

AGREEMENT

for property letting and management service



32 Goodmayes Road, Ilford, Essex IG3 9UN
Tele: 0208 590 3202
Fax: 0208 599 8005
Web: www.househunter.ltd.uk



IN THIS agreement the following expressions shall have the following meanings and definitions:

'Agent'	an individual or company who lets or manages property on behalf of its Landlord.
'Landlord'	an individual or company who lets property.
'Member'	an agent (like Househunter Ltd) or landlord who has joined TDS
'Tenant'	an individual or company who holds or possesses property for a time in return for the payment of rent.
'Department'	the Department of Communities and Local Government (DCLG), or any other Government department which becomes responsible for the oversight of tenancy deposit schemes.
'TDS or the Scheme'	Tenancy Deposit Scheme run by the company for the protection of tenancy deposits and the resolution of disputes between landlords, agents, and tenants concerning the return of deposits at the end of tenancies; and which has been set up in accordance with the Housing Act 2004 and under contract to the Department.
'Stakeholder'	a third party who temporarily holds money while its owner is still being determined.
'ICE'	the Independent Case Examiner of The Dispute Service Ltd

Landlord Name _____	The Property (to let) _____
Address _____	Address _____
_____	_____
Postcode _____	Postcode _____
Tele: _____	_____
_____	_____
Bank Name _____	Bank Address _____
Sort Code _____	Account No _____
Account Name _____	_____

I / we the above Landlord(s) do hereby authorise Househunter to Let and Manage the above property subject to the terms and conditions set out below, which I / we have read and understood. I / we also agree to pay Househunter the equivalent of **3 weeks** rent plus vat **Letting Fee** at the commencement of the tenancy and a monthly **12%** plus vat **Management Fee**. I / we anticipate the above Property being let at a Gross Rent in the region of £_____ **per calendar month**.

Signed by Landlord(s) _____	Dated _____
Signed by Househunter Employee _____	Dated _____

1.0 LETTING SERVICE

- 1.1 Inspect The Property where we feel it is necessary and advise on rent levels, furniture and other related matters.
- 1.2 Advise The Property and/or search our current register for suitable tenants and erect a "TO LET" sign if necessary.
- 1.3 Introduce prospective tenants to The Property; arrange a property viewing, negotiate and agree the terms of the tenancy.
- 1.4 Take up and obtain where we feel it is necessary Homelet, telephonic and/or written references.
- 1.5 Draw up and properly execute Tenancy Agreements acting as The Landlord's authorised agents.
- 1.6 Collect the rent due for the first Rental Period in accordance with The Landlord's instructions including damage deposits.
- 1.7 Prepare the Letting Account.

2.0 MANAGEMENT SERVICE

- 2.1 Help liaise with utility service providers to transfer responsibility for payments into the Tenant(s) name.
- 2.2 Help to arrange payment of property related accounts, out of the rental income, such as Council tax, water rates, etc.
- 2.3 Inspect The Property every 4-5 months, if Househunter feels it necessary, and (if requested in writing by The Landlord) produce a short verbal or written report on its condition. The Landlord is invited to attend whenever he wishes. While care is taken to make thorough inspections, Househunter can only be expected to note and report on apparent and obvious defects to The Property. At the end of the tenancy we may carry out a final 'Leaving Inspection' and we strongly invite you to attend. If you do not attend then you accept Househunter's opinion on the condition of The Property as final, and that Househunter is not responsible for any discrepancies between the Inventory details and the state of The Property when the Tenant(s) vacates.
- 2.4 Arrange maintenance and repairs which arise during the tenant's occupation which shall always remain The Landlord's responsibility which would be repaid as a disbursement from rent.
- 2.5 Negotiate rent reviews and renew tenancy agreements in the event of expiry of existing tenancy agreements, or termination by the present tenant and re-market The Property at the best rent, which we at our sole discretion consider achievable. At the expiry of an existing tenancy agreement Househunter may renew the tenancy agreement at a time which we at our sole discretion consider appropriate unless instructed otherwise by The Landlord(s) in writing.
- 2.6 Demand, collect, receive and give receipts for rent and other payments at any time due to The Landlord from any tenant and any other authorised person in respect of The Property. To make just and reasonable deductions in respect of repairs, fees and other outgoings discharged by Househunter. To account to The Landlord as soon as practically possible any rental monies received from tenant(s) and banked as 'cleared funds' by Househunter. Househunter reserves the right to account to the Landlord, only those rental monies which have been 'cleared' by Househunter's bank and where Househunter have received a bank statement to that effect.
- 2.7 To instruct solicitors nominated by The Landlord (when instructed by The Landlord In writing) for the commencement of proceedings, at The Landlord's expense, to recover any sums due or for the possession of The Property. To enter and distrain for rent, and on The Landlord's behalf and in his name to instruct solicitors to represent The Landlord in any proceedings or at any hearing at any court, rent tribunal, rent assessment panel or other court or tribunal.
- 2.8 To instruct solicitors nominated by The Landlord (upon receipt of a written instruction from The Landlord) to give lawful notice to any tenant to abate a nuisance, should it be deemed necessary, or remedy a breach of covenant or for any other purpose whatsoever. To accept surrender of lease or tenancies upon whatsoever term we think fit.
- 2.9 Househunter may provide The Landlord(s) with 'rental guarantee and legal costs protection' (via a Homelet Insurance Policy) for a period of the first six months of a tenancy, **at no cost to The Landlord(s)**.

