



ESTATE AGENTS

www.richardgreener.co.uk



& PROPERTY MANAGEMENT

22 Bridge Street  
Northampton NN1 1NW

Sales Tel: 01604 230222  
email: sales@richardgreener.co.uk

Rentals Tel: 01604 250066  
email: rentals@richardgreener.co.uk

Fax: 01604 232627

**LANDLORDS**

**TERMS AND CONDITIONS OF RENTING**

**AND**

**AGENCY AGREEMENT**

as required by Section 18 of the Estate Agents Act 1979 and  
the Estate Agents (Provision of Information) Regulations 1991  
(Revised May 2016)

Rental Property Address:	.....
	.....
	.....
Postcode :	.....

<b>SERVICES WE PROVIDE</b>	<b>Full Management</b>	<b>Rent Collection</b>	<b>Introducer</b>
Advertising of property with internal & external photographs on our website, rightmove, zoopla and primelocation	YES	YES	YES
Accompanying prospective tenants to view property	YES	YES	YES
Arranging tenant assessment including Right to Rent check, credit search, previous landlord reference(s), employer/accountant reference as applicable via third party referencing company	YES	YES	YES
Up to 12 months free Rent Guarantee with nil excess covering rent arrears, associated legal/court costs, where applicable and subject to eligibility. (See Point 29 for further details)	YES	YES	NO Available on request
Preparation of tenancy agreement and prescribed information for tenant deposit protection	YES	YES	YES
Prior to tenants moving into property, collection of one month's rent in advance and collect, retain and register deposit equivalent to one and a half month's rent (two months if a pet is permitted)	YES	YES	YES
Collect the monthly rental payment, pay directly into your bank account via BACS, providing you with a statement confirming the payment and detailing income & expenditure	YES	YES	NO
Preparation of an inventory stating the general condition of the property, listing condition of contents, utility meter readings & keys supplied both at commencement & termination of the tenancy	YES	NO Quote available on request	NO Quote available on request
Advise utility companies & council tax authority of tenants details when tenancy commences & terminates	YES	NO	NO
Regular property inspections carried out with initial inspection after two months & approximately every four months thereafter	YES	NO	NO
Co-ordinating between tenant, landlord and contractor as applicable on any maintenance or repair issues	YES	NO	NO

### VALUATION & FEES

Valuation  
per calendar month

Availability Date

To Let Board  
Permitted

Yes

No

Special  
Instructions

Property Specification

Fully  
Furnished

Furnished

Part  
Furnished

Unfurnished

Garden maintenance  
included

Yes

No

Utility bills included

Electric

Gas

Water

Council  
Tax

None

Pets Permitted

Yes

No

May be  
Considered

White goods  
Included

Cooker or  
Oven/Hob

Dishwasher

Washing  
M/c

Fridge

Freezer

Any other white goods:

(\* below – variable dependent on size of property, furnished/unfurnished and size of portfolio

	Full Management Service	Rent Collection Service	Introducer Service
<b>Arrangement Fee</b> (Deducted from first months rental)	*	*	*
<b>Monthly Management Fee</b>	*	*	N/A
<b>12 months Rent Guarantee included</b> (where eligible)	Yes	Yes	No
<b>Energy Performance Certificate</b>	£120 inc VAT	£120 inc VAT	£120 inc VAT
<b>Tenancy Deposit Scheme Fee</b>	£24 inc VAT	£24 inc VAT	£24 inc VAT
<b>Renewal Arrangement Fees</b>	£240 inc VAT re-let fee £90 inc VAT fixed term renewal same tenant <b>No fee</b> for periodic tenancy same tenant	Re-let fee as above £90 inc VAT fixed term renewal same tenant <b>No fee</b> for periodic tenancy same tenant	Re-let fee as above £90 inc VAT fixed term renewal same tenant <b>No fee</b> for periodic tenancy same tenant
<b>Tick Service Required</b>			

## **TERMS & CONDITIONS**

### **GENERAL ADVICE, CONTRACTUAL AND LEGAL OBLIGATIONS**

#### **1. Energy Performance Certificate**

From 1 October 2008 it is a legal requirement for a landlord to provide an Energy Performance Certificate (EPC) when renting out a property. However, properties listed by English Heritage are exempt and listed on [www.english-heritage.org.uk/caring/listing/listed-buildings](http://www.english-heritage.org.uk/caring/listing/listed-buildings). An EPC is a review of the energy efficiency and environmental impact of the rental property and it covers the running costs for heating, hot water, lighting and it will also suggest energy saving recommendations. The EPC will remain valid for 10 years and must be available when marketing commences and a copy issued to any tenant moving into a property on or after 1 October 2008.

