

# Abbey Property

**Tried. Trusted. Recommended.**

**Lettings Agency Agreement**

## OUR SERVICES

### FULL MANAGEMENT SERVICE

Taking up this service essentially makes us the first point of contact for you tenant.

#### 1. Finding a tenant

We will advertise your property on our website, as well as the on the popular portals to maximise the attention your property receives. A signboard will be placed outside the property, unless instructed otherwise. We will arrange viewings without you having to be present and we will provide you with regular feedback.

#### 2. Tenant References and Right To Rent

Once a suitable tenant is found and terms have been provisionally agreed, we will begin the [referencing process](#). Once complete, a credit check will be done. Right To Rent checks will be performed in accordance to the governments guidelines.

#### 3. Tenancy Agreement and “How to Rent” Documents

Once terms have been agreed with the tenants a tenancy agreement will be drawn and signed, inventory will be produced, and tenants will be checked in.

#### 4. Collection of initial Rent and Deposit

Prior to the move in, we will collect the first month's rent and deposit. The deposit will be registered with the DPS custodial scheme.

#### 5. Inventory/[Check-in/Check-Out](#) Procedure

An inventory will be produced before a new tenant moves in. When tenants move out a Check Out will be done.

#### 6. Safety checks and Energy Performance Certificates (EPC)

As from 1st April 2018 you cannot let a property with an 'F' or 'G' EPC rating. Your ability to recover possession is prejudiced if an EPC is not provided to the tenant before the tenancy commences. An EPC has a 10-year shelf life so will need to be renewed and provided to your tenant if it expires before the tenancy ends.

Before the start of a tenancy there must be in place:

- A. Valid EPC
- B. Gas Safety Certificate (if applicable)

#### 7. Rent Processing

We will transfer all rent received to your UK bank account after deducting our fees and expenses and send you rent statements by email. Rental Insurance Cover is highly recommended to mitigate any risk of loss of rent.

#### 8. Property Visits

Property visits will be conducted twice per year by a suitable contactor or a member of staff. We will report to you any readily and visually apparent matters of concern.

#### 9. Repairs and Maintenance

If we become aware that repair or maintenance is required to meet your duties as landlord, we will arrange for works to be carried out and liaise with the contractors and tenants to get the works completed. Please refer to [Landlord Obligations](#) and [Maintenance Schedule](#) for further details.

#### 10. Expiry of fixed term tenancy

We will advise you on your options at the end of a fixed term. We can negotiate a [new tenancy](#), serve notices to terminate the tenancy or to [increase the rent](#). Our relevant fees can be found in Additional Charges. Further details in terms and conditions.

## **OUR FEES**

**Letting Fee**, usually calculated as a percentage of the first months rent, includes the finding of a suitable tenant in accordance with the landlords guidelines. This involves marketing and advertising the property, erecting a board in accordance with Town and Country Planning Act 1990, then carrying out accompanied viewings as appropriate. Also included is advising on refurbishment and providing guidance on compliance with statutory provisions and lettings consensus. The cost of Tenant Referencing the applicant(s) is separate, see 'Additional Charges'. The checks, where possible will include credit status, current or previous employer, current or past landlord, payslips, bank statements, and taking into account any other information to help assess the affordability criteria of the applicant(s). Depending on the outcome of the referencing, an applicant(s) earnings or overall financial position may require a Guarantor.

**Monthly Fee** is the monthly commission calculated as a percentage of the monthly rent. As we will be the first point of contact for the tenants, this covers day to day management such as collecting and remitting the monthly rent received, deducting commission and other works, supplying monthly statements, pursuance of non-payment of rent and providing advice on rent arrears actions, advising all utility providers of any tenancy changes, arranging routine repairs and inspections and holding the keys during the tenancy. We monitor your account to ensure that you remain compliance with the regularly changing legislations, to ensure timely payment of rent from the tenant, ensuring works are carried out within the timely fashion that landlords are obligated to comply with, ensure all necessary certificates are maintained as valid, and much more.

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### **PREMIUM SERVICE**

100% Letting Fee & 15% monthly

### **ESSENTIAL SERVICE**

100% Letting Fee & 12% monthly

### **DIY SERVICE**

100% Letting Fee & (optional 9% monthly compliance retainer fee if requested)

Minimum Letting Fee of £650 applies to all services.

For a comprehensive guide to understanding the above, click [here](#).

## TERMS & CONDITIONS

THE FOLLOWING TERMS AND CONDITIONS GOVERN THE CONTRACTUAL RELATIONSHIP BETWEEN US. PLEASE READ THEM CAREFULLY. PLEASE REQUEST LARGER FONT IF NEEDED. USAGE OR CONTINUOUS USAGE OF OUR SERVICE WILL MEAN ACCEPTANCE.

### GENERAL AUTHORITY

#### Our right to withdraw

We reserve the right to refuse to accept, or to terminate your instructions if you have not obtained consent to sub-let the property from any superior landlord or lender; if you have not informed us of any special requirements in respect of the property; if you have not obtained any necessary licence, registration or planning consent, or if your property fails to comply with any of the following, which remain your responsibility:

- Furniture and Furnishings(Fire) (Safety) Regulations 1988 (as amended)
- Gas Safety (Installation and Use) Regulations 1998
- Electrical Equipment (Safety) Regulations 1994
- Part-P Building Regulations (Electrical Safety in Dwellings)
- Building Regulations (smoke alarm) 1991
- Management of HMOs (England) Regulations 2006
- Housing Act 2004
- Licensing of Houses in Multiple Occupation
- The requirement of a periodic wiring report for all types of Houses in Multiple Occupation
- The Town and Country Planning (Use Classes) (Amendment) (England) Order 2010
- The Smoke and Carbon Monoxide Alarm (England) Regulations 2015
- Homes (Fitness for Human Habitation) Act 2019
- Tenant Fees Act 2019
- The requirement for a safety assessment and suitable remedial action in relation to the legionella bacteria
- Any other statutory or regulatory provision that is the statutory responsibility of the Landlord.

