are your options?

You must serve notice on your tenants in order to claim possession. If your tenants have signed an Assured Short-hold Tenancy (AST), there are three options open to you.

- Section 21(S21)
- Section 8 (S8)
- Surrender of Tenancy by the tenant

Section 21

This route gives you the right to possession at, or after, the expiry of the tenancy fixed term. You must give at least 2 months' notice to the tenant by serving the tenant a valid Section 21 Notice (always give a few days extra to allow for service of the notice). Remember, you are not automatically entitled to possession upon expiry of the fixed term of the tenancy unless you have issued a Section 21 notice. The Section 21 route means there is usually no need for a court hearing so it is likely to be less hassle. However, using a Section 21 procedure means you won't be able to make a money claim, so if there are significant arrears it won't help you reclaim the outstanding rent.

In order to serve a valid Section 21 notice the following statements must apply;

- The tenancy must be an Assured Shorthold Tenancy
- If a deposit has been taken, it must have been lodged within 30 days and the tenant (plus anyone else who may have contributed to the deposit) must have been provided with the deposit documentation.
- If the tenancy started or was renewed on or after 1st October 2015, you need to have provided a valid Gas Safety Certificate (which needs renewing annually), an Energy Performance Certificate for the property, and the newest version of the How to Rent Guide.
- All tenants must have lived in the property for more than four months.
- Notice must not end during the fixed term unless there is a valid break clause.

Section 8

You can serve a Section 8 notice if the terms of a tenancy have been breached. You have the right to possession on 17 different grounds – most commonly rent arrears – and the length of the notice will vary upon the grounds on which you are seeking possession. Section 8 claims also allow for a money judgement to be obtained along with an order for possession, but can often be lengthy as they are likely to be defended by the tenant.

The most common Section 8 notice is served on the grounds of rent arrears. You would need to give at least 2 weeks' notice for this (always give a few days extra to allow for service of the notice). If your tenant pays rent weekly, they would need to be over 8 weeks in arrears (if your tenant pays rent monthly they would need to be over 2 months in arrears) at the time of serving notice and at the time of the court hearing. It is mandatory for the judge to give you possession of your property unless the tenant makes a valid counter claim due to a complaint about you or the property conditions.

Important things to consider when serving a Section 21 or Section 8

Where both Section 21 and Section 8 routes apply – such as when the tenancy is ending and there are also rent in arrears – it is often simpler and quicker to use the faster Section 21 route which will mean you're able to re-let your property sooner, especially if you're unlikely to recover money from your tenants in the long-run.

Remember;

- you can serve a Section 21 notice at the same time as a Section 8 notice and decide which one to proceed to court depending on the circumstances.
- always take a copy of any notices sent to a tenant
- complete a separate Certificate of Service form and keep this for your records, this records the time, date and method of service
- always round up your notice period ie. Section 21 give 2 months and a few days' notice, Section 8 on the grounds of rent arrears give 2 weeks and a few days' notice.
- once notice is served, as always, do not appear to be harassing your tenant in any way. Give at least 24 hours' notice if you must visit them for any reason and address any maintenance issues that are reported promptly, as you always would.

Surrender of Tenancy by the Tenant

If your tenant has a fixed term tenancy but wants to terminate this before the end of the term, they can only do this legally;

- with your agreement, or
- if this is allowed for by a break clause in the tenancy agreement and the tenant has followed any requirements for giving notice specified in the tenancy agreement.

If you do not agree that the tenant can break the agreement early or if the tenancy agreement does not allow the tenant to terminate early, the tenant will be contractually obliged to pay you rent for the entire length of the fixed term. If the property is handed back to you regardless, you have a duty to try and mitigate the tenant's loss by re-letting the property. Reasonable re-letting costs can be charged for this. Once a new tenant has been found, you must not double charge for the same period.

Once the fixed term has ended, a tenant can leave the property and hand back the tenancy with no notice. If the tenant remains in the property, the terms of the fixed term Assured Shorthold Tenancy agreement continue from one rent period to the next, this is called a statutory periodic tenancy. The tenancy will continue to run on this basis until you replace it, the tenant surrenders the tenancy or you seek possession through the courts.

