

Residential Lettings Department

REGENT ESTATES Agency Agreement



You should read this document thoroughly. If you have difficulty in understanding any of the terms or conditions laid out in this document, we strongly recommend that you seek the advice of a solicitor before signing.

Agency Agreement - Residential Letting

I/We hereby appoint Regent Estates to undertake the duties of Letting Agent for the purpose of arranging a Tenancy in respect of the property. _____

Regent Estates are hereby granted Letting Rights until cancelled in writing, the landlord having given fourteen days notice.

Tenancy Term.

The Tenancy will be for a minimum period of six months, at a calendar monthly target rent of £ _____ exclusive, in accordance with the Housing Act 1988. The Tenant shall be responsible for all other services.

Fees & Commissions.

Option 1 - I/We agree to pay Regent Estates an arrangement fee equal to **one months rent including VAT and 10% to manage each month thereafter plus VAT** for arranging the tenancy (*this includes finding the tenant, serving of notices, preparation of lease & the taking of references, full credit referencing, free rent guarantee for the first 6 months, (£20extra charge if you choose the Advantage Policy) Energy Performance Certificate and a full typed and colour picture inventory*) for the initial period. In respect of subsequent periods, a £45 + vat renewal fee will be charged in the event that the resident tenant undertakes to renew the tenancy for a further period. This fee also includes registering the deposit taken from the tenant into the Tenancy Deposit Scheme, required by law.

Option 2 - I/We agree to pay Regent Estates an arrangement fee of **15% plus VAT from the monthly rental figure and the same each month thereafter.** Included with this fee is the Energy Performance Certificate. Also included in this fee is registering the deposit taken from the tenant into the Tenancy Deposit Scheme, required by law **This fee does not include free rent guarantee. The fee of £120 for the first 6 months rent guarantee will be taken from the first month's rent, £140 if you choose the Advantage Policy.** In respect to subsequent periods, a £45 + vat renewal fee will be charged in the event that the resident tenant undertakes to renew the tenancy for a further period.

Option 3 - UNMANAGED PROPERTIES - I/We agree to pay Regent Estates an arrangement fee of one months rent **plus VAT (VAT to be taken from the tenants Damage Bond money of which you will put back upon returning the bond money to the tenant when they vacate).** This includes the same as option 1 except inventories; this must be conducted by you. Included with this fee is the Energy Performance Certificate. **Additional costs will be the fee for registering the deposit taken from the tenant into the Tenancy Deposit Scheme, required by law. This is a one off fee £50 per deposit taken per tenancy should you require us to hold the deposit, (if so you will need to forward the VAT charge),** if not then you are required by law to join the relevant deposit scheme and register the deposit your self. Once we have handed over the deposit we have no authority to intervene when it comes to returning the monies if there is a dispute.

We would like to state that it is not advisable that an independent agent takes hold of the bond if they are not managing the property as they cannot get involved in any disputes, however that said it can be held if you so require.

In the event of a new Tenant, an arrangement fee of the same option you have chosen shall be payable and all applies.

Signed.....Date.....

Payments.

I/We authorise payments to be made directly into the account details given below. I/We acknowledge that this payment method is to be set up by Regent Estates at no expense to myself. However, should any of the bank details change or should I/We require payments to be made to a different account, I/We accept that a charge of £25.00 will become payable prior to the changes taking effect.

Bank/Building Society Name:		
Address: _____ _____ _____	Acct Name: _____ _____	
_____	Acct No: - - - - - - - - - -	
Postcode: _____	Sort Code: _____	

Property Maintenance.

I/We authorise Regent Estates to arrange for any work/repairs, which Regent Estates consider to be of an **urgent nature (urgent being no heating, no hot water, floods/leaks, explosions, fires** ,to an amount equivalent to three months rent) to be carried out and to deduct all such expenses from the rent monies collected (where no such funds are held by Regent Estates. I/We hereby agree to pay any invoices within seven days.) Regent Estates will endeavour to seek prior authorisation, wherever practical. I/We hereby acknowledge that Regent Estates cannot accept responsibility to arrange for any work/repairs or regular inspections to be carried out in respect of unoccupied properties available for letting without prior funding having been agreed.

Property Inspections

Regent Estates will endeavour to carry out regular property inspections (every 12/16 weeks) on all Managed properties, subject to all sets of keys being supplied to us by the owner and access being available.

