

# Managed Letting Instruction Confirmation For 107 Grasmere Street (the "Property")

## My Details

Sample Landlord  
123 Sample Street,  
Sample, AB1 2CD

Landlord Reference: lan-61

Letter Reference: Unsent letter

## Contacting Me

I would like you to e mail me all correspondence to [samplelandlord@hotmail.co.uk](mailto:samplelandlord@hotmail.co.uk). (please let us know if you would rather we post correspondence).

I confirm that you may, and I authorise you to, send messages to my mobile phone on xxxxxxxxxx to inform me of matters concerning the Property. I agree that I will check my messages at all times and I will respond to all messages promptly. Any messages sent to my mobile telephone will be deemed to have been received by me 1 day after the date of sending such message.

I will ensure that I give all instructions and decisions relating to the Property in writing and you do not need to comply with any instruction not given or confirmed by me in writing.

## My Bank Details

This is the bank account to which you will pay any funds due to me (although I confirm that you may also from time to time pay me by cheque).

Mr & Mrs Sample Landlord,  
00000000, 000000

## My Property Details

### Location

The Property I would like you to market and (if appropriate) manage is

**107 Grasmere Street  
Leicester**

**LE2 7FU**

## My Authority

I warrant and represent that :-

- I am entitled to enter into this Agreement to let the Property
- I am entitled to let the Property as I am either the only freehold owner of the Property or, if I am a leaseholder or a joint freehold owner, I have irrevocable and unconditional consent from the freehold owner/other freehold owners (as appropriate) to let the Property;
- If I have a mortgage, I have irrevocable consent from the mortgagor to rent the Property (and I will be responsible for complying with any and all conditions attached to such consent);
- I am entitled to be paid all rent in relation to the Property;
- I have given you all relevant information regarding the Property especially such information which affects the

Tenant's use of the Property;

f. I have informed my insurance company that the Property is to be let and this does not invalidate or otherwise adversely affect such insurance;

g. I will comply with all the obligations and covenants imposed on the landlord pursuant to any tenancy agreement entered into in relation to the Property;

h. I will obtain and maintain any and all necessary consents, authorisations and permissions relating to the letting of the Property.

## Rent

I would like you to advertise the rent on a payment schedule of

From	To	Total Rent
		No Rent Schedule Set

The minimum rent I authorise you to accept is Weekly payment of £85.00 per person, unless I agree otherwise with you. I want you to advertise the property for 85.00 weekly per person.

## Available Dates and Duration

The Property is available to rent from 01/07/2014.

The minimum duration of tenancy I authorise you to accept 52 Weeks and the maximum duration of tenancy I authorise you to accept is 52 Weeks.

I understand the tenants will only pay half rent for the two summer months, July and August, and that they will not have occupational rights during this time, unless otherwise agreed.

## Tenants

The maximum number of individuals I authorise can enter into occupation in respect of the Property is 3. 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:-

Student

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  
Council Tax / Rates  
Telephone

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

Electricity  
Gas  
Water

## The Tenancy Deposit

A deposit of 600.00 to be collected by you, held and protected by the Deposit Protection Service (DPS) , in accordance with the Terms and Conditions of the DPS. The Terms and Conditions of the DPS and ADR Rules governing the protection of the deposit including the repayment process can be found at [www.depositprotection.com](http://www.depositprotection.com)

The DPS will provide information to the tenant, the landlord, and any "relevant party" advised as part of the deposit submission confirmation as set out in the Terms and Conditions in support of the requirements of parts (a) to (f) of Section 2, Prescribed Information relating to tenancy deposits set out within The Housing (Tenancy Deposits) (Prescribed Information) Order 2007 (as amended, restated or re-enacted from time to time) (the

"Information Order").

The DPS cannot and is not required, however, to deliver all aspects of the information and conditions set out in part (g) Section 2 of the Information Order. The Housing Act 2004 makes clear (s213 (5)) that the responsibility to provide all of the Prescribed information to the Tenants and any "relevant party" associated with the tenancy lies with the landlord but I authorise you to provide the Prescribed Information in your possession to the tenants on my behalf (and to sign any documentation in this regard) as required by the Information Order.

