

AGREEMENT

for property Letting Only Service

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

I / we the above Landlord(s) do hereby authorise Househunter to Let 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. 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 ONLY SERVICE

- 1.1 Inspect The Property where we feel it is necessary and advise on rent levels, furniture and other related matters.
- 1.2 Advertise 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 LANDLORD'S OBLIGATIONS

- 2.1 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.
- 2.2 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.
- 2.3 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.
- 2.4 The Landlord should 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.
- 2.5 The Landlord should prepare an inventory of the property, recording the condition of contents and structure, prior to the tenants moving in or else instruct Househunter to do so. Househunter charge £70 + vat for this service.
- 2.6 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.

3.0 GENERAL TERMS AND NOTES

- 3.1 All negotiations for a tenancy must be conducted through our office.
- 3.2 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).
- 3.3 We will use our standard forms of tenancy agreement.
- 3.4 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.
- 3.5 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.
- 3.6 Communications sent by ordinary 2nd class post to The Landlord last known address shall be sufficient for all purposes.
- 3.7 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.

B.1 The Tenancy Deposit

The Agent (Househunter 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.

Signed by Landlord(s) _____

Dated _____