

RESIDENTIAL TENANT FIND SERVICE AGREEMENT

1. General

- 1.1. In these Terms and Conditions “we”, “us”, “**The Agent**” means **TopProperty Lettings** and “you”, “**The Client**”, “**The Landlord**” and “**Client**” means the property owner whose is contracting with **TopProperty Lettings Limited** to find a tenant. “**The Property**” should be taken to mean the specific property we are finding a tenant for on your behalf. “**The Contract**” refers to this document.
- 1.2. There shall be separate contracts for each property that we find a tenant for.
- 1.3. These Terms and Conditions form the contract between us and you for the service of finding a tenant for you.
- 1.4. The contract cannot be varied unless we agree to vary it in writing or by e-mail.
- 1.5. This agreement is made between the owner of The Property and TopProperty Lettings Limited.

2. Agency Obligations

- 2.1. The Agent will provide advice as to the likely rental income.
- 2.2. The Agent will advertise and market the Property as appropriate.
- 2.3. The Agent will arrange appointments with potential tenants and attend the property to show tenants the inside of the property.
- 2.4. The Agent will interview prospective tenants and obtain tenant verification documents. The Agent will ask for a guarantor where it is appropriate and this guarantor will be credit checked. Professional tenants will be subject to credit checking and references from both employers and previous landlords if appropriate.
- 2.5. The Agent will ask prospective tenants to provide a landlord and employment reference where possible, which will be made available to The Landlord if required before the agreement with the tenant is signed.
- 2.6. The Agent will prepare the tenancy agreement for the landlord, which consists of an Assured Shorthold Tenancy agreement under the Housing Act 1988. The minimum contract term is six months unless otherwise agreed with The Client.
- 2.7. The Agent will take a deposit from the tenant and submit this to the DPS (Deposit Protection Scheme), the government authorised Tenancy Deposit Scheme. This will be transferred to the landlords DPS account when The Agent is notified of the landlords DPS registration number. If The Landlord requires the use of an alternative Tenancy Deposit Scheme he must inform The Agent at the outset.
- 2.8. The Agent has the exclusive right to market the property and sign up the tenancy until The Contract is terminated. See Section 6 (Cancellation).

- 2.9. The Agent will ensure that a standing order form for rent from the second month onwards is completed by the tenants, which will then be given to The Landlord for submission to the relevant bank. The first month's rent is to be paid to The Agent.
- 2.10. The Agent will ensure that all documentation and keys (if requested by the landlord) are returned to The Landlord provided that no monies are outstanding to the Agent.
- 2.11. The Agent will obtain a move in date from the tenant and will ensure this is suitable for The Landlord.

3. Client Obligations

- 3.1. The Client confirms that they are the owner of either the freehold or the long leasehold interest of the property and has the right to rent out the property.
- 3.2. The Client confirms that if the property is leasehold they have obtained the consent of the freeholder or head lessor to let the property.
- 3.3. The Client confirms that any restrictive covenants (if property is leasehold or otherwise) are detailed in Section 7.
- 3.4. The Client confirms that if the property is leasehold or there are otherwise restrictive covenants that The Agent is not liable for any breach of such by The Tenants.
- 3.5. The Client confirms that if the property is subject to a mortgage they have obtained permission from the mortgage company if required.
- 3.6. The Client will confirm if there are any conditions of any lease or head lease that will impact lettings (eg, no pets).
- 3.7. The Client authorises The Agent to carry out various details of tenant verification and sign up as detailed above.
- 3.8. The Client agrees to The Agency obtaining and passing on security deposits on their behalf.
- 3.9. The Client agrees to assist The Agency in carrying out the duties associated with the tenant finding service offered.
- 3.10. The Client agrees to respond promptly where necessary to any requests from the Agent.
- 3.11. The Client confirms that the property is in a good condition for lettings and that the property, beds, sofas and all other furnishings conform to the current fire and safety regulations.
- 3.12. The Client confirms that an up to date Landlords Gas Safety Certificate is available on this property and that the electrical installation of the property is safe for the tenants.
- 3.13. The Client agrees that The Agent may sign the tenancy agreement(s) on behalf of The Client.
- 3.14. The Client is responsible for the adequate insurance of the property and confirms that the insurance covers a situation where the property is let.

- 3.15. The Client is responsible for ensuring the property meets any requirements of the Healthy Home standards and any statutory obligations regarding safety.
- 3.16. The Client will confirm that if the property requires a license under selective or additional licensing, details of this license (current license or application receipt) are provided to The Agent. The Client agrees that it is their responsibility to ensure the licensing conditions are met, including applying for a license where needed.
- 3.17. The Client should be aware that where a property is empty, let as holiday accommodation, or let as a house of multiple occupation, responsibility for the payment of council tax rests with the owner of the property.
- 3.18. The Agent may make administration charges for further work requested by The Client.
- 3.19. The Client will provide an EPC for the property prior to the property being marketed to let.

4. FEE STRUCTURE

- 4.1. The fees are subject to change.
- 4.2. Core Service
 - 4.2.1.** The Agent has a flat rate tenant finding fee of £399 + VAT at the current rate per property.
- 4.3. Additional services
 - 4.3.1. The Agent requires that an EPC (Energy Performance Certificate) is available for the property. The Agent can provide one for £60 + VAT.
 - 4.3.2. The Agent recommends that a full Inventory and Schedule of Condition be undertaken for the property. The cost for this is £100 + VAT for properties up to 4 bedrooms and £10 per room after this.
 - 4.3.3. The Agent can do a check in of the property with the tenant in attendance. This includes signing out the keys for the property to the tenant, supplying a copy of the Inventory and Schedule of Condition, along with any other information (such as cleaning documents and instructions for use) The Landlord wishes to pass on. The cost of this is £50 + VAT.
 - 4.3.4. The Agent can inform the Utility (Gas, Water, Electricity, Telephone) companies and the local Council Tax office of change over of tenants on check in or check out (providing meter reads where applicable), at a cost of £35 + VAT.
 - 4.3.5. The Agent can do a checkout of the property when the tenant vacates the property. This includes arranging a End of Tenancy Schedule of Condition Report and the checking back in of the keys. The cost of this is £50 + VAT.