#### **2. Mortgage**

If a property to be let is subject to a mortgage, it is a requirement that written permission is obtained from the mortgagor to rent the property and this should be obtained prior to marketing for rent. If the property is jointly owned, the joint owner's permission must be received and their name(s) appear on the tenancy agreement.

#### **3. Insurance - Buildings and Contents**

Your property and contents should be comprehensively insured. We recommend limited contents insurance even if your property is unfurnished as this will cover resultant damage caused by burst pipes, etc and it is further recommended that you check a policy covers the cost of re-housing the tenants if your property becomes uninhabitable for any reason. You should inform your insurance company of your intention to let the property as failure to do so may mean the refusal of any claim. If you require assistance with sourcing specialist lettings insurance, please ask us for further details.

#### **4. Income Tax**

Income from UK property is subject to UK income tax even if the landlord is either resident abroad or is a company registered overseas. When the landlord is abroad, HM Revenue & Customs (HMRC) holds the agent liable for tax on the landlords letting income (or a tenant is liable if the rent is paid directly to the landlord). Where the landlord is non-resident in the UK, we will retain monies from the rental income to meet our liability to HMRC. If you wish to apply to receive your UK rental income gross, you will need to submit an online NRL1 application (joint owners must submit individually) via the HMRC website [www.hmrc.gov.uk](http://www.hmrc.gov.uk). Greener Rentals HMRC reference number is NA022530. We cannot undertake to make any tax claims, returns or negotiate with HMRC on your behalf.

#### **5. Gas and LPG Appliances**

It is a requirement by law that any gas or LPG appliance is serviced and safety checked annually by a suitably qualified engineer who is registered with the Gas Safety Register. Greener Rentals will arrange the check on the landlord's behalf unless a current safety certificate is supplied to Greener Rentals prior to the tenancy commencing.

## **6. Smoke Alarms & Carbon Monoxide Alarms**

To meet safety requirements and legislation, the Smoke and Carbon Monoxide Alarm Regulations (2015), at least one working smoke alarm must be fitted on each floor of the property and a carbon monoxide detector in any room where a solid fuel is burnt such as wood, coal or biomass and includes open fires and woodburners. We also recommend installation of a carbon monoxide detector in high risk areas such as a room containing a gas fire or where a boiler is housed on a landing or in a bedroom cupboard. Greener Rentals can arrange this on your behalf by request.

## **7. Oil Fired Boilers**

Whilst there is no legal requirement for a landlord to obtain a safety certificate for oil fired equipment within a let property BS5410 requires oil fired appliances and equipment to be serviced periodically in accordance with manufacturer's instructions. Oil storage tanks and oil supply pipework should be checked for general condition and any leaks repaired. To promote safety and also to comply with property insurers recommendations, it is recommended that a Registered Technician services and inspects oil fired installations at least annually. Greener Rentals will arrange this check annually for properties under management.

## **8. Legionnaire's Disease Risk Assessment**

Landlords are now required to undertake a risk assessment on their residential property to identify the risk of legionella. Legionella is a bacteria which lives in water systems like water tanks, air conditioning units and humidifiers. Legislation states that a landlord needs to have a 'competent person' undertake a risk assessment and identify if there are areas in which water could lie for long periods of time as this is the main risk factor for growth of bacteria. The Health and Safety Executive have published guidance for landlords available online at [www.hse.gov.uk/legionnaires](http://www.hse.gov.uk/legionnaires). Greener Rentals will arrange for a specialist contractor to risk assess on your behalf by request.

