



## **TERMS & CONDITIONS**

### **Clarity Housing Limited**

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COMPANY No: 13687369

This is an agreement made between the Landlord(s) of the property and Clarity housing Limited (herein referred to as the "Agent"). The Terms of this agreement and fees payable are laid in this document.

## **GENERAL AUTHORITY**

Where necessary the Landlord confirms that permission to let has been granted by the mortgagee or leaseholder. The Landlord agrees that the agent will carry out the various duties of the property management as listed below:

FULL NAME AND ADDRESS OF LANDLORD:

Terms Of Business Start Date:

Terms Of Business End Date:

## **LETTING AGREEMENT**

The management service includes the preparation of an appropriate tenancy agreement in the Agents standard form. Should the Landlord, his advisors, mortgages or leaseholder require amendments to the standard agreement a further fee may be payable. It is agreed that the Agent may sign a tenancy agreement on behalf of the Landlord and that the Landlord will abide by the terms. Tenancy agreements will be assured short hold agreements issued for a minimum term of six months unless otherwise advised.

## **AGENTS RESPONSIBILITIES**

### **AGENT LIABILITY**

The agent agrees to act on behalf of the landlord and take all reasonable steps to ensure that a tenancy is conducted correctly.

### **UTILITY SERVICES**

The Agent will take metre readings wherever possible at the start of each tenancy in and endeavour to inform the appropriate utility company of the tenant's details. The landlord takes responsibility for the disconnection of the service with the Utility provider. The Landlord also takes responsibility for settling his/ her own final accounts. The Agent cannot guarantee that the relevant Utility companies will amend their account details to any new tenant, and accepts no liability for costs resulting from a lack of cooperation from the Utility companies. The Agent cannot accept responsibility for any problems caused when utility suppliers have been changed without the Agents authority.

**The landlord is responsible for any council tax preceding the date of this agreement, inclusive of void periods. The landlord is to provide Clarity Housing Ltd of previous council tax billing for reference of payment.**

### **TERMINATION**

In the event that this agreement is cancelled by the landlord, once marketing has begun and prior to the arranging of a tenancy, an administration charge of £250 + VAT is payable. If this agreement is cancelled during the period of a tenancy then the charge will be equal to the greater of either:

- a. Our management shall continue for the term of the tenancy agreement and thereafter can be terminated by Two month's written notice. A fee equivalent to one-month rent will be payable where the Landlord intends to continue letting to tenants introduced by the Agent after termination of this agreement.
- b. Should a tenancy have ended and the property vacated then either party can terminate this agreement upon receipt of one month's written notice.
- c. If you are in breach of this agreement we, the agent, reserve the right to terminate the same in writing with immediate effect.
- d. We, the agent, reserve the right to terminate this agreement at any time upon one month's written notice.

We will invoice you within seven days in respect of any outstanding monies due from you upon termination of the agreement.

### **MAINTENANCE:**

The agent will manage any miscellaneous maintenance work that they deem appropriate on the property up to a limit of £250 without referring to the Landlord. In the case of an emergency, the Landlord agrees to accept the agent's discretion.

### **THE TENANCY DEPOSIT**

The Agent is a member of the The Deposit Protection Scheme, Agent ID – If we, the Agent are instructed by you, the Landlord to hold the deposit then we shall do so under the terms of the Tenancy Deposit Scheme. The Agent holds tenancy deposit as Stakeholder (if not already specified within the Tenancy Agreement) The Housing Act 2004 (Chapter 4, sections 212-5; Schedule 10) made provisions for both the protection of tenancy deposits and the resolution of disputes over their return. The Dispute Service has been awarded a contract by the Government to run one such scheme: The Tenancy Deposit Scheme (TDS). The legislation came into effect on 6 April 2007. After that date, all deposits taken for Assured Shorthold Tenancies will have to be covered by a tenancy deposit protection scheme.

At the end of the tenancy if there are no disputes, we will repay the full deposit to the tenant. If there have been any costs incurred by the landlord due to the tenant, then the deposit will be returned to the tenant minus any deductions. Before the deposit is returned to the tenant, you can inspect the property once the tenant has left. However, you must do so within seven days from the date of the tenant leaving the property. If you do not inspect the property within this period, we will return the deposit to the tenant relying on our own inspection. If after 7 working days following there is a dispute over the allocation of the Deposit. Where reasonable attempts have been made in that time to resolve any differences of opinion, there will remain an unresolved dispute between the Landlord and the Tenant. The dispute will be submitted to the ICE for adjudication. All parties agree to cooperate with any adjudication. If there is a dispute I/we must remit to The Dispute Service Ltd the full deposit, less any amounts already agreed by both parties. This must be done within 10 working days of being told that a dispute has been registered whether or not you or I/we want to contest it.

