



Residential Lettings Service Agreement

Full Management Service

This Agreement sets out the terms under which the Barton Real Estates will market the Landlord's property and find a Tenant for them. It defines the services they will provide as part of their Full Management service and the scale of fees charged.

Do not sign this agreement without reading it. By signing this document you are agreeing to all the conditions in it. If you do not understand it you may ask the company to explain it or alternatively you may seek independent Legal advice.

BARTON REAL ESTATES LTD BELONGS TO THE CLIENT MONEY PROTECTION SCHEME KNOWN AS PROPERTY MARK. THE SCHEME REFERENCE NUMBER IS C0008413

This Agreement is made on

The Execution Date

Between

Barton Real Estates Limited of
51-53 Moorgate Street
Rotherham, S60 2EY

The Agent

And

The Landlord (s)

Relating to

(including properties listed in Schedule A of this agreement and any subsequent properties whereby the Landlord instructs the Agent by the giving of keys)

Post Code:

The Property

The Fees for our Full Management Service are as follows:

Tick as required

Full Management Service: 12.5% of the monthly rent plus VAT (15% including VAT subject to a min fee £60 INC VAT)

Rent Guarantee Insurance:
If Required £25 pm or £300 upfront (12 month policy)

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Initial Fee: £474 INC VAT (£395 plus VAT) **Payable on instruction**

INCLUDES:-

- * Unlimited Internet Advertising inc Barton's Website, ,Rightmove & OnTheMarket Websites
- * Accompanied Viewings if required
- * Meter Readings Taken, Utilities updated
- * To Let Advertising Board
- * Periodic Inspections
- * Tenant Referencing & Tenancy Processing, All relevant documents issued
- * Final Inspection
- * Logging deposit with Deposit Protection Service (DPS)
- * Collecting monthly rent, full management & monthly statements

Inventory to include photographs: £_____ inc VAT

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Gas Safety Certificate: £72 inc VAT

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Energy Performance Certificate: £90 Inc VAT

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Electrical Installation Condition Report (EICR) £240 inc VAT

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Carbon Monoxide Alarm (fitted per unit) £70 inc VAT

☐**If Required;**

Tenancy AST Agreement Renewal fee £72 inc VAT

Re-marketing fee for new tenancies £474 inc VAT

Transfer from current agent £120 inc VAT

Market Rent Review Administration Fee £60 inc VAT S13 Notice Served

Section 21 notice and serve £60 inc VAT

Check-Out Inspection Fee £60 inc VAT

None scheduled additional Inspection Visit £42 inc VAT

Contract Amendment During Tenancy £42 inc VAT

Yearly Rental Statement for HMRC £30 inc VAT

Withdrawal of Agent Contract During Tenancy £360 INC VAT

Duplication of Extra Keys	At cost plus £30 inc VAT
Redirection of post overseas	At cost if required

1 LAW AND REGULATIONS FOR RESIDENTIAL LETTING IN ENGLAND AND WALES

1.1 Various Acts of Parliament cover letting property. There must be adherence to such Acts by both the Landlord and Agent before the Property can be let. Specifically, the Landlord and Agent agree and acknowledge that:

- 1.1.1** The Agent has a duty to any potential tenant(s) (the 'Tenant') to make sure that both the Agent and Landlord are legally entitled to offer them a tenancy. If the Landlord has a mortgage there may be a requirement for them to obtain the lender's permission before letting the Property. The Agent may assist and offer advice on how to do this. If there are joint owners, the Landlord must inform the Agent of who they are, and their permission will be needed in writing before the Agent is authorised to act for the Landlord.
- 1.1.2** Under the Consumer Protection Acts, the Property must be fit for someone to live in at the point of letting. The Agent will inspect the Property and inform the Landlord of anything it is felt that may not meet those laws. Any repairs that are deemed necessary must be completed before the Agent allows the Property to be let.
- 1.1.3** All furniture and soft furnishings supplied by the Landlord as part of the tenancy must meet the Fire and Furnishing Regulations 1988.
- 1.1.4** The Landlord must have a valid Gas Safety Certificate (CP12) for the Property before the start of the tenancy. This is a requirement under the Gas Safety Installation and Use Regulations 1994. If a valid certificate is not provided to the Agent before the start of the tenancy then the Landlord agrees that this will be arranged to be completed by the Agent and chargeable to the Landlord.
- 1.1.5** The Electrical Installation Condition Report (EICR) Regulations 2020 require the landlord to have the electrical installations in the property inspected every 5 years and provide a copy of the report to the tenant. If a valid certificate is not provided to the Agent before the start of the tenancy then the Landlord agrees that this will be arranged to be completed by the Agent and chargeable to the Landlord.
- 1.1.6** With effect from October 2022 landlords are legally required to provide carbon monoxide alarms for each room where a boiler and/or gas fire / wood burning stove is present. If these are not provided before the start of the tenancy the landlord agrees that this will be arranged to be completed by the Agent and chargeable to the Landlord.
- 1.1.7** Should the property fall into a selective licensing area, the landlord will need to apply directly to the relevant local authority for a license to let before a tenancy can begin. A copy must be provided to the agent.
- 1.1.8** The Landlord must inform their insurers once the Property is let. The Landlord should seek specific advice from an Insurance professional about insurance cover that makes sure that there is no liability in the event of the Tenant or any visitors being injured in the Property. The Agent cannot provide advice on insurance matters and it is the Landlord's obligation to make sure that cover is adequate.

