

Easy Location Ltd Landlord Agreement



In order to comply with contractual obligations, as a Landlord your personal information may be shared with Tenants, Guarantors, Utility Companies, Referencing Agencies, Councils, Contractors and Deposit Insurance Scheme Providers.

We do not sell any information on for marketing purposes to 3rd parties.
Your information will be kept for approximately 6 years.

Easy Location- Landlord Agreement

Please note, all Easy Location Fees are subject to VAT unless stated otherwise

Fully Managed Service	Let Only Service
<ul style="list-style-type: none"> • Visit property advise of rents, furnishings and related matters • Market property to find tenant • Arrange appointments to view • Check suitability of tenant with references and credit search • Execute tenancy agreement • Prepare property inventory • Collect initial funds and complete legal paperwork • Protect bond with My Deposits • Visit the property at 3 month intervals and advise landlord as appropriate • Collect rent monies • Contact tenant with reference to contract at the end of initial 6 months • Issue notice when appropriate • Check out tenant at end of tenancy <p>Fees for this service</p> <ul style="list-style-type: none"> • Initial Letting Fee of £185 + VAT • 10% monthly commission 	<ul style="list-style-type: none"> • Visit property advise of rents, furnishings and related matters • Market property to find tenant • Arrange appointments to view • Check suitability of tenant with references and credit search • Execute tenancy agreement • Collect initial funds and complete legal paperwork • Protect bond with My Deposits <p>Fees for this service</p> <ul style="list-style-type: none"> • Initial letting fee of £365 +VAT or 10% +VAT of the initial 6 months rental income whichever is the greater • No monthly commission charge

Type of Service:

Landlords Details:

Name:

Address:

Telephone Number:

Email Address:

Landlords Bank Details:

Sort Code:

Account Number:

Beneficiary:

Bank:

Rental Property

Address:

Rental Value:

In the property:

Telephone: YES / NO

Broadband: YES / NO

Satellite/Cable: YES / NO

Water Meter: YES / NO - Location:

- Supplier:

-Gas Meter: YES / NO - Location:

- Supplier:

-Electricity Meter: YES / NO - Location:

- Supplier:

Allocated parking space: YES / NO

Council Tax Band:

Council Tax Authority:

Please leave any manuals for appliances such as washing machines, boiler etc in the property.

Landlords Conditions:

Pets: YES / NO

DSS: YES / NO

Children: YES / NO

Unfurnished: YES / NO

Smokers: YES / NO

Sharers: YES / NO

Whilst we will endeavor to ensure these restrictions are adhered to, we cannot guarantee that no children will visit or visitors will not smoke in the property etc.

Other Specifications:

Safety Checks:

**Please tick
Appropriate**

Gas Safety Check:

<i>I give Easy Location permission to carry out a Gas Safety Check by an approved Gas Safe engineer at my expense (£85 inc. VAT)</i>	
<i>I already have a Gas Safety Record from a Gas Safe engineer and will provide it 7 days before the tenancy begins</i>	
<i>I will instruct my own Gas Safe engineer and will provide a certificate 7 days before the tenancy begins</i>	

Energy Performance Certificate:

**Please tick
Appropriate**

<i>I give Easy Location permission to carry out an Energy Performance Certificate at my expense (£85 inc. VAT)</i>	
<i>I already have a Energy Performance Certificate and will provide it 7 days before the tenancy begins</i>	

Alarms:

**Please tick
Appropriate**

<i>I have at least one smoke alarm on every floor of my property</i>	
<i>I give Easy Location permission to fit a smoke alarm to every floor of my property, cost to be deducted from 1st month's rent</i>	
<i>I have a carbon monoxide detector (this must be present in any room containing any appliance that burns solid fuel)</i>	
<i>I give Easy Location permission to install a carbon monoxide detector in any room containing any appliance that burns solid fuel, cost to be deducted from 1st month's rent</i>	

These checks are mandatory and have to be completed before the tenancy can begin.

Insurance

It is the Landlord's responsibility to ensure that there is insurance cover in force in respect of buildings and (if applicable) contents. The Landlord is advised to ensure the insurer is aware that the property is to be let and to notify the insurance company of the date of the occupancy. If appropriate, the insurer should be made aware where the Tenant is claiming Housing Benefit.

