



DENTON CLARK RENTALS

LANDLORD INFORMATION

If you're thinking about renting out your own home or a property that you own, it's often the case that the most cost-effective and time-efficient solution is to hand over the letting and management process to experience letting and management agents with an in-depth knowledge of home rentals.

Denton Clark Rentals has over 30 years experience in residential lettings, our reputation has allowed us to grow into chesters leading letting agent.

- Experienced professional team offering the right advice whilst tailoring an individual service for landlords.
- Excellent marketing on all of the major property portals including Rightmove, Zoopla (now incorporating Propertyfinder, UKpropertyshop and Hotproperty) and Globrix.

- Local media coverage.
- Comprehensive property management via a dedicated and experienced in-house team, outsourcing to professional tradesmen with whom we have worked for many years.
- We can arrange Rental Guarantee Insurance, Buildings and Contents Insurance on your behalf.
- We can offer experienced advice on purchasing property to let and refurbishing it for the rental market.

Please CONTACT US for our fees and a free market appraisal of your property.

Have us as joint agents and pay nothing until your property is let!

DENTON CLARK RENTALS

TERMS OF LETTING FOR RESIDENTIAL PROPERTY

1. The Services

A. Standard Letting Service

In providing this the basic service, Denton Clark Rentals will:

- (i) Conduct viewings at all reasonable times where possible.
- (ii) Endeavour to take up suitable references through a professional referencing service.
- (iii) Ensure that an appropriate tenancy agreement is signed by the Landlord and the Tenant
- (iv) Demand and collect first months rent, paying net amount to Landlord.
- (v) Endeavour to ensure that a Standing Order is signed by the Tenant in the Landlords favour for future rent payments.
- (vi) Arrange for a schedule of condition to be taken at the commencement and checked at the termination of the tenancy. See 2 (ii) for costs relating to the preparation of an inventory.
- (vii) Arrange for gas, electricity, water and council tax accounts to be transferred to the name of the Tenant and back into Landlords name at the end of the Tenancy. Denton Clark Rentals cannot accept any responsibility for inaccuracies or delays on the part of the companies concerned.
- (viii) Provide a 'To Let' board at the property.
- (ix) All set up charges are included except for the cost of the creation of the inventory. See 2 (ii)

For this service Denton Clark Rentals charge one month's rent plus VAT. NB No additional charges are made, except for the one off charge of making an inventory.

B. Comprehensive Letting and Management Service

In providing this service Denton Clark Rentals will:

- (i) Provide services as in 'A' above. Except 1 'A' (viii)
- (ii) Collect rent from Tenant and pay directly to Landlords bank, minus Denton Clark's commission plus VAT.
- (iii) Pay current outgoings (where applicable)
- (iv) Deal with day-to-day management matters including minor repairs up to a maximum of £350 for any one item.
- (v) Investigate defects which come to Denton Clark notice or which are brought to Denton Clark Rentals attention by the Tenant.
- (vi) Inspect the premises every six months or on a more frequent basis of £100 per additional inspection to ensure that the covenants in the Tenancy Agreement are being complied with and that the property is being kept in good order. Any such inspection can extend only to apparent and obvious defects, and will not amount in any way to a structural survey. Denton Clark Rentals cannot accept responsibility either for latent defects or for failure to notice anything concealed from our representatives.
- (vii) Ensure at the commencement of the Tenancy that the property is fully fitted out and in condition fit for letting. (Any expenses in this connection must be met by the Landlord, even if no Tenancy is granted, before the tenancy begins) No remedial action for which the Landlord is responsible will be taken without prior consent.
- (viii) Calculate the cost of dilapidations owing to the Landlord at the end of the Tenancy according to the inventory check-out report and organise repairs, replacement or compensation in accordance to the rules of the Deposit Scheme.
- (ix) Arrange for annual gas installation and appliance testing at the Landlords expense.
- (x) Arrange for electrical installation and appliance testing at the Landlords' expense.

For this service Denton Clark Rentals reserve 12.5 % of the total rent collected plus VAT. Plus the initial set up charges see 2 (i- v)

2. Additional Services & Charges

- (i) A charge of £75 plus VAT is made for the drawing up of the Lease. Denton Clark Rentals currently use a standard RICS Lease. Legal advice should be obtained from your own legal advisor. Only applicable to Management Service (B)
- (ii) Inventory: Due to changing laws, Denton Clark Rentals strongly recommend employing a Professional Inventory Clerk to create an Inventory and Schedule of Condition of your property. Should you wish Denton Clark Rentals to arrange a Professional Inventory and Schedule of Condition, there is a charge of £115 plus VAT. Should you decide not to use this service, you must be aware that if a claim goes to arbitration and the Inventory is not professionally done, it may not be considered acceptable.
- (iii) A charge of £140 plus VAT is made for the costs relating to advertising, photography and internet marketing of the property. Only applicable to Management Service (B)
- (iv) Mileage is charged at 0.45p per mile. Only applicable to Management Service (B)
- (v) To Let Boards placed on the exterior of the property are charged at £40 plus VAT. *Please advise if you prefer not to have a board. Only applicable to Management Service (B)

3. Permissions Required

- (i) Ensure the terms of mortgage allow the property to be let and obtain permission from the mortgage company. Applying for permission after the property is let could prejudice the Tenancy.
- (ii) Ensure your insurance policy covers lettings. Denton Clark Rentals must be informed if the policy contains any special conditions. E.g. Property not to be left unoccupied for more than 14 days.

4. General

- (i) Unless otherwise agreed, the rent quoted by Denton Clark Rentals to a Tenant, is exclusive of all outgoings.
- (ii) Banking arrangements are such that we pay rents over to Landlords on a weekly basis.
- (iii) Unless otherwise agreed, the Directors of Denton Clark Rentals or an authorized member of Denton Clark Rentals Staff are authorized to sign the Tenancy Agreement on behalf of the Landlord
- (iv) Should a maintenance contract of any description e.g. British Gas, general boiler maintenance, oil supplier be in place a copy of such agreement must be provided to Denton Clark Rentals otherwise the Landlord will be responsible for any costs incurred due to the lack of knowledge of such contract. Denton Clark Rentals collect the equivalent of one and half months rent. This is held in an interest bearing account. The accrued interest being retained by the Agent. Denton Clark Rentals are a member of the Tenancy Deposit Scheme which is administered by: The Dispute Service Ltd, PO Box 541, Amersham, Bucks, HP6 6ZR. Phone: 0845 226 7837 / 01494 431 123 Email: deposits@tds.gb.com
- (v) In the event of a dispute arising due to dilapidations, where a deposit or any part of it is sent to the Dispute Service for arbitration a charge of £150.00 plus v.a.t. will be made to cover the administrative costs of dealing with the dispute.
- (vi) If there is no dispute at the end of the Tenancy Denton Clark Rentals will keep any amounts agreed as deductions where expenditure has been incurred on behalf of the Landlord, or repay the whole or the balance of the Deposit according to the conditions of the Tenancy Agreement with the Landlord and the Tenant.
- (vii) a) If after 10 working days following notification of a dispute to the Agent and reasonable attempts have been made in that time to resolve any differences of opinion,

there remains an unresolved dispute between the Landlord and the Tenant over the allocation of the Deposit it will (subject to c. below) be submitted to the ICE (Independent Case Examiner) for adjudication. All parties agree to cooperate with any adjudication.

- b) The statutory rights of either the Landlord or Tenant to take legal action against the other party remain unaffected.
- c) It is not compulsory for the parties to refer the dispute to the ICE for adjudication. The parties may, if either party chooses to do so seek the decision of the Court. This process may take longer and may incur further costs. Judges may, because it is a condition of the Tenancy Agreement signed by both parties, refer the dispute back to the ICE as final and binding.
- d) If there is dispute Denton Clark Rentals must remit to the Dispute Service Ltd the full deposit, less any amounts already agreed by the parties and paid over to them. This must be done within 10 working days of being told that a dispute has been registered whether the Landlord wishes to contest. Failure to do so will not delay the adjudication but the Dispute Service Ltd will take appropriate action to recover the deposit and discipline.
- e) Denton Clark Rentals must co-operate with the ICE in the adjudication of the dispute and follow any a. recommendations concerning the method of the resolution of the dispute.

(vii) Denton Clark Rentals operates an approved Complaints Handling Procedure and a copy will be made available on request. Complaints by consumers will be referred to Ombudsman Services: Property while complaints made by persons in a business capacity will be referred to The RICS Dispute Resolution Service.

5 RICS Members' Account Regulations

Under the above Regulations we are required to provide you with certain details concerning the bank account into which money we receive on your behalf is credited. The account details are as follows:

1. Name of Bank – Barclays Bank plc, Chester Business Centre, 30 St Werburgh Street Chester CH1 2DY
1. Name of Account – Denton Clark & Company Clients Number 4 Account

We are required to confirm that this account is not an interest bearing account to you. However, no bank charges are raised in respect of transactions on this account.

In addition, we have a Denton Clark Rentals Residential Lettings Deposit Account into which all tenants' deposits that fall outside the rules of The Tenancy Deposit Scheme are paid and Denton Clark Rentals act as 'Stakeholder.' This is an interest bearing account, with the interest being retained by the agent.

If you have any queries concerning the Members Account Rules or the contents of this letter please do not hesitate to contact Edward Clark or the RICS Compliance Section on 024 7669 4757.

6 Incorrect Information

The Landlord warrants that all the information he has provided to Denton Clark Rentals to the best of his knowledge and belief. In the event that the Landlord provides incorrect information to the Agent which causes the Agent to suffer loss or causes legal proceedings to be taken the Landlord agrees to reimburse and compensate the Agent for all losses suffered.

- A. Denton Clark Rentals fees and any other charges made for services provided will be subject to VAT at the appropriate rate.
- B. Income from all Lettings in the UK is subject to income tax. The landlords Agent is required to pay basic rate tax to the Inland Revenue. All overseas Landlords (not UK landlords) must apply to HM Customs and Revenue for an exemption.

- C. Acceptance of the Terms as set out in this Terms of Letting for Residential Property forms a binding legal Agreement and this Agreement shall be interpreted only in accordance with English Law.
- D. Denton Clark Rentals employees are bound to adhere to the Letting Terms and are not authorized to permit or accept any variations of these terms whatsoever.
- E. Save as otherwise agreed by special arrangement in writing Denton Clark Rentals is not responsible for the property before the Tenancy commences or between Tenancies. No management arrangement shall exist in respect of the property until such time as the tenancy begins. The management arrangement shall cease when the tenancy ends.
- F. Denton Clark Rentals strongly recommend that if there are any lost or unaccounted keys to the property, that the locks be changed before a tenancy begins. Denton Clark Rentals are not liable for any such lost or unaccounted keys.
- G. Denton Clark Rentals do not carry out inspections of lofts, cellars, any outbuildings – unless instructed to do so. All measures must be taken by Landlords to ensure there are no fire hazards in such areas.

7. Legal Requirements

Furniture and Furnishing Regulations

The Furniture and Furnishings (fire) (Safety) Regulations 1988 amended 1993 require that all upholstery and upholstered furniture and loose fittings, permanent and loose covers, beds, headboards, mattresses, pillows, cushions, seat pads and bean bags and any other items as recommended by the DTI supplied in a property being rented must meet the Fire Resistance Requirements. Furniture manufactured before 1st January 1950 i.e. antique or period furniture is exempt. You hereby warrant to Denton Clark Rentals that all furniture and furnishings in the property comply with these requirements. Non compliance carries a punishment of up to six months imprisonment and/or a £5000 fine.

Gas Safety Regulations

The regulations require that all gas appliances, pipe work and flues in a rented property are maintained safely, checked annually (by CORGI registered engineers ONLY) and Safety Certificates provided in the property. The records must be made available to a Tenant prior to the commencement of a Tenancy. Non compliance carries a £5000 fine and/or a prison sentence. Denton Clark Rentals must hold copies of the Safety Certificate on all properties. If this is not made available prior to a property being let Denton Clark Rentals reserves the right to arrange for an annual inspection to be made at the Landlords cost.

Electrical Appliance Regulations

Landlords must ensure that all electrical appliances are checked annually and provide the relevant certificate.

Energy Performance Certificate

With effect from 1st October 2008. all properties being marketed to rent are obliged to have an Energy Performance Certificate (EPC) available to any prospective Tenant. (The certificate is valid for 10 years) Denton Clark Rentals reserve the right to arrange this when placing the property on the market at a cost of £80 plus VAT. This will be billed directly to the Landlord, once the EPC has been issued. If an EPC is available, please provide to Denton Clark Rentals.

I / We the undersigned Landlord (s) hereby appoint Denton Clark Rentals as Agent on my/our behalf to let (and manage):-

PROPERTY: _____

SIGNED: _____ **DATE:** _____

This instruction is (please tick):

Service A – Finder Service - one month's rent + v.a.t

Service B – Letting & Management (12.5 %) + v.a.t

Tax Status:

I / we confirm that I/we are: UK Resident or non UK Resident