## **9. Electrical Equipment (Safety) Regulations 1994 (Amended 1997)**

It is a requirement by law that all portable electrical appliances in rented accommodation are checked and certified safe annually. In addition, to meet our tenancy terms and conditions, the electrical installation must be inspected and certified safe by an NIC EIC registered electrician annually; even with new properties, the earth bonding is not always complete and should an accident occur, the landlord of the property could be held liable. Greener Rentals will arrange the electrical check on your behalf unless a current safety certificate is supplied to us prior to the tenancy commencing.

## **10. Furniture & Furnishings (Fire) (Safety) Regulations 1988 (Amended 1993)**

It is a legal requirement that items which contain foam meet the fire safety regulations. Furniture intended for private use in a dwelling including children's furniture, beds, bed headboards, mattresses, sofa beds, futons & other convertibles, pillows, window seat cushions, nursery furniture, garden furniture which is suitable for use in a dwelling, furniture for use in caravans, scatter cushions and seat pads, loose and stretch covers for furniture.

The regulations do not apply to sleeping bags, bed clothes including duvets, loose covers for mattresses, pillow cases, curtains, carpets, furniture made before 1950 and re-upholstery of furniture made before that date.

If any furniture supplied to the property does not comply with the regulations and carry the appropriate safety labels, it should be removed and replaced. Breach of regulations carries heavy penalties such as six months imprisonment and/or a fine of up to £5,000. (A copy of the regulations can be obtained from Trading Standards or from Her Majesty's Stationery Office.)

#### 11. Leasehold

If your property is leasehold, it is a requirement that any intended letting is permitted by the terms of your lease, that any tenancy is for a period expiring prior to the termination of your lease and that the written permission of your superior landlord/management company, if necessary, is obtained prior to marketing for rent.

#### 12. Regular Outgoings

You are responsible for direct payment of service charges, ground rents, maintenance contracts, etc.

#### 13. Instruction Manuals

Instruction manuals should be supplied for any appliances, boiler, heating timer, alarm, etc. We recommend that the Landlord retains the originals and copies are left in plastic wallets in a file in the property.

#### 14. Contents

If the property is to be offered **unfurnished**, we recommend that curtains/blinds, lampshades/fittings and bathroom fixtures are provided and a cooker is essential. It is beneficial to be flexible with regard to additional kitchen white goods. The majority of properties in the Northampton area are offered unfurnished.

If the property is to be offered **furnished**, it should be presented with all basic requirements but clear of personal ornaments and excluding all audio/TV equipment, linen and bedding. Items of sentimental value should be removed. Landlords personal belongings stored at the property not relating to the tenancy agreement are left at the owner's risk.

#### 15. Presentation

To maximise the letting potential of your property and to minimise void periods, we recommend professional cleaners are contracted to thoroughly clean the property before it is rented.

#### 16. Decoration

Decoration, internally and externally, should be in good condition and preferably neutral.

## **17. Appliances**

Appliances such as cooker, fridge freezer, washing machine, dishwasher etc should be in working order and useable condition. Repairs and maintenance are at the Landlords expense unless misuse or neglect can be proved.

## **18. Light Fittings**

Light fittings must be securely attached and in working order with light bulbs included. We recommend that you provide lampshades or light fittings to all rooms including an enclosed light fitting in the bathroom(s).

## **19. Utilities**

Council tax, water, gas and electricity charges will be paid by the tenants unless you have agreed to include bills within the rent. If we are managing your property, we will arrange for the transfer of the utilities with reading meters (as applicable).

Telephone, cable and satellite companies will require instructions directly from the Landlord and the Tenant.

## **20. No Smoking Policy**

We operate a no smoking policy in all our properties. Smokers will only be permitted at the landlord's discretion if they agree not to smoke within the property itself.