Arbitration.

Should a dispute arise between myself (the Landlord) and the tenant, I/We hereby agree to let Regent Estates act as arbitrators and agree to abide by their decision.

Signed.....Date.....

Housing Benefit Tenants.

I/We acknowledge that should I/We accept a tenant in receipt of *Housing Benefit* the amount of rent paid by the council will depend on the tenants' entitlement to benefit and the valuation placed on the property by the *Council's Rent Officer*.

I/We accept that the rent specified in this agreement is a *target rent* as is that specified on the Housing Benefit application form and the lease the tenant will sign.

Should the Housing Benefit allowance fall below my expectations I/We acknowledge that it is the responsibility of the tenant to make up the shortfall and that this may not be possible to collect.

I/We acknowledge that Regent Estates have advised me with regards to obtaining a *Pre-Tenancy Determination* from a Rent Officer prior to the commencement of any tenancy. I/We understand that should I/We request the above mentioned determination there may be a delay in the start of the tenancy and that the amount specified as a result of this valuation may not be reflected in the final rent allowance paid by the council.

I/We acknowledge that the rent is paid every four weeks after the initial first month's payment. There will be a 6-8 week delay in receiving the rent (after the first month) until the claim has been fully actioned.

Pre-Tenancy Determinations.

I / We want / do not want you, Regent Estates to apply for a pre-tenancy determination prior to letting the above mentioned property. ***Please delete where applicable.***

Signed:

Date:

Under the Provision of Information Regulations, we cannot market your property until this section has been completed.

Terms & Conditions

1) Fees & Commissions.

Fees are due and payable within 14 days of a tenant entering into a tenancy agreement with the Landlord. It is agreed that Regent Estates will deduct such fees and commission due from rent monies collected. (The tenant has up to 14 days to pay the rent from the due date (stated on the tenancy agreement) if the rent fails to come in, then a claim to Homelet will be submitted for the rent to be paid (applicable to tenants with a Rent Guarantee))

In the event of a local authority demanding repayment whether in part or in full of housing benefit from Regent Estates and where the funds being demanded have been passed to the Landlord, then I/We hereby acknowledge that I/We (the landlord) shall be responsible for refunding all monies to the agent without any deductions whatsoever immediately.

If you decide to take over Management of the said property (and the original letting was arranged by REGENT ESTATES and the original tenants still remain in the property) whether it is during the assured short hold tenancy agreement or after, all the while the tenants remain, a fee of One months' rent plus VAT will be applicable.

If you wish for Regent Estates to take over Management of properties not originally let by REGENT ESTATES a Takeover fee of £100 plus VAT is applicable and then 10% plus VAT to manage each month thereafter for the remainder of the tenants term.

2) Agency/Letting Rights.

Regent Estates will be Letting Agents from the date of this Agreement until terminated in writing by either party giving 14 days notice. I/We confirm that no introduction of a prospective Tenant has already been made. The right is specifically reserved to terminate this agreement at any time if the Landlord unacceptably changes the terms and conditions or become unacceptable to Regent Estates. The cancellation fee, as outlined below, would then become payable.

Signed.....Date.....

2a) Cancellation Charge.

In the event that this agreement is cancelled by yourselves within 7 days before agreed occupancy a compensation fee equivalent to one month's rent inc VAT is payable. (We will seek these costs through our solicitors if payment is not made.) **If the agreement is cancelled during the period of tenancy with a tenant in occupation, (i.e you decide you want to take over management) then the equivalent to one month's rent inc vat will be charged and deducted from the last rent due to you.**

3) Insurance.

The Landlord is hereby advised to ensure that there is insurance cover in force in respect of buildings and contents, if applicable, and that the insurer is aware that the property is available for letting. Please also notify your insurance company of the date of occupancy. In addition, if the tenant is claiming housing benefit the insurer must be made aware of this fact.

4) Residence/Domicile.

In the event that the Landlord takes up residence outside the United Kingdom, then, in accordance with the Finance Act 1995, a deduction in respect of Income Tax will be made until a valid exemption certificate is obtained from the Inland Revenue and lodged with Regent Estates.

5) Mortgage.

