

RESIDENTIAL LETTING AGREEMENTS AND CONDITIONS  
(Letting Only)

These Terms and Conditions apply to secure the letting of a residential property. These Terms and Conditions form the basis of the letting agreement. Please read them carefully before signing the Appointment Form.

The Agent (>> “Agent”) is appointed to let the Property on a short-hold tenancy. The Terms and Conditions apply to the Agent so please read them carefully.

1. Definitions

“Agency Period”

Starting on the date this contract is signed and ending when a tenancy is entered into in relation to the Property;

“Appointment Form”

The form to be completed and signed by the Tenant in order to appoint the Agent as the Letting Agent;

“Applicable Tenancies”

Residential tenancies in England listed in section 9B of the Housing Act 2004;

“Commission”

The Letting Commission (or as the Renewal Commission) which is to be paid to the Agent, subject to the provisions of the Agency Contract, on termination of the agency contract;

“Common Parts”

Shared areas of the building in which the Property forms part and which the Owner has a right of access to;

“FFHH Act”

The (Fire, Flood and High Humidity) Act 2018;

“HHSRS Regulations”

The Health and Safety Rating System Regulations 2005 or (if the Property is in a building with a Health and Safety Rating System 2006);

“Letting Commission”

A fee (exclusive of VAT (<< >>% plus VAT)) payable to the Property for the first year of the tenancy agreement (or, if the tenancy agreement is for a term of less than a year, << >>% plus VAT) of the Rent payable under the tenancy agreement);

“Owner”

The person who owns the Property;

“Property”

The property identified in the Appointment Form;

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“Redress Schemes Order

s Schemes for Lettings Agency Management Work (Requirement the etc) (England) Order 2014;

“Renewal Commission”

usive of VAT (<< >>% plus VAT) ation to the Property for the year expiry of a tenancy agreement (or, nancy agreement has a fixed term < >>% inclusive of VAT (<< e Rent due for the whole term of nancy agreement);

“Rent”

on>>] ble by a tenant of the Property eement;

“Security Deposit”

osit received from a tenant in reaches of the tenant’s obligations ment.

1.1 Any reference in expressions, includ telex, cable, facsimi

ditions to “writing”, or cognate ommunication effected by e-mail, r means.

1.2 Any reference in the statute shall be co amended, re-enacte

ns to any statute or provision of a e to that statute or provision as vrant time.

1.3 The headings in this interpretation.

nience only and shall not affect its

2. **Appointment of Agent**

2.1 The Owner appoint by carrying out the o

ir agent in relation to the Property e 3.

2.2 Unless otherwise st the Agency Period purposes mentione

Form, the Owner shall not during on as the Owner’s agent for the

3. **The Agent’s Duties**

3.1 The Agent shall m tenancy at a market

letting on an assured shorthold

3.2 Without prejudice t particulars of the Pr photographs and, o Agent shall include its website.

use 3.1, the Agent shall prepare n description [, video footage] and been approved by the Owner, the rtising materials and add them to

3.3 The Agent shall give

the Property’s rental value.

3.4 The Agent shall:

3.4.1 if requested Energy Perf prior to mark

the Owner’s cost, arrange for an C) to be prepared for the Property

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3.4.2 ensure that before they are provided with a copy of the EPC

3.5 The Agent will be available and either Property unless a valid EPC is

3.5.1 the Property rating between A-E (inclusive); or

3.5.2 a valid exemption registered on the National PRS Exemptions force.

3.6 The Agent shall:

3.6.1 if requested at Owner's cost, arrange for gas and electricity safety out before a tenancy commences in order to comply with:

3.6.1.1 the Gas Safety (Installation and Use)

3.6.1.2 the (Safety) Regulations 1994 (for appliances purchased on or after 08 December 2016) and the Electrical Safety Regulations 2016 (for appliances purchased on or after 01 December 2016); and

3.6.1.3 the Electrical Safety Standards in the Private Rented Sector (England) Regulations 2020; and

3.6.2 ensure that the Property is provided with copies of the latest gas safety reports for fixed electrical wiring and appliances occupying the Property; and

3.6.3 comply with the obligations in the Electrical Safety Standards in the Private Rented Sector (England) Regulations 2020 as instructed by the local authority at the cost of the Owner) as set out in clause 4.6 of the Schedule 1

3.7 If it appears to the Agent that there may be at the Property any of the "hazards" specified in Schedule 1 then the Agent shall either:

3.7.1 advise the Owner of the steps that need to be taken; or

3.7.2 recommend that the Owner obtain advice from a suitably qualified person.