If you do not choose our Full Management service then you have a legal responsibility to ensure that the renewal of any gas safety record (and periodic inspection report, where applicable) is carried out within the statutory time limits. We reserve the right to enforce compliance in order to meet your legal obligations as a landlord. We reserve the right to withdraw from management without any reason or notice.

#### Interest and VAT

We currently are not VAT registered. Should we become registered during our agreement you will pay the VAT applicable on the fees. We may charge interest at 4% above Barclays Bank Plc base lending rate or the County Court Rate whichever is the higher on late payment of sums owing to us.

### Electronic Documentation

Contracts which have been signed and delivered electronically (either by fax, email scanning or website authentication) are binding and admissible in evidence. For convenience, we may ask you, the tenant or any prospective tenant(s) to sign documentation electronically. For this agreement, beginning usage of our services implies acceptance and therefore agreeing with our fees and T&Cs. The Landlord confirms that they are the sole or joint owner of the property and have the right to rent it out under the terms of the mortgage or head lease. Where necessary the Landlord confirms that permission to let has been granted by the mortgagee. The Landlord authorises the Agent to carry out the various duties of Property Management, including signing Tenancy Agreements on their behalf. The Landlord also agrees that the Agent may take and hold deposits. It is declared that the Agent may earn and retain commissions on insurance policies issued.

#### Verification of Identity

Under the Proceeds of Crime Act 2002 and Money Laundering Regulations 2007, you will provide us with photo ID, proof of ownership and proof of residency before we are to make any payments to you.

#### SERVICE LEVELS AND COMMISSIONS

The commissions detailed in the Our Services, Additional Charges and T&Cs are payable by the Landlord to the Agent following the introduction of a Tenant who enters into a Tenancy either directly, indirectly or through an introduction from an existing Tenant found by us for as long as the Tenant remains in occupation.

#### STANDARD PROCEDURES

##### Statements

All monthly statements and invoices will be sent by email. An annual statement covering a full tax year will be sent every year for a fee mentioned in Additional Charges.

##### Payment of Fees

Initial letting fees will be deducted from the initial rent collected from the Tenant at the commencement of the Tenancy. In the event that the initial administration and letting fees and any other charges payable amount to more than the initial rent the balance must be paid prior to the commencement of the Tenancy. The Tenancy Agreement and Deposit will be retained until any outstanding fees are paid to us. Where rental payment is inclusive of bills, our commission is applicable on the bills also. All fees are due within fourteen days of invoice.

##### Rental Payments

The Agent will endeavour to arrange a standing order from the tenant for all future rent payments with the intention of receiving rent promptly from them. Monies, less our fees and any expenses incurred, will be transferred to your nominated bank/building society account within ten working days from the beginning on the tenancy. Any other means of payment, such as cash, will be subject to an additional charge of 3% of the rent collected.

We may choose to prorate the rent to the 1<sup>st</sup> of each month. Upon receipt of rent you will be paid within 5-7 working days.

Same day payments are chargeable at an Admin Fee Scale mentioned in Additional Charges.

The Agent cannot be held responsible if the Tenant fails to pay their contractual rent. We will however take such action on your behalf as is appropriate to recover rent arrears if we are instructed to collect rent on your behalf. Please refer to 'legal proceedings' for further information. Within 'Rent Collection' we will pursue the tenants. If serving the appropriate notice does not have the desired effect the

Agent will advise you how to instruct solicitors to take further action. You will be liable for the legal charges incurred. The Agent cannot be held responsible for any bank charges resulting from late or non-payment of rent by a Tenant. For our managed services the maximum amount of advanced rent the Agent will accept is five months, this will be paid to you on a monthly basis and not in advance. Any further rent due will be paid on the respective monthly anniversary of the rent due date.

If we cease accepting rent for any reason, we may choose to only return it back to the account it came from.

#### Account Keeping

In 'Account Keeping' we will not pursue rent. We will send reminders, keep a record of rental payments, keep a record of rental arrears, provide you with monthly statements.

#### Rental Insurance

We cannot take responsibility for rental defaults. As an agent, our duty is to manage any arrears by prompting tenants and taking necessary steps thereafter. Our referencing is very stringent to protect you against a non-paying tenant, however tenants' financial circumstance can always change in the future. We highly recommend rental insurance to protect you against such eventualities. Admin Fee is applicable on Insurance Cover Renewal.

#### Sale of the Property

If the property is sold with the Tenant in occupation, the Landlord will be liable for all fees to the Agent for the period of the Tenancy or until this agreement is terminated.

#### End of Tenancy

At the end of the Tenancy the Agent will retain the last rent payment until all Landlords debts in relation to the Property during the term of the Tenancy have been satisfied.

#### Payment of Other Outgoings

The Agent will, if instructed, discharge other liabilities (eg ground rent or service charges) from the rental income providing we are holding sufficient funds. It is your responsibility to instruct these service providers to contact the Agent directly. We are unable to act on your behalf in connection with any dispute arising from such payments and accept no responsibility in event of such a dispute. Admin Fee is applicable.

#### Interest on Clients Monies

Any interest incurred on clients monies which the Agent holds will be retained by us.