The Landlord must notify the Agent of any restrictions in the lease or freehold documents pertaining to the Property. For example, clauses preventing the parking of caravans or

commercial vehicles on the drive. The Agent will not be liable for the departure of a Tenant caused by a restriction that the Agent was not made aware of. Additionally the Landlord will still remain liable for any Agent fees and may be liable to the Tenant for damages.

2 INITIAL OBLIGATIONS OF THE AGENT

2.1 The Agent agrees that:

- 2.1.1** When marketing the property, they will use their database of possible Tenants and advertise across the Internet. The Agent reserves the right to do only those things listed above deemed appropriate in the current market conditions.
- 2.1.2** They will provide advice about the rent likely to be received for the Property, and agree a rental figure at which the Property will be advertised.
- 2.1.3** They will show possible Tenants around the Property if required. **The Landlord must provide the Agent with 3 full sets of keys.**
- 2.1.4** When a suitable Tenant is found, the Agent will contact a Credit Reference Agency to obtain the appropriate information (and that of any potential guarantor). Specifically, the Agent will:
 - 2.1.4.1** Search to see if the Tenant has any County Court Judgments against them
 - 2.1.4.2** Confirm that they are on the electoral roll at the address they have provided.
 - 2.1.4.3** Obtain proof of the Tenant's current earnings
 - 2.1.4.4** Obtain Employer's references
 - 2.1.4.5** Obtain a reference from the Tenant's current or previous landlord
 - 2.1.4.6** Obtain a Right to Rent Check

However, the Landlord acknowledges that references give details of a Tenant's past behavior and do not guarantee that they will pay their rent in the future. Accordingly, no future liability attaches to the Agent in respect of Tenant references, provided the Agent has acted with reasonable care and skill in performing their contractual obligations.

2.1.5 When a suitable Tenant is found, the Agent will:

- 2.1.5.1** Ask the Landlord for instructions on the terms of the Tenancy including the length and start date. The Agent will prepare an Assured Shorthold Tenancy in line with these instructions and obtain the Tenant's signature.
 - 2.1.5.2** Prepare details of the condition of the Property and where appropriate a list of its contents (Inventory). This list will be agreed with the Landlord and the Tenant. Alternatively, the Agent reserves the right to have this function performed by an independent third party that specialises in Inventory preparation at a cost to the landlord.
 - 2.1.5.3** They will collect the first month's rent in advance together with a deposit equivalent to 5 weeks rent, this is now the most Landlords/Agents are able to charge a tenant for a deposit. The Tenancy will not be permitted to proceed until cleared funds are in the Agent's account. The deposit will be held in a Tenancy Deposit Scheme and the Agent will provide details of that scheme.
- 2.1.7** At the start of the Tenancy, the Agent will arrange to read any gas and electric meters and give the utility companies and the Council Tax department the new Tenant's details.

3 OBLIGATIONS OF THE LANDLORD

3.1 The Landlord agrees to:

- 3.1.1** Pay the Agents fees as outlined in page 1 of this Agreement. Any additional fees will be deducted from the money received from the Tenant and the balance will be sent to the Landlord within seven days of the start of the Tenancy. VAT will be added at the prevailing rate.
- 3.1.2** Pay any other fees or expenses in full within seven days of receiving a demand for payment. This includes repayment to the Agent if the Agent received Housing Benefit payments for the Tenant but then the Local Authority decides those payments have been overpaid and the Agent has to repay them to the Local Authority. The Landlord also agrees to pay the Agent's reasonable costs and fines if the Agent is prosecuted for managing a House in Multiple Occupation because the Landlord failed to get a License where one is needed.
- 3.1.3** Provide personal contact details.
- 3.1.4** Inform the Agent of any items that are currently in the property but which will not be included in the New Tenancy.
- 3.1.5** Pay the Agent any legal costs and damages suffered as a result of the Landlord breaking any of their legal responsibilities.
- 3.1.6** Inform the Agent beforehand about any Tenants the Landlord may not want. For example, smokers.
- 3.1.7** Give the Agent two months notice so that they can arrange all matters in connection with ending their management of the Property in the event that the Property is going to be sold.
- 3.1.8** **Be responsible for inspections during 'voids' (when the Property is empty). (Unless otherwise agreed)**