3.8 The Agent shall, if requested by the Owner, and at the Owner's cost, arrange for work to be carried out in accordance with:

3.8.1 in order to comply with the requirements specified in HHSRS Regulations;

3.8.2 in response to any notices issued by the local authority under the HHSRS Regulations.

3.9 Subject to clause 3.10, if the Agent is notified that the Property and/or Common Parts are in breach of the "Fitness for Human Habitation" as defined in the FFHH Act at any time during the tenancy, the Agent shall either:

3.9.1 advise the Owner of the breach and the steps that need to be taken to put and keep the Property and/or Common Parts in a state that is fit for human habitation as defined in the FFHH Act; or

3.9.2 recommend that the Owner obtain advice from a suitably qualified person.

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3.10 Subject to clause 3.10.1, the Agent shall, if requested by the Owner and at the Owner's cost, arrange for any works to be carried out at the Property and/or Common Parts (or any part thereof) for these works from any third party have been obtained from the Property and/or Common Parts in a state of repair and in accordance with the FFHH Act;

3.10.1 in order to put the Property and/or Common Parts in a state of repair and in accordance with the FFHH Act;

3.10.2 in response to any reports issued by the tenant in relation to the Property and/or Common Parts;

3.10.3 in response to any notices issued by the tenant under the FFHH Act;

3.10.4 in order to comply with any orders made by the courts under the FFHH Act.

3.11 Clauses 3.9 and 3.10 shall apply to Applicable Tenancies.

3.12 The Agent shall, if requested by the Owner and at the Owner's cost:

3.12.1 arrange for the installation of smoke and carbon monoxide alarms in accordance with the Carbon Monoxide Alarm (England) Regulations 2015;

3.12.2 check that the Property is in working order on the day a new tenancy begins.

3.13 The Agent shall deal with enquiries from potential tenants, arrange and escort viewings and keep the Owner informed of the outcome of all enquiries and viewings.

3.14 The Agent shall gather information from potential tenants which will enable the Owner to make a decision as to the tenant (and any guarantors) to let the Property and to take up appropriate references to ensure the tenant's commitment to enter into a tenancy agreement and shall forward the information to the Owner.

3.15 The Agent shall, to the extent that the provisions of sections 20–37 of the Immigration Act 2014 are in force in relation to the Property is situated, accept liability for compliance with the provisions of sections 20–37 of the Immigration Act on behalf of the Owner. The Agent shall in particular:

3.15.1 obtain from any intended adult occupier of the Property the appropriate documentation required in order to enter into a tenancy agreement;

3.15.2 carry out "right to rent" checks in accordance with all relevant Home Office Codes of Practice;

3.15.3 report the outcome of the checks to the Owner as soon as possible.

3.16 The Agent shall prepare and collect the holding deposit if a holding deposit is to be collected, which shall be held on behalf of the Owner. The Agent shall sign the holding deposit agreement on behalf of the Owner if the Owner instructs the Agent to do so.

3.17 The Agent shall comply with any legislation in respect of holding deposits in the private rented sector.

3.18 The Agent shall, if requested by the Owner and at the Owner's cost, arrange for any works to be carried out at the Property and/or Common Parts (or any part thereof) for these works from any third party have been obtained from the Property and/or Common Parts in a state of repair and in accordance with the FFHH Act;

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3.18.1 an inventory (to be prepared by an independent inventory clerk (or other person) (in addition to a photographic schedule of condition)]; and

3.18.2 the inventory to be signed by the tenant (and a “check-in” with the tenant whereby the contents of the inventory are agreed) to be signed by the tenant.