## **21. Pets**

When advertising a property for rent, we are specific as to whether a pet would be permitted. Most landlords do not permit pets so, if you are prepared to be flexible, your potential market for prospective tenants is increased. Landlord's consent to the pet(s) being permitted would be granted subject to the following standard conditions:

- (a) The permission may be withdrawn at any future time at the discretion of the landlord.
- (b) Upon vacating the premises at the termination of the lease, the inventory check out shall take place. Carpets and soft furnishings, as applicable, must be professionally cleaned and deodorised at tenancy termination with a receipt for professional cleaning supplied to the Agent when keys are returned or the cleaning will be carried out by the Landlord's or Agent's nominated professional contractor to render the property ready for the next tenants. Costs incurred will be chargeable to the outgoing Tenant.
- (c) Should any carpets, furniture, contents, fixtures or fittings belonging to the Landlord become damaged or stained, then the landlord would require making good or replacement.
- (d) This permission applies only to the original pet(s) described. Permission would generally be declined for other pets to take up residence either now or in the future.

## **22. Garden Maintenance**

Gardens should be left tidy with grass cut and rubbish free. Tenants will be responsible for maintaining the garden to a reasonable standard. If the garden is particularly large or you value your garden, we would recommend that you arrange for a regular gardener and include garden maintenance within the rent. Under the terms of the tenancy agreement, the landlord is responsible for pruning, lopping, hedge trimming and restraining plants climbing up the property walls, around windows, etc. This will probably be required once or twice per year and we can arrange this on your behalf.

## **23. TV/Satellite/Telephone**

A telephone line and a television aerial, which provides a satisfactory signal, must be provided at the property. Any associated installation costs will be chargeable to the landlord. It is not essential to provide a satellite dish, however if a satellite dish is already erected at the property the tenant has the option to utilise it if they so wish by providing their own decoder.

## **24. Forwarding of Post**

We recommend that you make use of the Post Office redirection service; please allow at least seven days prior to vacation for this to be set up. It is not the tenant's responsibility to forward mail. Greener Rentals will not forward mail on your behalf.

## **25. Money Laundering Regulations 2003**

Proof of your identity, proof of residency and proof of legal ownership of the afore-mentioned rental property are required. Please provide a driving licence or current passport for identity purposes, a utility bill (no more than three months old) which shows your current name and address and documentary evidence of ownership and if applicable Mortgage permission to rent the aforementioned property.

## **26. Right to Rent Immigration Checks**

Under Section 22 of the Immigration Act 2014, from 1 February 2016 a landlord must not authorise an adult to occupy property as their only or main home under a residential tenancy agreement unless the adult is a British Citizen, or European Economic Area (EEA) or Swiss national or has a Right to Rent in the UK.

Greener Rentals & Property Management Ltd will arrange for Right to Rent checks to be carried out prior to a new tenancy commencing on or after 1 February 2016. This will determine whether occupiers over the age of 18 have the right to live in the UK legally. Where necessary, a report will be made to the Home Office and we will also report back to the Landlord. If the tenants permission to stay is time limited, Greener Rentals will make follow up checks on the tenant.



## **TERMS OF BUSINESS**

### **27. Tenancy Agreement Charges**

A standard form of tenancy agreement is used and a sample copy is available on request. The charge of this initial tenancy agreement is included in our arrangement fee. We would point out that we are not solicitors and cannot offer you formal legal advice. We recommend that you consult your solicitor should you require further information on your legal position as a landlord. Greener Rentals & Property Management reserve the right to vary our fees on each occasion when a new tenant is introduced.

### **28. Tenancy Renewal Charges**

**The administration fee for tenancy renewal for a further fixed term with the existing tenant is £90 inc VAT. This renewal charge is not compulsory as if both landlord and tenant agree to a rolling contract (termed a statutory periodic tenancy) there is no fee charged.**

**For second and subsequent new tenants, our full management arrangement fee will be reduced to £240 inc VAT to include free Rent Guarantee cover on the tenant(s) for up to twelve months. Rent Collection and Introducer Service arrangement fees for second and subsequent new tenants will not be reduced.** Tenants and landlords are both required contractually to give two months notice although the statutory notice for tenants is one month (this maximizes marketing time and therefore helps to minimize void periods).

### **29. Rent Guarantee Scheme**

The free rent Guarantee scheme on our Fully Managed and Rent Collection services covers rent arrears during the initial fixed term tenancy (up to a maximum of 12 months). Payments covering the rent arrears will be made under the scheme until the property has been vacated and includes the Landlord's legal costs incurred in evicting the tenant as a result of non-payment of rent (if applicable). Rent Guarantee is available on the Introducer Service but has to be arranged directly between the Landlord and the referencing company under FSA compliance regulations. If the rent for the fixed term is paid fully in advance, free rent Guarantee will not be applicable.