#### References

The Agent may use a credit referencing agency to obtain references on potential Tenants and Guarantors. The details contained in the report should not be used as the sole reason for making a decision to accept a potential Tenants application. The Agent cannot be held liable for any inaccuracy or incompleteness of any information appearing in the report since it is provided by a third party.

#### Right to Rent checks under the Immigration Acts 2014 and 2016

The Agent will, where applicable, make the necessary checks to establish the right of occupancy of all adults who are seeking to occupy your property. Future rechecks are the landlord's responsibility.

#### Tenancy Agreement

All tenancies will be on our standard Assured Shorthold Tenancy Agreement, a copy of which can be supplied on request. We may choose to do a 6-month or a 12-month agreement. If you have a preference, you must advise us beforehand.

#### Reimbursement and Compensation

The Landlord undertakes to keep the Agent fully and effectively compensated and reimbursed in

respect of any claim, demand, liability, cost, expense or prosecution which may arise due to the failure of the Landlord to comply fully with the terms set out in this Agreement, the law, or any misguidance from your end, including any subsequent amendments to or replacement regulations. For the avoidance of doubt, we reserve the right to have work carried out on your behalf and at your expense to ensure that you fulfil your contractual and statutory obligations as a landlord.

#### **Late Payment of Charges**

If payment is not received within 30 days of our invoice date interest will be added daily on the sum due at a rate of 4%pa above clearing bank base rate.

#### **Changes to this Agreement**

We reserve the right to make changes to this Agreement to reflect changes in laws and regulations or our own terms and agreements and fees. Changes may be being posted on our website, via email to you or without notice. Changes are binding with immediate effect and using, or continuous usage of our service constitutes to your approval.

#### **General Data Protection**

We will process your personal data noted on this agreement and transmitted in future messages for the purpose of managing the property. You additionally authorise us to communicate your personal data to third parties who are a necessary adjunct to the marketing process, such as, but not limited to; Signboard Contractors, Solicitor and Financial Service providers. You may withdraw consent at any time and once our business relationship is at an end you may request the information be deleted.

#### **Employment of Third Parties**

From time to time the Agent will be required to employ a third party to carry out procedures necessary for the effective letting and/or management of your Property. We will not be held responsible for any loss or damage that you suffer through the act or any default or negligence of any third party including any bank or building society. We may receive a fee from any Third Parties we instruct on your behalf.

#### **Other Services**

We reserve the right to offer a range of other services to Landlords and prospective Tenants from which we may derive commissions or fees.

#### **COUNCIL TAX**

Payment of council tax will normally be the responsibility of the Tenants in the property. However, Landlords should be aware that where a property is empty, let as holiday accommodation, or let as a house in multiple occupation (HMO) responsibility for payment of council tax then rests with the owner of the property.

#### **UTILITY SERVICES & MAIL FORWARDING**

Please note Tenants may choose to and are entitled to change the service provider and type of meter for gas and electricity during the period of their Tenancy. The Agent will take meter readings whenever possible at each change of occupation in the property. It is the responsibility of the incoming Tenant to inform the utility companies (electricity, gas and water) of these readings and change of occupation. In many cases they require that the new occupiers formally request and authorise the service and it is not possible for the Agent to do this on the Tenants or Landlords behalf. Regarding mail, Landlords should take care to inform all parties (eg Banks, clubs, societies etc.) of their new address. It is not always possible to rely on tenants to forward mail to Landlords. Should mail be brought to our office by the tenant to be forwarded to you, we will charge an Admin Fee

Scale A + cost of P&P. To avoid this, we recommended you set up a mail diversion service with Royal Mail.

#### **HOUSING BENEFIT**

We may refuse to accept benefits of any kind from a benefit agency or local authority and where we do so you indemnify us against any loss or expense. Should you accept a tenant on housing benefits, you agree to reimburse the Agent for any claims arising from overpayment which may be made by the local authority in respect of housing benefit or other benefit scheme paid to or on behalf of the Tenants as rent. This undertaking shall remain in force during the tenancy and up six years thereafter, whether or not the Agent continues to let or manage the property under this Agreement.

#### **LEGAL PROCEEDINGS**

Any delays of payment or other defaults will be acted on by the Agent in the first instance. Where the Agent has been unsuccessful in these initial actions or there are significant rent arrears or breaches of the Tenancy Agreement the Landlord will be advised accordingly. A solicitor may then be appointed and instructed by the Landlord except where the Agent is unable, after taking reasonable efforts, to contact the Landlord. In that event the Agent is authorised to instruct a solicitor on the Landlords behalf. The Landlord is responsible for payment of all legal fees and any related costs. If the agent attends the court case or is used for any legal paperwork, they are not responsible for any shortcomings, we would suggest the use of a qualified solicitor. For any money claims, the landlord would need to pursue or instruct a solicitor to do so on his behalf.

#### **CONTRACT LAW**

Landlords need a comprehensive Tenancy Agreement setting out the rights and obligations of both parties. Where the Tenant is an individual, you will also need to comply with unfair contract regulations which states clauses in the Agreement must be fair to the Tenant. We will provide you with a specialist comprehensive Tenancy Agreement.

#### **Tenancy Agreements**

After the standard term of Tenancy Agreements, which may be 6 months or 12 months, a Statutory Periodic Tenancy will become effective, unless both the Landlord and the Tenant agree to renew the Agreement for a fixed period. Tenants are under no obligation to retain possession of the Property at the end of the initial Agreement and are not required to provide notice if they wish to surrender possession on the expiry date.

