



LANDLORD INFORMATION GUIDE

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Agency Agreement

This Agreement is made between the Landlord of the Property (named at the end of this Agreement) and Lets Rent acting as agent for the Landlord and hereinafter referred to as "the Agent". The purpose of this document is to set out clearly and concisely the extent of the management and letting services offered and the scale of fees charged.

Standard Management Service & Initial Set-up

Lets Rent provides a property management service to owners (and superior landlords) wishing to let their property. The standard fee for the management service is taken as a percentage of the gross rents due for the period of the Tenancy. An initial set-up fee will be deducted from the first months rent at the start of new tenancy.

The Standard Management Service includes:

1. Advising on the likely rental income and pre-letting preparations.
2. Advertising and generally marketing the Property.
3. Interviewing prospective tenants and undertaking comprehensive referencing by an independent company including financial, employment and address status. Where necessary, additional security would be requested by means of a guarantor. In the case of a company, a full reference would also be taken.
4. Accompanying prospective tenants to view the Property. Full out of hours service and foreign language assistance available.
5. Preparing the Tenancy Agreement and corresponding Notice necessary for the Landlord to gain the protection of the relevant Rent and Housing Acts, renewing the Agreement where necessary at the end of the Term.
6. Liaising with a Landlord's mortgagees where necessary with regard to references and the Tenancy Agreement.
7. Taking a deposit from the tenant to be held by the Agent as stakeholders and lodged with TDS, until the end of the Tenancy when the Property and contents have been checked for unfair wear and tear.
8. Collecting the rent monthly and paying the Landlord monthly less any fees or expenses due or incurred for the period. Payments will be made by bank transfer (unless otherwise agreed) together with a detailed rent statement. We aim to pay rent within 7 working days from receipt.
9. Notifying the utility companies (principally electricity, gas and water) of meter readings and advising them of the transfer of service contracts to the tenant at the beginning of each Tenancy.
10. Inspecting the Property on a quarterly basis. Responsibility for and management of empty property is not normally included, and will only be carried out by special arrangement.
11. Co-ordinating repairs or maintenance including arranging for tradesmen to attend the Property and obtaining estimates where necessary, supervising works and settling accounts from rents received.
12. Carrying out a full Property inspection and inventory check at the end of the Tenancy and dealing with matters relating to unfair wear and tear before releasing the tenant's deposit.
13. If 6 months rent is paid in advance by a prospective tenant our fee will be 12% of the rent plus VAT for this period. Lets Rent Property Limited hold the total amount paid and the rent is paid to the landlord each calendar month. The reason we hold the total money is, if a property should be repossessed during the rental period, our duty is to safeguard the tenant.

Additional items and other expenses will be charged according to the scale of fees defined overleaf. Although the aim is to take every care in managing the Property, the Agent cannot accept responsibility for non-payment of rent or other default by tenants, or any associated legal costs incurred in their collection. An insurance policy can be arranged to cover non payment of rent, please ask for further details



Scale of Fees

Fully Managed Option

Initial set-up fee	£125.00 + VAT
Full Management fee	10% of gross rent + VAT
Rent Recovery Plus (Rent Guarantee Protection)	£250.00 per property per annum inc VAT

Cover for 15 months or vacant possession, whichever comes first. No Excess. Cover should a tenant defend action, that means Homelet will continue to pay the claim until resolved. Legal Expenses for up to £100,000.
For full details please contact the office on: 01536512277

Management Termination Fee	£200.00 + VAT
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There are no hidden charges for inventories or inspections.

Keys: Any copies of keys will be charged at cost.

Energy Performance Certificates

From 1st October 2008 Landlords are required to provide and EPC when they rent out a home. The EPC gives information on the energy efficiency of a property that you wish to let.

If your property requires and EPC then Lets Rent can arrange this for you through: Risdene Home Inspections for a charge of £80.00 inc VAT

Gas Safety Certificates

All properties with gas central heating and any gas appliances are required by law to have a valid gas safety certificate which are to be carried out yearly. We can arrange these at a cost of £75.00 inc VAT

Electrical Installation Condition Reports

As from 1st April 2021 all properties require an Electrical Installation Condition Report. We can arrange these at a cost of £150.00 inc VAT

Let Only Option:

Where the Landlord does not wish the Agent to undertake full management, the Agent can provide a Let Only service.

The fee for the Letting Service is £350.00 + VAT.