### **30. Withdrawal From This Agreement**

**In the event that this agreement is cancelled by the Landlord prior to the arranging of a tenancy, an administration charge of £150 inc VAT will be made. This charge also applies where a Landlord instructs Greener Rentals to market a property and subsequently lets the property privately or through another Letting Agent.**

**If the agreement is cancelled during the period of tenancy, with a tenant in occupation, then full management fees will be payable until the end of occupation/lease with that tenant, whichever is the longer.**

You have the right to cancel this contract within 14 calendar days of signing. Where you wish this contract to begin before the end of the 14 day cancellation period, you agree by signing this contract, that you agree to the above conditions and associated costs.

### **31. Sole Letting Rights**

Greener Rentals & Property Management are hereby granted Sole letting rights for a minimum term of 8 weeks and thereafter subject to cancellation in writing giving 14 days notice.

### **32. Void Periods/Empty properties**

Our management services do not commence until a tenant has taken occupancy. All utility bills including council tax will be landlord's liability before the tenancy commences, between tenancies and when the last tenancy terminates under our management agreement. Our staff are not qualified or insured to set heating or a hot water timer during void periods and we cannot be held responsible for any associated utility bills. If you wish us to appoint a heating engineer to either set the heating on the recommended constant setting of 13 degrees for a vacant property or drain down the system, this will require written instruction and be chargeable in advance. If the heating should break down and cause any damage during a void period again we will not accept any liability. You are responsible for checking your insurance cover is applicable during any void period and take any action required to maintain adequate cover. When our management of the property ceases, you will from the date of termination be responsible for ensuring that the utility companies are notified of your correspondence address and other contact details.

### **33. Inventory**

The cost of preparing an inventory is included within our Full Management Service. If you require preparation of an inventory on our Introducer Service or Rent Collection Service, we will be happy to provide a quote. Housing Act 2004 Tenancy Deposit Protection legislation (see Point 40) became effective on 6 April 2007 and Greener Rentals recommend that an accurate inventory report and schedule of condition of the property is issued and approved by the tenants at the commencement of the tenancy to avoid dilapidation disputes at the end of the tenancy.

### **34. Rent**

Unless specifically agreed, the rent will include all payments for which the landlord is responsible such as service/maintenance charges, ground rent etc.

### **35. VAT**

Except where otherwise stated, our fees and any other charges will be subject to VAT at the appropriate rate or any other tax which may take its place.

### **36. Terms Of Management**

Our appointment is on an annual basis and is subject to two months' notice. If our agreement is cancelled during the period of tenancy, with a tenant in occupation, then full management fees will be payable until the end of occupation/lease with that tenant, whichever is the longer.

During the term of management, funds must be available to meet any expenditure. **Should the rent for a six month tenancy term be paid in full before the tenancy commences, we will hold on your account the sum equivalent to one month's rent to meet any expenditure incurred.**

### **37. Contractor Referral Administration Charges**

Greener Rentals & Property Management Ltd reserve the right to charge administration costs to selected contractors. We are responsible for sourcing contractors, issuing works orders, liaising to obtain competitive quotes, co-ordinating access for works, handling quality control, inputting invoices, paying contractors and credit control on behalf of the contractors. As a consequence, we make an administration charge to some but not all contractors in the sum of 10% of the cost of the works up to £500 and 5% over this amount. This charge is included on the contractor's quotation and invoice amount which appears on a landlord's statement. Any landlord wanting further information regarding this may apply in writing requesting details.

### **38. Changes Of Tenancy**

During our management, if there is a change of tenancy, we will arrange any cleaning and minor repairs required for the new tenancy from the outgoing tenant's security deposit (covering discrepancies beyond fair wear and tear which are identified when compared to the original inventory check in report).

### **39. Rent Remittances**

Once rent is paid by a tenant on the due date, it can take up to five working days to be processed, after which the balance (less any deductions) will be paid directly into your bank account via BACS which can take up to a further three working days and you will receive an income/expenditure statement confirming this.