#### **Assured Shorthold**

If the applicant is an individual and the agreed rent is £100k per year or less we will use an Assured Shorthold Tenancy Agreement. Tenants are not required to give notice of their intention to release possession of the Property unless a Statutory Periodic Agreement has become effective. Landlords need a comprehensive Tenancy Agreement setting out the rights and obligations of both parties. Where the Tenant is an individual you will also need to comply with unfair contract regulations which states clauses in the Agreement must be fair to the Tenant. We will provide you with a specialist comprehensive Tenancy Agreement.

#### **Common Law**

Where the net rent payable exceeds £100k per year or at a proportionate level for a shorter Tenancy, a Common Law Agreement is required. This is not governed by the Housing Act but is nevertheless subject to other statutory regulations.

#### **Company Lets**

Companies usually insist that a break clause is inserted into the Tenancy Agreement. This means that the fixed term of the Tenancy may be terminated by the company at an earlier date than specified in the Agreement. If there is an 'option to renew' clause the Tenant will have the legally binding right to renew for a further term provided the Tenant complies with the conditions within the clause. If the Property is sold it will be sold with the benefit for the Tenant of the option to renew. The Landlord would not be able to obtain vacant possession unless the Tenant was in breach of the Agreement.

#### **TERMINATING THE AGREEMENT - SERVICE OF NOTICE**

##### **Ending a Tenancy**

If instructed, we will serve notice on the tenant enabling you to apply for possession after the expiry of a tenancy. This may incur an Additional Charge. All Tenancies must be terminated by serving the Tenant with a valid notice to quit whether the initial Agreement is still valid or if a Statutory Periodic Tenancy has become effective. The exact form of notice, length of notice and expiry date depends upon the type of Tenancy that has been granted and will be specified by law. We will inform you of how much notice you need to give. The Agent must be told in writing when the Landlord wishes to serve notice on the Tenants. The Agent cannot be held responsible for any delay in regaining possession if the Landlord fails to give the Agent sufficient written warning of their intention to quit.

If the Tenant fails to surrender possession at the end of the notice period, it will be necessary to commence legal proceedings to obtain a possession order. The Agent can recommend solicitors who are specialists in this field. The cost of any legal proceedings is the Landlords responsibility. We recommend taking sufficient insurance to cover for these eventualities. If you instruct the Agent on the Introduction Service, we can serve notice to your Tenant on your behalf, Admin Fee applicable. We deem notices to be served if delivered to the last known address of the Tenant or Landlord.

##### **Early Departure of Tenant**

If a Tenant leaves the Property of their own accord prior to the expiration of the Tenancy and in breach of their obligations under the agreement, the landlord should seek appropriate advice from debt recovery specialists. The Agent will assist where necessary in this process. Tenants are liable for costs incurred of re-rental. The agent may, out of good will, when reletting the property decide to charge the landlord the usual fee minus an appropriate portion of the unexpired term of the policy already charged for. The agent may choose to do this in the form of short-term discounted management fee or other services until the amount is covered. Please note, this is entirely at the good will of the agent and isn't enforceable by the landlord should the agent choose not to do so.

#### **RENEWAL OF TENANCY AGREEMENTS & RENT INCREASE**

Upon the tenancy becoming a statutory periodic tenancy or periodic tenancy (this is where the tenant remains in occupation without a new agreement) our fees, calculated as agreed in respect of the original letting or as mentioned in 'Additional Charges', will be due annually in advance within 14 days of invoicing, together with the 'periodic arrangement fee' as set out in 'Additional Charges'. If the tenancy is extended or renewed by a new fixed term, (weather or not we carry out the negotiations) will incur a fee, calculated and payable as agreed in respect of

the original letting together (if applicable) with the 'tenancy agreement negotiation and preparation fee', as detailed in 'Additional Charges'. For Tenant Find, the agent may collect rent from the tenant and forward onto the landlord after making renewal fee deductions. The terms of this agreement shall continue until the tenant, or any person associated with the tenant originally introduced by the Agent, leaves. If the tenant leaves within a period a renewal fee has been charged, the agent may choose to reimburse the landlord this fee like as mentioned in the above 'Early Departure of Tenant'

## **LANDLORDS OBLIGATIONS**

### **Correct Information**

The Landlord warrants that all the information provided to the Agent is correct to the best of their knowledge and belief. In the event that the Landlord provides the Agent with incorrect information which causes the Agent to suffer loss or causes legal proceedings to be taken the Landlord agrees to reimburse and compensate the Agent for all losses suffered.

### **Change of Contact Details**

It is the Landlords obligation to notify the Agent, in writing, of any change to their contact details including; telephone numbers, postal and email addresses. The Agent cannot be held liable for loss of information where the Landlord has not notified us of any changes to the information we hold.

### **Safety Regulations**

The following information is intended only as a guide for Landlords and should in no way constitute a detailed interpretation of the complete regulations. Whilst the regulations might appear onerous they are designed to ensure the safety of the property and Tenants. Landlords should note that the penalty for non-compliance with these regulations can be severe.

### **Public Liability**

It is your responsibility to make sure that your property is safe for our staff your Tenants and Visitors and that they will not come to harm. You must inform us of any hazards, for example, but not limited to: loose carpets, uneven stairs, loose or missing handrails. It is an express condition of this contract that you fully indemnify us against any claim made for any injury sustained on your property.

### **Gas Safety**

Landlords are required to arrange an inspection carried out by a registered gas engineer to check all gas installations. A Gas Safety Certificate will be issued a copy of which must be held by the Agent and given to the Tenant at the commencement of the Tenancy, once the gas engineer is satisfied that all installations fulfil all requirements. This certificate must be renewed annually. Landlords are also responsible for ensuring that either the operating instructions are shown on the appliance or that an instruction booklet is supplied. In the event that we have a Tenant ready to move in, and a previously agreed Gas Certificate is not available the Agent may commission one at the Landlords expense to enable the Tenants to move in.