Inventories and meter reads can be provided for £100.00.00 plus VAT

The fees are payable at the commencement of the Tenancy and will be deducted from monies received by the Agent on the Landlord's behalf. If the tenant leaves prior to the end of the term of the Tenancy, the Landlord shall not be entitled to reimbursement of any fees paid.

The Letting Service includes:

1. Advising on the likely rental income and pre-letting preparations.
2. Advertising and generally marketing the Property.
3. Interviewing prospective tenants and undertaking comprehensive referencing by an independent company including financial, employment and address status. Where necessary, additional security would be requested by means of a guarantor. In the case of a company, a full reference would also be taken.
4. Accompanying prospective tenants to view the Property.
5. Preparing the Tenancy Agreement and corresponding Notice necessary for the Landlord to gain the protection of the relevant Rent and Housing Acts.
6. It is the landlords responsibility to place the tenants deposit in a Tenancy Deposit Scheme. The agent accepts no liability whatsoever for tenancy deposits on a let only service.



Tenancy Deposit Scheme

As of 6th April 2007 it was made compulsory under the 2004 Housing Act that all tenancy deposits should be protected in a Government regulated scheme and the landlord or his/her agent should be registered with such a scheme. Lets Rent Property Limited are registered with an insurance based scheme and as such are authorised and regulated to take tenants deposits. As a member of the National Approved Lettings Scheme (NAL's) we do get preferential rates and the cost of the tenancy deposit registration is passed on to the landlord at cost.

The tenancy deposit The Agent is a member of the Tenancy Deposit Scheme, which is administered by:

The Dispute Service Ltd

PO Box 541

Amersham

Bucks

HP6 6ZR

phone 0845 226 7837

email deposits@tds.gb.com

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

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

At the end of the tenancy covered by the Tenancy Deposit Scheme

1 If there is no dispute we/the Agent 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.

2 If, after 10 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 be submitted to the ICE Dispute Board for adjudication. All parties agree to co-operate with any adjudication.

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 for any subsequent costs will be dependent upon the award made by the arbitrator.

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

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.

6 If there is a dispute we must remit to 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 or I/we 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.

7 The Agent/Landlord 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.



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.

If you/the Landlord decide(s) to hold the Deposit yourself, we will transfer it to you within 5 days of receiving it. You/the Landlord must 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/the Landlord in the County Court. The Court will make an order stating that you/the Landlord 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/the Landlord to pay compensation to the Tenant of an amount equal to three times the Deposit. You/the Landlord 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/the Landlord a possession order. We have no liability for any loss suffered if you/ the Landlord fail to comply.

**Please note the above is not applicable for landlords who wish to use the Let Only Service, it is the Landlords responsibility to place the deposit in a government regulated scheme.*

Cleaning Service

Lets Rent can offer professional cleaning, carpet cleaning and maintenance services should you require it.

Professional Carpet Cleaning

1 bedroom property - **£100.00**

2 bedroom property - **£150.00**

3 bedroom property - **£200.00**

4/5 bedroom property - **Priced on assessment**

Pre- let Cleans

Prices start from **£50.00** please ask for a quote as prices vary from property to property and also depend on how much work is required.

General Authority

The Landlord confirms that he/she is the sole or joint owner of the Property and that he/she has the right to let the Property 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 as detailed. The Landlord also agrees that the Agent may take and hold deposits on behalf of the Landlord as stakeholder. It is declared that the Agent may earn, from time to time, commissions on insurance policies issued.



Indemnity

The Landlord agrees to indemnify the Agent against any costs, expenses or liabilities incurred or imposed on the Agent provided that they were incurred on behalf of the Landlord in pursuit of the Agent's normal duties. To assist the Agent in carrying out his duties effectively, the Landlord agrees to respond promptly to any correspondence or requests from the Agent.

Maintenance

The Landlord warrants that the Property is made available in good condition and that the Property, beds, sofas and all other soft furnishings all comply with the current fire safety regulations. The Landlord agrees to make the Agent aware of any on-going maintenance problems. Subject to a retained minimum expenditure limit (UK landlords: £75, overseas land-lords: £200) on any single item or repair, and any other requirements or limits specified by the Landlord, the Agent will administer any miscellaneous maintenance work that needs to be carried out on the Property. It is agreed that in an emergency or for reasons of contractual necessity where reasonable endeavours have been made to contact the Land-lord, the Agent may exceed the limits specified. The Agent endeavours to select competent tradesmen at a reasonable price but is unable to personally guarantee the standard of workmanship or any liability arising thereof, although the Landlord retains the right to pursue any claim against appointed tradesmen for substandard work.