3.19 The Agent shall prepare a draft tenancy agreement for signature by the property manager and shall obtain the Owner’s approval of the draft agreement.

3.20 The Agent shall sign the tenancy agreement on behalf of the Owner if the Owner instructs the Agent to do so.

3.21 The Agent shall not allow the tenant to occupy the Property until the tenant has:

3.21.1 signed the tenancy agreement;

3.21.2 paid to the Agent the first month’s rent;

3.21.3 paid to the Agent a Security Deposit equivalent to [five weeks’ rent] and

3.21.4 provided a signed copy of the tenancy agreement for future payments of rent to the Owner.

3.22 [The Agent shall ensure that the tenancy agreement provided to the tenant is the latest version of the Ministry of Housing, Communities and Local Government’s “How to Rent: the checklist for renting in England” (if the Property is in Wales) the Welsh Government’s publication “How to Rent: a Guide for Tenants”.]

3.23 The Agent shall render an account to the Owner within << >> days of completion of the tenancy agreement.

3.24 The Agent shall within << >> days of completion of a tenancy agreement send to the Owner a copy of the tenancy agreement and the rent received from the tenant and the Commission and shall submit an invoice for the Commission.

3.25 Having sent the statement to the Owner the Agent shall retain a copy of the statement for the Commission and the Owner within << >> days.

3.26 If there are insufficient funds in the Commission the Agent shall notify the Owner of the sum required within << >> days.

3.27 If:

3.27.1 a tenancy agreement is terminated pursuant to a break clause; or

3.27.2 a tenant vacates the Property at the end of a period for which the tenancy agreement was made;

the Agent shall refund to the tenant a proportionate part of the Commission (or as the case may be) within << >> days of the tenant vacating the Property.

<sup>1</sup> Security deposits for tenancies in Wales are capped but the Renting Homes (Fees etc.) (Wales) Act 2019 (in force 01 September 2020) gives the Welsh government the power to introduce caps in the future.

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3.28 The Agent shall make the Property available to the Owner at all reasonable times and during the Agency Period for the purposes of conducting business relating to the Property.

3.29 The Agent shall obtain all necessary licences, permits and consents during the Agency Period all necessary or advisable for the performance of its duties and Conditions.

3.30 The Agent shall act with reasonable diligence and in accordance with the Terms and Conditions.

3.31 The Agent will comply with any legislation on the charging of fees in relation to the Property.

3.32 Subject as provided in the Terms and Conditions and to any directions which the Owner may properly give, the Agent shall be entitled to perform its duties in such manner as it may think fit in accordance with the Terms and Conditions in such manner as it may think fit.

4. The Owner's Commitments

4.1 The Owner confirms that the Property (s) of the Property and are entitled to let it out on an assured tenancy. In particular the Owner confirms that:

4.1.1 any consent from the relevant landlord or superior landlord under the terms of the relevant lease;

4.1.2 any consent from the relevant mortgagee; and

4.1.3 any consent from the relevant insurers

has been obtained and signed before any tenancy agreement is entered into.

4.2 The Owner shall provide the Agent with two sets of keys to the Property and confirm that the Agent has copies of the keys as necessary.

4.3 The Owner shall ensure that all furniture in the Property comply with the Furniture and Furnishings Regulations 1988.

4.4 The Owner understands that as a landlord under the Gas Safety (Installation and Use) Regulations 1998, the following particulars:

4.4.1 the Owner shall ensure that the check commences either:

a) provision of a copy of the report from the last annual safety check by a Gas Safe registered engineer (which is not more than 12 months old); or

b) instruction for an engineer to carry out the safety check (at the cost of the Owner).

4.4.2 the Owner shall ensure that the check is carried out before the previous annual safety check expires (but only if the Property is occupied after the expiry date),

a) provision of a copy of the next annual safety check report by a Gas Safe registered engineer; or

b) instruction for an engineer to carry out the safety check (at the cost of the Owner) before the expiry date.

