

Terms of Business for Let Only Service

These terms formulate the agreement between you as landlord and us as Mapleleaf Letting Centre.

Prior to providing you with our letting service, you as owner(s) must take the following steps:-

- ❖ Notify your insurance company that you intend to let the property and ensure that the insurance cover on the building and/or contents is sufficient and current, especially public liability.
- ❖ Obtain your mortgage lender/lessor's agreement to the letting of your property and inform us of any special clauses they stipulate.
- ❖ Remove all items out of the property which are not to be included in the tenancy (unless the property has a current tenant, in which case confirm what items will be staying).
- ❖ Ensure the property is clean and in good repair and decorative order.
- ❖ Provide us with a full set of keys, to include window keys, meter cupboard keys, garage and shed keys.
- ❖ Provide us with, or give permission for us to instruct a contractor to carry out, a gas safety certification prior to a tenant moving in.
- ❖ Furnish us with a correspondence address and telephone number.
- ❖ Inform us of any preference you may have for a particular type of tenant e.g. non-smokers, no pets, professional couple, family etc

NB. WE WILL NOT ACCEPT INSTRUCTIONS FROM A LANDLORD WHO SPECIFIES A TYPE OF TENANT WHICH APPEARS TO DISCRIMINATE AGAINST ANY PARTICULAR SECTOR OF SOCIETY.

As part of our let only service Mapleleaf Letting Centre will:-

- ❖ Carry out a valuation and property appraisal.
- ❖ Advertise your property (website, news media, To Let board, shop window brochures).
- ❖ Take internal (if property is vacant) and external photographs.
- ❖ Arrange viewings with prospective tenants (always accompanied by a Mapleleaf Letting Centre representative).
- ❖ Receive prospective tenant and guarantor (if applicable) applications.
- ❖ Forward all applications to you for approval (although we take all reasonable precautions to ensure the tenant/s are suitable, we cannot guarantee this).
- ❖ Arrange full credit and referencing check on approved applicant and guarantor (if required).
- ❖ Prepare tenancy agreement, guarantor agreement (if required) and other necessary documentation.
- ❖ Inventory the property.
- ❖ Collect the first month's rent due and the deposit.
- ❖ Advise on tenancy deposit scheme.
- ❖ Register deposit with approved tenancy deposit scheme.
- ❖ Advise on the responsibilities of being a landlord.
- ❖ Advise you on mandatory regulations that you must comply with as a landlord i.e. furnishings/furniture, gas safety, electrical equipment, electric plugs and sockets.
- ❖ Notify all utility companies of tenant's liability, together with meter readings at the beginning of the tenancy.
- ❖ There are no Mapleleaf Letting Centre fees due until the property has been let, at which time we will transfer management including all documentation, statement of income less our fees and costs as soon as possible after tenancy commencement.

General

Mapleleaf Letting Centre reserves the right to vary these Terms of Business.

- ❖ The landlord agrees to pay all costs, expenses and any other losses we might incur acting as your agent in letting your property.
- ❖ We will use our standard Tenancy Agreement, and cannot approve any other form of Tenancy Agreement.

Termination

Conditions applying to the termination of Let Only Service:-

You may withdraw your instructions by giving Mapleleaf Letting Centre fourteen days notice in writing if we are unable to let your property.

Mapleleaf Letting Centre reserve the right to serve seven days notice of termination if they believe you are in breach of any regulation relating to the property (whether statutory or not), and if the breach relates to issues under the Race Relations Act, Sex Discrimination Act, or Disability Discrimination Act we will serve notice of termination with immediate effect.

Electrical Inspections

1. **Electrical Inspections** – (If you already hold an Electrical Inspection Certificate and all the recommended work has been completed, this Section does not apply).

It is the Landlord's legal duty to ensure that a property is safe. If anyone is injured by any faulty electrical appliance owned by the Landlord or by an electrical circuit, then it would be the Landlord's duty to prove that the appliance or circuit was safe. Mapleleaf Letting Centre therefore strongly recommend that the Landlord have all electrical appliances and circuits certified by a suitably qualified electrician, a Certificate issued and that such inspection take place at least every 5 years.

2. Exclusion of Liability

Mapleleaf Letting Centre shall not be responsible to the Landlord in any respect of any damage, costs, claims or liability whatsoever arising from the property failing to be safe and/or being in breach of any statutory or local rules and regulations affecting the property.

Tenancy Deposit Schemes

We will hold the deposit as stakeholder under the terms governed by the Tenancy Deposit Scheme.

The Tenancy Deposit Scheme of which we are a member is administered by:-

The Dispute Service Limited
PO Box 1255
Hemel Hempstead
Herts
HP1 9GN

Telephone:- 0845 226 7837
Fax:- 01442 253 193
E-Mail:- deposits@tds.gb.com
Website:- www.thedisputeservice.co.uk

However, if you/the Landlord decide(s) to hold the Deposit and the Tenancy is an Assured Shorthold Tenancy you/the Landlord must specify to us/the Agent prior to the start of the tenancy under which other Tenancy Deposit Protection Scheme the Deposit will be covered. If the Deposit is covered by Tenancy Deposit Solutions you/the Landlord must provide proof of membership, together with a copy of the insurance policy before the Deposit can be released. If the Deposit is to be sent to the custodial scheme known as the Deposit Protection Service (DPS) we/the Agent will forward the Deposit to the DPS and register the details of the Tenancy on your behalf OR give you a cheque for the amount of the Deposit made payable to the DPS for you to forward within nine days.

Sale of the Property

If a tenant, that we have introduced, purchases the property either during their tenancy or within 6 months of last occupying the property, in either his/her own name or in the name of someone they have nominated to purchase the property on their behalf, then commission payment of 1% of the purchase price will be due and payable to us.

For our Let Only scale of fees and charges, please contact our office.

To be completed by Mapleleaf Letting Centre Only

Scale of Charges for Let Only Service _____

Full Name/s of Owners (Names of all owners must be included)

Correspondence Address (including postcode)

Tel No: _____ Mobile _____

Fax No: _____ E-Mail: _____

Full Address of Property to Be Let (including postcode)

I/We confirm that I/we own the property to be let and are able to enter into this agreement.

I/We instruct Mapleleaf Letting Centre Limited to provide me/us with:-

A let only service in accordance with the Terms of Business, a copy of which I/we have received from Mapleleaf Letting Centre.

I/We authorise Mapleleaf Letting Centre Limited to act on my/our behalf and to sign the tenancy agreement and any other documents required on my/our behalf.

I/We confirm that Mapleleaf Letting Centre has provided me/us with written current guidelines on The Gas Regulations, The Furniture and Furnishings Regulations, The Electrical Equipment Regulations and Plugs and Sockets Regulations. We comply with my/our responsibilities under these Regulations.

I/We confirm that I/we have supplied Mapleleaf Letting Centre Limited with all relevant details regarding any mortgage or charge over the property to be let.

Signed (all owners of the property must sign)

Date: _____

Signed on behalf of Mapleleaf Letting Centre Limited

Date: _____