By law, it is necessary to carry out an annual inspection and service of the central heating and any gas appliances. The Agent will appoint a suitably qualified contractor carry these out on the Landlord's behalf and administer the necessary inspection and maintenance records.

Overseas Residents

When letting property and collecting rents for landlords overseas, the Agent is obliged by the Taxes Management Act (TMA) 1970 (or under similar powers of any tax legislation) to deduct monies (currently equivalent to 23% of the gross rents) to cover any tax liability. In this situation, the Agent also requests that the Landlord appoints an accountant or reserves the Agent the right to employ a suitably qualified accountant in order to manage correspondence with the Inland Revenue. A standard annual charge will be made for this work and administration expenses may be charged by the Agent for further work requested by the Landlord, the Landlord's accountant or the Inland Revenue in connection with such tax liabilities. In many cases, landlord's tax liability is minimal when all allowable costs are deducted. Many overseas residents qualify for exemption from deduction of income tax at source.

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.

Services

The Agent will take meter readings whenever possible at each change of occupation in the Property and inform the service companies (electricity, gas and water) of these readings and change of occupation. In many cases, the service companies (e.g. British Telecom) require that the new occupiers formally request and authorise the service and it may not be possible for the Agent to do this on the tenant's or Landlord's behalf. Regarding mail, Landlords should take care to in-form all parties (e.g. banks, clubs, societies etc.) of their new address as it is not always possible to rely on tenants to forward mail.



Inventory

Where necessary, the Agent will prepare an inventory for the Property and a charge will be made for this depending on the size of the inventory. The standard inventory will include all removable items in the Property (except items of less than £3 in value) plus carpets, curtains, mirrors, sanitary ware and other articles that, in the opinion of the Agent, need regular checking. Landlords should not leave any articles of exceptional value in the Property without prior arrangement with the Agent. The standard inventory service does not include a full Condition Report (condition, colour and decoration of ceilings, walls, doors and fittings etc.) or photography. This can be prepared at the Landlord's request.

Tenancy Agreement

The Standard Management Service includes the preparation of a Tenancy Agreement in the Agent's standard form(s) and provision of a copy of this Agreement to a designated adviser or building society. Should the Landlord or his advisers or mortgagees require amendment of the contract or require the Agent enter into further work or correspondence, a further fee for this work may be requested. It is agreed that the Agent may sign the Tenancy Agreement(s) on behalf of the Landlord.

Inspections

Under the Standard Management Service, the Agent will normally carry out inspections quarterly starting after the first month. It is not the intention to check every item of the inventory at this stage. The inspection is concerned with verifying the good order of the Tenancy (i.e. the property being used in a 'tenant-like' manner) and the general condition of the Property. This would normally include inspecting the main items (carpets, walls, cooker, main living areas and gardens). Where these were felt to be unsatisfactory, a more detailed inspection would generally be made. Following the departure of tenants, a final inspection of the Property is carried out by the Agent. Testing of all the electrical appliances, heating system and plumbing is not feasible during this inspection; a qualified contractor should be appointed for this purpose should it be required by the Landlord. Any deficiencies or dilapidations would normally be submitted to the Landlord together with any recommended deductions or replacement values. It is agreed that the Agent's judgement will be final in this matter. Should it be necessary, the case will be referred to arbitration with the Royal Institute of Chartered Surveyors, with any costs being shared by Landlord and tenant, or as directed by the arbitrators.

Holding Fees and Deposits

A holding fee is generally taken from a tenant applying to rent a property. The purpose of this fee is to verify the tenant's serious intent to proceed, and to protect the Agent against any administrative expenses (taking out references, conducting viewings, re-advertising) that may be incurred should the tenant decide to withdraw the application. The holding fee does not protect the Landlord against loss of rent due to the tenant deciding to withdraw, or references proving unsuitable. Early acceptance of rent from the applicant would not be advisable until satisfactory references have been received. The deposit amount taken can be no more than the amount equivalent to 5 weeks rent. Upon signing the Tenancy Agreement, the Agent will take a dilapidations deposit from the tenant(s) in addition to any rents due. The purpose of the dilapidations deposit is to protect the Landlord against loss of rent or damage to the Property during the Tenancy itself. These deposits are held by the Agent as stakeholder and will



Termination

This Agreement may be terminated by either party by way of three months' written notice. The minimum fee applies if on termination the total fees due are less than the minimum fee. A placement fee equivalent to one month's rent will be payable where the Landlord intends to continue letting to tenants introduced by the Agent after the termination of this Agreement.