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- 4.5 The Owner understands that the Property is a landlord under the Electrical Equipment (Safety) Regulations 2016 (for electrical equipment purchased before 08 December 2016) and under the Electrical Equipment (Safety) Regulations 2016 (for electrical equipment purchased on or after 08 December 2016). In particular:
- 4.5.1 the Owner shall ensure that any electrical equipment provided by the Owner at the Property complies with the Regulations; and
  - 4.5.2 the Owner shall ensure that any electrical equipment is installed with a certificate from an electrician or other competent person or a competent organisation (such as NICEIC) as to the safety of the electrical installations and appliances at the Property.
- 4.6 The Owner understands that the Property is a landlord under The Electrical Safety Standards in the Private Rented Sector (England) Regulations 2020. In particular:
- 4.6.1 the Owner shall ensure that the Agent to arrange for a qualified electrician to inspect and test every fixed electrical installation at the Property at intervals of no more than 5 years;
  - 4.6.2 the Owner shall ensure that the Agent provides the report from a qualified and competent electrician to the prospective tenant;
  - 4.6.3 the Owner shall ensure that the Agent shall supply, or instruct the Agent to supply, a copy of the report to each tenant within 28 days, and if requested by the tenant, within 7 days of request;
  - 4.6.4 the Owner shall ensure that the Agent provides a copy of the report and give it to the prospective tenant;
  - 4.6.5 the Owner shall ensure that the Agent to supply a copy of the most recent report to the prospective tenant before occupation; and 2) a copy of a request from the prospective tenant;
  - 4.6.6 if the report identifies any remedial work, the Owner shall carry out (at the cost of the Owner), the remedial work which must be carried out by a competent person within 28 days of the report or as soon as practicable;
  - 4.6.7 the Owner shall ensure that the Agent provides written confirmation of completion of such further remedial work along with the report to the local housing authority within 28 days of the completion of the remedial work.
- 4.7 The Owner understands that the Property shall be unable to market the Property unless a valid Energy Performance Certificate (EPC) is available. The Owner shall either provide a valid EPC or instruct the Agent to arrange for an EPC to be provided at the cost of the Owner).
- 4.8 If the Property has a valid Energy Performance Certificate (EPC) rating of F or G the Owner shall ensure that a valid Energy Performance Certificate is registered on the National Private Rented Sector Exemptions Register.
- 4.9 The Owner is aware of the obligations placed on residential landlords by section 1(1) of the Landlord and Tenant Act 1985. The Owner shall ensure that the Property complies with those obligations.
- 4.10 The Owner is aware of the obligations placed on residential landlords by the Health and Safety Rating System.

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introduced under the  
steps to minimise harm  
with any notice or order

The Owner shall take reasonable  
steps and shall comply in a timely manner  
with any notice or order of the relevant authority.

4.11 The Owner is aware of the obligations placed on residential landlords by the FFHH Act. The Owner shall comply in a timely manner with any notice, complaint or proceedings issued by the tenant or the courts under the Act.

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4.12 The Owner understands the obligations of a landlord under The Smoke and Carbon Monoxide Alarm Act 2015. In particular:

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4.12.1 the Owner shall ensure that the following applies either:

4.12.1 the Owner shall ensure that the following applies either:

a) a fire alarm system is installed that all necessary smoke and carbon monoxide detectors have been installed at the property; or

a) a fire alarm system is installed that all necessary smoke and carbon monoxide detectors have been installed at the property; or

b) the Owner provides written instructions for the necessary alarms to be installed (if the Owner is not the installer).

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4.12.2 the Owner shall ensure that the following applies either:

4.12.2 the Owner shall ensure that the following applies either:

a) a check is carried out to ensure that the alarm is in proper working order on the day a new alarm is installed;

a) a check is carried out to ensure that the alarm is in proper working order on the day a new alarm is installed;

b) the Owner provides written instructions for the necessary checks to be carried out (at the cost of the Owner).

b) the Owner provides written instructions for the necessary checks to be carried out (at the cost of the Owner).

