



## **Owners Information & Obligations – Winter & Long-Term Rentals**

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There are various obligations required by law and also that Sunset recommend to ensure we provide rental clients with properties that are fit for purpose. We work with our owners and landlords to ensure that every element is taken care of, so we can continue to provide quality and functional properties to our clients.

### **The property**

Prior to a tenancy agreement the following should be considered and fulfilled by the landlord.

#### ***Furnished or Unfurnished***

We have clients with requirements for furnished, part furnished and unfurnished properties. As a landlord you need to decide what is best for you.

**Unfurnished** – Usually the minimum requirements will be a property that includes light fittings, kitchen appliances (washing machine, fridge/freezer, oven and hob), a boiler for hot water and heating where applicable. The property must have all necessary utility services connected.

**Part Furnished** – This will vary from property to property, but the minimum requirements are as unfurnished with any additional furniture or electrical goods. The tenant will be informed on viewing what is being supplied with the property.

**Fully Furnished** – The property will be completely habitable for the tenant. It will include all necessary furniture in each room, electrical goods (TV, microwave, toaster, kettle, iron & board) a fully functional kitchen with enough crockery, glasses, mugs/cups, cutlery, pots and pans and cooking utensils for the number of people that the property sleeps. Bed linen and towels are to be provided, but often this is not required as most tenants prefer their own and this can be agreed between each individual landlord and tenant.

#### ***Services***

All services to the property must be operating and all bills paid up to date, including electric, water and gas bottles/tanks (where applicable) before the start of a tenancy. The tenant is then responsible for paying their own usage. Where a gas tank is partially full the amount will be noted in the inventory and the tenant must leave the same amount at the end of the tenancy or it is deducted from the deposit.

TV, internet and telephone services are the responsibility of the tenant. If services are already installed the tenant may want to take over any monthly subscriptions and usage charges.

#### ***Deep Clean***

The property must be made available for a tenant in a perfectly clean state, this is to include the oven and other appliances. We recommend a professional deep clean to be carried out on a property. This is not very expensive and hands over the property in a state that you wish it to be returned, with only normal wear and tear accepted. If the property is to be let with bed linen and other soft furnishings these must also be cleaned. If necessary sofas and mattresses must also be cleaned. We recommend that all mattresses have protectors.

#### ***Pool & Garden***

The garden and pool where applicable must be in a well-maintained state. The continued maintenance of the pool and garden is covered in the letting contract. In some instances, it is included in the rental price, other times it is the responsibility of the tenant. If there is already a contract for maintenance, then the tenant may be asked to pay for this service on top of the rental price.

#### ***Appliances, Electrical Items & Boilers***

All appliances must be in good condition and work as designed and the boiler must be properly maintained, serviced and functional. If the property is let fully furnished items such as TVs, DVDs, toasters, kettles must be in good working order. All instruction leaflets and details of service contracts should be available at the property.

## ***Gas & Boiler Service Agreements***

Sunset recommend that you take out a service contract on gas boilers. The contracts are not very expensive and include an annual service as well as free call outs. These contracts are with the manufacturers approved engineers and it is necessary by law to have all gas appliances checked and approved before you rent the property.

Gas tanks, bottles and their associated piping also needs to conform to the specific law. The pipes from gas bottles will have dates on which state when they need to be changed and you must have a gas safety certificate for any gas tanks.

## ***Keys, Remote Fobs***

The Landlord must supply the tenant with at least two sets of keys or fobs to the main entrances. For back doors and patio doors there needs to be a key in the lock inside each door. For external buildings, gas stores, pool house etc. at least one key must be supplied.

## ***Landlords Maintenance Responsibilities***

As a landlord you are responsible for the upkeep of the structure of the property i.e. fixing a leaking roof or repairing guttering. You are also responsible for providing functional water and electricity supplies, including maintaining and repairing kitchen and bathroom water fittings and boilers.

The landlord is responsible for replacing or repairing broken appliances, fridge, washing machine, oven and dishwasher if applicable.

Depending on the status of the let unfurnished or furnished you may be responsible for replacing a TV if broken or other electrical items included in the rental agreement.

We advise and help you to calculate your rent based on many factors, one of which being the above. Often an agreement can be made with a tenant on responsibility for maintenance and repairs. This agreement is entered into the contract and may reduce the rent to them if they take on some maintenance work for you. Every landlord is an individual and we work to find the best solution for your requirements.

