



## **BALMA – AIMS AND OBJECTIVES**

The Council Committee of BALMA are nominated to serve the Association by a democratic vote of all members. The Association are a non-profit making body whose aims are to provide a common voice in the service of its members.

Bristol Agents have combined together to form BALMA, the purpose of which is that Letting and Management Agents are seen voluntary to be organising themselves to create a common bond of association.

### **THE ASSOCIATION – AIMS AND OBJECTIVES**

To:-

See that members give a fair and honest service to the general public and abide by the Association's Constitution, Membership Rules and Code of Ethics.

Provide information to members on current facts and affairs relating to Management and Letting Agents by way of a quarterly Newsletter.

Organise Lectures, seminars and training on all levels, both for the training of staff and to inform of trends in the market place.

Represent its members to Local and Central Government and all associated departments.

Stimulate and encourage the inter-communication of members by association and meetings.

Investigate and research in existing and new areas of business for the improvement of its service.

Assist where possible all members in the pursuance of their business.

Affiliate and/or communicate with other associations in common with BALMA aims and objectives.

### **Associate Member**

As an Associate Member, you are contributing to a cohesive organisation with your future in mind.

There is no official representation to Government for the private sector Letting and Managing Agents, therefore, if you wish to have a say in future policy and legislation affecting this sector then we need your affiliation to give that voice.

# GUIDE TO AGENCY PRACTICE

## AGENT TO LANDLORD

**To Provide** written terms of business.

Such terms should include:

- a) Fee structure.
- b) Procedures for transfer of rental receipts to Landlord.
- c) Specific details of management service.
- d) Any ancillary costs i.e. Inventories, Agreements, Rent reviews, Telephone charges, etc.
- e) Responsibility under the Assured Shorthold Tenancy Agreements.
- f) Modus operandi including inventory services, the taking up of references, void periods, etc.

**To** take up adequate and satisfactory references on each prospective Tenant. (In the case of an agent dealing with a multi-national or large (PLC) Corporate Tenant, the Association recognises that references on such companies would never contain any confidential information regarding the liquidity of the company. However, an agent must obtain a reference from the multinational or large (PLC) Corporate Tenant on the suitability of their occupant).

That a deposit is collected from the Tenant against possible dilapidation's and/or breach of contract by the Tenant, In the case of a 'Company let' then a letter of indemnity instead of a deposit may be held where considered appropriate.

That the Landlord is advised to compile or have compiled an inventory of the property.

That the Landlord has either agreed to or otherwise given authority for the letting prior to the Tenant taking occupation.

That rental received is processed and transferred to the Landlord (less deductions as set out in the Terms of Business) as soon as administratively possible once the Tenant's payment has been cleared or as agreed under your terms of agreement with the Landlord.

**To provide** regular rent statements in accordance with the stated Terms of Business.

**NOT TO** erect any letting boards without the prior consent of the Landlord and to observe appropriate restrictions.

**TO INFORM** the Landlord in writing of any later or non-payment of rent by his Tenant no later than 30 days after the (rent) due date.

**TO ENSURE** that the Tenant receives any appropriate Statutory Notice, signs the Tenancy Agreement and that all initial Monies are paid BEFORE taking possession of the property.

**TO MAKE** the Landlord aware of all sensible offers received from prospective Tenants on his property until such time as an offer has been accepted.

Reasonable enquires to establish whether the Landlord has the right to let the property OR to make it clear that it is the Landlord's duty to establish whether he has the right to let the property.

**TO ENSURE** that all keys held are kept secure and property tagged or labelled so as not to be immediately recognisable to the property address.

That any key coding book is kept secure when the office is closed or unattended and not in the immediate vicinity of the keys.

That all properties are left secure (at least as secure) after any visit or inspection (as before).

That any damage found at any empty or unmanaged property is notified to the Landlord as soon as possible.

When undertaking the management of empty properties that any insurance regulation concerning void periods are adhered to.

That the prospective Tenants are accompanied to vacant properties.

## **MANAGED PROPERTIES**

**TO ENSURE** both Landlord and Tenant understand the extent of the management service offered.

That any faults, damage, etc. reported by the Tenant, which are the Landlord's responsibility are attended to with all reasonable speed.

That as far as practicable any works carried out by contractors instructed by the agent on behalf of the Landlord have been carried out satisfactorily.

**TO INFORM** the Landlord of any major loss or damage found to his property as soon as possible after it has been brought to the agent's attention.

**TO KEEP** a record of all repairs, replacements, decoration, refurbishment and cleaning carried out at the property on behalf of the Landlord.

**TO PROVIDE** the Landlord, in the case of major works, necessary of redecoration, with a written estimate and to obtain before proceeding.

## **AGENT TO TENANT**

**NOT TO DISCRIMINATE** against any Tenant on the grounds of race, colour or creed.

**TO** present to the Landlord with all reasonable speed any sensible offers received from a prospective Tenant.

**TO** use best endeavours to ensure the Tenant understands the clauses contained in the tenancy agreement and his obligations therein.

**TO ENSURE** the Tenant is made fully aware of the importance of any inventory procedure, to allow the Tenant the opportunity of being present at both check-in and check-out, (inventory must be signed by the Tenant), or alternatively to advise the Tenant to read carefully through any inventory left at the property at the time of occupation and to request the Tenant to sign and return such document within five days and further, to make clear that if he fails to do so the inventory and schedule of condition will be deemed correct and used for check-out purposes, BUT in all circumstances the Tenant must be given the right to attend a check-out and to sign the inventory (to accept) and comment on notations made.

## AGENT TO CONTRACTOR

**TO USE** - best endeavours to ascertain the precise nature of the problem reported before instructing a contractor.

**TO ASCERTAIN** the approximate cost of work before allowing a contractor to proceed OR to inform the contractor at the time of instruction of the maximum amount of expenditure without further reference to the Agent.

**NOT TO** instruct a contractor without ensuring that the money is available in the clients account to cover the cost.

**IF** instructing a contractor on behalf of a Landlord or Tenant who requests to settle the account direct with the contractor(s) concerned that where practicable written communication to this effect is given to all parties concerned.

## INVENTORIES & DEPOSITS

**WHEN** dealing with dilapidation's OR deposits clearance at the end of the tenancy, to do so with all reasonable speed.

**TO USE** your best endeavours to ensure that a Landlord dealing with dilapidation's or deposit clearance at the end of the tenancy does so with all reasonable speed.

**IN** the event that the Tenant leaves the property owing rent, unless previously agreed by the Landlord, to ascertain from the Landlord whether he wishes the deposit (or part thereof) to be used as rent.

## AGENT TO AGENT

**TO ABIDE** by the Code of Practice as set out and attached to the Constitution of the Association of Residential Letting Agents.

**TO REPORT** as soon as possible to the Head Agent any damage noted whilst inspecting or viewing one of their properties.

**TO LEAVE** secure (or at least as secure) any property visited through a Head Agent (as before).

**TO RETURN** as soon as possible any keys borrowed from a Head Agent unless otherwise agreed between Head Agent and Sub-Agent.

## GENERAL

**NOT** to take instructions from a Landlord who seeks to discriminate against a prospective Tenant on the grounds of race, colour or creed.

**ON DEMAND** to provide the Inland Revenue with details of all income received on behalf of all Landlords.