4.12.3 the Owner shall ensure that the following applies either:  
a) a remedial action specified in a remedial order issued under The Smoke and Carbon Monoxide Alarm Act 2015;

4.12.3 the Owner shall ensure that the following applies either:  
a) a remedial action specified in a remedial order issued under The Smoke and Carbon Monoxide Alarm Act 2015;

4.13 The Owner shall provide the relevant information in accordance with the relevant provisions of the Housing Act 2004. The Owner shall provide to the tenant within 30 days of the Security of Tenure Act 2004 the "prescribed information" required by the Agent in accordance with these Terms and Conditions.

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4.14 The Owner shall pay any interest that is overdue by <<insert grace period e.g. 7>> days of the base lending rate of payment.

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4.15 The Owner shall pay any interest that is overdue by <<insert grace period e.g. 7>> days of the base lending rate of payment.

4.16 The Owner understands the obligations of a landlord under the [Tenant Fees Act 2019] OR [Renting Homes Act 2019] as Landlord and will comply with these obligations under these Terms and Conditions.

4.16 The Owner understands the obligations of a landlord under the [Tenant Fees Act 2019] OR [Renting Homes Act 2019] as Landlord and will comply with these obligations under these Terms and Conditions.

4.17 Subject to compliance with the obligations under these Terms and Conditions, the Owner shall be liable for any claim against any liability (including but not limited to a claim for damages) which the Agent may reasonably incur in defending or settling the claim if it may incur by reason only of it being held out as the Agent.

4.17 Subject to compliance with the obligations under these Terms and Conditions, the Owner shall be liable for any claim against any liability (including but not limited to a claim for damages) which the Agent may reasonably incur in defending or settling the claim if it may incur by reason only of it being held out as the Agent.

5. Duration and Termination

5.1 The contract between the parties shall come into force on the date specified in the schedule and shall continue until terminated, subject to the following provisions:

5.1 The contract between the parties shall come into force on the date specified in the schedule and shall continue until terminated, subject to the following provisions:

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5.2 Either party may terminate this agreement by giving to the other not less than <<insert notice period>> written notice, to expire at or any time after the end of the Agency Period of the Agency Period.

5.3 Upon the termination of this agreement between the Agent and the Owner:

5.3.1 the Agent shall not market, advertise or solicit tenants for the Property;

5.3.2 the Commission shall not be payable (if a tenancy is granted to a tenant introduced by the Agent (but shall not be payable otherwise);

5.3.3 clause 6 (Renewal or Continuation of Tenancy) shall continue to apply if a tenancy is granted to a tenant introduced by the Agent (but shall not apply otherwise);

5.3.4 the Agent shall not claim or demand from the Owner for compensation for loss of agency or any similar loss (except unpaid Commission).

5.4 The rights to terminate this agreement by this clause 5 shall not prejudice any other right or remedy (including damages) or any other breach of this agreement in respect of the breach concerned (if any).

5.5 If at any time control of the Property (within the meaning of section 940 of the Income and Corporation Taxes Act 1988) of the Property is exercised by any person or group of connected persons (as defined in section 940(1) of the Income and Corporation Taxes Act 1988) not having control of the Agent at the start of the Agency Period, the person or group of connected persons shall forthwith give written notice to the Owner identifying the person or group of connected persons and the name of the person or group of connected persons. If no such notice is given to the Owner within <<insert notice period>> months written notice from the Agent was given, to terminate the contract.

6. **Renewal or Continuation of Tenancy**

6.1 The Agent shall continue to market the Property to prospective tenants before the end of the term of the tenancy agreement. If the parties wish to extend the term of the tenancy agreement by entering into a new tenancy agreement, by holding negotiations, the Agent shall facilitate any negotiations.

6.2 If the tenant remains in occupation of the Property at the expiry of the original tenancy agreement the Renewal Commission shall become payable.

6.3 The Renewal Commission shall be payable at the expiry of the original tenancy agreement and shall be payable on or after that date; and

6.3.2 where the original joint tenants (or the original joint tenants) remains in occupation of the Property at the expiry of the original tenancy agreement.

7. **Complaints and Redress**

7.1 In accordance with the provisions of the Property Redress Scheme, if the Order the Agent is a member of a redress scheme for the Property.

