

Terms of Business for Letting and Fully Managed Service

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

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

- ❖ Obtain your mortgage lender/lessors agreement to the letting of your property and inform us of any special clauses they stipulate.
- ❖ 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.
- ❖ 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.
- ❖ 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.
- ❖ 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.
- ❖ Provide us with two full sets of keys, to include garage, meter cupboard, shed and window keys. If only one set is provided we may need to have another set cut at your expense.

As part of our letting and management 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 and end of the tenancy.
- ❖ There are no Mapleleaf Letting Centre fees due until the property has been let, at which time we will forward to you an initial statement of income, less our charges and costs as soon as possible after the tenancy commencement.
- ❖ Demand and collect the rent
- ❖ Notify you if rent is not paid
- ❖ Prepare and forward income and expenditure statements.

- ❖ When the tenancy ends we will check the property against the inventory. This check will state our opinion as to whether the property is in a reasonable state of repair and/or subject to reasonable wear and tear.
- ❖ If relevant we will endeavour to obtain the tenants agreement to deductions for the cost of any repairs to be taken out of the bond. We will also require your written confirmation to return the bond to the tenant, or to deduct reasonable and fair costs for any damages within seven days of the tenant vacating the property. Failure to put this confirmation in writing will result in the deposit being paid back to the tenant in full.
- ❖ Mapleleaf Letting Centre will be responsible for the day to day management of your property. This may include arranging for general repairs or maintenance to your property. If you require quotes for these works, most contractors that we instruct are happy to provide quotes free of charge. In an emergency, we reserve the right to carry out repairs without further referral to you. The cost of repairs will usually be deducted from the rental income. If work costs exceed the rental income or the rent is not imminent, we will write to you requesting additional funds to enable payment to the contractor.
- ❖ Once the property is tenanted Mapleleaf Letting Centre will carry out the initial inspection within the first three months of occupancy. Regular inspections of your property will usually be carried out every four months. We will forward you a written report on the condition of the property; however it is essential to note that these inspections will only identify noticeable defects at the property.

General

Conditions applying to letting and management service:-

- ❖ When legal action is required against a tenant e.g. to obtain possession of the property or to recover any monies due under the tenancy, it is the landlord's responsibility to instruct solicitors to start proceedings. You will also be responsible to pay costs of such proceedings.
- ❖ You will be required to pay us additional fees if we are needed to attend a court or tribunal in relation to any legal proceedings you have initiated.
- ❖ Mapleleaf Letting Centre will use our standard Tenancy Agreement, and cannot accept any other form of Tenancy Agreement.

- ❖ It is advisable to let your property on an Assured Shorthold Tenancy for an initial 6 month fixed period, which automatically converts to a Statutory Periodic Tenancy after the fixed period.
- ❖ Mapleleaf Letting Centre maintains a designated client's bank account. Any interest paid or received from the handling of the account will be our responsibility.
- ❖ All costs, expenses and other losses we might incur in acting as your agent in letting and managing your property must be paid for by yourself.
- ❖ Should you be classed as a non-resident landlord, for tax purposes we are obligated to deduct income tax at the basic rate on the rental income from your property, unless we have received the appropriate exemption certificate from the Inland Revenue. We would advise that you seek advice from a tax advisor.
- ❖ 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.
- ❖ We reserve the right to alter these Terms of Business on giving you written notice.

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 Scheme

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.

Tenants in receipt of Housing Benefit or Local Housing Allowance

If you accept a tenant who is in receipt of Housing Benefit or Local Housing Allowance, you may expect benefit payments in arrears.

Housing Benefit Overpayments.

If a tenant is in receipt of Housing Benefit or Local Housing Allowance and monies have been paid over to the landlord, if there has been an overpayment of benefit it is the landlord's responsibility to refund the local authority.

Termination

Conditions applying to the termination of a letting and management service are as follows:-

- ❖ You may withdraw your instructions by giving us 14 days written notice if we are not able to let your property after a reasonable length of time.
- ❖ 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.
- ❖ Either you or Mapleleaf Letting Centre may end our agreement, which is for a minimum of six months from the start of the tenancy, by giving two calendar months written notice.

All monies owed to us under the agreement up to the date of termination of the agreement must be settled in full.

- ❖ Unless the Landlord specifies that the property is required back on a certain date Mapleleaf Letting Centre will continue letting and re-letting the property until advised otherwise in writing by the Landlord.

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/hoeer 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 Letting and Managed Service scale of fees and charges, please contact our office.

To be completed by Mapleleaf Letting Centre Only

Scale of Charges for Letting and Managed Service _____

Monthly Commission % _____

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 letting and management service in accordance with the Terms of Business, a copy of which I/we have received from Mapleleaf Letting Centre Limited.

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 Limited 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. I/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: _____