



Cartrefi Hafod
LETTINGS



Cartrefi Hafod Lettings Agency
The name you can trust

**LANDLORD'S PROPERTY
MANAGEMENT AGREEMENT**

Cartrefi Hafod Lettings Agency provide a variety of services to suit your needs.



Hafod Housing Association Ltd
St Hilary Court, Copthorne Way,
Culverhouse Cross, Cardiff, CF5 6ES



LANDLORD'S PROPERTY MANAGEMENT AGREEMENT

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LANDLORD'S PROPERTY MANAGEMENT AGREEMENT

TERMS OF BUSINESS

Property Management Agreement between

CARTREFI HAFOD LETTINGS AGENCY

hereafter, referred to as the Agent

and

hereafter, referred to as the Landlord

The Landlord agrees to appoint the Agent, to act for him/her in renting out the property

known as:

hereafter, referred to as the Property.

Date



DEFINITIONS

- 1.1 The Agent means Cartrefi Hafod Lettings Agency.
- 1.2 The Property means the dwelling described on page 4 of this Agreement.
- 1.3 The Landlord means the property owner described by name on page 4 of this Agreement.

APPOINTMENT

- 2.1 Upon and subject to the terms and conditions of this agreement the Landlord appoints the Agent to be his agent for the letting and management of the property.
- 2.2 The Landlord authorises the agent to act on his behalf and to do anything which the landlord could do himself in respect of the letting and management of the property and undertakes to ratify everything done by the Agent in good faith in that respect. Court proceedings must be taken by the landlord as Cartrefi Hafod Lettings Agency and not the named landlord. The other provisions of this Agreement are subject to the general application of this provision.
- 2.3 The Landlord shall indemnify the Agent against all expenses, claims and liabilities incurred by the Agent in the proper performance of the Agent's obligations under this agreement.
- 2.4 The Landlord shall not appoint any other agent to let or manage or let the Property during the continuance of this Agreement.



LANDLORD'S OBLIGATIONS

GENERAL

- 3.1 In order for the Agent to manage the Property, the Landlord must obtain permission to let from the Mortgagee, if applicable. The Landlord must also provide proof there are no current arrears or legal action being taken by the mortgagee or any other company with a financial interest in the property, if applicable.
 - 3.1.1 The Landlord must also provide proof of HMO registration if applicable.
- 3.2 The Agent will deduct the management or rent collection fee from the rent received.
- 3.3 The landlord will supply the Agent with the Landlord's bank details to enable the Agent to transfer the payments using the BACS system.
- 3.4 The Landlord has to provide the correct information regarding the owners or joint owners of the Property to the Agent.

PROPERTY

- 3.5 The Landlord warrants that he is entitled to enter into this agreement to let the property.
- 3.6 The Landlord will keep in good repair the structure and exterior of the premises and also keep in good repair all the installations for the supply of water, gas, sanitation and electricity.
- 3.7 The landlord will be responsible for all repairs under the Landlord and Tenant Act 1985, and housing health & safety rating system.
- 3.8 The Landlord will not leave valuable items in the property unless the prior agreement of the Agent is obtained.
- 3.9 The Landlord will ensure there is adequate public liability insurance relating to the Property, it must specifically cover injury to the tenant.

- 3.10 The Landlord must supply Cartrefi Hafod with a valid Landlords gas safety certificate for every gas appliance in the Property annually.
- 3.11 The Landlord must supply Cartrefi Hafod with a valid Energy performance certificate.
- 3.12 In the case of tenants who are claiming Local Housing Allowance / Housing Benefit – monies are paid direct to the Agent. All reasonable precautions will be taken to prevent fraudulent claims being made by tenants. However, if a tenant does make a fraudulent claim, Housing Benefit are entitled to reclaim any overpayment made, and as your managing agent Cartrefi Hafod require the Landlord to reimburse Cartrefi Hafod for any such claim made against Cartrefi Hafod.
- 3.13 At least one mains wired smoke detector (with battery back-up) must be installed in the property.
- 3.14 If in the opinion of the Agent it is considered necessary to instruct a Solicitor, Surveyor, Accountant or any other professional advisor on the Landlord's behalf, the Landlord will be responsible for the payment of the account relating to such instructions or for any outgoings payable by the Agent on behalf of the Landlord as instructed. The Agent will not instruct any such professional advisor without having made reasonable attempt to contact the Landlord.
- 3.15 The Landlord agrees to completely change the locks to all lockable doors in the property and to provide three sets of keys to the Property prior to the commencement date of the tenancy agreement. If three sets of keys are not provided, the Agent will automatically obtain a spare sets and the charge will be £10.00 plus vat, plus the cost of the keys.
- 3.16 The Landlord agrees to indemnify the Agent for any losses arising from his failure to undertake repairs at the Property and for any losses the Agent may incur if the Landlord does not supply accurate information to the Agent regarding any matter which may cause a Breach of Contract with the tenants.



