

Landlord Letting Instruction Confirmation For "House Number" "Sample  
Tenancy Address 1" as of 10/03/2011

## My Details

"LL Forename" "LL Surname"  
"LL Address Line 1"  
"LL Address Line 2"  
"LL Address Line 3"  
"LL Address Line 4"  
United Kingdom  
XX00 0XX

Landlord Reference: lan-1

Letter Reference: Unsent letter

## Contacting Me

I would like you to post all correspondence to me at the address above (please let us know if you would rather receive emailed correspondence).

I realise that you may send messages to my mobile phone to inform me of matters concerning my property. I agree that when I'm on holiday I will still check and respond to these messages.

## My Bank Details

This is the bank account to which I expect you to pay any funds due to me. I realise that you may sometimes pay me by cheque.

"Landlord Bank Account"

12345678  
12-34-56

## My Property Details

### Location

The property I would like you to rent is

"House Number" "Sample Tenancy Address 1"

"Sample Tenancy Address 2"

"Sample Tenancy Address 3"

"Sample Tenancy Address 4"

XX00 0XX

## My Authority

I can confirm that :-

- a. I am entitled to enter into this Agreement to let the Property
- b. I am the freehold owner of this property or if I am a leaseholder that I have consent to let the Property from the Freeholder

- c. If I have a mortgage I have consent from the mortgagee to rent the Property
- d. I am entitled to all rent from the Property
- e. I have given you all the relevant information regarding the Property especially ones which affect the Tenant's use of the Property
- f. I have informed my insurance company that the Property is to be let

## Rent

I want you to advertise the rent on a payment schedule of

From	To	Total Rent
Start Tenancy (01/07/2010)	End of Tenancy	Payment of £500.00 per calendar month

The minimum rent I want you to accept is Payment of £400.00 per calendar month, unless I agree otherwise with you. I want you to advertise the property for 500.00.

## Available Dates and Duration

The Property is available to rent from 01/07/2010.

The minimum term duration of Tenancy I will accept is 6 Months and the maximum term duration I will accept is 6 Months.

## Tenants

The maximum number of individuals I will accept is 2. I understand that this relates to the suitability of the Property to accommodate that number of individuals. This is likely to be equivalent to the number of bedrooms in the Property.

The following types of tenant are acceptable to me:-

- Employed
- Self Employed
- Unemployed
- Student
- Own Means
- Retired
- Company
- Council

I understand that you will follow your Tenant Vetting Policy to determine their suitability as a tenant.

## Utility and Council Tax Bills

I expect the tenants to pay for any charges arising from the use of:-

- Television Licence
- Electricity
- Gas
- Telephone

I will pay for any charges arising from the use of :-

- Council Tax / Rates
- Water

## The Tenancy Deposit

A deposit of 700.00 to be collected by the Agent, held by the agent and protected by the Tenancy Deposit Scheme (TDS) . The scheme is administered by:

- The Dispute Service Ltd
- PO Box 541
- Amersham
- Bucks

HP6 6ZR

phone 0845 226 7837  
email deposits@tds.gb.com  
fax 01442 253 193

I understand you, the Agent, are instructed by me, the Landlord, to hold the Deposit, and you, the Agent, shall do so under the terms of the Tenancy Deposit Scheme, as stakeholder.

### **At the end of the tenancy covered by the Tenancy Deposit Scheme**

If there is no dispute you, the Agent, will keep any amounts agreed as deductions where expenditure has been incurred on behalf of myself, the Landlord, or repay the whole or the balance of the Deposit according to the conditions of the Tenancy Agreement with myself and the Tenant. Payment of the Deposit will be made within 10 working days of written consent from both parties.

If, after 10 working days following notification of a dispute to you, the Agent, and reasonable attempts have been made in that time to resolve any differences of opinion, there remains an unresolved dispute between myself, the Landlord, and the Tenant over the allocation of the Deposit it will be submitted to the Independent Case Examiner of The Dispute Service (ICE) for adjudication. All parties agree to co-operate with any adjudication.

When the amount in dispute is over £5,000 myself and the Tenant will agree by signing the Tenancy Agreement to submit the dispute to formal arbitration through the engagement of an arbitrator appointed by the ICE although, with the written consent of both parties, the ICE may at his discretion accept the dispute for adjudication. The appointment of an arbitrator will incur an administration fee, to be fixed by the Board of The Dispute Service Ltd from time to time, shared equally between myself and the Tenant. The liability for any subsequent costs will be dependent upon the award made by the arbitrator.

The statutory rights of either myself, the Landlord or the Tenant(s) to take legal action against the other party remain unaffected.

It is not compulsory for the parties to refer the dispute to the ICE for adjudication. The parties may, if either party chooses to do so seek the decision of the Court. However, this process may take longer and may incur further costs. Judges may, because it is a condition of the Tenancy Agreement signed by both parties, refer the dispute back to the ICE for adjudication. If the parties do agree that the dispute should be resolved by the ICE, they must accept the decision of the ICE as final and binding.

