



**LANDLORD AND AGENT  
TERMS & CONDITIONS**

This is a legally binding document. Please read it thoroughly before signing.

**Clarity Housing Limited**

Office address: Office 101, 11 Burford Road, Stratford E15 2ST

Website: [www.Clarityhousing.com](http://www.Clarityhousing.com)

Email: [info@Clarityhousing.com](mailto:info@Clarityhousing.com)

Company No: 13687369

**DATE:**

Initials of Agent: NM

This is an agreement (“**Agreement**”) made between the “**parties**”, the landlord (the “**Landlord**”) of the property referred to below (the “**Property**”) and Clarity Housing Limited (Office 101, 11 Burford Road, Stratford E15 2ST, company number: 13687369 (herein referred to as the “**Agent**”). The Terms of this Agreement are specified below.

## **THE AGREEMENT**

The parties agree to the terms of this Agreement set out below.

### **1) GENERAL AUTHORITY**

- 1.1. The Landlord confirms that they are the sole or joint owner of the Property, and they have the permission and/or the right to lease out the Property.
- 1.2. 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 in accordance with the terms of this Agreement.

### **2) TENANCY AGREEMENT**

The Landlord agrees that the Agent’s management service includes the preparation of an appropriate tenancy agreement in the Agent’s standard form. Should the Landlord, his advisors, mortgagees, 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 shorthold tenancy agreement issued for a minimum term of six months unless otherwise advised.

## **AGENTS RESPONSIBILITIES**

### **3) RESPONSIBILITIES**

3.1. The Agent agrees to:

- 3.1.1. Visit the Property to perform a market appraisal and give advice on letting.
- 3.1.2. Advertise the Property on the relevant portals that the Agent deems appropriate.
- 3.1.3. Erect a “To Let” board if needed.
- 3.1.4. Advertise the Property on its company website/social media channels.
- 3.1.5. Find a tenant for the Property.
- 3.1.6. Ensure that the tenant submits the necessary paperwork required such as references from an employer, previous Landlord and proof of income.
- 3.1.7. Conduct a Credit Check for the tenant.
- 3.1.8. Negotiate an acceptable monthly rent for the Property.
- 3.1.9. Negotiate specific terms in the tenancy agreement.
- 3.1.10. Draft the tenancy agreement.
- 3.1.11. Execute the tenancy documents, including signing the tenancy agreement on behalf of the Landlord as the Landlords’ management Agent.
- 3.1.12. Collect the deposit from the tenant, protect it under the Deposit Protection Scheme and the first payment of rent due under the tenancy.
- 3.1.13. Hand over keys to the tenant and check the tenant in.

- 3.1.14. Arrange for the drawing up of an inventory and/ or schedule of condition of the Property.
- 3.1.15. Collect the rent monthly and forward the net amount due to the Landlord.
- 3.1.16. Notify the Landlord if there are any issues with the Property.
- 3.1.17. Be responsible for the day-to-day management of the Property which may involve arranging for general repairs or maintenance to be carried out.
- 3.1.18. Visit the Property at least on an annual basis for a written and recorded inspection.
- 3.1.19. At the end of the tenancy check the inventory and/ or schedule of condition to assess whether the Property is, in the Agent's opinion, in a reasonable state of repair.
- 3.1.20. Subject to clause 6 (Tenancy Deposit) of this Agreement, return the deposit to the tenant once the tenant has left the Property if the tenant has, at the Agent's discretion, 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.

#### **4) UTILITY SERVICES**

- 4.1. At the start of this Agreement, the Landlord takes responsibility to notify the existing utility providers that there will be a change of occupants in the Property.
- 4.2. The Landlord agrees to pay the costs of the utilities in the event that the Property is unoccupied.
- 4.3. The Landlord also takes responsibility for settling their own final accounts with utility providers.
- 4.4. The Agent will take meter readings wherever possible at the start of each tenancy and reasonably endeavour to register the new tenants contact details with the utility providers.
- 4.5. The Agent cannot guarantee that the relevant utility providers will amend their account details to any new tenant and accepts no liability for costs resulting from a lack of cooperation from the utility providers. The Agent does not accept responsibility for any problems caused when utility providers have been changed without the Agent's authority.