## Advertised Description

I confirm that the description below is correct:-

Available now for the academic year 2014- 2015. This property is well presented and finished to a high standard throughout, with modern, neutral decor. The house is in a fantastic location, less than 5 minutes walk from the main campus. The accommodation comprises 3 good sized bedrooms, a lounge, a kitchen and a first floor bathroom. The bathroom was fully refurbished in summer 2012. **\*\*\*THE KITCHEN WILL BE REFURBISHED DURING THE SUMMER 2014\*\*\*** **\*\*\*ALL INCLUSIVE PROPERTY: ALL UTILITY BILLS INCLUDED!!!\*\*\*** This property is one of our new Head Tenancy houses where SULETS includes all bills into the price of the rent. We include: • Gas\Electricity\Broadband\Water (subject to fair use policy) • TV Licence • Professional clean at start of tenancy • 6 x cleans of communal areas • Tenants contents insurance **\*\*\*THE ABOVE PACKAGE IS AVAILABLE FOR JUST £85 per person, per week!!!\*\*\*** This property is available at either the Fully Managed tenancy rate of £65.00 per person per week, or at £85.00 per person per week as part of our new Head Tenancy scheme.

## Furniture and Fittings

The property is Furnished

I warrant and confirm that any and all furnishings provided by me at the Property comply with the Furniture and Furnishings (Fire) (Safety) Regulations 1988 (as amended (including, but without limitation, as amended in 1989 and 1993), restated or re-enacted from time to time) and I accept any and all liability pursuant to, and will comply at all times with, such Regulations. I understand that I am liable for the cost and expense of maintaining any and all supplied furniture and fittings.

## Gas, Electricity and Compliance with Laws

If there is a gas supply to the Property, I warrant and confirm that there is a valid gas safety certificate for the Property and I accept any and all liability pursuant to, and will comply at all times with, the Gas Safety (Installation and Use) Regulations 1998 (as amended, restated and/or re-enacted from time to time). I understand that I am liable for the cost and expense of complying with the same. I confirm that I will supply you with a copy of any certificates and records relating to such supply upon your request from time to time and in any event before the tenant moves in to the Property.

I authorise you to arrange on my behalf any relevant safety checks if these have not been provided to you prior to the start of the tenancy and I authorise you to take the fee from any funds held by you on my behalf. If you are not holding sufficient funds to cover such charge, I will forward payment to you within 10 days of notice of the same.

I confirm that the Property is electrically safe and I am liable for the cost and expense of the maintaining the same.

I confirm that I will be responsible, at my own cost and expense, for arranging and complying with any and all provisions of statutes and subordinate legislation in force from time to time (including, but without limitation, arranging and complying with any and all other safety inspections and/or certificates required by law to be carried out from time to time including, where appropriate, to commission and provide a home information pack and/or energy performance certificate(s)).

## Access to Property

I will arrange (or procure) access to the Property at all times required by you (for example, to carry out repairs at the Property). This may mean that you will need to contact the tenant to arrange a time to enter the Property. If this time is not convenient to the tenant, the onus is on the tenant to contact you to arrange a more convenient time. I will highlight these arrangements to the 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-DPS"

I authorise you to act on my behalf and do any and all things I could do myself in respect of the letting and management of the Property.

I will indemnify you and keep you indemnified on a £1 for £1 basis against any and all losses, claims, liabilities, costs, expenses and demands suffered or incurred by you in the proper performance of this Agreement. This provision shall survive termination of this Agreement.

### Informing me my Property is Let

I will inform you as soon as possible if I have let the Property, or found a tenant, before you have managed to find a tenant. You will inform me by sending a message to my mobile phone or by sending a written notice as soon as reasonably practicable after you have found a tenant willing to enter into a tenancy agreement in relation to the Property. Once I receive this message or notice (as appropriate) I will then not let the Property to anyone else. I will also inform anyone else looking for tenants on my behalf that the Property has been let. You will send me an unsigned copy of the proposed tenancy agreement, as soon as reasonably practicable and I will then sign and return such agreement to you without delay.

### Rent Collection

I will procure that the tenant of the Property will pay all rent in relation to the Property into your account. If the tenant does not pay, I expect you to follow your procedure for collecting outstanding funds. This includes sending 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 any legal and Court costs incurred. I understand that you will pay me any rent collected minus any fees listed below from the tenants cleared funds within 7 working days, unless there are unavoidable exceptional circumstances.

### Management Charge

I agree to an ongoing management charge to be taken from any rent collected by you on my behalf. You will be entitled to deduct 0.00% + VAT from any rent received of the gross rent collected.

### Repairs to my Property

[I authorise you to arrange repairs to the Property on my behalf.]

I understand that if I have arranged for you to arrange repairs to my Property or, if I have not authorised you to arrange repairs to the Property, in the event of an emergency or where it is not practical or possible to contact me, I authorise you to:

1. arrange any necessary repair work to be carried out on my behalf;
2. sign on my behalf any agreements or orders relating to any and all such repairs; and
3. take the costs and expenses of any repairs from any funds held by you on my behalf, and if you are not holding sufficient funds, I will forward payment to you within 10 days of notice of the same.