The Landlord shall provide the Agent with any requirements for return and repossession of the Property at the earliest opportunity. Landlords should be aware that any Tenancy Agreement entered into on the Landlord's behalf is a binding legal Agreement for the term agreed. Details of any Tenancy Agreement being entered into will be communicated to the Landlord as soon as possible. Landlords should be aware that the legal minimum notice period to tenants under assured tenancies is generally two months (should the contract allow for early termination) and this needs to be given even in the case of a fixed term Tenancy which is due to expire.

Safety Regulations

The letting of property is now closely regulated with respect to consumer safety. The law makes particular demands regarding the safety, servicing and inspection of the gas and electrical appliances and installations within a property, and with respect to the type of any furniture and soft furnishings that are provided. The following regulations apply:

- Low Voltage Electrical (Safety) Regulations 1989.
- Furniture and Furnishings (Fire) (Safety) Regulations 1988 and 1993.
- Gas Safety (Installation and Use) Regulations 1994 and 1996.
- Electrical Equipment (Safety) Regulations 1994.

The Landlord confirms that he/she is aware of these obligations and that the Agent has provided sufficient information (via explanatory leaflets available on request) to assist with compliance. It is agreed that the Landlord shall ensure that the Property is made available for letting in a safe condition and in compliance with above regulations. The Agent shall ensure that all electrical equipment is checked at the beginning of the Tenancy and every year thereafter. The Landlord agrees to indemnify the Agent against any expenses or penalties that may be suffered as a result of non-compliance of the Property with fire and appliance safety standards.

Instructions

It is agreed that any instructions to the Agent from the Landlord regarding termination, proceedings, major repairs, payment details or other significant details regarding the letting be confirmed to the Agent in writing.

Sale of Property

In the event of a party introduced by the Agent (or any person or body corporate associated with that party) subsequently purchasing the Property, whether before or after entering into a Tenancy Agreement, commission shall be payable by the Landlord to the Agent on completion of the sale at the rate of £750.00, plus VAT.

If a Landlord decides to sell a property during the tenancy Lets Rent will charge an additional one off fee of £100 plus VAT. The reason we make an additional charge is to facilitate the smooth transition of any potential sale. Lets Rent need to liaise with selling agents and solicitors on the landlords behalf, provide information to interested parties, collate and send gas safety certificates and EPC's. To this end there are extra expenses in time, phone calls, postage and potential extra travelling. These items are not covered in the normal management fees.



Value Added Tax

Fees are subject to VAT.

Insurance

The Landlord shall be responsible for the Property being adequately insured and confirms that the insurance policy covers the situation where the Property is let.

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. In the absence of any Rent Guarantee/Legal Protection Insurance, a solicitor would then be appointed and instructed by the Landlord (except where the Agent is unable to contact the Landlord, in which case the Agent is authorised to instruct a solicitor on the Landlord's behalf). The Landlord is responsible for payment of all legal fees and any related costs.

Acceptance and Variation

The terms and conditions of this Agreement may be varied by the Agent at any time or times, but only by prior written notification.

LETS RENT PROPERTY MANAGEMENT ARE MEMBERS OF THE FOLLOWING:



Membership No. L00003-0



NALS Client Money Protection Scheme Licence No. A1997



Membership No. G04131



Registration No. S2049



COMPLAINTS HANDLING PROCEDURE

As a firm accredited by the National Approved Lettings Scheme Lets Rent Property Limited aims to provide the highest standards of service to all landlords and tenants, but to ensure your interests are safeguarded, we offer the following:

☒ If you believe you have a grievance, please write in the first instance to Debs Tilaks at the address below:

☒ Lets Rent Property Limited, 14 Market Place, Kettering, Northants, NN14 0AJ

☒ The grievance will be acknowledged within 3 working days and then investigated thoroughly in accordance with established “in house” procedures. A formal written outcome of the complaint will be sent to you within 21 days. If we require longer than this timescale we will advise you in writing and confirm our response date.

☒ If you remain dissatisfied with the result of the internal investigation, please contact Andrew Foulger who will review the complaint.

☒ Following the conclusion of our in house review we will write to you with a written statement.

☒ If you are dissatisfied with the conclusion of the in-house review of the complaint, you can refer the matter to The Property Ombudsman, Milford House, 43-45 Milford Street, Salisbury, SP1 2BP