If there is a dispute you must remit to The Dispute Service Ltd the full deposit, less any amounts already agreed by the parties and paid over to them. This must be done within 10 working days of being told that a dispute has been registered whether or not you or I/we want to contest it. Failure to do so will not delay the adjudication but The Dispute Service Ltd will take appropriate action to recover the deposit and discipline you.

You, the Agent must co-operate with the ICE in the adjudication of the dispute and follow any recommendations concerning the method of the resolution of the dispute.

### **Incorrect Information**

I, the Landlord warrants that all the information I have provided to you, the Agent is correct to the best of my knowledge and belief. In the event that I provide incorrect information to you which causes you to suffer loss or causes legal proceedings to be taken I agree to reimburse and compensate you for all losses suffered.

## **Advertised Description**

I can confirm that the description below is correct:-

"Sample Tenancy - Property Description"

## **Furniture and Fittings**

The property is Furnished

I can confirm that soft furnishings comply to the (fire) (safety) regulations 1988. I understand that I am liable for the cost of maintaining the supplied furniture and fittings.

## **Maintenance and Safety Certificates**

These include safety certificates such as gas safety inspections.

The following certificates are overdue:-

- None

The following certificates will become due in the next month:-

- None

## Access to Property

I realise that you will phone or send a text message to arrange access to the Property. If this is my number then I will ensure that I arrange access. If this is the current tenant's number then you will phone the tenant or send a text message to arrange a time to enter the Property. If this time is not convenient the onus is on the tenant to contact "Branch 1 Marketing Name" to re-arrange a more convenient time. I will highlight these arrangements to my tenant.

## Special Tenancy Conditions

I want you to add the following clauses (if any) to the Tenancy Agreement:-

NONE

## The Service I Want is "Fully Managed "

I authorise you to act on my behalf and do anything I could do myself in respect of the letting and management of the Property. I indemnify you against any claims and liabilities incurred by you in the proper performance of this Agreement.

## Informing me my Property is Let

You will inform me as soon as an application is made. Once I am informed that you have found a prospective tenant I will not let the property to anyone else. I will also inform anyone else looking for tenants on my behalf that the property is let. I will check that the proposed tenancy agreement is acceptable to me'

## Rent Collection

The Tenant will pay the rent into "Branch 1 Marketing Name" Client's Account. If the tenant does not pay, I expect you to follow your procedure for collecting outstanding funds. This includes reminders to the tenant by letter and / or mobile phone text message. Once you have exhausted your procedure I expect you to contact me to discuss the next steps. I understand that I may need to instruct a solicitor to pursue the debt. I will be liable for the legal and Court costs incurred.

## Management Charge

I agree to an ongoing management charge to be taken from the rent collected. This is equivalent to 10.00% + VAT of the rent collected.

## Repairs to my Property

I understand that if I have arranged for you to arrange repairs for my Property I realise that you will take this from funds held by you on my behalf. I will forward payment to you within 10 days if there are insufficient funds.

I know that in the event of an emergency or where it is not practical or possible to contact me that you will arrange for any necessary work to be carried out.

## Inventory and Inspecting my Property

I understand that you will not be carrying out any inspections during the tenancy.

## Ending Tenancy Agreements

I understand that you will decide whether to end a Tenancy Agreement (by serving a Section 21 notice) or to allow a Tenancy to continue after the Term Certain has ended - this will then be a statutory periodic Tenancy.

# Your Charges

## Fees

- \* Descriptive Charge 1
- \* Descriptive Charge 2
- \* Descriptive Charge 3

I realise that you will take these from funds held by you on my behalf. I will forward payment to you within 10 days if there are insufficient funds.

## Other Conditions

### Tax

I understand that you will give the Inland Revenue any information about me that they request. I know that you are not responsible for preparing or submitting a tax return or similar on my behalf. But, I realise you will provide me with a summary of the rent collected and expenses for the tax year.

### Your Liability

I understand that you are not liable for:-

- any inaccurate forecasts of income or expenditure - forecasts are estimations only.
- any defects in my Property.
- the performance or any work carried out by contractors on my behalf.

## Terminating this Agreement

I realise that I must give you 3 months notice to end this Agreement.

## Confirmation of this Agreement

To accept the terms of this agreement I understand I must sign and return it to your office at "Branch 1 Address 1", "Branch 1 Address 2", "Branch 1 Address 3", "Branch 1 Address 4", XX00 0XX.

**SIGNED and DATED** by "LL Forename" "LL Surname" (the Landlord)

Landlord Sign Here

Date Here

**SIGNED and DATED** by an authorised person of "Branch 1 Marketing Name" (the Agent)

Agent Sign Here

Date Here