I/We, (the landlord(s)), hereby certify that should this property be the subject of a mortgage agreement, prior permission has been sought and obtained from the mortgage lender and that I/We have a copy of this authorisation and a copy of an up to date statement of accounts (that shows there are no arrears on the mortgage) which I/We will produce to the letting agent (Regent Estates) upon taking up references of a prospective tenant. Regent Estates will NOT allow a tenancy agreement to take place unless the above mentioned is in place.

6) Deposits.

Tenancy Deposit Protection will come into effect from 6th April 2007 and it will apply to all assured shorthold tenancies in England and Wales. It is designed to:

- Protect tenants' deposit
- Ensure good practice in deposit handling and
- Assist with resolution of disputes and encourage tenants and landlords to have clear agreement on the condition of the property from the outset

In short

- Landlord/agents will be required to join a tenancy deposit scheme if they take deposit (which means deposits are safeguarded)
- Tenants will get all or part of their deposit back when they are entitled to it
- The Scheme will offer faster, cheaper ways of resolving disputes

Deposits taken from tenants are held by Regent Estates where the property is managed. Deposits taken from tenants are held by the property owner where the property is unmanaged. Deductions can only be made from this deposit once a claim against it has been substantiated by Regent Estates and, where appropriate, valid receipts have been obtained. ***Disputes arising as a result of a claim against deposit money held are subject to the arbitration as outlined in this agreement.***

Signed.....Date.....

7) Bank Details.

The client's money, obtained from both deposit and rent, is held with:

- Barclays Bank at High Street, Grays, Essex
- The deposits are held in a separate account.
- The rent is also held in a separate account.
- No interest will be paid on money held within either account whether the account(s) is/are interest bearing or not.

8) Legal Requirements.

It is illegal to let the property until we have been issued with current safety certificates:

- a) **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 is inspected in accordance with the aforementioned regulations annually. **We require you to supply a copy of the Gas Safety Certificate on the property(ies) to be let if we do not have one on file 5 days before any prospective tenant takes up residency then Regent Estates will have the safety check carried out on your behalf and payment will be deducted from any rent due.**
- b) **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. I/We acknowledge that the appliances must be checked on an annual basis and agree to ensure a suitably qualified contractor is instructed to do so annually. *Before a formal lease can be signed, a qualified contractor must issue a certificate initially and annually thereafter. If you require Regent Estates to have the safety check carried out on your behalf we will need the fee to be paid in advance.*
- c) **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 before a new tenant moves into the above mentioned property. There will be one fitted on each level in the building.
- d) **Furniture and Furnishings (Fire) (Safety) Regulations 1993.** All soft furnishings in furnished or partially furnished properties must comply with fire resistance requirements, which came into force in 1988. I/We confirm that in relation to the above mentioned property no furniture exists which in any way contravenes these regulations.
- e) **Energy Performance Certificate (EPC)** The energy efficiency and environmental impact of your property will be rated on a scale from A-G (where A is the most efficient and G the least efficient). Current running costs for heating, hot water and lighting will also be shown on the certificate, together with a list of recommended energy saving improvements. ***If you require Regent Estates to have the safety check carried out on your behalf we will need the fee to be paid in advance.***

The above mentioned regulations are subject to change and I/We accept responsibility for ensuring that any amendments to either existing legislation and conditions made mandatory by new legislation are fully met. I/We accept that Regent Estates 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 Regent Estates responsible for doing the work and agree to meet all cost incurred ensuring the tenancy complies with legislation.

Signed.....Date.....

9) Data Protection.

The landlord(s) hereby acknowledge(s) and agree(s) to the agent storing information relating to both the property and the landlord on computer.

10) Definition.

Landlord. The person who, by signature hereunder, instructs Regent Estates to act as Sole Letting Agent and thereby agrees to be bound by this agreement whether in the capacity of owner or duly authorised person.

I/We have read and understood the Terms and Conditions stated herein and duly name Regent Estates as Sole Letting Agents.

11) Additional Charges.

The cost of any overseas telephone calls or faxes made on behalf of the Landlord or Bank charges incurred by us, such as depositing foreign cheques and or drafts, shall be recoverable from the Landlord.

There will be a fee of £45.00 plus vat in the case of a Contract Renewal every 6 or 12 months.

