

DJM ESTATES

SALES RENTALS MANAGEMENT

**WALES
LETTINGS GUIDE
AND AGREEMENT**

LETTING SERVICE AGREEMENT

THIS AGREEMENT IS MADE ON

BETWEEN:

· DJM Estates whose registered office is situated at 32 High Street, Fleur-de-lys, Blackwood, Gwent. NP12 3UE; and

· Landlord Name

.....
("You")

Residing at

.....
.....

Postcode

Telephone No.

.....

Email address

.....

Landlord Name 2

.....
("You")

Residing at

.....
.....

Postcode

Telephone No.

.....

Email address

.....

The Property
to be let

("The Property")

.....

Postcode

Declaration

You confirm that:

- You are the sole or joint owner(s) of The Property and are entitled to enter into this Agreement
- You have sought permission from your lender to let The Property if applicable
- Your service charge and ground rent payments are up to date if necessary
- You do not have any arrears on your mortgage account for The Property
- That should you exercise the Right to Cancel notice, you will be liable for any reasonable expenses DJM Estates incurs before the cancellation
- You have read and accept the following terms and conditions and confirm that DJM Estates can proceed with the rental and management (if applicable) of The Property. You agree to be bound by its terms and to pay all fees as appropriate. You are aware that the terms of this Agreement will constitute a binding legal contract and that if you are unsure of your obligations under this Agreement then you should seek independent legal advice before signing.

Signature of landlord

Full Names

Signature of representative

Full Names

IMPORTANT INFORMATION, ADDITIONAL SERVICES AND REQUIREMENTS

Please find below a questionnaire which will include important information to assist us in the letting and management of your property.

Bank details for payment of rent

Name of bank or building society

Name of account holder

Account number Sort code

Rent Smart Wales

All rental properties in Wales must be registered with Rent Smart Wales. By appointing DJM Estates to be responsible for letting and managing your property you do not have to be a licensed landlord but you do have to be a registered landlord and have your properties registered.

Please go to <https://www.rentsmart.gov.wales/en/> for more information.

Landlord registration number

.....
.....

Gas Safety Certificates

All gas appliances and associated pipe work and flues should be maintained to ensure they are safe to use. An annual inspection by a qualified registered Gas Safe engineer is now a requirement of law under The Gas Safety (Installation and Use) Regulations 1998. Should you decide to appoint your own contractor, you agree to carry out the necessary validation of their Gas Safe registration.

DJM Estates can arrange for a Gas Safe engineer to visit The Property in a timely fashion and carry out the required inspection.

Tick the relevant box to indicate the arrangements made to provide a Gas Safety Record:

- DJM Estates is authorised to arrange a gas safety check on your behalf at your expense (currently £96 inc VAT)
- An original Gas Safety Record has been separately emailed to info@DJMEstates.co.uk
- You will supply an original Gas Safety Record not less than 7 clear days before the tenancy commences
- There are no gas appliances or meter at The Property and a certificate is not required

Energy Performance Certificate – EPCs

All rental properties must have a valid Energy Performance Certificate. All Energy Performance Certificates are publically available at <https://www.epcregister.com/>

Rental properties must have a “D” or above rating to be let in Wales

- A valid EPC is available for The Property.
- You authorise DJM Estates to complete an EPC at a cost of £96 inc VAT.

Smoke Alarms and Carbon Monoxide Detectors

It is a legal requirement for hard wired interlinked smoke alarms to be fitted on each storey of a rented property. These alarms have to be in full working order for the duration of the tenancy.

It is also a legal requirement for carbon monoxide alarms to be installed within the proximity of any solid fuel burning appliance, such as coal or wood. It is also highly recommended by the Government that these are installed within the proximity of fossil fuel burning appliances.

All of these alarms must be tested and certified annually to ensure that they are in full working order.

Please complete the information below.

- You authorise DJM Estates to install smoke alarms and carbon monoxide detectors on each floor/each room of The Property as required (£76 inc. VAT per alarm currently)

Please provide details of the number of alarms required;

Smoke alarm(s) Carbon Monoxide alarm(s)
.....

- You confirm that the appropriate smoke and carbon monoxide detectors are present on each floor/within proximity of the appliance throughout The Property. You confirm that these have been tested prior to the commencement of any initial tenancy.

Please note, if alarms are not present prior to moving in, DJM Estates will organise the supply and fitting of the required alarms and the appropriate fee will be chargeable to you.