- 4.4. The tenant find fee will be paid to The Agent through the first month's rent, which will be paid by The Tenant prior to the commencement of the tenancy. Any balance due from the rent will be paid to the landlord to the account given to us by the landlord.
- 4.5. Additional service fees will be paid for from the first months rent, with the exception of EPC (if commissioned by us) which is required up front prior to the commencement of any property marketing.

5. LIABILITY

- 5.1. The Agent does not accept liability for non-payment of rent, damage or other default by tenants, or any associated legal costs incurred in their collection.
- 5.2. The Agent recommends The Client take out suitable insurance for non payment of rent, damage by tenants and legal costs.
- 5.3. The Agent accepts no liability for application fees paid to The Agent in the case where The Landlord cancels the tenant find service prior to the tenant moving in or the property is no longer available.
- 5.4. The Agent accepts no liability for costs for other services provided to The Client in the case where the landlord cancels the tenant find service prior to the tenant moving in or the property is no longer available. The Client agrees to indemnify The Agent for all costs for services provided.

6. CANCELLING THE CONTRACT

- 6.1. The Agent reserves the right to cancel the contract by giving 21 days written notice and for any reason, as long as that cancellation is made in writing.
- 6.2. The Client may cancel this contract by giving us 21 days written notice with reasons for doing so as long as no monies are unpaid.
- 6.3. In the case where The Landlord wishes to cancel the contract because he has found tenants through his own means, which results in The Agency being disinstructed by The Landlord, there will be a charge of £50 + VAT to cover the advertising costs payable within 14 days of invoice.
- 6.4. If The Client has any cause for dissatisfaction for any aspect of the Management Service provided by The Agent, The Client is asked to put this in writing to us at our address. The Agent will attempt to investigate the matter fully and respond to The Client within 14 days.

7. Selective, Mandatory and Additional Licensing

Note: From 1st April 2015 all properties in Liverpool that are not already covered by Mandatory Licensing will require a property license under a Selective Licensing scheme.

Failure to license will result in a fine of up to £20,000 on successful prosecution.

- 7.1. The Client will be the nominated Relevant Person (Property License Holder) for purposes of Licensing for properties whereby The Agent is only involved in a tenant find basis. This applies for Mandatory, Selective and Additional Licensing.
- 7.2. Vacant properties for new tenant find contracts:
 - 7.2.1. The Client confirms that they will apply for a license for the property prior to the tenants taking up occupation.
 - 7.2.2. It is the responsibility of The Client to ensure the property has a license in all cases.
 - 7.2.3. The Client confirms they will indemnify The Agent from any action in relation to operating the property without a license, for example if after tenants and a license is not applied for or the license is revoked.
- 7.3. In cases where the agent is acting to find tenants for properties that are currently occupied, and will commence management when tenants found by The Agent move in:
 - 7.3.1. The Client will provide proof that the property is currently licensed, or a license has been applied for, for the period up until the tenants sourced by The Agent move in.
 - 7.3.2. The Agent will apply for a license prior to tenants found by The Agent moving in.
 - 7.3.3. The Client agrees to indemnify The Agent for any breach of the license terms prior to The Agent commencing management of the property. Commencing Management means collecting rent from tenants on a commission basis, including other property management duties such as arranging maintenance, property inspections etc.
 - 7.3.4. Payment for licenses will be taken by The Agent from rent paid by tenants. In cases where there is expected to be a delay in payment from tenants The Agent will request payment on account for the license fee
- 7.4. For properties that move onto a fully managed agreement:
 - 7.4.1. The Client agrees to provide proof the property is licensed or proof that the license has been applied for.
 - 7.4.2. Licenses will be renewed at the end of the property license.
 - 7.4.3. The Agent will make best efforts to register the property with a recognised co-regulation scheme to benefit from any discounts available on the license fee.
 - 7.4.4. In cases whereby management of the property is returned to The Client, The Agent will notify The Client and the Local Authority that The Agent is no longer the Property License Holder. The Client will be responsible for ensuring a new license is applied for.

Note: More information on licensing can be found here:

<http://liverpool.gov.uk/media/1081905/frequently-asked-questions-18th-feb-2015final.pdf>

8. Signatures

Documentation we require for tenant find:

- Proof of ownership or authority to receive rent
- Proof of identification
- Passport, HM forces ID document, etc.
- EPC
- Electrical Certificate
- Gas Certificate
- Consent to let from mortgage company if relevent.



Documents can be uploaded to our secure portal at:
<https://www.topproperty-services.com/docs>

About You:

Name:

Address:

Phone number:

Normal place of residence: Within UK Outside UK

Bank Details

Bank Account name:

Sort Code

Account Number

Property Address

Ownership

Freehold

Leasehold

Other (lease option, Rental Guarantee etc)

Restrictive covenants
(eg, no students, no pets,
no housing benefit)

Licensing status:
Licensed

Applied for

Not applied for

* Selective licensing applies from 1st April 2015 and a license is required for all properties that rented out in Liverpool. If the property requires a HMO license proof of license will also be needed.

Contractor Details

Name:

Phone number:

Out of hours provision:
(goes on tenancy agreement
for the tenants information)

Agreement

I/We agree to the terms above.

Signed:

Date:

Notes:

