

Landlord Letting Instruction Confirmation For 52 TestAddress 1 as of  
26/03/2015

## My Details

TestFirst TestMiddle TestSecond  
Addressline1  
Addressline2  
Addressline3  
Addressline4  
United Kingdom  
xx0 0xx

Landlord Reference: lan-121

Letter Reference: Unsent letter

## Contacting Me

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

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

## My Bank Details

This is the bank account to which I expect you to pay any funds due to me. I realise that you may sometimes pay me by cheque. All rents collected will be paid (net) on the 15th of each month. Any rents collected after this payment date will be transferred (net) to the landlord along with the following month's payment.

**Landlord Bank**  
**Bank Address 1**  
**Bank Address 2**  
**Bank Address 3**  
**xx0 0xx**  
**Landlord Test Account**  
**00000000**  
**000000**

## My Property Details

### Location

The property I would like you to rent is

**52 TestAddress 1**  
**TestAddress 2**  
**TestAddress 3**

**xx0 0xx**

## My Authority

I can confirm that :-

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

Freeholder

c. If I have a mortgage I have consent from the mortgagee to rent the Property

d. I am entitled to all rent from the Property

e. I have given you all the relevant information regarding the Property especially ones which affect the Tenant's use of the Property

f. I have informed my insurance company that the Property is to be let

## Rent

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

From	To	Total Rent
Start Tenancy (09/03/2015)	08/04/2015	Payment of £500.00 per calendar month
09/04/2015	End of Tenancy	Payment of £500.00 per calendar month

The minimum rent I want you to accept is Payment of £450.00 per calendar month, unless I agree otherwise with you. I want you to advertise the property for £550.00.

## Available Dates and Duration

The Property is available to rent from 09/03/2015.

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

## Tenants

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

The following types of tenant are acceptable to me:-

Employed  
Self Employed  
Unemployed  
Student  
Own Means  
Retired  
Company

## Utility and Council Tax Bills

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

Television Licence  
Electricity  
Gas  
Telephone  
Water

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

Council Tax / Rates

## The Tenancy Deposit

A deposit of £250.00 to be collected by the Agent, held by the agent and protected by the Tenancy Deposit Scheme (TDS)

## Advertised Description

I can confirm that the description below is correct:-

None Provided

## Furniture and Fittings

The property is Furnished

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

## Maintenance and Safety Certificates

These include safety certificates such as gas safety inspections.

The following certificates are overdue or I have not supplied:-

- None

The following certificates will become due in the next month or I have not supplied:-

- None

## Access to Property

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

## Special Tenancy Conditions

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

test 1  
Test 2  
Test 3

## The Service I Want is "Fully Managed"

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

## Informing me my Property is Let

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

## Rent Collection

The Tenant will pay the rent into Marketing Override Client's Account. If the tenant does not pay, I expect you to follow your procedure for collecting outstanding funds. This includes reminders to the tenant by letter and / or mobile phone text message. I understand that you use a debt collection agency at a cost that will be passed onto me.

Once you have exhausted your procedure I expect you to contact me to discuss the next steps. I understand that I may need to instruct a solicitor to pursue the debt. I will be liable for the legal and Court costs incurred.

## Management Charge

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

## Repairs to my Property

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

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

## Inventory and Inspecting my Property

I understand that you will check the general condition of the property as the need arises.

It is not the intention to check every item of the inventory at this stage; the check is concerned with verifying the good order of the tenancy (i.e. the property is being used in a 'Tenant-like' manner) and the general condition of the Property.

## Ending Tenancy Agreements

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

## Final Month's Rent Collection

If my property is has not been re-let by Birmingham City Student Homes, the last month of rent will be held by BCSH for a period of time (usually about a month) in order to pay for any contractual work that needs to be carried out once the tenants have vacated. Typically, this would be in the case of where (say) the tenants have vacated but left without cleaning the property. In such a case BCSH would arrange cleaners who would be paid from the rents being held on account. They are paid in this way because should the tenants disagree with this decision they have the right to go to arbitration at the DPS which would inevitably delay the payment of the cleaner's invoice. If/when the DPS release the funds after arbitration, then these funds will be paid immediately to me.

## Your Charges

### Fees

\* NONE

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

## Other Conditions

### Tax

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

## Your Liability

I understand that you are not liable for:-

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

## Terminating this Agreement

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

## Confirmation of this Agreement

To accept the terms of this agreement I understand I must sign and return it to your office at Add Line 1, Add Line 2, Add Line 3, Add Line 4, CF14 4ED.

**SIGNED and DATED** by TestFirst  
TestMiddle TestSecond (the  
Landlord)

Landlord Sign Here

Date Here

**SIGNED and DATED** by an  
authorised person of Marketing  
Override (the Agent)

Agent Sign Here

Date Here