### **40. Instruction Of Solicitors**

Provided Rent Guarantee cover is still valid, the policy will cover the landlord's legal costs incurred in obtaining vacant possession as a result of non-payment of rent.

Should any other breaches of tenancy be brought to our attention, you will be informed. Thereafter, should legal action be necessary, you will be responsible for instructing your own solicitor and for any fees or charges pertaining thereto.

### **41. ARLA Members**

Greener Rentals & Property Management are members of 'The Association of Residential Letting Agents' (ARLA). Membership covers compliance with handling and accounting for Clients money, Money Protection Bonding Scheme and Professional Indemnity Insurance. Further details on ARLA can be obtained from their website [www.arla.co.uk](http://www.arla.co.uk).

#### **42. The Property Ombudsman Scheme**

Greener Rentals & Property Management are members of The Property Ombudsman Scheme. Copies of the Code of Practice and the TPO Consumer Guide are available on request or can be downloaded from the Property Ombudsman Scheme website [www.tpos.co.uk](http://www.tpos.co.uk)

#### **43. Consent to use personal information**

When you agree to use our services, you agree that we may use information you give us, including information about yourself, for the purposes of performing our obligations to you.

#### **44. Our duty to provide correct and complete information**

When you agree to use our services, you guarantee that all the information you provide to us is complete and correct to the best of your knowledge and belief. You agree to inform us immediately if it comes to your attention that any information was incorrect.

If we suffer any loss or incur any cost because information you have given us is or was incomplete and/or incorrect, you agree to pay us the amount necessary to put us in the position we would have been in if the information had been complete and correct. This clause does not relieve us of our own obligation to use reasonable skill and care in providing our services to you, or to take reasonable steps to keep our losses and costs to a minimum once we realise that there is a problem.

## 45. Security Deposit

### Definitions

**Calendar Day** or **day** means any day of the year, including Saturdays, Sundays and bank holidays.

**“Relevant Person”** means person who paid the deposit or any part of it on behalf of a tenant.

**“Stakeholder”** means a person or body who holds the deposit at any time from the moment it has been paid by the tenant until its allocation has been agreed by the parties to the tenancy agreement, determined by the ADR process, or ordered by the court.

**“Scheme”** means an authorised tenancy deposit protection scheme (set up in accordance with the Housing Act 2004 and operated under a service concession agreement with the government) administered by The Dispute Service Limited.

**“Statutory Time Limit”** means the time limit set out in the Housing Act 2004 (as amended) in which the initial requirements of the Scheme must be met, and prescribed information must be provided to the Tenant and any Relevant Person.

**“Working Day”** means a day that is not a Saturday or Sunday, nor any day that is a bank holiday under the Banking and Financial Dealings Act 1971 or any customary or public holiday in England and Wales.

### Assured Shorthold Tenancy Deposits

When a tenant pays a deposit in connection with an assured shorthold tenancy (“AST”) the deposit must, from the moment it is received, be dealt with in accordance with a government-authorised tenancy deposit protection scheme. The landlord must give the tenant and any Relevant Person ‘prescribed information’ about the deposit and comply with the initial requirements of an authorised scheme within the Statutory Time Limit.

Greener Rentals are a member of the Tenancy Deposit Scheme, which is a government-authorised tenancy deposit protection scheme, administered by: The Dispute Service Limited, PO Box 1255, Hemel Hempstead, Herts, HP1 9GN. Phone: 0845 226 7837, Fax: 01442 253193, Web: [www.tds.gb.com](http://www.tds.gb.com), Email: [deposits@tds.gb.com](mailto:deposits@tds.gb.com). If we receive an AST deposit on your behalf, we will serve the prescribed information and comply with the initial requirements of the Tenancy Deposit Scheme on your behalf. You agree that we may supply such information as is reasonably required to the Scheme. You agree that the Scheme, or the government department responsible for the Scheme, may contact you from time to time to ask you to participate in surveys. If at any time you do not wish the Scheme to contact you for that purpose, you should write to the Scheme as explained in the Scheme Leaflet (see [www.tds.gb.com](http://www.tds.gb.com)).

A valid notice seeking possession under Section 21 of the Housing Act 1988 cannot be served on a tenant whose deposit is not protected. **A tenant or any Relevant Person may apply through the courts for compensation of at least the amount of the deposit, and up to three times the deposit**, if the landlord (or someone acting on the landlord’s behalf):

- a) fails to give prescribed information within the Statutory Time Limit; or
- b) fails to comply with the initial requirements of an authorised scheme within the Statutory time limit; or
- c) notifies the tenant or Relevant Person that the deposit has been protected in a scheme, but the tenant or Relevant Person cannot obtain the scheme’s confirmation that the deposit is protected.

We will hold a deposit relating to your property under the terms of the Tenancy Deposit Scheme. We must comply with the rules of the Scheme, and this means that we will not be able to act on your instructions with regard to the deposit if those instructions conflict with the Scheme rules. The Scheme rules are available to view and download from [www.tds.gb.com](http://www.tds.gb.com). A very important point for you to bear in mind is that we must hold the deposit as “stakeholder”. This means that we can only pay money from the deposit if:

- a) both landlord and tenant (and any Relevant Person) agree; or
- b) the court orders us to do so; or
- c) the Tenancy Deposit Scheme directs us to do so.

#### During the tenancy

We will hold the deposit as stakeholder in our client account (separate from the money we use to run our business). No Interest earned on the deposit will be paid to the Landlord or the Tenant. If the Tenancy Deposit Scheme directs us to send the deposit to them, we must do that within 10 days of receiving their direction. The Scheme will not normally direct us to send them the deposit unless there is a dispute about how it is to be paid at the end of the tenancy.

#### Where there is NO dispute about the deposit at the end of the tenancy

If your property is under our full management service, at the end of an AST we will liaise with you to ascertain what (if any) deductions we propose to make from the deposit, or have already agreed with the tenant. We will help you to try and resolve any areas of dispute within a reasonable time obtaining quotations, estimates or arranging contractors on your behalf in accordance your instructions. Once you and the tenant have agreed how the deposit should be allocated, we will ask you both to confirm your agreement in writing. We will then pay the deposit according to what you have agreed, within 10 days of receiving confirmation of agreement from you and the tenant(s). We cannot pay until we have the tenant’s agreement. If you have joint tenants, all of them must agree.

#### Where there IS a dispute about the deposit at the end of the tenancy

You must use reasonable efforts to reach a sensible resolution to the dispute as soon as practicable after the tenancy ends. A tenant can ask us to repay the deposit at any time after the tenancy has ended. You must agree to us releasing promptly any part of the deposit that does not need to be held back to cover breaches of the tenancy agreement. We will take your instructions at the time regarding the amount to be withheld. If the tenant asks us to repay some or all of the deposit, and we do not do so within 10 days from and including the date of the tenant’s request, the tenant can notify the Tenancy Deposit Scheme. The Scheme will then direct us to pay the disputed amount to the Scheme. We have 10 days, from and including the date we receive the Scheme’s direction, to send in the money. As we protect a deposit with the Scheme on your behalf, **you hereby authorise us to pay to the Scheme as much of the deposit as the Scheme requires us to send.** We will contact you to keep you informed, but we will not need to seek your further authority to send the money to the Scheme.

The Tenancy Deposit Scheme will review the tenant's claim and decide whether it is suitable for independent alternative dispute resolution. Usually, this will take the form of adjudication, but it may involve assisted negotiation or mediation. "Alternative" in this context means an alternative to court proceedings. It is intended to be a faster and more cost-effective way of resolving disputes. The Scheme does not make a charge to landlords or tenants for using the alternative dispute resolution service if it relates to an AST. If the tenant's claim is referred for alternative dispute resolution, we and you will be invited to accept or contest the claim. You must notify the Scheme whether you agree to submit the dispute for alternative dispute resolution within 10 Working Days from (but not including) the date of the Scheme's communication to you. **If you do not respond to the Scheme by the deadline, you will be treated as having given your consent to alternative dispute resolution.**