If you have any queries about regaining possession of your property, call the SWLA office and we will talk you through your options. SWLA run regular landlord courses where you can learn more about regaining possession of your property.

The Importance of a Good Property Inventory

Property inventories are an essential and important part of property letting. A property inventory is an itemised list of the property, everything in the property and its condition prior to a tenant moving in. The idea is that you prepare a property inventory then use it to check the property for damage when the tenant moves out.

What is a Property Inventory?

A property inventory must be prepared by the landlord, a letting agent or an Independent Inventory Clerk. The inventory is then signed by the tenant and landlord/agent to prove everyone has read the form and is happy with the contents. If a landlord finds any damage at the end of the tenancy or during a periodic check, estimates for damage repair must be obtained and a sum agreed for the repair or replacement. The tenant must be informed in writing.

It's Your Word against the Tenant

Problems often arise when a landlord carries out his/her own property inventory and there is insufficient detail in there to prove one way or another that that tenant has caused any damage. Your word against theirs simply won't stand up to scrutiny if the tenant refuses to pay for damage repairs.

Property Disputes

Landlord software will help you run a property business, but it can't protect you from property disputes if you haven't prepared a detailed property inventory. DIY inventories are a fast-track route into property disputes. To protect yourself, you may wish to have a professional property inventory carried out at the beginning of a tenancy. This will ensure the correct level of detail, backed up by high-resolution photographic evidence. Alternatively, there are many new inventory apps which assist you in getting a thorough, detailed inventory and saves all the documents for you and your tenant to have access to.

Kitchens are a Common Area of Dispute

Kitchens are the most commonly disputed area in a rental property. Chips in the worktops, pan burns, and damaged kitchen units are all hard to verify without photos to prove the condition prior to the tenant moving in. A thorough and detailed inventory protects both parties from unfair disputes.

Deposits

With a good inventory, if the tenant has caused damage, the tenancy dispute resolution staff will have a much easier job in checking the evidence that you supply to support your claim. Without a thorough inventory, it would be very unlikely that any of the deposit is awarded to you to cover your claim for damage if the tenant disputed that they were responsible for the damage.

Misinterpretation of Landlords Responsibilities Regarding Legionella

Some consultants and letting agents are using the revised L8 Approved Code of Practice to suggest that new legislation has been imposed on landlords of domestic rented properties for managing and controlling the risks of exposure to Legionella bacteria of their tenants. This is wrong, the legislation has not changed and misinformation/misinterpretation can impose unnecessary financial burdens on landlords where they are being charged for legionella testing and certificates they don't actually need.

There is a legal duty for landlords to assess and control the risk of exposure to Legionella bacteria, but Health and Safety law does not require landlords to produce or obtain, nor does HSE recognise a 'Legionnaires testing certificate'. Legionella testing or sampling is generally not required in domestic hot and cold water systems and then only in exceptional circumstances.

The law is clear that if you are a landlord and rent out your property (or even a room within your own home) then you have legal responsibility to ensure the health and safety of your tenant by keeping the property safe and free from health hazards.

For more information please see the HSE website www.hse.gov.uk

Thank you to Neil Hoppitt at The Bateman Group for the above article from HSE.

SWLA arrange Legionella training as part of accreditation CPD courses. Legionella proformas can be downloaded from the SWLA website.

Electrical Safety

What are your responsibilities as a Landlord when it comes to Electrical Safety?

Landlords are required by law to ensure;

That the electrical installation in a rented property is safe when tenants move in and maintained in a safe condition throughout the tenancy.

If your property is a HMO (House in Multiple Occupation) a periodic inspection needs to be carried out every 5 years. If your property is not a HMO you are NOT legally obliged to do this however we recommend that a periodic inspection and test is carried out on all rental properties by a registered electrician.

All appliances provided need to be safe and have a CE marking (which means that it meets all of the requirements of European Law).

SWLA hold regular courses hosted by NAPIT (National Association of Professional Inspectors and Testers) professionals. For more information on upcoming courses, please see the SWLA website.

