

Lenwell Property Management and Letting – terms and conditions of business

These terms and conditions replace any previous written and spoken agreements between us, (Lenwell Property Management and Letting) and you (the landlord).

1. We are hired to find a tenant, let the property and manage the tenancy. In certain circumstances, we may offer a service to only find a tenant.
2. The agreement starts on the day you sign the property-registration form.
3. If we have a 'sole-agency' agreement with you, we have all rights to try and find a tenant for the property. We will advertise the property for at least 6 weeks or until someone begins their tenancy, whichever is sooner. (This is known as the 'marketing period'.) If we do not manage to let the property during the marketing period, you may change the agreement to 'multiple agency' after giving us 14 days' written notice. This means you can have several agents working to let your property.
4. If the agreement is 'multiple agency', we will advertise the property for at least 12 weeks or until someone begins their tenancy, whichever is sooner. (This is known as the 'multiple-agency marketing period'.) You may change the agreement to 'sole agency' at any time by giving us notice in writing. If we introduce a tenant to you during the multiple-agency marketing period, we will be entitled to charge you our fees.
5. If you change the type of agency you have, the new marketing period will start from the date you change.
6. The marketing period will continue after any other marketing period has ended until either someone begins their tenancy or we or you give 14 days notice of ending the agreement.
7. We will let the property 'as seen', unless you tell us otherwise in writing. You must agree that we are not responsible for any costs or damages which may arise from you not telling us that the property should not be let 'as seen'.
8. We will manage the property for the length of any tenancy, including any continuing tenancy of a tenant we directly or indirectly show the property to. This period (known as the management period) will end when:
 - a. the tenant leaves the property and the tenancy ends; or
 - b. we or you give 6 months' written notice to end the agreement. This cannot happen in the first 12 months.
9. The rent you agree includes all costs you are responsible for (for example ground rent, service charges, insurance), but does not include an amount to cover the cost of gas, water, oil, electricity, television, phone and council tax.
10. When the property becomes empty and the tenancy ends, we will automatically be responsible for letting the property to a new tenant using the same conditions as the previous agreement, unless you give us written notice that you do not want us to do so, at least 2 weeks before the tenancy ends. These terms and conditions will apply to the new tenancy, unless we agree in writing new terms and conditions.
11. We will be entitled to receive our fees as though a 6-month tenancy had been entered into, the tenant had moved in and rent had been paid for the full 6 months, if:
 - a. we introduce a suitable tenant to you during the marketing period and you fail to or refuse to go ahead with the tenancy, whether before or during any notice period to end this agreement;
 - b. you go ahead with a tenancy with a tenant we introduce or any person or organisation associated with that person; or
 - c. you rent the property to any tenant during the sole-agency marketing period in any way other than using us.

This clause will protect us if you break this agreement.

12. You will receive any rent (after the costs you are responsible for and our charges have been taken away), within 10 working days of when the rent was due or, if later, the date the tenant makes the payment. If we are only working to find you a tenant, and the tenant pays the rent in advance for the whole of the first tenancy, our agreement will change to managed.
13. If your tenant's rent is paid by Housing Benefit and you receive too much Housing Benefit, you must return the overpayment to us immediately if we ask you to in writing.
14. We ask for deposits in line with the current law. We hold any deposits as 'stakeholder'. We can use any interest we earn on the deposit to pay our administration costs.
15. We are a member of the Association of Residential Letting Agents and all the money we hold is protected by a 'Client Money Protection Bonding Scheme'. (You can get more information on this from www.arla.co.uk.)
16. If we find a tenant who moves into your property, you must pay us the following (as set out in our scale of charges).
 - a. A fee for us finding you a tenant.
 - b. A management fee which you must pay on all rent that is collected.
 - c. £45 for reviewing the tenancy and rent before any tenancy agreement ends, or every year where the fixed term has ended and no new agreement signed for another fixed term, and preparing any new tenancy or other documents you need. We will pay you this money back if you or your tenant gives us notice that you or they are going to end the tenancy, within 30 days of receiving the review documents.
 - d. If a tenant we introduce to the property (or any person or organisation associated with that tenant) buys the property before or after entering into a tenancy agreement, you must pay us commission of 2% of the sale price (minimum £1000).
 - e. We have the right to charge you separately for any services we provide outside of this agreement, in line with usual business charges. You can ask us for more details of this.
 - f. You must pay us VAT on any of our fees, at the current rate.

If we provide you with any insurance products, the price we quote will include our commission. Our charges will not change in the first 12 months of the start of this agreement. After this, if we do make any changes, we will give you at least 28 days' written notice.

17. You must:

- a. give us instructions within a reasonable period;
 - b. sign any contracts that we reasonably give you;
 - c. allow us access to the property;
 - d. keep to your legal responsibilities, including those you have under the 'gas safety', 'furniture and furnishings', 'electrical equipment' and 'energy performance of buildings' regulations and the Taxes Management Act 1970, or any regulations or law that amends or replaces these. You must tell a legal advisor if your tenant does not pay you any money they owe you or if they break the tenancy.
18. We will inspect the property to find any obvious problems 3 months after the first tenancy starts. We will then carry out inspections twice a year.
 19. We will pay the costs of maintaining the property from the rent we receive and will contact you if we need any more money. We can also arrange for essential repairs on the property without your permission, if this is an emergency.
 20. We treat everyone equally. We will not discriminate against anyone for any reason.
 21. This agreement is governed by English law. Copyright laws apply to all brochures, forms, letters and other documents we give you, including these terms and conditions.



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