#### **5) MAINTENANCE**

- 5.1. All maintenance costs for the Property will be invoiced and paid for by the Landlord. The Agent will manage and attempt to remediate miscellaneous maintenance work to the Property that the Agent deems appropriate up to a limit of £350 + VAT per maintenance job without requesting permission from the Landlord. In case of an emergency, and the Agent will use their discretion to manage maintenance work which exceeds £350 + VAT, the Landlord agrees to accept the Agent's decision to carry out the required maintenance job.
- 5.2. The Agent will reasonably endeavour to inform the Landlord of any maintenance work carried out on the Property.
- 5.3. Any maintenance cost paid for by the Agent will be deducted from the rent payments received from the tenant. In the event that the tenant has not been paying rent, the Landlord agrees to reimburse the Agent for all maintenance costs and expenses. The Agent will invoice the Landlord after the maintenance work is carried out.

5.4. The Landlord also agrees to update the Property with reasonable renovations and make refurbishments, and at least, carry out a review and inspection of the Property every two years from the date of this Agreement, or permits the Agent to carry out the inspection for refurbishments. In the event that the Landlord requests the Agent to carry out renovations and refurbishments, the Landlord agrees to reimburse the Agent in full and agrees to pay the Agent 10 per cent of the each of the works carried out.

## **6) TENANCY DEPOSIT**

6.1. The Agent is a member of the Deposit Protection Scheme, Agent ID – 4455800. If the Agent is instructed by the Landlord to hold the deposit, then the Agent agrees to do so under the terms of a Tenancy Deposit Protection Scheme (“TDP”). The Agent holds the tenancy deposit as a stakeholder in accordance with the rules of a TDP.

6.2. Once the tenancy ends, the Landlord may request the right to inspect the Property within 5 working days after the tenant has vacated the Property and before the deposit is returned to the tenant. If the Landlord does not inspect the Property within this period, the Agent may take steps to return the deposit to the tenant if the Agent is satisfied that the Property is in a satisfactory condition.

6.3. At the end of the tenancy if there are no disputes over whether the deposit should be returned to the tenant, the Agent agrees to take steps to recover the deposit from the selected TDP to return the deposit to the tenant. If there have been costs or expenses incurred by the Landlord attributable to the tenant, or any rent arrears, then the deposit will be returned to the tenant deducting the appropriate costs where possible.

6.4. If after 5 working days following the tenant vacating the Property, and there is a dispute over the allocation of the tenant’s deposit, the dispute may be escalated by the Landlord at their own discretion.

## **LANDLORDS RESPONSIBILITIES**

### **7) KEYS**

It is agreed that the Landlord will provide the Agent with a minimum of 2 sets of keys to the Property when this Agreement is executed. If only one set of keys is provided, it is agreed that the Agent will have an additional set cut, with the costs being paid for 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.

### **8) VISITATION**

The Landlord agrees to allow the Tenant to enjoy the Property without interference during the entire tenancy period. If the Landlord intends to visit the Property for inspection, then the Landlord shall give written notice to the Agent. The Agent will arrange a visit to the Property subject to the tenant’s availability.

### **9) CONSENT TO LET**

It is the Landlord's responsibility, in the event that they have a mortgage over the Property, to obtain a letter of consent from their mortgage lender. If the Landlord is a leaseholder, then the Landlord must have consent to let out the Property from their landlord.

## **10) COUNCIL TAX**

The Landlord is responsible for any council tax preceding the date of this Agreement, inclusive of vacant periods. The Landlord agrees to provide the Agent previous council tax billing for reference of payment.

## **11) SAFETY REGULATIONS**

11.1. The Landlord has several legal obligations to consider when letting out the Property. The Landlord confirms that the Agent has made them aware of their legal obligations and has provided sufficient information to assist with compliance of key health and safety regulations relating to letting out a property, however the Agent is not liable or responsible for any non-compliance with applicable health and safety regulations relating to the Property, or due to the actions or inactions of the Landlord.

11.2. The Landlord agrees that they 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 health and safety standards of the Property.

11.3. The Landlord is aware that the regulations in relation to letting Property is subject to change due to legal and regulatory changes. The Landlord agrees to always cooperate with the Agent in relation to the adherence of relevant legal requirements.

11.4. The Landlord permits the Agent to have the right to carry out mandatory work and inspections where relevant, in the event that the Landlord has failed to comply with any legal and regulatory requirements relating to the Property.