A landlord can take various insurances to ensure that there are no surprises – Please see Insurance Section 6

## ***Tenancy Contracts and The Law***

Sunset has various contracts that the landlord can choose to use, for long term we do recommend the contract that is based on the most recent changes to the law dated June 2013. This contract is for a maximum of 3 years, renewed every twelve months. We have a less permanent contract for shorter winter lets.

There is a comprehensive law governing rental agreements it is Ley 29/1994 de 24 de Noviembre, de Arrendamientos Urbanos, adaptada por la Ley 4/2013 de 5 de junio.

The Spanish law is quite simple - you sign a contract for up to 3 years and as a landlord you have to provide the property in a habitable condition or as stipulated in the contract. The tenant has to pay the rent and the utility bills for the house. They must respect your property and repair at their own cost any damage they may cause. If something breaks due to wear and tear then it is the landlord's responsibility to replace it. If for any reason either one of the parties do not abide by the clauses set out in the contract than the contract can be terminated.

## ***Financials***

### ***Debts Against the Property***

All mortgage payments or loans against the property must be fully up to date, as must community fees where applicable and taxes against the property must be paid up to date. Community fees and taxes are the responsibility of the landlord throughout a tenancy and should be considered when calculating a rental price.

### ***Rent & Utility payments***

Usually rent payments are made monthly in to a landlords bank account, but can be paid in cash by prior agreement. Sunset change utility bills in to the tenants bank account for direct debits, keeping the contract with the utility companies in the property owners name.

### **Tax Obligations**

We recommend that you consult your accountant regarding your tax obligations on renting a property and the amount of tax you pay is dependent on your circumstances and what can be deducted. There are many forms of deductions here is a very basic guide:

- Interest and other financial costs from capital invested.
- Repair and maintenance costs.
- Professional services – agent fees.
- Local rates, community fees and taxes.
- Insurance premiums.
- Depreciation on property and furniture – a percentage per year.

### **Building & Contents Insurance**

Before you rent your property please check your insurance covers you if your property is rented, what (if any) damage it covers for contents and building. Quite often repairs to a property can be claimed against your insurance, in the past and in my experience landlords have claimed for -

- Lightning strikes causing electrical damage and once even breaking a window
- Damage caused by a burglary \*
- Damage caused by flooding
- A boiler blowing due to excessive water pressure
- Damage caused by a hail storm

\* Contents insurance only usually covers the landlords possessions – Tenants have to take out their own contents insurance.

## Owners Information & Obligations – Holiday Rentals

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There are various obligations required by law and also that Sunset recommend to ensure we provide rental clients with properties that are fit for purpose. We work with our owners and landlords to ensure that every element is taken care of, so we can continue to provide quality and functional properties to our clients.

### Registration

Firstly, you will need to register your property with the Valencia tourist board. Depending on the service that you are contracting from Sunset we either do this for you for free or with a small charge.

### Getting your property ready for rental

#### *Minor Works*

Once you contract Sunset to manage your property we will inspect the property and write a report on any work that needs to be carried out before we send in our cleaning team and the property is rental ready. This will be minor works, for example installing wifi or replacing non-working light bulbs. Any major works would have already been discussed prior to contracting us. Sunset can carry out any of these minor works for you at our agreed rate.

#### *Deep Clean*

We recommend a full deep clean is carried out prior to the season commencing. Please ensure you remove any personal and perishable items from your property before our cleaning team complete the pre-season, deep clean. If any perishable items are found during the deep clean the items will be disposed of.

If you need to keep some personal items at the property we recommend you arrange a lockable “owner cupboard”, ensuring that nothing perishable is locked away and also providing Sunset with a key in case entry is necessary.

#### *Linen*

You are responsible for providing two full sets of bed linen **per bed**

Two mattress and pillow protectors **per bed**

Two sets of bathroom towels **per person**, inc, bath and hand towels.

Two bath mats **per bathroom** and eight tea towels **per kitchen**

Beach towels are optional but good idea to save guests using bathroom towels outside.

This linen must be in good condition, style and colour in keeping with the décor of the property. As part of the deep clean Sunset will arrange all linen to be professionally cleaned at a cost to the owner or dependant on our agreement. Again depending on our agreement future linen changes will take place and be charged accordingly.

If possible, please provide a lockable linen cupboard for clean linen to be stored between changeovers.

#### *Garden & Pool*

The pool and garden where applicable must be clean, kept up to date with maintenance and a pool cleaner/gardener contracted. This can be arranged by Sunset or you, however if arranged by you, must provide us with the contact details of any contractors you have direct.