### Inventory and Inspecting my Property

I understand that if I have arranged for you to record the condition of the Property, you will do it as per your Inventory Procedure. I understand it is my responsibility to notify you when the property is ready for the inventory to be carried out.

### Ending Tenancy Agreements

I understand that you will decide whether to end a tenancy agreement (by serving a Section 21 notice or otherwise) or to allow a tenancy to continue after the term certain has ended - this will then be a statutory periodic tenancy.

## Your Charges

### Fees

\* Fully Managed Set up fee's - £300.00 (excluding VAT)

In addition to the management charge set out in the section headed "Management Charge" above, I authorise you to take from any funds held by you on my behalf the above charge. If you are not holding sufficient funds to cover such charge, I will forward payment to you within 10 days of notice of the same.

## Other Conditions

### Tax and Authorities

I understand that you may be required to give HM Revenue & Customs and any other appropriate and

competent authorities (including, without limitation, any council tax departments of the relevant local authority and the suppliers of utility services to the Property) information about me that they request from time to time and I confirm that you are authorised to do the same. I understand that you are not responsible for preparing or submitting a tax or similar return on my behalf. I will notify you if my normal place of abode is or becomes outside the United Kingdom. The provisions of this section shall survive termination of this Agreement.

### Your Liability

I understand that, to the fullest extent permitted by law, you are not liable for:-

- a. any inaccurate forecasts of income or expenditure - forecasts are estimations only.
- b. any defects in the Property.
- c. the performance of any work carried out by me or contractors on my behalf.
- d. the acts or omissions of the tenants (including, but without limitation, any damage to the Property or any furniture, fixtures or fittings at the Property, or the non-payment of any rent by the tenants); and
- e. any of my acts, omissions or defaults (whether pursuant to this Agreement or otherwise).

The provisions of this section shall survive termination of this Agreement.

### Provision of Information

I confirm that I will co-operate with you in relation to the Property and supply to you promptly (and in any event, within 7 days of request) any and all information and/or documentation concerning the letting and/or the Property as you shall reasonably request from time to time (and this provision shall survive termination of this Agreement).

### Duration of this Agreement

This Agreement shall come into force on the date on which a signed/dated copy is received by you and will continue until ended in accordance with the section headed "Terminating this Agreement" below.

I will not, without your prior written consent, assign the benefit or obligations set out in this Agreement.

### Terminating this Agreement

Either you or I may terminate this Agreement by giving to the other at least 14 days written notice (provided that this Agreement will end immediately upon service of written notice by the non-defaulting party to that effect if a party fails to comply with any of the material terms of this Agreement and the failure, if capable of remedy, is not remedied within 7 days of receipt of a written notice requesting remedy of the failure).

If this Agreement is terminated, I confirm that I will pay you a sum equivalent to the management charge set out in the section headed "Management Charge" and any other fees set out in the section headed "Your Charges", above on any lettings of the Property during the remainder of the term of any tenancy agreements entered into pursuant to this Agreement such sum being calculated on the basis of the rent payable by the tenant for the remainder of the term (but being at least for the minimum rent per calendar month set out in the section headed "Rent") and I will pay you any such sums within 10 days of receipt of notice of the same.

In addition, if this Agreement is terminated, I confirm that I will pay you a sum equivalent to the management charge set out in the section headed "Management Charge" above on any lettings of the Property during the term of any tenancy agreement (such term being for at least the minimum term set out in the section headed "Available Dates and Duration" above) such sum being calculated on the basis of the rent payable by the tenant for the relevant term (but being for at least the minimum rent per calendar month set out in the section headed "Rent") where such letting is concluded after termination of this Agreement if such letting is mainly attributable to your efforts prior to termination of this Agreement or where this Agreement is ended after an acceptable tenant who is willing and able to take up the tenancy is found (but I decide not to enter into the relevant tenancy agreement), and I will pay you any such sums within 10 days of receipt of notice of the same.

The provisions of this section shall survive termination of this Agreement.

### Confirmation of this Agreement

I will sign one copy and return to you, and retain the other for my records. I understand that until you receive the signed copy, you will be unable to commence marketing of the property.

**SIGNED and DATED** by Sample Landlord  
(the Landlord)

Landlord Sign Here

Date

In the presence of:





Witness Signature: .....

Witness Name: .....

Witness Address: .....

DRAFT