### **The key safety requirements are outlined below.**

11.5. The Landlord will ensure that there is always a valid gas safety certificate in place for the Property, a gas safety check is undertaken, and a gas safety certificate is provided on an annual basis as required by law. The Landlord permits the Agent to carry out a gas safety check on their behalf prior to a tenant occupying the Property. The Landlord agrees to reimburse the Agent for any costs paid by the Agent in arranging a gas safety inspection and a gas safety certificate.

11.6. The Landlord affirms that the Property meets all electrical and fire safety requirements as required by law. The Landlord permits the Agent to arrange for an electrical safety check on their behalf if the Agent deems it to be necessary. The Landlord will provide a valid EPC certificate (Energy Performance Certificate) for the Property that is rated at a minimum rating of E and provide a valid EICR (Electrical Installation Condition Report).

11.7. The Landlord affirms that any smoke alarms that are installed in the Property are fully functional and fitted with new batteries (unless they are hard-wired) before a tenant occupies the Property. The Landlord permits the Agent to change smoke alarms where necessary and agrees to reimburse the Agent for the costs.

11.8. The Landlord affirms that all soft furnishings in the Property complies with fire resistance requirements as ordained by law. The Landlord agrees to indemnify the Agent against any expenses or penalties that may be incurred as a result of non-compliance of fire and appliance safety standards.

## **12) WHITE GOODS**

The Landlord agrees to provide white goods in the Property, such as a cooker, an oven and a freezer and agrees to pay for the servicing or replacement of these white goods as and when necessary.

## **13) HMRC**

The Landlord is responsible for making their own declarations and tax filings HM Revenue and Customs (“**HMRC**”). The Agent accepts no liability and does not bear any responsibility to assist the Landlord with their tax filings.

## **14) LEGAL PROCEEDINGS**

### **Late rent payments**

14.1. Any delays by the tenant of the Property in payment of rent, or payment of reduced rent, or other minor breaches of the tenancy agreement will be initially dealt with by the Agent, and the Agent will liaise with the tenant to solve the issues.

### **Evicting the tenant**

14.2. Where there are significant or material breaches of the tenancy agreement, including but not limited to rent arrears of two months, the Landlord and the Agent will discuss next steps accordingly, which may include deciding to evict the tenant.

14.3. Before taking steps to evict the tenant, the Agent will send at least one warning letter to the tenant informing the tenant that the Landlord is considering eviction.

14.4. The Landlord agrees to seek independent legal advice of their options where necessary when considering the eviction of a tenant occupying the Property. The Agent may support the Landlord by seeking external legal advice on the Landlord’s behalf, however, it is the Landlord’s discretion to choose which lawyers they wish to be engaged with. The Landlord agrees to be the engaged client of the lawyers they appoint and the main point of contact of any legal proceedings.

14.5. The Landlord will decide which eviction notice (“**Notice**”) should be provided to the Tenant. It is the responsibility of the Landlord to ensure that the appropriate and relevant documentation necessary to submit a Notice are in good order in accordance with legal requirements. The Agent may compile the documentation for the Notice on behalf of the Landlord.

14.6. If the Agent drafts the Notice and delivers it to the tenant, the Landlord agrees to pay the Agent a fee of £100.

14.7. The Landlord accepts that the Agent is not qualified in legal proceedings and will not be providing the Landlord with any legal advice. The Agent assumes no liability or responsibility to determine which Notice should be provided to the tenant.

14.8. All costs relating to legal proceedings in relation to the Property will be paid for by the Landlord in its entirety. The Agent has no responsibility or obligation to pay towards any legal costs or legal proceedings relating to the Property.

**15) DURATION AND COOLING OFF PERIOD**

15.1. The Landlord has the right to cancel this Agreement within 14 days of the date of this Agreement by providing the Agent with written notice ("**Cooling off period**").

15.2. The Agent will not commence any services under this Agreement until the Cooling off period has expired, unless the Landlord provides written notice to the Agent expressly waiving the right to the Cooling off period or completes clause 15.3 of this Agreement. If the Landlord elects to waive the Cooling-Off Period, they acknowledge that their cancellation rights under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 may no longer apply.

