

Robertson Property Management Sole 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, it is recommended that you seek the advice of a solicitor before signing.

I/We hereby appoint Robertson Property Management (herewith referred to as **Rpm**) to undertake the duties of Letting Agent for the purpose of arranging a Tenancy in respect of the property at this. and dealing with all matters arising from this.

Tenancy Term.

The Tenancy will be for a minimum period of six / twelve months, at a calendar monthly target rent of £ approx. exclusive, in accordance with the Housing Act 1988. The Tenant shall be responsible for payment of Council Tax and all utilities including TV Licence.

Fees & Commissions.

I/We agree to pay **Rpm** an arrangement fee of £250 (excluding advertising and outlays) for arranging a tenancy (this includes finding the tenant, serving of notices, preparation of both lease and inventory of contents in addition to obtaining references). For any renewal of a tenancy an arrangement fee of £80 shall be payable.

In addition to the above fees, I/We agree to pay **Rpm** a commission of 12.5% of the calendar monthly rent as a management charge for collecting the said rent and dealing with all matters relating to this tenancy.

Payments.

I/We authorise payments of rental after deduction of the agreed expenses and any costs by you directly into my / our account details given below. I/We acknowledge that this payment method is to be set up by **Rpm** at no expense to myself / ourselves. 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 £15 will become payable prior to the change taking effect.

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

Property Maintenance.

I/We authorise **Rpm** to arrange for any work/repairs which **Rpm** consider to be of an urgent nature. While **Rpm** will endeavour to seek prior authorisation **Rpm** will have authority to proceed with such repairs, the payment of which I accept responsibility. I/We hereby acknowledge that **Rpm** 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 paid to **Rpm** to meet the likely expenses of said repairs.

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 rental value 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 the target rent I/We accept that it is the responsibility of the tenant to make up the shortfall and that this may not be possible to collect which **Rpm** will endeavour to collect but which **Rpm** cannot guarantee.

I/We acknowledge that **Rpm** 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 rental value may not be reflected in the final rent allowance paid by the Council.

Pre-Tenancy Determinations.

I / We want / do not want you, Rpm , to apply for a pre-tenancy determination prior to letting the above mentioned property. <i>Please delete where applicable.</i>				
Signed:	Not Applicable			
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 immediately on a tenant entering into a tenancy agreement with the Landlord. The Landlord will be invoiced separately and following on a monthly basis, until termination of the tenancy, the commission will be deducted from the monthly (gross) rental and transferred to The Landlord's bank account. In the event of a local authority demanding repayment whether in part or in full of housing benefit from **rpm** and where the funds being demanded have been passed to the Landlord, then I/We hereby acknowledge that I/We (the Landlord) hereby accept responsibility for refunding all monies to the agent without any deductions whatsoever immediately.

2) 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. You require to 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.

3) 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 **Rpm**.

4) 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 which I/We am/are willing to produce on request) for the letting of the property.

5) Deposits.

Deposits taken from tenants are held by **Rpm**. Deductions can only be made from this deposit once a claim against it has been substantiated by **Rpm** and, where appropriate, valid receipts for any necessary repairs at the termination of the tenancy have been obtained.

6) Legal Requirements.

In accordance with current safety legislation I / we understand that necessary safety certificates are obtained by me / us in order that my / our property complies. I / we understand that it is illegal to let the property until I / 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. ***If you require Rpm to have the safety check carried out on your behalf you will be invoiced separately for this.***
- 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 certificate *must* be issued by a *qualified* contractor *initially and annually thereafter*. ***If you require Rpm to have the safety check carried out on your behalf you will be invoiced separately for this.***
- c) **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.
- d) **Smoke Alarms.** In addition, 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.
- e) **Control Asbestos at Work Regulations 2002 (CAWR).** I / we acknowledge that **Rpm** should have no liability under (CAWR) and that I / we should be responsible as property owners for ensuring compliance with CAWR in all respects.

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 except that Rpm 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 them responsible for doing the work and agree to meet all cost incurred ensuring the tenancy complies with legislation.

7) Sole Agency/Sole Letting Rights.

Rpm will be sole Letting Agents from the date of this Agreement which can be terminated in writing as set out in the conditions. Should the property be let during **Rpm's** agency period, all fees will be payable to **Rpm** irrespective of the introducer. During the period of Sole Agency the Landlord will not instruct any other agent to let the property or deal with rent collection, etc

a) Cancellation.

This agreement is terminable by either party on one calendar month's notice in writing. If a tenant is in occupation then the monthly charged will be payable until termination of this agreement

8) Target Rent.

Rental which is hoped, in current trading conditions, to be achieved. This is not guaranteed but which will be agreed with the Landlord before tenancy agreement is entered into.

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) Proceeds of Crime Act 2002

The Landlord(s) shall provide to **Rpm**, on request, proof of identity and of the source of any funds paid to **Rpm** as may be required to meet the obligations of **Rpm** in terms of the Proceeds of Crime Act 2002 or the Money Laundering Regulations.

11) Arrears

In the event that the tenant does not pay the rent on the due date **Rpm** shall forward an arrears letter approximately seven days after the rent was due with a further letter following approximately fifteen/twenty days. Should the rent still be outstanding prior to the next rental payment being due **Rpm** will serve a notice to quit terminating the tenancy on the basis of rent arrears. Should the rent still be outstanding at the time that the notice to quit expires **Rpm** will as soon as practicable pass the matter to a debt collection agency. The cost of the debt collection agency's recovery procedure will be added to the outstanding balance due by the tenant. Notwithstanding the foregoing, **Rpm** are equally happy to instruct the Landlord's own solicitor at that stage if that is confirmed by the Landlord to them and the Landlord would be liable for their fees directly payable to the law firm so instructed.

12) Definition

Landlord. The person who, by signature hereunder, instructs **Rpm** 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.

*All charges are subject to change given ninety days notice.

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

Signature: for and on behalf of rpm		Date:			
Print Name:					
Signature: Landlord		Date:			
Print Name:					