3.0 LANDLORD'S OBLIGATIONS

- 3.1 The Landlord should, if he has a mortgage/loan on The Property, obtain permission from his lender for the letting; check if his leasehold property is subject to restrictive covenants which may forbid letting; and insure and keep insured for its full replacement value The Property and all the contents of The Landlord (if any) remaining in The Property and to comply with all provisions in the relevant insurance policy or policies.
- 3.2 The Landlord undertakes to ratify all actions taken on his behalf in connection with the letting of The Property by Househunter, and he will at all times indemnify Househunter and keep Househunter indemnified against all actions, proceedings, claims and demands, costs, damages, and expenses which may be levied bought or made against us.
- 3.3 The Landlord must always ensure: all gas appliances and installation pipework are safe and conform to The Gas Safety (Installation & Use) Regulations 1994; compliance with The Electrical Equipment (Safety) Regulations 1994 (amended 1996); and all furniture used in The Property conforms to The Consumer Protection Act 1987 and The Fire and Furnishings (Fire Safety) Regulations of 1988 and 1993.
- 3.4 The Landlord shall arrange for utility services' meters to be read, accounts settled and transferred into the tenant's names from the commencement of the tenancy. Househunter cannot accept any responsibility in the event of the tenant failing to register the services in his name.
- 3.5 The Landlord must either prepare a comprehensive inventory of The Property (fully recording the type and condition of the contents, walls, carpets, curtains, etc on a Househunter Inventory Form) prior to tenants taking possession of The Property; or alternatively instruct Househunter to do likewise. In the event that an inventory form is not prepared by The Landlord, and signed by the tenant and Landlord prior to the tenant taking possession of The Property, Househunter shall be entitled to charge The Landlord £70.00 + vat for providing this service.
- 3.6 At the point of marketing The Property, the Landlord must commission an Energy Performance Certificate and within 28 thereafter, provide prospective tenants a copy in compliance to Directive 2002/91/EC. Failure to do so is punishable by a £200 fine.

4.0 GENERAL TERMS AND NOTES

- 4.1 All negotiations for a tenancy must be conducted through our office.
- 4.2 The word Gross Rent indicated on page one of this document, refers to the maximum rent amount remittable to The Owner prior to deduction of our fees and expenses, and all outgoings for which The Owner is responsible, (ground rent, service charges etc).
- 4.3 We will use our standard forms of tenancy agreement.
- 4.4 This appointment shall be terminated by service of twelve months notice by one party on the other provided that we may terminate this appointment ourselves forthwith and without service of notice in the event of any breach by The Owner of the express terms hereof or in the event of any act or omission on owner's part which makes impracticable the performance of our services hereunder.
- 4.5 Our management function does not include the supervision of The Property when unoccupied.
- 4.6 Househunter shall have no liability to The Landlord for any consequential loss of The Landlord arising out of or in connection with the provision of any services relating to this agreement and our total liability for any such loss shall not exceed the fees paid by The Landlord to Househunter for that year.
- 4.7 Whilst every care is taken in respect of finding a suitable tenant, we cannot accept any responsibility for any default in payment of the rent or any other breach of the tenancy agreement. The Landlord shall instruct Househunter in writing if and when he wishes to have The Property vacated and requires Househunter to issue a notice requiring possession.
- 4.8 Without limiting the generality of the foregoing; where The Landlord fails to instruct Househunter in writing to commence any proceedings and/or instruct solicitors to act on his behalf, we shall not be liable for any losses he may suffer.
- 4.9 Where Landlord(s) are resident abroad, Househunter is required under the Taxes and Management Act 1970 to deduct tax at the basic rate.
- 4.10 Communications sent by ordinary 2nd class post to The Landlord last known address shall be sufficient for all purposes.
- 4.11 In the event of The Owner being paid any rent, out of any housing benefit which is deemed as overpayments to Househunter, by the local council, from the local council from which your tenant/s are receiving housing benefit, The Owner will be liable to repay that rent to Househunter. For the avoidance of doubt it is hereby agreed that any housing benefit which is deemed by Househunter as overpayments to Househunter, shall be paid in whole or in part to The Owner as we shall in our absolute discretion think fit.
- 4.12 In the event of The Owner of The Property taking over the rent collection and/or management of The Property, the fees previously agreed by The Owner for these services shall be payable by The Owner to Househunter, for the whole duration that the tenant maintains occupation of The Owner's property.
- 4.13 If a Tenant introduced by Househunter (or his immediate family) buys The Property during or after any tenancy created via Househunter, The Landlord shall pay Househunter a fee of 1.5% of the sale price plus VAT upon completion.
- 4.14 The Landlord agrees to pay Househunter £100 + vat for each extension of the tenancy agreement, payment for which is deductible from the next rent.
- 4.15 The Landlord agrees to pay Househunter £150 plus vat when and if Househunter is instructed by the Landlord to: lodge a 'Rental Guarantee and Legal Costs Protection' claim with Homelet; prepare rent arrears statements; and attend court to give evidence on the Landlord's behalf (when and if the Tenant fails to pay the rent).