15.3. The Landlord agrees to waive the Cooling off period and permits the Agent to carry out the services under this Agreement immediately from the date of this Agreement .....   
Signed..... Name.....

15.4. Both parties agree that this Agreement has a minimum duration of 24 months from the date of this Agreement (the "**Minimum Duration**").

15.5. Termination of this Agreement before the Minimum Duration expires shall only occur in accordance with the termination provisions outlined in this Agreement in clause 17 (Termination).

**16) SOLE AGENCY**

The Landlord hereby appoints the Agent as the sole agent for the marketing, letting, and management of the Property for at least two months from the date of this Agreement.

**17) TERMINATION**

17.1. The Landlord can terminate this Agreement with immediate effect during the Cooling off period unless the Cooling off period has been waived by the Landlord in clause 15.3. No fee is payable to the Agent during the Cooling off period.

17.2. Once the Cooling off period has ended or has been waived (see clause 15.3 of this Agreement), and the Agent has started marketing the Property, if the Landlord terminates this Agreement, the Landlord agrees to pay a marketing fee ("**Marketing Fee**") of £200 to the Agent.

17.3. If the Agent sources a tenant for the Property, and the Landlord decides to terminate this Agreement before the tenancy has commenced, the Landlord agrees to pay the Agent the Marketing Fee and a tenant sourcing fee ("**Tenant Sourcing Fee**") which is an administration charge of £600.

- 17.4. The Landlord agrees to pay an early repayment charge (“**Early Repayment Charge**”) if this Agreement is terminated by the Landlord during the period of a tenancy. The Early Repayment Charge will be the “Management Fee” agreed in this Agreement for the remainder of the Minimum Duration.
- 17.5. This Agreement will continue for the Minimum Duration and thereafter until it is terminated by either party.
- 17.6. This Agreement may be terminated by either party, in accordance with the below:
- 17.6.1. during marketing stage, and when a tenant has been sourced, the Landlord must provide at least 7 days written notice to the Agent;
  - 17.6.2. during the Minimum Duration and thereafter, the Landlord will provide two months written notice to the Agent subject to clause 17.6.3;
  - 17.6.3. during the Minimum Duration and thereafter, if the Property is vacant, the Landlord will provide 7 days written notice to the Agent;
  - 17.6.4. the Agent will provide one month written notice to the Landlord.
- 17.7. If the Landlord is in breach of this Agreement, then the Agent reserves the right to terminate this Agreement with immediate effect. The Landlord will be obliged to pay the Management Fee for the remainder of the Minimum Duration.
- 17.8. The Agent will invoice the Landlord within 10 working days in respect of any outstanding monies due from the Landlord to the Agent from the date of termination of this Agreement.
- 17.9. The Landlord agrees to pay the Marketing Fee and Tenant Sourcing Fee to the Agent during the Minimum Duration and thereafter if the Agent markets the Property and sources a Tenant for the Property.

## **18) INSURANCE**

- 18.1. The Landlord affirms that they hold the relevant insurance for the Property, including but not limited to, Landlord’s insurance.
- 18.2. 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 their insurance company.
- 18.3. The Landlord shall provide the copy of their Landlord insurance to the Agent from the date of this Agreement.

## **19) INCORRECT INFORMATION**

The Landlord warrants that all the information they have provided to the Agent is correct to the best of their knowledge and belief. If 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.

## **20) INDEMNITY**



The Landlord agrees to indemnify the Agent against any cost, expenses or liabilities incurred or imposed on the Agent in relation to managing the Property, provided that the costs, expenses, or liabilities were incurred on behalf of the Landlord in pursuit of the Agent's responsibilities and duties.

## **21) AGENT LIABILITY**

21.1. The Agent agrees to act on behalf of the Landlord and take all reasonable steps to ensure that a tenancy is conducted correctly in accordance with the terms of this Agreement.

21.2. If at any time during this Agreement, letting the Property becomes unlawful for any reason, the Agent is not liable. This does not exclude or limit the Agent's liability caused by their own negligence which results in death or personal injury, nor does it exclude or limit the Agent's liability for fraud or fraudulent misrepresentation.

## **22) EXCLUSION OF THIRD-PARTY LIABILITY**

22.1. The Agent shall not be liable for any claims, demands, or damages arising from:

- a. injuries, accidents, or other occurrences on the Property, except where caused by the Agent's gross negligence or wilful misconduct;
- b. disputes between the Landlord and any third party, including tenants, contractors, or service providers; and
- c. breaches of legal or regulatory requirements by the Landlord or third parties.