#### *Inventory*

The property must be handed over with the necessary furniture, fixtures and fittings, kitchen equipment, crockery, linen etc. for the amount of people that are occupying the property. Our initial minor works or annual evaluation report will highlight anything that is required.

#### *Owner Reservations*

If Sunset are providing full management you must make the property available during the high season or at agreed dates that may include Christmas, Easter and other major holidays. This will be agreed before signing the agreement.

If during these peak season dates the owner receives a booking from friends, family, or want to use it themselves they must honour the agreed management charges and Sunset will carry out the changeovers and cleans etc.

## **Keys**

### **Key copies**

#### Guest Use

- 1 x Full set of main door keys for properties sleeping 2-3 people
- 2 x Full set of main door keys for properties sleeping 4 or more people
- A safe key/code where applicable

#### Sunset Use

- 1 x Full set of complete keys
- A back-up safe key/code where applicable

#### Internal and Patio Doors

Where applicable, a supply of internal and patio door keys are to be left inside the property. We recommend using hooks by the side of the door to hang the keys or fit a key rack at eye level somewhere sensible or have a designated place/container for them in the kitchen.

## **Literature and Signs**

For properties with full management, Sunset will provide literature and information for the guest about the local area. As well as this any signage that is required in the property for safety or instructions.

## **Welcome Packs**

If requested, welcome packs are provided to guests. These are basic packs containing Bread, Milk, Eggs, Tea, Coffee, Sugar, Water and Juice. Guests can request a welcome pack at their own costs. See tariffs for charges.

## **Health & Safety**

### **Appliances, Electrical Items & Boilers**

All appliances must be in good condition and work as designed and the boiler must be properly maintained, serviced and functional. If the property is let fully furnished items such as TVs, DVDs, toasters and kettles must be in good working order. All instruction leaflets and details of service contracts should be available at the property.

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### **Liability Insurance**

As an owner of a property you must contract liability insurance for guests. Check with your current insurer, you may find that it is included already in your household cover.

## **Instructions for boilers, heating, cooling and water**

The property owner must leave any special instructions or seasonal changes with the heating and cooling systems. Whether this is for Sunsets information or to notify guests.

## **Spare Items**

Spare items including light bulbs and batteries for remote control, boiler thermostats etc. should be provided by the owner. Sunset can provide these and will notify you of new stock that is required and a call out charge will be at the standard rate if Sunset provide/shop for the items.

### **Owners Post**

We recommend owners of properties to use a postal service box for their post to ensure no important post gets delivered to the house when it is occupied by guests.

### **Maintenance Budget**

When guests are at your property any repairs must be carried out in a timely and responsive manner, that is why we ask our owners for a 100 euros maintenance budget, if repairs fall under this threshold then we go ahead with the work without contacting you. If repairs are over 100 euros, we will get quotes where appropriate and seek your approval before work is carried out.

### **Damage Deposit**

A Damage deposit is taken from guests and with Sunsets full management we are responsible for managing and returning this. We treat damage to your property very seriously. If we detect accidental or wilful damage after check out, we manage the process and ensure that the guest pays the cost to put things right. You understand that wear and tear will be a factor of consideration when renting a property. The owner understands that wear and tear is inevitable and will NOT penalise guests should these issues occur:

- Loss/breakages to crockery, glasses, kitchen inventory items
- Scuffs/scrapes to flooring, walls, woodwork and paintwork
- Coffee rings, water rings and general marks on furniture. Furniture must have a robust surface or adequate protection in the form of; a table cloth, glass tops, placemats and coasters

Please note: Sunset cannot recover monies from guests which fall over the agreed damage deposit. In the unlikely event the costs to repair/recover damage exceeds the agreed amount; additional monies would need to be recovered via an insurance claim.

### **Annual Evaluation and Report**

For clients that are with us for multiple years we carry out a free annual property evaluation.

You will be sent a report from Sunset that will provide you with essential feedback regarding the cleanliness, maintenance and performance of your property following a season of holiday letting each year. Issues may include:

- Refresh decoration
- Wash mattress and pillow protectors
- Required maintenance
- Oven deep clean
- External maintenance and gardening
- Carpets cleaned
- Other Recommendations
- Replace inventory items
- Sofa and cushion covers cleaned
- An overview of guest feedback received on your property throughout the season
- List of missing inventory items (or inventory items that need replacing)

This list is not exhaustive and the report will highlight the specific areas that require attention at your property.

## Terms & Tariffs – Long Term and Winter Rentals

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For winter or long/term rentals Sunset charge a one-off fee. For a contract of a term more than 6 months this fee is the equivalent of one month's rent (plus IVA), for shorter contracts this fee is half of one month's rent (plus IVA).