7.2 The name of the redress scheme is [The Property Ombudsman] [Ombudsman Service] [Property Redress Scheme].

7.3 A copy of the Agent's Complaints Procedure may be obtained on request.

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8. **Client Money**

- 8.1 In accordance with the Client Money Protection Schemes for Property Agents (Requirement to Be a Member of a Government Approved Client Money Protection Scheme) Regulations 2019 the Agent is a member of a government approved client money protection scheme.
- 8.2 The name and address of the client money protection scheme is [ <<insert name and address of the client money protection scheme">>].
- 8.3 A copy of the Agent's membership of the client money protection scheme may be obtained from the Agent.

9. **Nature of Agreement**

- 9.1 The contract between the Agent and the Client is personal to the parties and neither party may assign, sub-contract, charge (otherwise than by floating charge) or sub-licence the contract, or sub-contract or otherwise delegate any of its obligations under the contract, except with the written consent of the other party.
- 9.2 These Terms and Conditions and the Appointment Form contain the entire agreement between the Agent and the Client in respect to the Property and may not be modified or amended orally or in writing signed by the duly authorised representatives of either party.
- 9.3 Each party acknowledges that in entering into the contract, it does not rely on any representation, statement or warranty made by the other party, except as expressly provided in these Terms and Conditions and the Appointment Form, and all conditions, warranties or other provisions implied by statute or common law are excluded to the fullest extent permitted by law.
- 9.4 No failure or delay in performance of the contract shall be deemed to constitute a waiver of any subsequent breach of the contract, or a waiver of any subsequent provisions of the contract.
- 9.5 If any provision of these Terms and Conditions is held by any court or other competent authority to be unenforceable in whole or in part, these Terms and Conditions shall nevertheless remain valid as to the other provisions and the remainder of the contract shall survive.

10. **Notices and Service**

- 10.1 Any notice or other communication required or authorised by these Terms and Conditions to be given to the Client or the Agent shall be given by:
  - 10.1.1 delivering it to the addressee;
  - 10.1.2 sending it by registered post or by first class post; or
  - 10.1.3 sending it by any other means of communication which provides for a receipt, a similar transmission or comparable service to that provided by registered post.
- 10.2 Any notice or information required or authorised by clause 10.1.2 which is not delivered to the addressee shall be deemed to have been given or communicated to the addressee if the envelope containing it was so addressed and posted, and that it has not been so returned to the sender, and that there is sufficient evidence that the notice or information has been delivered to the addressee.

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10.3 Any notice or information in any form or by any comparable means shall be deemed to have been duly given on the date of receipt if that a confirming copy of it is sent to the other party at the address given in clause 10.4 within 24 hours.

ex, cable, facsimile transmission or shall be deemed to have been duly given on the date of receipt if that a confirming copy of it is sent to the other party at the address given in clause 10.4 within 24 hours.

10.4 Service of any documents in connection with any legal proceedings concerning or arising out of or in relation to this agreement or causing it to be defined or to such other address as may be notified to it by the other party in writing from time to time.

processes of any legal proceedings shall be effected by either party by either party at its registered or principal office, or to such other address as may be notified to it by the other party in writing from time to time.

11. **VAT**

These Terms and Conditions shall be deemed to include the effect of VAT and exclusive of VAT. If the rate of VAT changes between the parties from the date the new rate is notified to the Owner of the client.

These Terms and Conditions shall detail the Agent's fees inclusive of VAT. If the rate of VAT changes by the government, it is the responsibility of the Agent to pay the new rate of VAT regardless of whether the Agent has notified the Owner of the client.

12. **Relationship of the Parties**

Nothing in these Terms and Conditions shall create, or be deemed to create, a partnership or the relationship of a partner between the Owner and the Agent.

Nothing in these Terms and Conditions shall create, or be deemed to create, a partnership or the relationship of a partner between the Owner and the Agent.

13. **Jurisdiction**

These Terms and Conditions shall be governed by and construed in all respects in accordance with the laws of the United Kingdom and each party hereby submits to the non-exclusive jurisdiction of the English courts.

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