4 MANAGING AND ENDING THE TENANCY

- 4.1** **Rent Collection:** The Agent will collect the rent from the Tenant as per the Tenancy Agreement. The Agent agrees to pass the rent to the Landlord within 7 days of it clearing in the Agent's account. This will be paid direct to the Landlord's elected bank account. If the Landlord is not a domiciled in the United Kingdom, the Agent must deduct Income Tax at the basic rate, unless the Landlord has registered with the Inland Revenue's Non Resident Landlord Scheme.
- 4.2** **Inspections/Repairs/Gardening:** Periodical inspections will take place at the Property as a minimum every 6 months and the agent will report to the landlord on its general condition. If the Agent cannot get into the Property to carry out the inspection, they will notify the Landlord. During a tenancy if a tenant reports a repair and if the inspection reveals that repairs need to be carried out, the Agent will arrange for these to be done and in the event that the agent cannot contact the landlord to discuss repairs, the Landlord agrees to allow the Agent to spend up to £200 without having to consult the Landlord. The Agent must provide full details of any spending made on the Landlord's behalf. The Agent may spend more than this agreed limit so long as it was reasonable to do so and they were acting in the Landlord's best interests. In such a case the Landlord agrees to

Reimburse the agent. If the Agent has to attend the Property to deal with any repair issues because the Landlord cannot attend then the Agent will make a charge. If repairs are reported we have a duty of care to investigate the aforementioned to both the tenant and the landlord. The landlord has a duty of care to ensure necessary works are carried out as soon as is possible, in particular if the works required are to the Central Heating System, Radiators, Shower/Bath/Leaks and surrounding

pipe work. The garden must be maintained according to the time of year by the tenant unless otherwise agreed between the landlord and the tenant. **Tools must be supplied by landlord.**

- 4.3 Notices:** If the Landlord wants the Tenant to leave the Property during a periodic tenancy or at the end of a fixed term tenancy, the Agent will prepare a Section 21 Housing Act 1988 notice and serve it direct to the Tenant with a fee of £60 inc vat, payable by the landlord. However should the Landlord have to take any further legal action during a tenancy, the landlord will have to undertake this themselves should they not have the rent and legal insurance.
- 4.4 Renewals:** Just before the end of the Tenancy, the Agent will find out whether the Landlord and the Tenant want the Tenancy to continue. If the Tenancy is to be renewed, the Agent will prepare a new Assured Short hold Tenancy Agreement in line with the Landlord's instructions. The fee being £72 inc vat, payable by the Landlord.
- 4.5 Tenancy End:** At the end of the Tenancy, the Agent will check the condition of the Property and the list of items included with the Tenancy, making allowance for fair wear and tear. If any items have been damaged, the Agent will negotiate with the Landlord and the Tenant an appropriate figure for compensation. If there is a dispute this must be dealt with in accordance with the rules of the Deposit Protection Service. At the end of the Tenancy the Agent will obtain the gas and electricity readings, and inform the utility companies and the Council Tax Department that the Tenant has moved out. When the Tenant leaves, the Agent will check the property is secure.
- 4.6 Termination:** This Agreement will end immediately if the Landlord withdraws their instruction before the Agent finds a Tenant with the initial fee being payable by the landlord to the agent as confirmed on Page 2. The period of the Management Agreement is as a minimum the same term as the initial Short hold Tenancy Agreement i.e. 6 or 12 months. Thereafter, should either the Landlord or the Agent wish to terminate this Agreement then 2 months notice is required in writing with the withdrawal fee being payable by the landlord as confirmed on Page 2. In the event of a significant breach by either party, which cannot be remedied, then either party is entitled to terminate forthwith. "Significant Breach" would include the Landlord failing to carry out repairs within a reasonable time or otherwise exposing the Agent to financial or other risks. In the event of this Agreement ending, the Landlord will be entitled to such copies of all documents the Agent has on file so long as the Landlord has paid the Agents agreed fees in full.
- 4.7 Fees:** The Landlord will have to pay the Agent's reasonable expenses if the Landlord does not deal with the issues raised in Section 1 of this Agreement, or if the Landlord lets the Property through another agent without telling the Agent when they have also found a Tenant. The Landlord will also have to pay the Agent's fees if the Landlord offers a tenancy to anyone the Agent has introduced to the Property.
- 4.8 Sale of the Property:** In the event that a person introduced by the Agent subsequently purchases the property, whether before or after entering into a Tenancy Agreement, commission shall be payable by the owner/landlord to the Agent on completion of the sale at a rate of 1.5% of the selling price plus VAT.

5 OTHER CONDITIONS

- 5.1** No one else will benefit from this Agreement as permitted by the Contracts (Rights of Third Parties) Act 1999 and the Consumer Protection (Distance Selling) Regulations 2000 are excluded from this Agreement.
- 5.2** If any term of this Agreement cannot be enforced or is found to be unfair, it does not affect the other terms of the Agreement.
- 5.3** The Agent shall have the right to assign this Agreement as long as the rights of the Landlord are not materially affected.

- 5.4** The Agent retains the right to change the terms of this Agreement by giving two months' written notice of the change and the date the change will become effective.
- 5.5** This Agreement is governed by and should be read in accordance with the Law of England and Wales.

Signed and executed by all parties:

A large, empty rectangular box with a thin black border, intended for the signature(s) of all landlord(s).

All Landlord(s)' Signature(s)

A large, empty rectangular box with a thin black border, intended for the signature(s) of the agent on behalf of the parties.

(On behalf of the) Agent Signature(s)