I confirm that I have appropriate landlord's building insurance cover: YES / NO

My existing insurance company is:

My existing policy number is:

If you do not have insurance, we suggested Milestone Insurance Consultants. Please contact us in the office for more information.

Terms of Business:

Property Maintenance

The Landlord authorises Easy Location to arrange for any work/repairs which Easy Location considers to be of an urgent nature (up to £100) to be carried out and to deduct all such expenses from the rent monies collected. Where no funds are held by Easy Location, the Landlord agrees to pay any invoices within seven days. Easy Location will endeavour to seek prior authorisation, wherever practical. The Landlord hereby acknowledges that Easy Location 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 arranged. The Landlord acknowledges that Easy Location will apply a fee equivalent of up to 10% of the labour to all maintenance invoices.

Extent of Easy Location's Obligations

Easy Location shall not be obliged to take any steps on behalf of the Landlord to enforce or ensure that the Tenant complies with the Landlord's obligations contained Easy Location's standard Tenancy Agreement nor to evict a Tenant who defaults or whose Tenancy has expired. If Easy Location agrees to assist the Landlord in these matters the work and any expenses incurred will be the subject of an additional charge. Although Easy Location Ltd endeavour to ensure the condition of the property is maintained throughout the tenancy, Easy Location Ltd advises there may be fair "wear and tear" of the property condition, and Easy Location cannot be held responsible for any damage

Sale of Property

If the leasehold or freehold of the property is purchased by the tenant or anyone introduced to the landlord by Easy Location during the tenancy then the landlord will pay the fee of 1% + VAT of the final sale price to Easy Location upon completion.

Extension of existing tenancy

If the initial fixed term tenancy ends and is the extended (with the agreement of the landlord) Easy Location will charge £75 + VAT for a 6 month AST and £90 + vat for a 12 month AST and will then draw up new contracts for the tenancy.

Fees and Pricing

The management fees and any other additional fees specified in the agreement will be deducted from the initial rent in a Let Only situation and monthly rent in a Managed situation. All charges are subject to change given a minimum thirty days notice.

Keys

Easy Location Ltd requests that the landlord provides 2 sets of keys for each property. Easy Location Ltd reserves the right to charge for a duplicate set to be cut if only one set is provided.

Tenancy Terms

The Landlord authorises ELL to let the property on behalf of the Landlord on the following terms:-

1. Length of tenancy – 6 months (Initially)
2. Rent – As stated above
3. The tenancy to be an Assured Shorthold Tenancy in accordance with the Housing Act 1988
4. Other terms shall be as contained in Easy Location standard Tenancy Agreement which is available for inspection on Easy Location's premises. Variations are not permitted

Rent collection and other services

1. The Landlord appoints Easy Location as the Landlord's sole agent to receive the rent throughout the period of the Tenancy
2. Easy Location will pay to the Landlord's designated bank account rent received after deducting its commission and expenses incurred on behalf of the Landlord which deductions the Landlord hereby authorises
3. Payments of rent (net of such deductions) will be made by Easy Location within 3 working days of the tenant's payment date.
4. Easy Location is not obliged to undertake steps to collect rent from a tenant who defaults but will instruct a debt collection agency whose fees shall be charged to the Landlord

Easy Location Limited

Easy Location Ltd is the trading name of Easy Location Ltd of 49 Boroughgate, Otley LS21 1AG.

Landlord's Obligations

General

The Landlord agrees to comply with the Landlord's obligations contained in ELL's standard Tenancy Agreement.

Insurance

It is the Landlord's responsibility to ensure that there is insurance cover in force in respect of buildings and (if applicable) contents. The Landlord is advised to ensure the insurer is aware that the property is to be let and to notify the insurance company of the date of the occupancy. If appropriate, the insurer should be made aware where the Tenant is claiming Housing Benefit.

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 from the rent remitted by ELL until a valid exemption certificate obtained from the Inland Revenue is provided to ELL.

Mortgage

If the property is subject to a mortgage it is the Landlord's responsibility to obtain the Lender's written consent to let the property. If reasonably required by ELL, the Landlord will produce evidence of such consent.

Deposits

Deposits received from tenants will be held by ELL in a separate Client Account. Deductions can only be made from a deposit once a claim against it has been substantiated by the Landlord and the tenant and to the satisfaction of ELL and, where appropriate, valid receipts have been provided.