Agents and landlords are permitted to refer a dispute about a deposit to the Tenancy Deposit Scheme. If you or we refer a deposit dispute to the Scheme, the Scheme will contact the tenant to confirm whether the tenant will agree to alternative dispute resolution. If there are joint tenants, all the joint tenants must agree. A tenant who does not reply to the Scheme is NOT deemed to consent to alternative dispute resolution. **If the tenant (or all joint tenants) do not agree to alternative dispute resolution, and do not agree to the deposit deduction(s) you claim, you will need to begin court proceedings if you wish to pursue your claim.**

If the parties agree to adjudication, the adjudicator's decision is final and there is no right of appeal. Further information about adjudication is available free to download from [www.tds.gb.com](http://www.tds.gb.com). The Tenancy Deposit Scheme will pay the disputed amount to the person(s) entitled within 10 days beginning on the date the Scheme receives notice of (a) the adjudicator's decision or (b) an order from the court that has become final or (c) an agreement being reached between you and the tenant(s). If you order any work to be done at the property before a dispute has been resolved, you do so at your own risk. There is no guarantee, if you incur expense, that a dispute will ultimately be resolved in your favour.

#### **Where the tenancy is not an AST (for example a Company Tenancy)**

The deposit does not have to be protected by law. However, the Tenancy Deposit Scheme will make its independent alternative dispute resolution service available to you as our client, because we are a member of the Scheme. If a dispute arises you, we or the tenant will contact the Scheme. Then:

- a) the Scheme will propose what they consider to be the most effective way of resolving the dispute (assisted negotiation, mediation, adjudication or arbitration);
- b) you, we and the tenants must consent in writing to the proposed method if we all want to proceed (if we don't, the options are to negotiate or litigate);
- c) the parties will have to pay a fee of £600 inc VAT (or such other minimum fee as the Scheme may set from time to time) or 10% of the deposit plus VAT, whichever is the larger amount.

The Scheme will not start the dispute resolution process until all parties have agreed in writing to use the Scheme and paid the applicable fee and the disputed deposit to the Scheme.

### Joint Landlords

If there is more than one landlord, any of you will be able to participate in alternative dispute resolution. TDS does not accept liability to any one or more joint landlords for acting on the instructions of any other joint landlord. TDS does not accept directions from joint landlords to deal only with instructions agreed unanimously by joint landlords. If you want all decisions to be made jointly, this is something that should be agreed between the landlords. It will then be a matter for the landlords to resolve among themselves if one or more of them have not complied with that agreement

### Rent Collection and Introducer Service Deposit Disputes

If a dispute arises on the Rent Collection Service or Introducer Service, Greener Rentals acting as Stakeholder, under the terms of the Deposit Scheme will be responsible for the management of the dispute with the ICE and will be responsible for the submission of all documentation required under the legislation and the transfer of the tenants Deposit to the Scheme. **Greener Rentals will make a charge of £600 inc VAT to the Landlord in respect of this service which will be payable by the Landlord upon notification to Greener Rentals that a dispute has arisen. An invoice will be issued upon receipt of written confirmation of the dispute.**



I/We hereby appoint Greener Rentals & Property Management to undertake the duties of Letting Agent for the purpose of arranging a tenancy in respect of the afore-mentioned property.

I/We have read and accept these Terms and Conditions and wish you to provide the service indicated on Page 3.

**Landlord Name(s):** .....

**Landlord Address:** .....  
**(including Postcode)** .....

.....  
.....

I declare that I am (\* delete as applicable)

a) \* the sole legal owner of the freehold/leasehold interest in the property

b) \* the joint owner of the freehold/leasehold interest in the property with

..... (print full name)

on whose behalf I am authorised to give these instructions and to make this declaration.

**Signed** ..... **Date**.....

**Print full name** .....

**Signed** ..... **Date**.....

**Print full name** .....

In accordance with the Money Laundering Regulations 2003, I enclose:

Copy of Driving Licence or Passport

Utility Bill (less than three months old)

Proof of Ownership

Permission from Mortgagor (if applicable)

I consent to Greener Rentals arranging the Energy Performance Certificate on my behalf

£120.00 cheque enclosed

I will phone with debit card details

**Signed** ..... **Date** .....

**Please print full name** .....

**For and on behalf of Greener Rentals & Property Management**