



**Residential Lettings Service Agreement**  
**Tenant Find Only 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 Tenant Find Only 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 advice independent Legal advice.**  
**BARTONS BELONG TO THE CLIENT MONEY PROTECTION SCHEME KNOWN AS PROPERTY MARK. THE SCHEME REFERENCE NUMBER IS C0008413**

**The Execution Date**

**Between**

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

**The Agent**

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**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)

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Post Code:

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**The Property**



## **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 we will use our extensive database of possible Tenants and advertise the Property on the Internet, including sights such as Rightmove. 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. Accordingly, the Landlord must provide the Agent with all the appropriate 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 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, and where the Landlord has asked the Agents to create a new Tenancy Agreement the Agents 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 Short hold Tenancy in line with these instructions, and obtain the Tenant's signature.
  - 2.1.5.2** It is strongly advised that the landlord prepare details of the condition of the Property and where appropriate a list of its contents, This list will be agreed with the Landlord and the Tenant. Alternatively, the Agent can arrange this for you if you choose this option through a specialist third party.
- 2.1.6** They will collect the first month's rent in advance together with a deposit. The Tenancy will not be permitted to proceed until cleared funds are in the Agent's account. The deposit will either be paid over to the landlord to protect direct or if the landlord has a Deposit Protection Service (DPS) account, the agent will arrange to pay the deposit direct to the landlords DPS account.

## **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. Additional costs 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 Be responsible for inspections during 'voids' (when the Property is empty).

#### 4 TENANT FIND ONLY SERVICE

- 4.1 **Rent Collection:** The Agent will collect the first month's 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 less the Agent's fees. This will be paid direct to the Landlord's elected bank account.
- 4.2 **Renewals:** Where the Landlord has asked the Agent to prepare a new Tenancy Agreement the Agent will charge £90 inc VAT.
- 4.7 **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:**

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All Landlord(s)' Signature(s)

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(On behalf of the) Agent Signature(s)