Inventories and check in

DJM Estates will complete a video inventory on the commencement and end of tenancy. This may be used in evidence in any deposit dispute. Deposits are held by the Deposit Protection Service (DPS) and a deposit adjudicator will decide the proportion of the deposit, if any, to be returned to the tenant. DJM Estates accepts no liability if a deposit is awarded wholly or partially to a tenant.

Property Information

Please supply the following details regarding the property (if applicable):

Alarm Code
.....
.....

Alarm Box Location
.....
.....

Water Stop Cock Location
.....
.....

Gas Meter Location
.....**Supplier:**.....
.....

Electric Meter Location
.....**Supplier:**.....
.....

Water Meter Location
.....
.....

Garage Number/Location

.....
.....

Allocated Car Parking Space Number/Location

.....

Parking permits/Requirements

.....
.....

Building Access Codes

.....
.....

You confirm that you will supply DJM Estates with two full sets of keys for properties under their Full Management package, in addition to a full set of keys for the tenants.

Non-Residential (Overseas) Landlords

If you are living overseas for more than 6 months you are required to notify the Inland Revenue, who will issue us with a certificate allowing us to pay your rent to you gross.

More information can be found at www.inlandrevenue.gov.uk.

DJM Estates is obliged by the Taxes Management Act 1970 (or any similar powers of any future tax legislation) to deduct tax at the basic rate to cover any tax liability. Reasonable administration charges may be payable to DJM Estates for further work requested by the Landlord, Landlord's accountant or the Inland Revenue in connection with such tax liabilities.

You are an overseas landlord and I have/will complete an NRL1 application form.

You are a UK based landlord and do not require a certificate.

COUNCIL TAX

Payment of Council Tax will normally be the responsibility of the tenant/s in The Property. However, landlords should be aware that where a property is empty, let as holiday accommodation, or let as a house in multiple occupation (HMO) responsibility for payment of Council Tax then rests with the owner of The Property.

DJM Estates will inform the Local Authority of any new tenancies.

Leasehold Properties Under Management

For properties which are Leasehold, please provide the following details of the Managing Agent:

Agent's Name

.....
...

Telephone Number

.....

Address.....
.....

Post Code
.....
.....

You confirm that you have emailed info@djmestates.co.uk a copy of the appropriate headlease.

Please note, service charge and ground rent payments are due directly from the landlord, and will not be payable by DJM Estates.

Electrical Inspection Condition Report (EICR) and Portable Appliance Testing (PAT)

Electrical supply and appliances within a property must be 'safe'. All electrical appliances must be checked at regular intervals for defects (e.g., frayed wiring, badly fitted plugs etc...).

DJM Estates can arrange for a qualified electrician to attend The Property and provide a full Electrical Inspection Condition Report and Portable Appliance Testing.

DJM Estates require you to conduct an EICR every five years and PAT appliances annually. This should be carried out by a qualified electrical engineer. Records of these checks conducted at the property should be retained and provided for inspection if required.

DJM Estates is authorised to arrange an Electrical Inspection Condition Report and Portable Appliance Testing.

The cost will be calculated at £200 inc. VAT for the first 6 circuits and 3 appliances, £30 inc. VAT for each additional circuit and £5 inc. VAT each additional appliance thereafter. These charges may vary from time to time.

I enclose a copy of the Electrical Inspection Condition Report €

MAINTENANCE

You agree to provide The Property in a good and lettable condition. You agree to make DJM Estates aware of any ongoing maintenance problems.

EMERGENCY REPAIRS - We will take the best course of action for you, the Tenant and The Property, should a reported maintenance issue be an emergency as determined by us. You indemnify us against the relevant contractor invoice up to the value of £200 when maintenance issues are reported outside of normal business hours and the cause of the emergency is not the fault of the Tenant.

URGENT REPAIRS – If a tenant reports an issue that is considered urgent (e.g. heating, hot water, uncontrollable leak, electrical, roofing, security) the issue will be reported immediately to you and your instructions taken. If you are not immediately available and the problem is of an urgent nature, DJM Estates will wait for no longer than 3 hours for a response. After this period, a contractor's attendance will be organised and subsequently you will be made aware of any work carried out and the costs associated with such works. (We will act only out of necessity when deemed appropriate).