### **Furniture and Furnishings**

All furniture and furnishings included in the Tenancy must comply to regulations. Compliant furniture will always carry the correct label indicating that it is legal. It is the Landlords responsibility to ensure these regulations are adhered to. The Agent is unable to accept any Property where non compliant furniture and/or furnishings are present at the commencement of the Tenancy. Any such furniture/furnishings should be removed from the Property prior to the commencement of a Tenancy.

### **Electrical Equipment**

It is the Landlords responsibility to ensure that the electrical installation at the Property and any electrical appliance included is safe, regularly checked, we recommend annually, and that work is only carried out by a qualified electrical engineer. Where the Agent manages the Property we will only employ qualified electrical engineers to carry out necessary work. The Landlord is also responsible for ensuring that either the operating instructions are shown on the appliance or that an instruction booklet is supplied.

### **Appliance Manuals**

Copies of instruction manuals for all gas, electrical and other appliances should be made available whenever possible. It is the Landlords responsibility to ensure all Blinds and Curtain Tracks and Glass Panels comply with regulations where necessary.

### **Mortgages and Consent for Letting**

If you have taken out a mortgage on the property you are letting you will need to obtain the consent of your mortgage lender. It is very unusual for them to refuse permission but most will charge an administration fee for giving consent. In turn they will require information on the type of tenancy agreement you intend to use, how long the tenancy is for and they will require certain notices to be served on the Tenant. If the Agent is required to give such information to your mortgage lender and Admin Fee will be applicable.

### **Sub-letting and Leasehold Properties**

If your property is leasehold your lease will specify whether or not it is necessary to obtain permission to sub-let from the Freeholder or Managing Agent. It is essential to clarify the situation before marketing your property as some leases place restrictions on the type of sub-letting that will be approved and it is not possible to impose conditions on a Tenant after the Tenancy has started. If you require the Agent to obtain such permission from your Freeholder or Managing Agent an admin fee is applicable.

### **Smoke and Carbon Monoxide Alarms**

The Landlord must ensure that there is a smoke detector fitted on every floor where there is a room used partly or wholly as living accommodation. Landlords must also put a carbon monoxide alarm in any room where a solid fuel is burnt such as wood, coal or biomass and includes open fires. It does not include gas appliances, oil or LPG, however, as gas appliances can emit carbon monoxide. Landlords are encouraged to ensure that working carbon monoxide alarms are installed in rooms with these. Alarms must be tested as working on the first day of tenancy. The alarms will be tested on during the time on inventory, should they be faulty or a battery needs replacing, we will instruct a contractor to resolve the issue or, for speed, we may get this rectified ourselves, Admin fee cost details in Additional Charges. Ongoing testing is the responsibility of the tenant.

### **Legionella**

Landlords are under a duty to ensure that the risk of exposure to Tenants, residents and visitors by Legionella is properly assessed and controlled. The liability to comply with these regulations remains with the Landlord. The Agent can arrange a quote from a suitably qualified contractor to carry out the assessment on the Landlords behalf.

### **Houses in Multiple Occupation (HMO) and Selective Licensing**

The Landlord must apply to the local council for a mandatory HMO licence. It is an offence to operate an HMO without applying for a licence. This offence is subject to heavy fines. You

undertake that all landlord responsibilities are complied with where the property is a House in Multiple Occupation or where it is subject to selective licensing for let residential property.

### **Selective License**

If the property is not required to have an HMO License, it may still be required to have a Selective License. The Landlord must check with the Local Authority if this is required and responsibility of compliance remains with the landlord. You will reimburse us for any loss we may occur relating to this matter. We may renew the licence in order to maintain compliance.

### **Tenancy Deposit Protection**

The Tenant Fees Act 2019 has restricted the level of deposit that can be taken, which is now 5 weeks rent, (6 weeks if rent exceeds £50,000 p.a.). A Deposit Replacement product may be able to provide a higher amount of protection. It is a legal requirement that all deposits paid under an Assured Shorthold Tenancy have to be registered with a government approved scheme within 30 days of receipt. The Agent is a member of a tenancy deposit protection scheme which provides an independent and impartial method of resolving any differences between Landlords and Tenants at the end of a tenancy. The scheme is administered by: Deposit Protection Service - The Pavilions, Bridgwater Road, Bristol, BS99 6AA T 0330 303 0030 [www.depositprotection.com](http://www.depositprotection.com). The agent shall hold the deposit under the terms of the Deposit Protection Scheme. If the Landlord decides to hold the Deposit, we may choose to account the deposit you by a direct payment to an approved custodial deposit scheme or after sight of your certificate for an insurance backed scheme. It must then be registered with a Tenancy Deposit Protection Scheme within a further 23 days. If the Landlord fails to do so the Tenant can take legal action against the Landlord. The Court will make an order stating the Landlord must pay the Deposit back to the Tenant or lodge it with the custodial scheme. In addition a further order will be made requiring the Landlord to pay compensation to the Tenant of an amount equal to three times the Deposit. The Landlord will be unable to serve a Section 21 Notice until compliance with the above conditions. The Agent has no liability for any loss suffered if the Landlord fails to comply. Non-compliance relating to Deposits has very serious consequences. Should we for any reason transfer the deposit to you, the full responsibility remains with you.

### **Deposit replacement guarantee product**

We may use a Deposit Replacement Guarantee Product instead of a Cash Deposit. The Landlord accepts that the Deposit Guarantee will be subject to the terms of the Deposit Guarantee, copies of which are available on request and we shall as soon as reasonably practicable inform the Landlord in the event the Deposit Guarantee is cancelled, in which case we shall at the request of the Landlord, seek to collect the Cash Deposit from the Tenant.