SWLA Member Gains National Award

SWLA would like to congratulate Jacqui Courtier of Plymouth Homes in gaining 3 prestigious awards from the Estate Agent of the Year Awards. A gold award for the best letting agent in the South West as voted by landlords and the same gold award as voted by tenants. Also, a silver award for the best office in the UK for customer tenants.

Jacqui is a long standing member of the SWLA and a keen supporter of landlord/agent training and accreditation.

WINTER IS APPROACHING

Top Tips for Mould Removal and Prevention

Dry clothes outside

Wet clothes can be a major reason for damp and mould developing. From just one load of washing, over 2 litres of moisture is released into the air! Drying clothes outside may not be practical for everyone, as not everyone has access to an outdoor drying area. If you do need to dry your clothes indoors, ensure a window is opened to provide the much-needed ventilation that may prevent damp developing.

Open a window and shut the door!

If you are doing something that will release a lot of steam into the room, close the door and open a window. This applies to boiling a kettle, having a shower/bath, and cooking. If you have an extractor fan then this can really help to reduce the moisture, but closing the door will prevent the moisture from spreading into the other rooms of your house. If you don't have an extractor, be sure to open a window- especially in winter months where steam will condense on cool surfaces!

Furniture and Walls

Exterior walls are often slightly colder than interior walls and therefore more susceptible to damp and mould. Keep furniture away from these walls, instead placing them against interior walls. Another way to reduce your chances of mould is to leave a slight gap between all walls and furniture to leave room for air flow.

Declutter

Overfilled cupboards are a breeding ground for mould as there isn't much air-flow. Adopt the Japanese method by Marie Kondo, and declutter your life (and cupboards) for mould-free joy!

Smoke it out

If you are a smoker, then the first step towards a mould free house is to smoke outside. However it isn't just cigarette smoke that can affect your property – wood-fires, candles, even stoves can generate smoke which can contaminate the air. Ensure all sources of smoke have proper ventilation, and if possible cut down on the amount of smoke you create.

Cleaning Solutions for Mould Removal

First of all, please do not attempt to scrape away dry mould – especially if you have a respiratory condition such as asthma. Always work in a well-ventilated area, take regular breaks, and consider using gloves and masks to ensure your own safety.

Anti-bacterial spray

Regular cleaning of problem areas such as grout, sealant and window sills will go a long way to preventing mould or at least stopping in its tracks if it does start to appear. A good mould spray (wear gloves!) such as the one made by HG, can get rid of the most stubborn mould stains if it has already set in.

Clove/Tea Tree Oil

Both clove oil and tea tree oil can be used to rid yourself of mould. Clove oil can have a fairly strong smell, so if you don't like this you can use tea tree oil instead. If you buy the oil neat, mix half a teaspoon of oil with a litre of water. To use this method, spray some of the solution directly onto the mould, and leave for around half an hour. You should be able to easily wipe the mould off with a little more oil and water on a cloth.

Bicarbonate of Soda and Vinegar

In a jug mix an equal amount of water and white vinegar. Add in bicarbonate of soda (2 parts soda to one part vinegar water) and mix well to make a paste. Apply the paste to the mouldy areas and use a damp cloth to scrub at the mould.

If the mould persists....

You as landlord of the property may need to get an expert in to assess the cause of the mould and to see if a professional tradesperson is needed to make improvements to the structure of the property or to install a device to assist ventilation in the property. Please see the SWLA trade listing for local tradespeople who are happy to help SWLA members.

Cornwall Council successfully prosecute landlady for overcrowding her property

On 21st June 2017 at Truro Magistrates court, Cornwall Council prosecuted landlady Julie Stoddern of Camborne. She pleaded guilty to the offence of failing to comply with a Prohibition Order served by Cornwall Council under Section 20 of the Housing Act 2004. Ms Stoddern was fined £500.00 and ordered to pay costs of £500.00 to Cornwall Council with a victim surcharge of £50.00. The prosecution informed the court that the Council had concerns that the overcrowded property was known to have a negative effect on the community and put at risk the health and safety of the occupiers.