## **OTHER RESPONSIBILITIES**

As an agent we agree to:

- 1) Visit the property to perform a market appraisal, and give advice on letting and information on letting and related services.
- 2) Advertise your property on the relevant portals that we deem appropriate in the opinion of our company.
- 3) Erect a "To Let" board if needed.
- 4) Advertise the property on our company Website /social media channels.
- 5) Find a tenant for the property.
- 6) Ensure that the tenant submits the necessary paperwork required such as, appropriate, references from an employer, previous Landlord and proof of income.
- 7) Conduct a Credit Check for the tenant.
- 8) Negotiate an acceptable monthly rent for property.
- 9) Negotiate special terms in the Tenancy Agreement.
- 10) Draft the Tenancy Agreement.
- 11) Execute the exchange of the tenancy documents.
- 12) Collect the deposit from the tenant and the first payment of rent due under the tenancy.
- 13) Hand over keys and check the tenant in.
- 14) Arrange for the drawing up of an inventory and/ or schedule of condition.
- 15) Collect the rent on a monthly basis and forward the amount due to you.
- 16) Notify you if there are any issues with the property.
- 17) Be responsible for the day to day management of your property which may involve arranging for general repairs or maintenance to be carried out.
- 18) Visit the property on a quarterly basis for a written and recorded inspection
- 19) At the end of the tenancy check the inventory and/ or schedule of condition to assess whether the property is, in our opinion, in a reasonable state of repair.
- 20) Return the deposit to the tenant at the end of the tenancy after he/she vacates the property provided that they have, in our opinion complied with the terms of the tenancy, the condition of the property is satisfactory and the items listed in the inventory and/ or schedules of condition are satisfactory.

## **LANDLORDS RESPONSIBILITIES**

### **KEYS**

It is agreed that the landlord provides the Agent with a minimum of 2 sets of keys to a property. In the event that only one set of keys is provided, it is agreed that the Agent will have an additional set cut, with the cost being paid by the Landlord. If window keys and padlocks remain in the property, the Landlord accepts that the agent cannot guarantee that these are inventoried and monitored. If the landlord requires visiting the property, then a notice of at least 48hours must be given to the agent so that the tenant can be informed.

### **CONSENT TO LET**

It is the Landlords Responsibility that if they have a mortgage, they must obtain a letter of consent from your mortgage lender. If the landlord is a leaseholder then they must have consent to let out the property.

**SAFETY REGULATIONS:** The Landlord confirms that the agent has made him/ her fully aware of their legal obligations and has provided sufficient information to assist with compliance of the following regulations:

**Gas Safety (Installation & Use) Regulations 1994.** I/We accept that gas appliances and installations must be checked and found to be safe by a CORGI registered engineer annually. I/We undertake to ensure that the above-mentioned property or The Agent must have the safety check carried out on your behalf, prior to a tenant's occupation, the fee will be deducted from the first month's statement. **Electrical Equipment (Safety) Regulations 1995:** I/We hereby certify that the wiring at the property in both fixed electrical equipment and the building itself meets all electrical and fire safety regulations. If you require The Agent to have the safety check carried out on your behalf, prior to a tenant's occupation, the fee will be deducted from the first month's statement.

**Smoke Alarms:** I/We hereby acknowledge that, where smoke alarms are installed at a property, I/We shall be responsible for ensuring that they are fully functional and fitted with new batteries (unless hard-wired) before a new tenant moves into the above mentioned property.

**Furniture and Furnishings (Fire) (Safety) Regulations 1993:**All soft furnishings in furnished or partially furnished properties must comply with fire resistance requirements that came into force in 1988. I/We confirm that in relation to the above-mentioned property no furniture exists which may contravene these regulations. As mentioned above, regulations are subject to change and I/We accept responsibility for ensuring that any amendments to either existing legislation or conditions made mandatory by new legislation are fully met.

I/We accept that The Agent(s) have the right to have mandatory work and/or inspections undertaken at the property if I/We fail to comply with any act of legislation affecting my property.

I/We hereby agree that this does not make The Agent(s) responsible for doing the work and agree to meet all costs incurred ensuring the tenancy complies with legislation. It is agreed that the landlord shall ensure that the property is made available for letting in a safe condition and in compliance with all legal requirements. The landlord agrees to indemnify the agent against any expenses or penalties that may be incurred as a result of non-compliance of the property of fire and appliance safety standards.

## **LEGAL PROCEEDINGS**

Any delays in payment of rent or other minor breaches of the tenancy agreement will be dealt with by the agent in the first instance. Where there are significant breaches of the tenancy agreement, the Landlord will be advised accordingly. It is agreed that if required, the agent will prepare the appropriate notice to the tenant and advise the Landlord of their options. The Landlord accepts that the Agent is not qualified in legal proceedings and that a legal expert is required should lawyers be instructed.

## **INDEMNITY**

The Landlord agrees to indemnify the agent against any cost, expenses or liabilities incurred or imposed on the agent, provided that they were incurred on behalf of the Landlord in pursuit of the agent's duties. The Landlord agrees that if he/she does not respond promptly to the agent's request for instructions, the agent may act as it deems appropriate, and any costs of such action will be covered by the Landlord.

**INSURANCE**

The Landlord shall be solely responsible for ensuring that the property is adequately insured and that the insurers are aware that the property is let. In the event of an insurance claim, the Landlord will deal directly with his/ her insurance company.

**INCORRECT INFORMATION**

The Landlord warrants that all the information he has provided to the Agent is correct to the best of his knowledge and belief. In the event that the landlord provides incorrect information to the Agent, which causes the Agent to suffer loss or causes legal proceedings to be taken, the Landlord agrees to reimburse and compensate the Agent for all losses suffered.

**COMMISSION AND FEES:**

An agreement has been made between the landlord and Clarity housing Limited that the landlord will receive;

**RENT AMOUNT:**

**MANAGEMENT FEE:**

**NET AMOUNT TO LANDLORD:**

**SIGNED** \_\_\_\_\_

**PRINT** \_\_\_\_\_

**DATE**  
**(LANDLORD)**

**SIGNED** \_\_\_\_\_

**PRINT**

**DATE**

**(ON BEHALF OF Clarity housing Limited )**

**CLARITY HOUSING LIMITED**

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