### **PROPERTY CRITERIA**

The Agent will only accept properties that are presented in a clean condition at the commencement of any Tenancy. The windows should be cleaned inside and out any necessary redecoration should be carried out and if needed, the carpets should be professionally cleaned and the garden well-tended. Any domestic appliances included must be in full working order with user manuals and any guarantees provided.

### **Cleaning**

We will notify Landlords should the Property require further cleaning at the commencement of any Tenancy. The Agent can arrange cleaning

on your behalf and will do so if the necessary cleaning has not taken place 48 hours prior to the commencement of a new Tenancy. There will be Admin

Fee Scale C charge in addition to the cleaning charge for arranging these services.

#### **Keys and Parking Permits**

You will provide us with a full set of keys to all main and communal doors for each adult occupant (and for ourselves if you have selected the Management Service). You must advise us of any payments required for fobs or parking permits. You must supply these were necessary. Should we not be supplied with enough keys 72 hours before the commencement of the tenant we will get them duplicated at an Admin Fee detailed in additional charges.

#### **Domestic Appliances**

The Landlord will be responsible for maintaining/replacing domestic appliances during the course of a Tenancy. The Agent is unable to accept any such appliances on the basis that they will not be repaired/replaced. Any such appliances should be removed from the Property prior to the commencement of a Tenancy. If an appliance fails irreparably during the Tenancy we will select and purchase a replacement. We will endeavour to ensure that we obtain the best deal we can for the Landlord. Admin Fee will be payable by you in addition to the cost of any appliances purchased. Should we be required to oversee the delivery and installation of any appliance purchased a time charge, admin fee detailed in Additional Charges, will apply per hour or part thereof.

#### **MAINTENANCE OF THE PROPERTY**

##### **Fit for Purpose**

The Landlord has a legal responsibility to make sure the property is fit for human habitation at the beginning of the Tenancy and remains so. The Landlord is also responsible to make sure the property is fully compliant with health and safety regulations, including the exterior and any common parts.

The law states that all repairs must be carried out within a reasonable time of the Landlord being given notice of the need for repair. We will carry out the works on your behalf and we will contact you to advise you as frequently as possible. Should we not be able to get hold of your after reasonable attempts or that we deem the work is essential in order to meet your landlord obligations in a timely manner (please refer to Maintenance Schedule), we will arrange for works to be carried out. You agree to assist us in getting any maintenance issues attended to as promptly as possible as. You agree to comply and adhere to the Maintenance Schedule. You agree for us to carry out any works required up to an unlimited amount to meet your obligations under the Maintenance Schedule and for it to be within the stated timely manner. If we deem the work to be an emergency, we may have it carried out without contacting you. We may choose to not overdraw against your account. If the Agent manages the Property but does not hold sufficient funds to arrange repairs or maintenance we are not liable for any loss or damage suffered. We will not arrange for repairs or routine works if we do not manage the property. Should work or improvements be carried out at the Property you should arrange to personally inspect or appoint a representative to personally inspect them for you. We cannot hold responsibility should in the future you not be happy with the work carried out.

##### **Refurbishment and Major Repairs**

We may be able to arrange for partial or total refurbishment of the Property, please call to discuss. All major works over £1000 will be

subject to a charge as mentioned in additional fees.

#### **Insurance Claims**

We will handle insurance claims related to maintenance if required. A time charge of Admin Fee equivalent to 'wait time', as mentioned in Additional Charges, is applicable per hour or part thereof. This is on the basis that you have given your insurance company authorisation to speak to us.

#### **Inventory Check in**

An Inventory and Schedule of Condition is essential whether your Property is let furnished or unfurnished to reduce the risk of any dispute arising in respect of the security deposit. The importance of this cannot be stressed enough. They protect you during tenant disputes and are very valuable. For us to provide optimal experience, an inventory is produced with every new tenancy for the protection of your property. Cutlery and small items are not applicable to be part of the inventory. Only the condition of the property and large items are noted. The inventory produced by us will be have a basic 1 page summary and will mainly be dependent on images. See Additional Charges. The Agent cannot be held responsible for any errors or omissions.

#### **Check Out**

Following on from an Inventory Check In, a Check Out compares the condition of property of when the tenants moved in to when they moved out. The checkout fee covers agreeing with the tenant(s) a check out date and arranging an appointment; if required instructing the inventory provider to attend; simple negotiation with the landlord and tenant(s) any disbursement of the security deposit and unprotect the security deposit. Should there be a dispute in this matter, a fee mentioned in Additional Charges will be applicable to cover our time in attempting to resolve the matter. The fee will include all or some of the following: further and thorough negotiating with landlord and tenant and attempting to come to a solution by digging deeper to finding solution and producing research to solve the dispute before adjudication, Remit any disputed amount to Scheme for final adjudication, collection/preparation of evidence required to be submitted to the scheme.

#### **Housing Health and Safety Rating System (HHSRS)**

The Housing Act 2004 introduced a new system for local authorities to assess housing conditions in England and Wales and it is the owner/landlord's responsibility to ensure that properties are let in a suitable condition. You undertake that the property is compliant in all respects.

#### **Water Systems**

The Agent cannot be held liable for any loss or damage to or from water systems as a result of frost and/or cold weather. The Landlord should therefore ensure that such risks are covered by insurance and that adequate arrangements are made to protect water systems from such damage.

#### **Property Visits**

We will visit the property twice in a twelve-month period. Following a visit, if anything is untoward, you will report back to you. This is not a survey and we cannot be held liable for any hidden or latent defects. If a follow up visit is required to address any issues found, another property visit will be carried out as and when necessary. For HMOs the frequency will be per month. Fee of this service are within Additional Charges.