There will be a fee of £60 (no VAT) in the case of a Rent Guarantee Renewal (Express Policy) every 6 months or £95 (no VAT) every 12 months. **For the Advantage Policy £90.00 every 6 months and £160.00 every 12 months.**

There will be a fee of £40 (inc VAT) for every deposit that is registered into the Deposit Scheme every new tenancy. (This will be a one off fee for every new tenancy only NOT renewal of tenancy agreement)

The above fees will be deducted automatically from rent paid to you.

*All charges are subject to change given a minimum 28 days notice.

12) Sales.

Should a sale be agreed with the tenant or any person or corporation associated with the tenant, whether before or after entering into a tenancy agreement, we will be entitled to a commission on completion of the sale, which will be calculated at 1.5% of the purchase price to include any figure or fixtures and fittings.

If the property should get repossessed or sold to a third party with the benefit of a tenant introduced by us, Regent Estates, then the Landlord shall identify us against any fees on the original letting or in respect which may arise of any extension or renewal thereof.

We reserve the right to charge interest at 4% above the National Westminster Bank based on fees which are overdue more than 14 days.

13) Landlords' Responsibilities

The Landlord should ensure that all rentals, hirer purchase instalments are paid for the whole term of the tenancy.

The Landlord warrants that all necessary contents have been obtained prior to the letting of the property, from the Head Lesser, Mortgage etc., and hereby indemnities Regent Estates accordingly.

The Landlord must arrange for payment of the ground rent, service charges, mortgage payments and insurance premiums and make certain that the property and contents are adequately insured and that the policy covers furnished lettings, as many households do not do so.

The Landlord must check that the premises are insured against any damage suffered during any period when the property is vacant and advise the insurance company if the property is unoccupied for more than 28 days. Regent Estates cannot accept liability for damage to the property from burst pipes, tanks or any damage arising from adverse weather conditions or any other weather during a letting or any vacant period.

The Landlord must provide us with details of any other Managing Agents in case of emergency, and notify them of our interest.

The Landlord agrees that in his/her absence to provide us with the name, address and telephone number of his/her approved signatory with a copy of a Power of Attorney Agreement.

The Landlord must pay for the gas, electric, water, sewage, council tax and telephone accounts up to the date of his/her vacation of the property.

The Landlord should ensure that all furniture and furnishings in the property comply in all respects with the requirements of the Fire and Furnishings (fire safety) Regulations 1993, or any amendments thereof similar, or other regulations which may replace such regulations and to indemnify Regent Estates against all claims, costs, expenses, damages or fines that Regent Estates may incur, either through above mentioned or issues with overpayment of rent, arising any breach thereof including any legal or other costs and expenses incurred in defending any claims, proceedings or prosecutions that may be brought.

The Landlord is responsible for informing the Council Tax when the property is vacant and paying the Tax also when property is vacant.

The Landlord must arrange for the post office to re-direct his/her mail.

The Landlord should ensure that all appliances including central heating are checked and are serviced before the tenant occupies the property and it is advised that whenever possible, maintenance contracts are taken out. Operating Manuals and Guarantee Cards should be available.

The Landlord should hand over the property in a good clean and tidy condition, including windows.

The Landlord warrants and undertakes that he/she is the owner of the freehold/leasehold interest in the property and in the case of joint ownership the signatures of the Agreement compromises all beneficial owners.

The Landlord accepts all liabilities howsoever arising under the Defective Premiums ct 1972 in relation to the property of any part thereof.

The Landlord will need to supply 3 sets of keys to us, Regent Estates, at the start of the tenancy, 2 sets are given to the tenants and we will keep 1 set. Where appropriate at the commencement of the tenancy, the garden(s) relating to the property should be left tidy and in good condition. Further more if the tenant is required to maintain the garden(s) the appropriate gardening equipment should be provided.

THESE TERMS AND CONDITIONS SHALL APPLY WHETHER OR NOT THEY ARE SIGNED AND RETURNED TO US AND ARE DEEMED TO BE ACCEPTED BY YOU UNLESS WE ARE INFORMED TO THE CONTRARY IN WRITING WITHIN 7 DAYS.

Signature: for and on behalf of Regent Estates	<hr/> <hr/> <hr/>	Date:	<hr/>	<hr/>	<hr/>	<hr/>
Print Name:	<hr/> <hr/> <hr/>					
Signature: Landlord	<hr/> <hr/> <hr/>	Date:	<hr/>	<hr/>	<hr/>	<hr/>
Print Name:	<hr/> <hr/> <hr/>					