



# RESIDENTIAL LETTINGS AGREEMENT



**IMPORTANT NOTICE: THIS IS A LEGAL DOCUMENT. PLEASE TAKE TIME TO READ IT CAREFULLY AND ASK ANY QUESTIONS RELATING TO THE TERMS AND CONDITIONS BELOW BEFORE SIGNING.**

Address of Property (The Property) .....  
.....Postcode .....

This agreement is between Sealeys Estate Agents Ltd (the agents) and (the landlord) as listed below:

Landlord 1:.....  
Address: .....  
.....  
Home Tel. No: .....  
Work Tel. No: .....  
Mobile: .....  
Email: .....

Landlord 2:.....  
Address: (if different from Landlord 1) .....  
.....  
Home Tel. No: .....  
Work Tel. No: .....  
Mobile: .....  
Email: .....

SEALEYS SUGGESTED MONTHLY RENT .....  
**AGREED MONTHLY RENT** .....

### FEES

The LANDLORD agrees to the following fee package/s with the AGENT:

#### LETTING FEE:

- One Month's rent inclusive of VAT
- Other (please state) .....

#### MANAGEMENT FEE:

- The LANDLORD agrees to the AGENT managing the rent collection of the property for the following fee .....
- The LANDLORD agrees to the AGENT fully managing the property for the following fee .....
- The LANDLORD requires no management of the rent collection and wishes this to be a LET ONLY property.

### COOLING OFF PERIOD

The LANDLORD has the right to cancel this agreement within 14 days of signing should they so wish. Notice of cancellation must be sent to the AGENT in writing.

### TO LET BOARD

The LANDLORD **consents / does not consent** (please delete as appropriate) to the AGENT erecting a To Let Board at the property. Any such boards will comply with the Town and Country Planning Regulations. The AGENT accepts liability for any claim arising under these regulations in connection with the board, unless the action arises as a result of a further board being put up by another agent.

### REFERENCING

The AGENT will strictly reference and credit check all prospective tenants either directly or indirectly via relevant referencing companies (eg. Homelet). However, it is accepted that the AGENT cannot guarantee the bona fides, financial or other suitability of a tenant or be held responsible for conduct and actions of tenants. Notwithstanding the aforementioned no effort will be spared in securing the bona fides of an applicant prior to acceptance as a tenant and commencement of a tenancy.

It is agreed that the tenancy contract is between the LANDLORD AND TENANT. Where legal protection insurance is not available and legal action is necessary the LANDLORD may need to instruct his/her solicitor. The AGENT cannot act in any legal capacity (eg. solicitor/barrister) but will be available as expert witness / agent on behalf of the LANDLORD.

### OVERSEAS LANDLORDS

The Taxes and Management Act 1970 has laid responsibility for payment of tax in respect of those LANDLORDS working and residing abroad firmly on the individual or agent receiving the rental income. If a LANDLORD is to reside abroad, they agree to seek exemption against the AGENT deducting tax by applying for and receiving exemption from the Overseas Landlords Division of the Inland Revenue. Please ask the AGENT for a form. The LANDLORD agrees exemption is to be sought and granted prior to the tenancy beginning.

It is agreed that the LANDLORD will indemnify the AGENT against any demand from H.M. Revenue & Customs resultant from a LANDLORD not undertaking duties aforementioned.

## **INSURANCE**

A LANDLORD agrees to take out all necessary valid insurance cover for Landlords' contents, Landlords' building insurance and Landlords' liability insurance during the tenancy and the period when a property is left vacant and unoccupied.

The LANDLORD agrees to inform all insurers that the property is to be let / sublet, changing its status from owner-occupier to tenant occupied.

It is agreed that the AGENT will not be held responsible or liable for damage to a property whilst unoccupied or whilst conducting accompanied appointments to view.

It is agreed that the AGENT will not be held responsible for injury to persons or property arising out of the condition of property or any hazard relating to surrounding areas of the property. The LANDLORD agrees to provide adequate insurance cover at all times.

It is agreed that the AGENT will in no way, either directly or indirectly, be liable for any deficiency, loss or damage to the property, the fixtures, fittings, furniture and effects howsoever caused, including those within the full boundaries of the property.

## **MAIL**

It is agreed that the LANDLORD remains responsible for redirecting their own mail.

## **UNPAID RENT & LIABILITIES**

It is agreed that the AGENT will not be held liable for any unpaid rent or other unpaid liabilities from the tenant or for any outgoings paid by the AGENT on behalf of the Landlord as instructed if there are insufficient funds available.

The LANDLORD agrees to repay any overpayment of rent including overpaid Housing Benefit / Universal Credit, where applicable.

## **ENERGY PERFORMANCE CERTIFICATE**

By law a property can only be marketed with a valid Energy Performance Certificate. If the LANDLORD does not already have an EPC in place for their property the AGENT will arrange for one to be carried out. The LANDLORD will be responsible for paying for the EPC on receipt of the invoice or if the LANDLORD agrees to the AGENT managing the rental collection for the property the LANDLORD agrees to the EPC fee being taken from rental monies.

## **DATA PROTECTION ACT**

Sealeys Estate Agents Ltd will keep some of your personal data on file and may send you offers and advice in the future including information regarding legislation changes, local information affecting property values and information about the services that Sealeys offer. If you do not wish to receive this service please tick the box

## **DISCRIMINATION**

The AGENT will not discriminate against any person under the definitions of the Sex Discrimination Act 1975 or the Race Relations Act 1976.

