



# TOPPROPERTY

Student Lettings | Residential Lettings | Property Management

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# STUDENT 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 on the following services, subject to availability:
  - The Agents website
  - Accommodation For Students
  - The Agent window display
  - Rightmove Students

- 2.2 **The Agent** will arrange appointments with potential tenants and attend the property to show tenants the inside of the property.
- 2.3 **The Agent** will obtain tenant verification documents such as proof of address and proof of identity documents and copies of proof of the tenants Right to Rent. Please see clause 3.2 regarding visual checks.
- 2.4 “Student” tenants will not be subject to a full credit check unless the **Client** has rent protection insurance in which case The Agent must be instructed to obtain a full credit check.
- 2.5 “Student” tenants will be required to have a Guarantor. **The Agent** will obtain Guarantor verification documents such as proof of address and proof of identify documents. “The Guarantor” will be credit checked. In cases where the prospective tenant(s) do not have a guarantor **The Agent** will act on the instruction of **The Landlord** to grant or not to grant a tenancy.
- 2.6 The tenancy agreement will be in standard terms unless the **Client** specifically requests otherwise.
- 2.7 The contract period for students is one whole academic year (1<sup>st</sup> July-30<sup>th</sup> June) of which two months are at 50% rent (July and August), unless the students move in during this period in which case full rent is paid by each tenant that moves in.
- 2.8 The Agent will prepare an Assured Shorthold Tenancy agreement under the Housing Act 1988. The contract term is 12 months unless otherwise agreed with **The Client**.
- 2.9 **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.
- 2.10 **The Agent** has the exclusive right to market the property and sign up the tenancy until **The Contract** is terminated. See Section 6 (Cancellation).
- 2.11 **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**.
- 2.12 **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.
- 2.13 **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 - Signatures.
- 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. If the property is let to students, the Insurance Company must be informed that it is a student let and any special requirements of the insurance policy must be adhered to.
- 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 HMO license, details of this license (current license or application receipt) are provided to **The Agent**.

- 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, Gas Safety Certificate and Electrical Safety Certificate for the property prior to the property being marketed to let.
- 3.20. **The Client** is responsible for carrying out the in-person visual checks of documents for right to rent within the Immigration Act 2014 and for obtaining identity documents. Due to the long lead time and the nature of letting property to tenants who may be overseas until before the tenancy starts The Agent will not be able to carry out an in-person visual inspection of right to rent documents.

## 4. FEE STRUCTURE

- 4.1. **Core Service**
- 4.2. **The Agent** has a variable tenant finding fee £125+VAT per tenant.
- 4.3. In cases where only a single tenant is found, for example a third student to join a group of two, or where the property is a single bedroom unit (studio or single bedroom apartment) there is a minimum charge of £300 + VAT.
- 4.4. **The Agent** requires that an EPC (Energy Performance Certificate) is provided as per paragraph 3.19. **The Agent** can provide one for £60 + VAT.
- 4.5. **The Agent** requires that an up to date Gas Safety Certificate is available so that the property can be advertised with Liverpool Student Homes. This can be provided by **The Agent** at a cost of £60 + VAT.
- 4.6. **The Agent** requires that an up to date Electrical Safety Certificate is available so that the property can be advertised with Liverpool Student Homes. This can be provided by **The Agent** at a cost of £90 + VAT.
- 4.7. **The Agent** can erect a to-let board for an additional charge of £20 + VAT. This cost includes the cost of a “let-by” slip and removal of the sign when the property is let.
- 4.8. **The Agent** recommends that a full Inventory and Schedule of Condition be undertaken for the property before a tenant moves in. The cost for this is £150 + VAT for properties up to 5 bedrooms. POA for larger houses.
- 4.9. **The Agent** can do a check in of the property in attendance with the first student tenant to move in, at a cost of £50 + VAT. This includes signing out the keys for the property to the first tenant to move in, 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.
- 4.10. **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.
- 4.11. **The Agent** can do a checkout of the property when the tenant leaves, at a cost of £150 + VAT. This includes arranging an End of Tenancy Schedule of Condition Report and the checking back in of all the keys.
- 4.12. **The Agent** can issue all student tenants with the appropriate notice (normally a Section 21 under the Housing Act 1988) two months before the end of the tenancy to seek possession of the property

on behalf of the landlord when the fixed term of the tenancy ends.  
The cost of this is £50 + VAT per property.

- 4.13. The tenant find fee will be paid to the Agent through the first months rent for the tenant, which is normally due on the 1<sup>st</sup> of July. Any balance due from the rent will be paid to the landlord to the account specified in Section 7 - Signatures.
- 4.14. Additional service fees will be paid for from the first months rent, with the exception of EPC, Gas Safety and Electrical Safety Certificate (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 £75 + 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>

## 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 relevant.



Documents can be uploaded to our secure portal at:

<https://www.topproperty-services.com/docs>

## About You:

Name:

Address:

Phone number:

Email:

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:**