#### **Waiting at Properties**

If we manage the Property we will endeavour to arrange a mutually convenient time for any contractors to meet the tenant at the Property and undertake work on your behalf. If this is not possible, we may be able to arrange to meet the contractor at the Property but we will charge waiting time at an Admin Fee, mentioned in Additional Charges, per hour or part thereof in addition to the charges made by the contractor. We are unable to meet a contractor if we do not manage the Property.

#### **VACANT PERIODS**

Our services do not include supervision of your Property when it is vacant (eg waiting to be let). On receipt of your instruction we can arrange scheduled visits once a week during our office opening hours. There will be a charge as mentioned in Additional Fees. It should be noted that such inspection can only extend to obvious visual defects and we cannot accept responsibility of any latent or hidden defects.

#### **Premature Surrender**

If on or after the first anniversary of unpaid rent the Property appears to have been abandoned the Tenancy will be deemed surrendered and the Agent will commence proceedings to take possession of the Property.

#### **TAXATION**

We may be required to provide details of Landlords who have let a Property in the UK and the gross rent received. You agree to disclose to us both your residency status and residential address and will notify us of any change to either. Where the Landlord is resident abroad or taxed as such, we will be entitled to retain out of any monies received the amount of any tax and to pay to HMRC. The Landlord hereby indemnifies the Agent against all payments of tax, interest thereon or penalties levied on the Agent.

#### **SOLE AGENCY AND WITHDRAWAL**

In signing this agreement you agree that we are entitled to a 16 week Sole Agency period in which we have the exclusive right to find a tenant for the property. You will be liable to pay our fee in addition to any other costs or charges agreed if at any time we present a ready, willing and able Tenant. Or, as this is a Sole Agency contract, our fees are due with a Tenant introduced by anyone else, including yourself, during our Sole Agency period.

#### **Termination of Management**

The Landlord may withdraw instructions from the Agent with four months written notice. In the event that the Tenant remains in possession of the Property, charges will be payable as if the Agent were then instructed on an Introduction Service basis where a fee of 1 months rent is payable. If the Agent has provided a Rent and Legal Protection Policy there will be a charge of 2.5% of the annual rent or an appropriate proportion of the unexpired term of the policy. The Agent may terminate the Agreement immediately if you breach any of the Terms contained in this Agreement or the Tenancy Agreement, which are not remedied within thirty days of written notice or in the event that you do or do not do something which makes it impossible, impractical or illegal to continue providing our services. We reserve the right to assign our rights and/or obligation under this Agreement. Post withdrawal, the landlord is still liable to pay a fee, mentioned in Additional Charges, when the tenancy becomes periodic, is renewed, extended, rent increased or every 12 months. The terms of this agreement shall continue until the tenant, or any person associated with the tenant originally introduced by the Agent, leaves.

#### **NOTICE OF THE RIGHT TO CANCEL & WITHDRAWAL COSTS**

You must give us written confirmation should you wish to dis-instruct us. You may withdraw your instruction if you haven't asked us to start marketing immediately. If you instruct us to start marketing immediately then it is on the understanding that withdrawal fees of £300, or more if we've found a tenant, will apply if you cancel the contract.

## ADDITIONAL CHARGES

Service Levels	DIY 9%	ESSENTIAL 12%	PREMIUM 15%
<b>Marketing</b>	<b>DIY</b>	<b>ESSENTIAL</b>	<b>PREMIUM</b>
<a href="#">Marketing the property with Professional Photography &amp; Videography</a>	✓	✓	✓
Accompany Viewings & Regular feedback	✓	✓	✓
<b>Pre Tenancy</b>	<b>DIY</b>	<b>ESSENTIAL</b>	<b>PREMIUM</b>
Collect Rent in Advance and Tenancy Deposit	✓	✓	✓
Deposit Protection with DPS / Deposit Replacement Product & Providing Prescribed Information	✓	✓	✓
Arrange Energy Performance Certificate (EPC)	✓	✓	✓
Arrange Electrical Installation Condition Report (EICR)	✓	✓	✓
Notify Utility Providers of change of occupants	✓	✓	✓
Prepare and Supply Move in Statement	✓	✓	✓
Smoke and Carbon Monoxide Test	✓	✓	✓
Organising Pre-Tenancy works	-	✓	✓
Referencing of Guarantor	F	F	✓
Key Cutting and Testing	C + cost	C + cost	✓
PropertyFile	£6.50PCM	£6.50 PCM	✓
Photographic Inventory and Schedule of Condition – Check In – <a href="#">learn more @</a>	G	G	G
Tenancy agreement negotiation, agreeing terms and preparation.	I	I	I
Referencing of up to 2 tenants including initial right to rent check	G	G	G
<b>On Going Tenancy</b>	<b>DIY</b>	<b>ESSENTIAL</b>	<b>PREMIUM</b>
Receive Rent and Remit to Landlord by BACS with statement	✓	✓	✓
Rent Arrears Management	-	✓	✓
Rent Reviews	-	✓	✓
Organise Maintenance Works	-	✓	✓
Point of contact for your tenant	-	✓	✓
Holding of keys during tenancy	-	✓	✓
Tax Record Compliant Statements & Record Keeping	*	✓	✓
Rent Schedule Record Keeping For Compliance	*	✓	✓
Maintain A Valid Gas Safety Certificate	*	✓	✓
Maintain A Valid Energy Performance Certificate (EPC)	*	✓	✓
Maintain A Valid Electrical Installation Condition Report (EICR)	*	✓	✓
Right to Rent Follow Up Re-Checks	G*	G	✓
Interim Property Inspections	F*	F	F
Tenancy Renewals / Annual Periodic Continuation	H	H	H
<b>Maintenance</b>	<b>DIY</b>	<b>ESSENTIAL</b>	<b>PREMIUM</b>
Arrange Annual Gas Safety Certificate	*	✓	✓
Arrange Electrical Installation Condition Report (EICR)	*	✓	✓
Instruct/obtain quotes from contractors	-	✓	✓
Quotes obtained past the initial two quotes, per quote	-	B	✓
<b>End of Tenancy</b>	<b>DIY</b>	<b>ESSENTIAL</b>	<b>PREMIUM</b>
Arrange Deposit Release	✓	✓	✓
Assisting with end of tenancy settlements	-	✓	✓
Arrange end of tenancy cleaning	-	✓	✓
Dispute handling, evidence collection and submission	-	H	✓
Serving of notices, e.g. Section 8, Section 6A etc	E*	E	✓



Photographic Inventory and Schedule of Condition – Check Out – <a href="#">learn more</a> ①	G	G	G
<b>Other/Misc</b>	<b>DIY</b>	<b>ESSENTIAL</b>	<b>PREMIUM</b>
Purchasing Items	-	B + cost	✓
Payment of Other Outgoings. See T&Cs.	-	A	✓
Featured property listing	-	H	✓
Rental Insurance Cover New/Renewal Admin Fee	-	F	✓
Dealing with insurance claims for maintenance per hour or part thereof	-	B	✓
To obtain an estimate of works for redecoration and refurbishment. (This will be deducted from our final fee if you decide to proceed)	-	G	✓
Court attendances – per day or part thereof	-	J	✓
Annual Statement of Income & Expenditure	B*	B	✓
Statutory Landlord Rental Income Notification to HMRC (if HMRC request it)	B	B	✓
Preparation of documents for court attendance by your solicitor, or us.	H, J	H, J	✓
Statutory Declaration Submission	G	G	✓
Land Registry Search	B + £15	B + £15	✓
Change of ownership set up, includes Tenancy & Deposit updating for compliance	J	J	✓
Wait time per hour or part thereof	B	B	✓
Vacant property management service, per month	I	I	✓
Abortive Lets	M	M	M
Manage Major Works over £1000	-	15% OPV **	15% OPV **
Making a payment outside the UK per transaction	B	B	B
Same day payment in the UK per transaction	B	B	B
HMO Licence Application Admin fee	N	N	N
HMO Licence Renewal Application Admin Fee	K	K	K
Selective Licencing Application Admin fee	M	M	M
Selective Licencing Renewal Application Admin fee	L	L	L
Safety Alarm installation (Smoke, Carbon monoxide etc.). May vary if carried out by contractor.	C + cost	C + cost	C + cost
Non-Residential Landlords Monthly Tax Administration Fee	B	B	B
Energy Performance Certificate (EPC)	£96	£96	£96
Gas Safety Certificate	£95	£95	£95
Electrical Installation Condition Report (EICR)	£150	£150	£150

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q
£15	£30	£45	£60	£75	£85	£100	£140	£190	£240	£290	£340	£390	£440	£490	£690	£940

\* These are crucial and necessary for legal compliance and, within DIY, are only available when a monthly compliance retainer fee is paid. Compliance is of upmost importance if you wish to evict a tenant, without which you cannot legally evict your tenant when the need arises.      \*\* OPV = Of Project Value

Fees have been mentioned within the Terms & Conditions and above in Additional Charges. Please read both for your understanding.

**LANDLORD(S)**

**Landlord 1 (Full Name)**

.....

Mobile: .....

Daytime Tel: .....

This can often be a work landline number

Evening Tel: .....

This can often be a home landline number

Email: .....

Correspondence address:

.....

.....

Postcode: .....

**Landlord 2 (Full Name)**

.....

Mobile: .....

Daytime Tel: .....

This can often be a work landline number

Evening Tel: .....

This can often be a home landline number

Email: .....

Correspondence address:

.....

.....

Postcode: .....

**Service required:**

- I require the PREMIUM Service
- I require the ESSENTIAL Service
- I require the DIY Service  
(Mandatory Declaration Required)

**LANDLORD BANK ACCOUNT**

Name of bank and branch:

.....

Sort Code: .....

Account Number: .....

Account in the name of:

.....

Same as landlord 1

Signed: .....

Print Name: .....

D.O.B: ..... Date: .....

**I/we confirm that I/we have read all the information provided here and therefore in agreement.**

**Marketing:**

- This agreement is for immediate marketing
- Start marketing after my verbal/written instruction

**ENERGY PERFORMANCE CERTIFICATE & GAS SAFETY CERTIFICATE**

In signing this agreement, you acknowledge that you are required to provide an up-to-date EPC Certificate and Gas Safety Certificate for your property. You acknowledge the following:

- I will provide a copy of the EPC and Gas Safety within 5 days, should I not, you may instruct one on my behalf.
- I will provide my identification and proof of ownership for the property

**RENTAL PROPERTY DETAILS**

Address: .....  
.....  
.....

Postcode: .....

Allocated Parking Space: .....  
.....

Initial Marketing Rental Value (IMRV):  
£ ..... PCM

Marketing Strategy: .....  
.....  
.....  
.....  
.....  
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.....

**Internal Check List:**

- Photo ID
- Proof of residency
- Proof of ownership

**Signed on behalf of Abbey Property:**  
.....

**Print Name:**  
.....

**Date:** .....

# Abbey Property

**Tried. Trusted. Recommended.**