Interest

No interest will be paid on money held within the Trust Account whether the account is interest bearing or not.

Legal Requirements

It is the responsibility of the Landlord to comply with the following and the Landlord is advised that breaches may constitute a criminal offence. ELL cannot be held liable for the Landlord's failure to comply with the law. The Landlord will on request provide ELL with evidence of the following:-

- a. **Gas Safety (Installation & Use) Regulations 1994.**
The Landlord accepts that gas appliances and installations must be checked and found to be safe by a CORGI registered engineer annually. The Landlord undertakes to ensure that the property is inspected in accordance with the regulations annually.
- b. **Electrical Equipment (Safety) Regulations 1995.**
The Landlord certifies that the wiring at the property in both fixed electrical equipment and the building itself meets all electrical and fire safety regulations. The Landlord acknowledges that portable appliances must be checked on an annual basis and agree to ensure a suitably qualified contractor is instructed to do so annually. Before a Tenancy Agreement can be signed, a certificate must be issued by a qualified contractor initially and annually thereafter.
- c. **Smoke Alarms.**
The Landlord acknowledges that, where smoke alarms are installed at a property, the Landlord shall be responsible for ensuring that they are fully functional and fitted with new batteries before a tenant moves into the property.
- d. **Furniture and Furnishings (Fire) (Safety Regulations 1993.**
All soft furnishings in furnished or partially furnished properties must comply with fire resistance requirements. The Landlord confirms that no furniture exists in the property which in any way contravenes these regulations.
- e. **Energy performance certificate.**
A legal requirement since 1st Oct 2008, each certificate lasts for 10 years.
- f. **Legionella.**
As a landlord you have legal responsibilities to ensure the health and safety of your tenant by keeping the property safe and free from Legionella.
In most cases, the actions landlords need to take are simple and straightforward so compliance does not need to be burdensome or costly. Most landlords can assess the risk themselves and do not need to be professionally trained or accredited; but if you do not feel competent, or inclined to do so, we can arrange for someone who is to do it on your behalf.
More information can be found by following the link
<http://www.hse.gov.uk/legionnaires/legionella-landlords-responsibilities.htm>

Regulations are subject to change and the Landlord accepts responsibility for complying with any changes. ELL cannot accept responsibility for advising on any future changes to legislation or regulations. As a courtesy service to the Landlord, ELL may advise on steps the Landlord should take to comply with the law but in no circumstances will ELL be liable for failure to do so. The Landlord hereby agrees to meet all costs incurred in ensuring that the property complies with legislation and regulations.

Data Protection

The Landlord acknowledges and agrees to ELL storing information relating to both the property and the Landlord on computer or any other medium. In order to comply with contractual obligations, as a Landlord your personal information may be shared with Tenants, Guarantors, Utility Companies, Referencing Agencies, Councils, Contractors and Deposit Insurance Scheme Providers.

Legal Responsibilities

The Landlord authorises ELL to commence any legal proceedings at the landlord's expense on tenants residing at this address. The landlord also agrees that ELL will be authorised to sign the tenancy agreement on their behalf.

Status of Landlord

The Landlord confirms he is owner of the property and is legally entitled to let it.

Termination

Either the landlord or Easy Location may terminate this agreement or change the basis of the agreement from managed to let only service subject to 2 months written notice (subject to the following terms).

- 1. If written notice is given to Easy Location but an application from a prospective tenant has already been received, the landlord will be liable to pay Easy Location a £222 withdrawal fee.
- 2. If an AST has been signed by both the tenant and Easy Location (acting for the landlord), then this landlord agreement may not be terminated until the AST has come to an end and the landlord will still be liable to pay any fees until the tenancy ends.

Easy Location are not responsible for the property for the time that it is vacant in between tenancies, unless the landlord has, in writing, asked us to be.

Confirmations

By signing this agreement I confirm the following:

- 1. All the information provided by me in this agreement is correct
- 2. I am responsible for obtaining permission to let from my mortgage or lease
- 3. There are no arrears on my mortgage
- 4. I understand all the information in this agreement

Signature (Landlord): Date:.....

Signature on behalf of Easy Location Ltd:..... Date:.....