



## Landlord Agreement

This Agreement is made between the Landlord of the Property (as named at the end of this agreement) and Bassets Property Services Ltd, acting as agent for the Landlord and hereafter referred to as "the Agent". The purpose of this document is to set out clearly and concisely the extent of the letting services offered and the relevant charges payable.

### **"TENANT FIND SERVICE & MOVE IN / CHECK OUT" SERVICE**

Bassets Property Services Ltd provides a tenant finding and checking in and out service to owners (and superior landlords) wishing to let their property. The charge for this service is calculated as a percentage of the gross rent for the first month of the tenancy.

### **1. AGENT'S RESPONSIBILITIES**

Once the Landlord has instructed Bassets Property Services Ltd to act as his/her agent, by signing this Agreement, the Agent will:

- a. Advise upon and agree the proposed rent with the Landlord.
- b. Market the Property in such a way as the Agent considers appropriate to find a suitable tenant.
- c. Arrange, at the Landlord's cost, for a Domestic Energy Assessment to be performed by a qualified assessor (where an Energy Performance Certificate (EPC) is not already in existence or provided), with the resulting Certificate being provided both to the Landlord and to any future ingoing tenants. An EPC lasts for 10 years and will then require renewal.
- d. Vet and select prospective tenants through checking credit and other references such as personal, professional and/or those from previous landlords or their agents.
- e. Collect and hold on behalf of the Landlord and tenant a deposit of one and a half months' gross rent (or one month's gross rent plus £200 in the case of bedsits and garages) as a "Damage Bond" against breakages and breaches of covenant.
- f. Aim, within 14 days of receipt of the first month's rent, to credit to the Landlord the total rent received from the tenant LESS any charges due to the Agent (see Condition 4 below).
- g. Draw up a Tenancy Agreement using our standard Assured Shorthold Tenancy Agreement and specified Notices in accordance with the relevant Housing Act(s) and/or other relevant legislation.
- h. Instruct an independent Inventory Clerk to prepare a detailed Inventory and/or Schedule of Condition of the property prior to the commencement of the tenancy.
- i. Check the tenant into the Property.
- j. Check the tenant out of the Property on termination of the tenancy and assess the overall condition of the Property and, where necessary, any damage, subject to fair wear and tear.
- k. When instructed by the Landlord, serve the required two calendar months' Notice of Termination upon the tenant.
- l. Demand payment from the tenant in cases where there are insufficient funds in the "Damage Bond" to meet repair/replacement costs.
- m. Inform all utilities (e.g. Water, Gas, Electricity, Council Tax) when the Landlord vacates the Property, when the tenancy commences and when the tenancy ends, providing meter readings where applicable and possible.

### **2. LANDLORD'S RESPONSIBILITIES**

- a. If the Property is to be let subject to a mortgage, to obtain and provide a copy of the written consent from the mortgage lender to sub-let in prior to the commencement of the tenancy.
- b. To prove ownership of the property and to gain and provide a copy of written authority to let the Property from any joint owners who must be named in the Tenancy Agreement.
- c. If the Property is leasehold, to ensure that
  - Any intended letting is permitted by the terms of the headlease.
  - The period of the tenancy expires before the termination of the headlease.
  - The written consent of the superior landlord is obtained for sub-letting.
  - A copy of the headlease is made available to the Agent for inclusion within the Tenancy Agreement.
- d. To advise the Landlord's buildings and contents insurer of his/her intention to let and to provide evidence to the Agent that the Property and contents are kept fully insured.
- e. To provide the Agent with a current Energy Performance Certificate prior to the commencement of the initial tenancy, or where a current EPC does not exist, to commission the Agent to obtain a Certificate prior to the commencement on the Landlord's behalf (see 1.c. above).
- f. To arrange for disconnection of the telephone on the Landlord's vacation of the property and pay for any reconnection charges upon returning to the property (NB please note that no guarantee can be given to the Landlord that a particular telephone number can be retained at the property).
- g. To pay any outstanding utility charges covering the period up to and including the Landlord's vacation of the Property and for any period when the Property is vacant.
- h. At the Agent's discretion, to ensure that the carpets in the Property are professionally cleaned prior to the commencement of the tenancy.
- i. To ensure that the Property has a working TV aerial.
- j. To ensure that all furniture, furnishings and appliances in the Property comply with current safety legislation.
- k. To ensure that all gas appliances have been checked or serviced by a tradesperson who is on the Gas Safety Register within the 12 months prior to the date of signing this contract and then annually thereafter, with a copy of each relevant certificate being supplied to the Agent, with any required remedial work undertaken promptly.
- l. To effect an electrical check on the wiring and electrical supply to the property and have PAT tests undertaken on all sockets and electrical appliances in the property prior to the commencement of the tenancy, with any required remedial work undertaken promptly. Annually thereafter, to have PAT tests undertaken on all sockets and electrical appliances in the property.
- m. To provide the Agent with sufficient sets of keys to the Property in time for the start of the tenancy. If insufficient sets of keys are made available, the Agent will obtain additional copies at the expense of the Landlord.
- n. To collect the monthly rent on an ongoing basis.
- o. To give notice in writing to the Agent of the Landlord's intention to repossess the Property. This notice must be given in sufficient time for the correct termination notices to be served on the tenant.
- p. To keep the Agent informed at all times of the Landlord's current contact details.
- q. To pay the Agent's charges as stated in Condition 4 below.
- r. To have any resulting Tenancy Agreement formally stamped, if required, and to bear any associated costs.
- s. To provide any garden equipment necessary to enable the tenant to fulfil his obligation to keep the garden (if any) in good order.
- t. To ensure that chimneys and flues for any working fireplaces within the Property have been swept prior to the commencement of the tenancy.

