TOPPROPERTY

Student Lettings | Residential Lettings | Property Management

TENANT FIND
SERVICE AGREEMENT
FOR STUDENT/SHARED AND RESIDENTIAL LETTINGS

	Residential Tenant Find	Student Tenant Find
Service Required		

Outline of our service

This agreement covers the let only service for owners of student, professional sharers, and residential properties. This service is suitable for Student Tenancies, Residential Tenancies, and professional house sharers.

The fee depends on the tenant type. For student or professional sharers **found as group** it is 55% of a normal months rent. For residential tenants it is a fixed fee of £499+VAT (£498.80 inc VAT). For students or professional sharers **found on a per-tenant basis** it is a fixed fee of £325+VAT (£390.00 inc VAT).

Our let service is up to point of contract signing. You will have to arrange your own key delivery to tenants, move-in inspection and inventory, and Right to Rent Checks.

We will take a holding deposit on application which will convert to a tenancy deposit on contract signing, and will be protected within a government authorised Tenancy Deposit Scheme and will serve the required Prescribed Information on tenants. We will transfer this deposit to your Tenancy Deposit Scheme account once protected.

We do not handle check-out inspections or deposit deduction processing.

Once the contract is signed our service is complete and we will invoice you for the service delivered. Upon payment we will send you the tenancy details and signed contract. Please note the contract is still legally binding on you so prompt payment of our invoice is essential.

You can complete this contract online at

https://topproperty-services.com/sign-agency-agreement/

1. General

1.1. In these Terms and Conditions "**we**" , "**us**", "**The Agent**" means **TopProperty Lettings Limited** and "**you**" , "**The Client**" , "**The Landlord**" and "**Client**" means the property owner who 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. Each property let by The Agent for The Client will be on the same terms and conditions as this contract however The Agent reserves the right to request a Contract for each property let for The Client.

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 email.

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 deemed appropriate.

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 to support their application. **The Agent** will not obtain Right to Rent documents unless requested.

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 identity 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. Residential tenants will be subject to a credit check and referencing references from both employers and previous landlords if

appropriate and applications will be subject to suitability and affordability. The Agent will ask for a guarantor where it is appropriate and this guarantor will be credit checked. Referencing information will be made available by **The Agent** for **The Landlord.**

2.7. The tenancy agreement will be in standard terms as an Assured Shorthold Tenancy agreement under the Housing Act 1988.unless The Client specifically requests otherwise.

2.8. The contract period for residential tenants and professional sharers is six months unless The Client specifically requests otherwise.

2.9. The contract period for students is one whole academic year (1st July-30th 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. This period may change depending on when in the student letting cycle it is let or otherwise with the agreement with **The Client**.

2.10. **The Agent** will take a tenancy deposit; a holding deposit will be taken at point of application.

2.11. **The Agent** has the exclusive right to market the property and sign up the tenancy until **The Contract** is terminated. See Section 6 (Cancellation).

2.12. **The Agent** will ensure that a standing order form for rent from the second month onwards is given to the tenants for completion, which will then be given to the landlord by the Tenant for submission to the relevant bank.

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2.14. **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.

2.15. **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 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 good condition for lettings and that the property, beds, sofas and all other furnishings confirm to the current fire and safety regulations.

3.12. **The Client** confirms that an up to date Landlords Gas Safety Certificate and Electrical Installation Certificate is available on this property.

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 license (Selective, Additional, or HMO), 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** confirms they understand the need to provide adequate protection to personal information that may be passed to them as part of the tenant find service and agree to have suitable protections in place and the provisions of the General Data Protection Regulations are followed, including registering with the Information Commissioner's Office as a Data Controller.

3.21. **The Client** agrees to pay the invoice for the service delivered by **The Agent** and further agrees that they are not entitled to receive tenancy contract paperwork until this invoice is paid.

4. FEE STRUCTURE

4.1. Core Service

4.1.1. Student Tenancies and Professional Sharers

4.1.1.1. For Student Tenancies **The Agent** has a variable tenant finding fee of 55% of a normal months rent. For illustrative purposes on a tenancy with 5 tenants bringing in £450 per tenant per month with a gross monthly rent of £2250 the tenant find fee would be £1237.50+VAT.

4.1.1.2. 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 (or studio or single bedroom apartment) for working professionals there is a minimum charge of £325 + VAT.

4.1.2. Residential Tenancies

4.1.2.1. For Residential Tenancies **The Agent** has a fixed fee of £499+VAT for finding and signing up tenants.

4.2. Additional Services

4.2.1. **The Agent** requires that an EPC (Energy Performance Certificate) is provided as per paragraph 3.19. **The Agent** can provide one - cost as per contractors invoice.

4.2.2. **The Agent** requires that an up to date Gas Safety Certificate is available

4.2.3. **The Agent** requires that an up to date Electrical Safety Certificate is available.

4.2.4. **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.

4.2.5. **The Agent** recommends that a full Inventory and Schedule of Condition be undertaken for the property before a tenant moves in. We can provide this on request. The cost for this is £175 + VAT for properties up to 5 bedrooms.

4.2.6. **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, providing any copy of the Inventory and Schedule of Condition to the tenant, along with any other information (such as cleaning documents and instructions for use) the landlord wishes to pass on.

4.2.7. **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.

4.2.8. **The Agent** can do a checkout of the property when the tenant leaves, at a cost of £50 + VAT. This includes arranging an End of Tenancy Schedule of Condition Report and the receiving back all the keys.

4.2.9. The tenant find fee will be paid to **The Agent** by **The Client** within 14 days of issue, excepting where tenancy start date occurs within the 14 day period. In these cases a shorter payment payment period may be required.

4.2.10. Additional service fees and any additional services such as provision of certification will be payable up front.

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.

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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** has the right to cancel the contract within 14 days of signing under the Consumer Rights Act.

6.3. In the case where **The Landlord** wishes to cancel the contract because **The Landlord** has found tenants through his own means, or has exercised the right to cancel the service within the 14 day cooling off period, there will be a charge of £100 + VAT to cover the advertising costs and services delivered, 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. Mandatory Licensing

Note on licensing:

From October 2018, the definition of a licensable HMO was varied from that established in the Housing Act 2004, by removing the “3 storey” requirement. From October 2018, any House of Multiple Occupation with 5 or more tenants, regardless of how many floor levels, require a HMO license. There are very narrow exceptions to this (eg 5+ bed flats in purpose built blocks where there are three or more flats). If you require clarification please contact the local authority.

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 Licensing.

7.2. Vacant properties for new tenant find contracts:

- 7.2.1. **The Client** must provide proof that the license has been applied for
- 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.

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.

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:

You can complete this contract online at

https://topproperty-services.com/sign-agency-agreement/