Cornwall Council served a Prohibition Order on Ms Stoddern in 2012, she was not to permit more than 5 occupants in her property. The Prohibition Order was served due to the property being overcrowded.

In February 2017 Ms Stoddern was found to have at least 9 occupiers at the property including herself.

Landlords or property agents who wish to know more about their legal obligations are encouraged to contact the private sector housing team in their local council.

Facebook

For any of our members who use Facebook, we now have a SWLA Facebook page where we share events and news stories. Search for us by typing in 'South West Landlords Association'.

Membership Fees/Introduce a Friend

Membership fees for 2017/2018 have increased from £40 to £45. Renewals are due on 1st November 2017. This year we are offering existing members a discount on their membership fee if they introduce a friend (conditions apply). The discount offer will be extant, on renewal if early, and for the first 30 days of the membership renewal year (i.e. 1 November – 30 November).

Friends membership would be £45 for the year with the introducer getting a £15 discount, (£30). We will need to confirm that the new membership is paid for prior to the discount being approved.

Courses

SWLA host regular landlord training courses. Please see our website for further details.

Modify your coin meter for the new £1.00 and risk a fine

If you have any properties which have coin sub-meters to charge for gas and electricity they will not work after 15th October 2017 when the old £1 coins cease to be legal tender. Some landlords and agents may think about removing/modifying the meters to accept the new £1.00 coin. Reinstalling these meters after a modification or repair is illegal. The legislation was brought out in October 2016 to make it illegal to 'put in use' a non-MID approved meter to measure gas or electricity consumption.

To find out if your meter is MID approved, look for the markings which consist of 'CE' followed by 'M' then the year of manufacture ie. '12' which would mean 2012. These markings would be followed by a 4 digit code to represent the body that approved and verified the meter.

For further information, please see the gov.uk website; www.gov.uk/guidance/mid-approved-gas-and-electricity-meters

Grenfell and Fire Safety

We are advising members to check white goods in the wake of the devastating blaze in London's Grenfell Tower. Police confirmed that a Hotpoint FF175BP fridge freezer was the initial source of the blaze. The product, which was manufactured between 2006 and 2009, has not been subject to product recalls and this testing will establish whether any further action is required.

Consumers who believe they may own a Hotpoint fridge freezer model number FF175BP (white) or FF175BG (grey) should call Whirlpool Corporation's Freephone hotline on 0800 316 3826 for advice. The model and serial number is usually located on a sticker behind the salad container.

We advise all landlords to check all appliances they provide to tenants to ensure they are not subject to a recall or in need of modification. There are various recall websites, but registermyappliance.org.uk not only allows users to check their goods, but also allows them to register white goods and appliances, sending alerts of any recall or repairs programme.

People with concerns about product safety can also call the Citizens Advice consumer service line on 03454 040506 or government helpline on 0300 1231016.

Landlords have a responsibility to try and ensure as far as we can that our tenants lives are not put in danger by preventing the devastating effects of fire.

We would still recommend our members take a moment to read the following tips from Charlie Pugsley, head of Fire Investigation for London Fire Brigade:

Make sure all appliances are registered with the manufacturers
Check your appliances against the recall list
Visually check your appliances – you don't need to be an electrician to see if wires are damaged or a control panel is broken.

Tell tenants to flag up any unusual noises or smells and get them checked out.
Don't leave fridges or freezers in communal areas such as hallways

Fire Safety Legislation Reminder

- Check if you need to have a Fire Risk Assessment, if there are shared common parts you will.
- Do you have a smoke detector on every storey and do you check them when each new tenant moves in?
- Are all fire doors in good condition and working order?
- If you have a mains fire detection system, has it been checked in accordance with the relevant British Standard.
- Do you have a clear fire evacuation procedure in your property and do all your residents know what to do in the event of a fire?
- If the property is licensable then the fire safety requirements are set out in the licence conditions and must be complied with.
- Are the means of escape (normally stairs) free from obstruction, flammable materials and white goods?
- Check the electrical safety of appliances. The Health and Safety Executive (HSE) gives guidance on this.
www.hse.gov.uk