### **3. GENERAL TERMS**

- a. Should the Landlord not wish to use the Agent's standard Assured Shorthold Tenancy Agreement, the Landlord should instruct his/her solicitors to draw up an agreement and will be responsible for bearing all the costs involved.
- b. Value Added Tax (VAT) will be charged at the prevailing rate on all charges.

- c. The Agent will erect a board signifying that the Property is available for letting, unless instructed otherwise by the Landlord.
- d. Either party may terminate this Agreement prior to the commencement of the initial tenancy by giving two weeks' written notice to the other party.
- e. Either party may terminate this Agreement on the vacation of a tenant, or on the occasion of a material breach of any condition of this Agreement during the tenancy or by way of 2 months' written notice to the other party.
- f. The Agent reserves the right to assign its rights and/or obligations under this Agreement where appropriate.
- g. Upon signing this Agreement, the Landlord has authorised Bassets Property Services Ltd to act as his/her managing agent in relation to this "Tenant Find & Move in / Check Out" Service.
- h. The Landlord warrants that the Agent will not be held responsible for ensuring that any chimneys and/or flues at the Property are swept regularly.

#### **4. CHARGES & EXCLUSIONS**

- a. A one-off charge is payable which will be 100% + VAT of the first month's rent (subject to a minimum of £400 + VAT). This will be deducted from the first month's rent, with the balance paid to the Landlord as already specified in Condition 1 above, minus any charges due to the agent.
- b. Additional charges may only be payable by the Landlord to the Agent if:
  - Advertising is required in more specialist publications, in which case any cost will be discussed and agreed with the Landlord in advance.
  - This Agreement is terminated by the Landlord before the completion of the tenancy documentation by the tenant. In such an event, the Landlord will be required to pay for any advertising and administrative costs already incurred by the Agent together with any reasonable costs incurred by an accepted applicant for a proposed tenancy, where an offer of tenancy has been made.
  - The Landlord intends to continue letting to tenants introduced by the Agent after termination of this Agreement, in which case a placement fee equivalent to three quarters of one month's prevailing rent will be payable.
  - The Landlord sells the Property to any tenant or other party introduced by the Agent, in which case the prevailing selling fee will be payable.
  - The Landlord requires the Agent to perform any additional duties on his/her behalf which are not already specified within this Agreement as being included in the "tenant finding & checking in/out" service. In such a case, an appropriate charge will be discussed and agreed by both parties before any duties are performed.

#### **5. LEGAL PROCEEDINGS**

In the event that a tenant is in breach of a tenancy agreement, the Landlord him/herself is responsible for instructing a solicitor to instigate legal proceedings and to pay for all resulting costs.

**6. 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.

- I/We confirm that we have read the Agreement and wish Bassets Property Services Ltd to undertake the letting, checking in and out of the tenant to the Property as my/our agent.
- I/We also confirm that I am/we are the sole/joint owners of the Property known as:

.....  
 This Agreement is a legally binding document. Consequently, if you are unsure about your rights in relation to the terms of this Agreement, you may wish to consult a solicitor before signing it.

Landlord's Full Name(s): .....

Signed: ..... Date: .....

Landlord's Full Name(s):.....

Signed: ..... Date: .....

Signed on behalf of the Agent:..... Date: .....  
(for Bassets Property Services Ltd)