22.2. A person who is not a party to this lease shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this lease. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

## **23) FORCE MAJEURE**

The Agent shall not be liable for any failure to perform or delay in performing its obligations under this Agreement due to events beyond their reasonable control, including natural disasters, pandemics, strikes, or government actions.

## **24) PERSONAL DATA**

The Agent will manage any personal data in accordance with the privacy policy outlined on their website at <https://www.clarityhousing.com/privacy-policy/>.

## **25) COMPLAINTS AND REDRESS SCHEME**

25.1. The Landlord can email [info@clarityhousing.com](mailto:info@clarityhousing.com) at the first instance with any complaints or issues they may have with the Agent.

25.2. If the issues remain unresolved, then the Landlord has a right to contact the Property Redress Scheme ("PRS"). The PRS is an independent organisation dedicated to resolving disputes between landlords and property agents in the UK. The Agent is a member of the PRS.

## **26) NOTICE TO THE AGENT**

Initials of Agent: NM

Any written notice provided to the Agent should be sent via email to maham@clarityhousing.com.

## 27) ENTIRE AGREEMENT

- 27.1. This Agreement constitutes a legally binding contract between the parties.
- 27.2. No term of this Agreement shall be deemed invalid, unenforceable, or void due to ambiguity or partial illegality. If any provision is deemed unenforceable by a court of England and Wales, the provision shall be modified to the minimum extent necessary to make it enforceable or, if modification is not possible, severed from the Agreement, with the remaining provisions continuing in full force and effect.
- 27.3. This Agreement represents the entire agreement between the parties and governs the relationship between the Landlord and the Agent in its entirety. This Agreement supersedes any previous agreements or understandings, whether in writing or verbally, between the parties.

## 28) GOVERNING LAW

This Agreement is governed by the laws of England and Wales.

## 29) COMMISSION AND FEES

- 29.1. Once a tenant has been sourced for the Property, and the rent amount has been agreed, then the parties agree that the Agent will complete a copy of the Schedule to this Agreement and share this with the Landlord via email with the relevant details which will subsequently form part of this Agreement.
- 29.2. In the event that a rent review has taken place during a tenancy agreement, the fee items will be adjusted accordingly.
- 29.3. The Agent will collect the rent amount from the tenant on a monthly basis.
- 29.4. The parties have agreed that the Management Fee will be 10% of the rent amount of the Property and the net amount payable to the Landlord will be 90% of the rent amount of the Property subject to any maintenance costs and expenses that need to be deducted.
- 29.5. The Landlord agrees to pay the Agent a “**Management Fee**” for managing the Property in accordance with this Agreement. The Management Fee will be payable to the Agent on a monthly basis if the tenant has paid rent. The Landlord permits the Agent to deduct the Management Fee from the rent amount monthly.
- 29.6. Once the rent amount is received by the Agent, the Agent will pay the net amount to the Landlord subject to any maintenance costs and expenses that need to be deducted.

## ACCEPTANCE OF THIS AGREEMENT

I hereby accept the terms and conditions of this Agreement.

### As LANDLORD

Landlord signature \_\_\_\_\_

Initials of Agent: NM

**Landlord name**\_\_\_\_\_

**Date**\_\_\_\_\_

I hereby accept the terms and conditions of this Agreement.

**For and on behalf of the AGENT**

**Agent representative signature**\_\_\_\_\_

**Agent representative name:**

**Date**\_\_\_\_\_

**SCHEDULE**  
**FEES AND BANK DETAILS**

<b>Fee item</b>	<b>GBP</b>
<b>Rent amount</b> Payable by the tenant to the Agent on a monthly basis	£
<b>Management Fee</b> Payable to the Agent from rent amount on a monthly basis	£
<b>Net amount</b> Payable to the Landlord from the rent amount received, subject to any deducted costs or expenses.	£

The Agent will pay the Landlord the net amount of the rent in the following bank account on 2<sup>nd</sup> of every calendar month.

**BANK NAME:**

**NAME OF PAYEE:**

**ACCOUNT NO:**

**SORT CODE:**

**REFERENCE:**