B.1 The Tenancy Deposit

The Agent (Househunters Ltd) is a member of the Tenancy Deposit Scheme, which is administered by:

The Dispute Service Limited
P O BOX 1255
Hemel Hempstead
Herts
HP1 9GN

B.2 If we are instructed by the Landlord to hold the Deposit, we shall do so under the terms of the Tenancy Deposit Scheme.

B.3 The Agent holds tenancy deposits as Stakeholder (if not already specified within the Tenancy Agreement).

B.4 At the end of the tenancy covered by the Tenancy Deposit Scheme

B4.1 If there is no dispute we will keep any amounts agreed as deductions where expenditure has been incurred on behalf of the Landlord, or repay the whole or the balance of the Deposit according to the conditions of the Tenancy Agreement with the Landlord and the Tenant. Payment of the Deposit will be made within 10 working days of written consent from both parties.

B4.2 If, after 20 working days following notification of a dispute to the Agent/Member and reasonable attempts have been made in that time to resolve any differences of opinion, there remains an unresolved dispute between the Landlord and the Tenant over the allocation of the Deposit it will (subject to B4.3 below) be submitted to the ICE for adjudication. All parties agree to co-operate with any adjudication.

B4.3 When the amount in dispute is over £5,000 the Landlord and the Tenant will agree by signing the Tenancy Agreement to submit the dispute to formal arbitration through the engagement of an arbitrator appointed by the ICE although, with the written consent of both parties, the ICE may at his discretion accept the dispute for adjudication. The appointment of an arbitrator will incur an administration fee, to be fixed by the Board of The Dispute Service Ltd from time to time, shared equally between the Landlord and the Tenant. The liability of any subsequent costs will be dependent upon the award made by the arbitrator.

B4.4 The statutory rights of either you or the Tenant to take legal action against the other party remain unaffected.

B4.5 It is not compulsory for the parties to refer the dispute to the ICE for adjudication. The parties may, if either party chooses to do so seek the decision of the Court. However, this process may take longer and may incur further costs. Judges may, because it is a condition of the tenancy agreement signed by both parties, refer the dispute back to the ICE for adjudication. If the parties do agree that the dispute should be resolved by the ICE, they must accept the decision of the ICE as final and binding.

B4.6 If there is a dispute we must remit The Dispute Service Ltd the full deposit, less any amounts already agreed by the parties and paid over to them. This must be done within 10 working days of being told that a dispute has been registered whether or not you want to contest it. Failure to do so will not delay the adjudication but The Dispute Service Ltd will take appropriate action to recover the deposit and discipline us.

B4.7 We must co-operate with the ICE in the adjudication of the dispute and follow any recommendations concerning the method of the resolution of the dispute.

B.5 Incorrect Information

If the Landlord warrants that all the information he has provided to the Agent is correct to the best of his knowledge and belief. In the event that the Landlord provides incorrect information to the Agent 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.

The following clauses can be inserted if the Agent allows the Landlord to hold the Deposit outside TDS

B6. If you decide(s) to hold the Deposit yourself, we will transfer it to you within 5 days of receiving it. You must then register it with another Tenancy Deposit Protection Scheme within a further 9 days if the Tenancy is an Assured Shorthold Tenancy. If you fail to do so the Tenant can take legal action against you in the County Court. The Court will make an order stating that you must pay the Deposit back to the Tenant or lodge it with the custodial scheme which is known as the Deposit Protection Scheme. In addition a further order will be made requiring you to pay compensation to the Tenant of an amount equal to three times the Deposit. You will be unable to serve a Section 21 Notice on your tenant until compliance with the above conditions and the Court will not grant you a possession order. We have no liability for any loss suffered if you fail to comply.

OR

If you decide to hold the Deposit and the Tenancy is an Assured Shorthold Tenancy you must specify to us prior to the start of the Tenancy under which other Tenancy Deposit Protection Scheme the Deposit will be covered. If the Deposit is covered by Tenancy Deposit Solutions you must provide proof of membership, together with a copy of the insurance policy before the Deposit can be released. If the Deposit is to be sent to the custodial scheme known as the Deposit Protection Scheme we will forward the Deposit to the DPS and register the details of the Tenancy on your behalf **OR** give you a cheque for the amount of the Deposit made payable to the Deposit Protection Scheme for you to forward within 9 days.