For our fee we provide the following:

1. List property, taking quality photos
2. Advertise property
3. Deal with client enquiries & viewings
4. Write contract
5. Pre-tenancy support – i.e. Organising repairs, boiler servicing, cleaning, gardening etc.
6. Produce photo inventory
7. Change utility bills
8. Post - tenancy support - First 30 days of tenancy visits to property
9. Provide telephone and email support during the contract term
10. Manage repairs and tradesmen
11. Checkout process
12. Calculate final bills and deposit

Second and subsequent years of a contract with the same tenant is equivalent to 1/2 months' rent.

## Terms & Tariffs – Holiday Rentals

Sunset Services	Platinum – The Whole Package
No obligation consultation and valuation	✓
Professional Photography	✓
Registering your property	✓
Advertisement on standard portals	✓ Kyero, Thinkspain, Sunset
Advertisement on high end portals	✓ HomeAway , Holiday Lettings,
Deal with enquiries	✓
Take booking & deposit	✓
Take stage and final payments	✓
Monthly accounts	✓
Arrange transfer to owners on a monthly basis	✓
Manage bookings calendar	✓
Monthly report on enquiries and bookings	✓
Key Holding	✓
Pre-Season Spring Clean	Additional Cost to Owner
Safety Signage and instructions	✓
Organising & managing repairs	Cost + 10% uplift
Manage Cleaning	✓
Manage Linen Change	✓
Pay for Final Clean	Charged to Guest
Pay for any additional Linen Change	Charged to Guest
Meet & Greet / Key Safe	✓
On Call for Guests 9am - 8pm	✓
On Call for Guests 8pm - 9am	30 euros +IVA call out charge
Charged to owner or guest	20euros + IVA per hour whilst at the property
Extras ie. welcome packs, cots, extra beds	Guests Pay

## Testimonials

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*"Sunset has been managing the long let on my house in Javea for the past 3 years, and I must say what a relief it has been to find a company as dedicated, reliable and knowledgeable.*

*Letting a property abroad can be a worrisome experience, but Sunset has always found good quality tenants within a few days of advertising.*

*From the drawing up of contracts, to fixing unexpected problems regarding the property has always been effortless (on my part) as Sunset has taken care of everything and has gone 'above and beyond' what one would expect.*

*And just knowing they are at the end of the phone and available to look after any unexpected issues that may crop up is a major worry off my mind.*

*Thank you Sunset for your fantastic service and support."*

### **Mr Scanlan, Cap Marti Villa**

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*"We have a 3 bedroom villa in Moraira which we used to rent out to the holiday makers during summer holidays and kids half term. Approximately 4 years ago we were approached by Jo, from Sunset with regards to long term rents. She found us a fantastic tenant straight away and we have never looked back.*

*As we live in the UK. Jo has taken care of everything from arranging the direct debit for the rents, collection of the deposit, signing the contract, arranging the transfer of the utilities, viewings and ensuring the villa is clean for the prospective clients.*

*The quality of the tenants she has attracted has been excellent and "touch wood", we have had no issues with any of them to date. Minor issues are resolved by Sunset with minimal fuss.*

*In summary, I would highly recommend Sunset to market and manage your property. Their professionalism, efficiency and their commitment has been exemplary and it has been our absolute pleasure dealing with them."*

### **Mr & Mrs Mohamed, Moraira**

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*"We contacted Sunset as we had a villa to rent in Javea and we had heard excellent reviews about this agency. The result could not have been better – Jo found some excellent tenants for us in a very quick time frame. In just a few days the villa was rented and up until now we are very happy. The agency took care of preparing the necessary paperwork and everything was very easy. Thank you very much Sunset. 100% recommended."*

### **Dña. Ana Pau**

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*"I have had the opportunity to work with Sunset on various occasions and it has always been a real pleasure. Their work is very professional, effective, fast and they are able to solve any issues which have arisen in the negotiation or rental. When I have a property to rent I don't hesitate in contacting Jo. With her everything is easy! Thank you Jo for all of your help."*

### **Dña. Rebecca Ribes**

## Contact Us

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Please contact us for your free no obligation meeting to discuss the rental opportunities for your investment property.

### Call Us

Office - +34 96 693 2890

Jack - +34 610 908 217

Alison - +34 647 290 990

Mike - + 34 695 805 356

### Or Visit Our Office

Our standard office hours are 09:00 – 17:30 Monday to Friday (all other times by appointment only)



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