AGENT'S OBLIGATIONS

- 4.1 The Agent will collect the rent when due from the tenant.
- 4.2 The Agent will pay, out of monies collected, rates and other statutory charges which are payable or become payable by the Landlord in respect of the property provided that the Agent has collected monies for that purpose.
- 4.3 The Agent will provide regular rent statements to the Landlord and rental monies will be processed and transferred to the Landlord as soon as administratively practicable.
- 4.4 The Agent will inspect the property not less than once every six months for the purpose of day to day management only.
- 4.5 Unless the Landlord specifies that the property is required back on a certain date the Agent will continue letting and re-letting the Property until they are advised otherwise by the Landlord. Once a fixed term tenancy agreement has been granted, the tenant has the right to remain in the Property until the end of the tenancy and / or until a court order for possession is obtained.



- 4.6 The Housing Act 1988 (as amended by the Housing Act 1996) provides that where a tenant is an Assured Shorthold Tenant, the Landlord is entitled to possession of the Property at the termination of any fixed tenancy agreement term after which the tenancy will become a Periodic Assured Shorthold tenancy. Should the tenant refuse to vacate when required, the Agent may seek a court order for possession. Court possession proceedings must be undertaken by the named landlord not Cartrefi Hafod Lettings agency. The Agent, as per clause 3.12 will not be responsible for any Solicitors fees or court costs but will assist the Landlord if explicitly instructed to do so with any claim for possession.
- 4.7 The Agent will, if explicitly instructed, prepare and pursue possession claims on the Landlords behalf (to include the preparation of notices seeking possession, court documents and attendance at court) in rent arrears cases if so required at an additional fee as set out in clause 5.
- 4.8 If the Landlord is based abroad and wishes to receive his rental income with no tax deducted he must instruct his own professional advisor to provide the Agent with all information required to permit this.
- 4.9 The Agent cannot state that any tenant introduced will never damage the Property or its contents. However, the Agent will make every endeavour to safeguard the Landlords interests by:
- 4.9.1 Excluding pets if required.
- 4.9.2 Collecting a bond or a bond certificate (where required) and checking the Inventory of the Property before returning the bond at the end of the Tenancy less the value of any damages. The Landlord should be aware that it is impossible to avoid normal fair wear and tear on property and contents.
- 4.10 The Agent shall in no way either directly or indirectly be liable for any deficiency, loss or damage to the premises, the fixtures and fittings or contents however caused, whether included in the Inventory or not, unless caused by the agent or its employees.
- 4.11 The Agent will not be liable for any rent or other liabilities payable by the Tenant.





RENT FEES AND CHARGES

Please see Appendix 1 insert for details of charges.

- 5.1 The initial rent sought will be £.....per month. This rental excludes water rates, gas, electric and council tax.
- 5.2 Our setting up charge includes the following:
- Inspecting the Property to ensure the minimum statutory standards are met
 - Attending the Property with prospective Tenants
 - Gathering relevant tenant information for in house credit checks and referencing
 - Collecting and holding a bond or a bond certificate
 - Preparing and Signing of an Assured Shorthold Tenancy
 - Informing all the relevant services on the change of occupancy
 - Preparing the Inventory
- 5.3 Our management charges include the following:
- Receiving the due rent from the tenant.
 - Dispersing the rental monies as per your instructions
 - Periodic inspection of the Property
 - Arranging for minor repairs (as mentioned in clause 7)
 - On the termination of the tenancy we will check or appoint an inventory company to check the Inventory and inspect the Property
 - Liaise with your Accountant in connection with your tax liability
- 5.3.1 Our rent collection charges include the following:
- Receiving the due rent from the tenant
 - Dispersing the rental monies as per your instructions

5.3.2 Our letting only charges include the following:

- Inspecting the Property to ensure the minimum statutory standards are met
- Attending the Property with prospective tenants
- Collecting a bond or a bond certificate (where required) on your behalf
- Preparing and Signing of an Assured Shorthold Tenancy
- Informing all the relevant services on the change of occupancy
- Gathering relevant tenant information for in house credit checks and referencing

5.4 Additional fees are payable for:

- New Tenancy Agreement every six months
- Re-letting fees when a change of tenant occurs
- Landlord Gas Safety Certificate
- Electrical Safety Test
- Energy Performance Certificate
- Re-letting fees
- Court attendance Fee
- Heating and Plumbing contract (subject to inspection)
- Repair Diagnosis Inspections

5.6 Such other charges as agreed in writing.

5.7 Without prejudice to the obligations of the Landlord to pay such sums on demand the Agent shall be entitled to deduct any amount due to the Agent from any monies otherwise due to the Landlord.

TERMINATION

- 6.1 When the Property is untenanted this agreement may be terminated by either party by the giving of written notice of not less than one month to the other party.
- 6.2 Once the property is tenanted, by a tenant introduced by the Agent three months notice in writing not before the end of a current fixed tenancy must be given by the Landlord to the Agent if the Landlord wishes to terminate this Agreement.



REPAIRS

- 7.1 The landlord will be responsible for all repairs under the Landlord and Tenant Act 1985. The Landlord authorises the Agent to carry out such repairs without instruction from the Landlord; (7.1.1 – 7.1.4).
- 7.1.1 As the Agents may consider necessary to the Property and its contents up to a limit of £200 per property per annum (exclusive of vat) without prior consent and without recourse to the Landlord.
- 7.1.2 Emergency repairs which are repairs to defects of such nature that they carry a risk of further damage to the Property or damage to an adjoining property or personal injury if not attended to immediately.
- 7.1.3 Repairs which are necessary to comply with the Gas Safety (Installation and Use) Regulations.
- 7.1.4 To carry out a Gas Safety Certificate service if such a certificate has not been provided.

- 7.2 The Agent will report to the landlord any need for other repairs revealed by periodic inspection or otherwise brought to the Agent's notice.
- 7.3 The Agent shall not be required to supervise any repair works or provide any specialist advice as to the nature of the repairs required. The Agent accepts no liability in respect of any loss or damage arising from sub-standard repair works or any other default by a repairing contractor.
- 7.4 The Agent will pay for repairs out of monies in hand. In the event of there being insufficient rent monies in hand to meet the costs of the repairs the Landlord will pay the balance to the Agent on Demand.
- 7.5 From 1st January 2005 rules came into force controlling who could carry out certain works on certain electrical installations in property and the procedures around those works. These are set out in Part P Building Regulations (Electrical Safety in Dwellings). Failure to comply with these Regulations is a criminal offence, which could result in a maximum fine of £5,000.00 and / or imprisonment. In general terms, only a competent person (a person who is currently registered with an approved scheme i.e. NICEIC) can work on your property. We only use a "competent person" to carry out such works. The Landlord is not permitted to carry out the works himself or nominate a friend or local jobbing builder who does a bit of electrics on the side – this is not an acceptable alternative.
- 7.6 Although, there is no legal requirement for landlords to conduct an annual safety inspection on electrical appliance testing, we strongly advise you do so and we draw your attention to 'The Low Voltage Electrical Equipment (Safety) Regulations 1989', the 'Electrical Equipment (Safety) Regulations 1994' the consumer Protection Act 1987 (S 19), the 'Plugs and Sockets (Safety) Regulations 1994', and the 'General Product Safety Regulations 1994'.
- 7.7 Most of the legislation described above refers to the 'Supplier' providing 'Safe' appliances, products and installations. The courts have already defined a Landlord as a 'Supplier' under the terms of the acts and the only way he can be sure the items he supplies are safe, is to have them inspected at least before each tenancy and preferably once a year (to meet the standards of the Gas Safety Regulations, which are now a benchmark).



INSURANCE

- 8.1 The Landlord must inform his/her insurance company of his/her intention to let the property as failure to do so may under certain circumstances lead to exclusion of cover.
- 8.2 The Agent will not be responsible for damage to any Property before the Property is tenanted or after the termination of a tenancy (e.g. pipe burst, vandalism etc) The Landlord should ensure that he is adequately insured for such perils.

BANK DETAILS

Please complete the following:

Name of Bank/Building Society

Address

Post Code

Account Name

Account No Sort Code

I confirm that I have read and understood the Terms and Conditions and wish you to undertake the letting of this Property in accordance with the conditions contained herein.

Property to be let

Signed

Date / /

(Landlord)

Signed

Date / /

(Landlord)

I confirm I will be requiring the following service from Cartrefi Hafod Lettings Agency:

(Please tick relevant service)

- Full Management Service
- Rent Collection Service
- Letting Only Service



This document is available in other languages
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CONTACT DETAILS

Hafod Housing Association Ltd

St Hilary Court, Copthorne Way,
Culverhouse Cross, Cardiff, CF5 6ES

Tel: 029 2067 5800

Fax: 029 2067 5898

cartrefi@hafod.org.uk

www.hafod.org.uk/cartrefi-hafod/cartrefi-hafod-lettings-agency.htm



Hafod Housing Association

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