## **COMPLAINTS PROCEDURE**

We operate our business in an efficient, professional and courteous manner. Should you be dissatisfied with any aspect of our service, please let us know and we will do our utmost to rectify the situation to your satisfaction. You should be aware that we reserve the right to seek reimbursement from you should a complaint you make be submitted to the Ombudsman for Estate Agents or Court or similar system and found to be vexatious or frivolous. If the complaint is not upheld we will seek to recover any costs incurred in dealing with your complaint through the courts.

## **PROPERTY OWNERS**

The LANDLORD agrees to provide the fullest information to the AGENT concerning owners and joint owners of the property and to seek their full written authority or legal power of attorney to act on their behalf, where applicable. All joint owners / leaseholders must be named in the tenancy agreement and it is agreed full names will be provided to the AGENT.

A LANDLORD agrees to ensure that permission is obtained to let their property from any mortgage lender with a charge on the property, a Superior Landlord, Freeholder, Residents' Association or other relevant organisation or individual where applicable. Failure to do so may legally render rental income void with tenant/s able to claim all rental monies back from the LANDLORD. The LANDLORD agrees to indemnify Sealeys against such an occurrence, including Sealeys agent's commissions received.

## **MANAGING AGENTS**

It is agreed that the AGENT has full authority to act on their LANDLORD'S behalf in whatever role the AGENT has been employed in. It is agreed therefore that the AGENT is to undertake their duties as agent only in full compliance with the law, particularly in relation to safety regulation.

Unless agreed in advance the AGENT'S appointment as managing agents is for the duration of the tenancy including extensions, renewals etc and is subject to six months' notice to terminate from either side.

It is agreed that the AGENT will not authorise any repairs or works without seeking first the verbal permission or otherwise from the LANDLORD, save for when health and safety issues are not being complied with.

It is agreed that the LANDLORD gives the AGENT full authority to act on his/her behalf, and where verbal permission or otherwise is granted to carry out repairs or works, that the contract created with any person or persons undertaking these repairs or works is between the LANDLORD and the contractor.

## **UTILITIES**

It is agreed that the AGENT will ensure that service companies (gas, electricity, telephone etc) and Local Authorities (Council Tax) are notified of a user change at commencement of tenancy, without liability on the part of the AGENT.

The LANDLORD agrees that they be responsible for any service charges, ground rents and building insurances and that the tenant be responsible for gas, electricity, other heating fuels, water, telephone, internet charges and council tax where applicable.

## **DEPOSIT**

Unless otherwise notified or agreed the LANDLORD agrees that the deposit be a minimum amount of one calendar month's rent.

**SELLING FEE**

It is agreed that in the event of a sale of the property agreed with the tenants or any associated party after commencement of tenancy – leading to exchange of contracts the AGENT will then be entitled to a fee of 1% of the sale price + VAT.

In addition, and for the same fee, Sealeys can market your property for sale if requested to other buy-to-let investors, including pension funds, whilst not affecting the current tenancy – meaning you will receive rental income up to the completion of sale contracts.

**ELECTRICAL TEST / PERIODIC INSPECTION**

Whilst it is not mandatory in law that the LANDLORD carries out an electrical periodic inspection, the AGENTS recommend to their clients (Landlords) that one is carried out once an installation is 10 years old and every five years thereafter. Failure to do this could render void a claim on buildings insurance. LANDLORD'S agree to be responsible for checking their policy. The AGENTS cannot offer advice on the safety or otherwise of any electrical installation (we are not Part P qualified electricians or otherwise) and therefore the LANDLORD agrees the AGENTS cannot be held liable for any avoidable insurance or loss of rent due to a Landlord not having his electrical installations checked and upgraded by a suitably qualified electrician where applicable.

It is agreed that the LANDLORD and Tenants are bound by law in relation to deposit monies taken in respect of the tenancy and hence the LANDLORD agrees to be bound by the rules whichever scheme the deposit is lodged under.

**ADVISING OF RIGHTS**

The AGENT is fully conversant with the law and will ensure that the LANDLORD is advised of their rights to regain full possession of their property at the conclusion of tenancy.

**THE PROPERTY OMBUDSMAN**

We are members of The Property Ombudsman and abide by their code of practice. You agree that we may disclose information relating to the sale of your property to the Ombudsman, if you have registered a complaint and they ask for the information. You also agree that we may disclose your contact details to The Property Ombudsman if they ask them to assist in their monitoring of our compliance with their code of practice.

**ARLA**

We are members of the Association of Residential Letting Agents. It is the largest organisation dedicated to letting agents and is regularly consulted by the Government on housing legislations and property related issues.

**VARIATION OF TERMS & CONDITIONS**

The LANDLORD agrees that any variation of the terms and conditions of this agreement will be valid if agreed and notified in writing by the AGENT'S Director, providing that these terms are fair and transparent.

**REGISTERED DETAILS:**

Sealeys Estate Agents Limited

(Company No. 4020881) (VAT No. 753 814225).

Registered Office: 1 Clive Road, Gravesend, Kent, DA11 0RS

Other Office: 61 Pelham Road South, Gravesend, Kent, DA11 8QS

Tel. 01474 369368

Email: sales@sealeys.co.uk

**YOU SHOULD NOT SIGN THIS AGREEMENT UNLESS YOU HAVE READ EACH PAGE IN FULL AND YOU AGREE TO THE AFOREMENTIONED TERMS.**

<b>LANDLORD 1</b> Signature:  Date:	<b>LANDLORD 2</b> Signature:  Date:
<b>For and on behalf of SEALEYS ESTATE AGENTS LIMITED</b>  Signature:  Name: <span style="float: right;">Date:</span>	