IMPORTANT REPAIRS – Once a tenant reports an issue considered important (e.g. intermittent faults with heating or hot water/lights/power/secondary service) the issue will be reported to you the same working day. If you are not available for immediate response, we will allow 3 working days for a response, after which, a contractor will be

instructed for work up to an estimated value of £180inc vat. Subsequently, you will be made aware of any work carried out and the costs associated with such works.

DESIRABLE REPAIRS – Once a tenant reports an issue that is considered desirable (not of detriment to the property) the issue will be reported to you within 3 working days, and followed up a week later. If you do not respond, we will assume you have no interest in dealing with that particular matter, and the tenant will be advised accordingly.

MAINTENANCE PAYMENTS – Any maintenance payments will be deducted from the following month's rent. In the event of a payment not being covered by a rent payment an invoice will be sent to you for payment within 30 days.

For expenditure in excess of the agreed expenditure limits, we would normally request authorisation in advance, although it is agreed that in an emergency or for reasons of contractual or legal necessity where reasonable endeavours have been made to contact you, we may reasonably exceed the limits specified.

House of Multiple Occupancy Licence

A rented property will require a House of Multiple Occupancy Licence should the following apply:

- It is at least 3 storeys high
- At least 5 tenants live there, forming more than 1 household
- They share toilet, bathroom or kitchen facilities with other tenants

Please note these definitions may vary, and you are advised to contact your local authority to seek clarification and for licensing, if required.

The Property does not require a licence I enclose a copy of my HMO Certificate €

Tenant Find Only Service

Upon instruction through DJM Estates, we will prepare an advert for your property to include description and photographs.

DJM Estates will carry out all viewings on The Property, unless otherwise agreed.

Upon receipt of a holding fee payment from a prospective tenant, DJM Estates will engage them in our comprehensive tenant referencing procedure. This will include; Credit status reports, employment/income checks, previous landlord reference (if applicable), affordability check and ID check. We aim to have a recommendation from this within 3 working days of completion of the application form by the tenant, however this is dependent on the response of their referees.

We will compile legal documentation with regard to the new tenancy, such as Tenancy Agreements, standing order mandate and documents received for tenancy form.

We will organise for the registration of the tenant's deposit with the DPS within 30 days of receipt.

DJM Estates will carry out the handover of keys to The Property, unless otherwise agreed and complete the video inventory if required

The lettings set up fee will be levied at the outset for taking referencing and arranging the tenancy. This will be deducted from the first month's rent which will be paid to DJM Estates. A statement of accounts will accompany the payment of the balances to you, and this will be made as soon as administratively possible, usually within 5 working days.

DJM Estates will inform the relevant utility companies and the Local Authority of the new tenancy and take meter readings where applicable.

LANDLORD DUTIES

You shall;

- Keep DJM Estates informed of any changes to your contact details including address and telephone numbers.
- Promptly pay DJM Estates' fees and charges as are applicable and due from time to time.
- Be responsible for obtaining consent to let from the mortgage provider and freeholder or leasehold as applicable.
- Ensure that there is valid Energy Performance Certificate available prior to marketing.
- Prepare The Property to ensure it is made available in a clean and tidy condition and the fabric of the building shall be in good repair prior to The Property being advertised for let.
- Organise routine maintenance work on a Part Managed service.
- Be responsible for any injury or losses incurred by the tenant or a third party at The Property as a result of you failing to ensure the appropriate safety precautions are in place or due to lack of ongoing maintenance of The Property. You hereby agree to adhere to the standard of repair as set out in Section 11 of the Landlord and Tenant Act 1985.
- Provide instructions to DJM Estates regarding termination, court proceedings, major repairs or significant details regarding the letting in writing (preferably by email).
- Advise your insurers that you are letting The Property and secure the necessary buildings and public liability insurance
- Initiate and facilitate any insurance claim
- Inform DJM Estates of any intention to repossess The Property
- Pay for all legal expenses resulting from any claim to court for possession of The Property resulting from a Section 8 or Section 21 Housing Act notice.
- Ensure the property is presented to DJMEstates cleaned to a good domestic standard. Should we deem this not to be the case, DJM Estates retains the right to organise the attendance of a cleaner and the charges will be payable by you.
- Ensure the property is presented to DJM Estates with all known maintenance issues rectified.
- Provide DJM Estates with details of all applicable warranties or guarantee cover for household appliances. DJM Estates will not be held responsible if work is organised on an appliance under warranty or guarantee if sufficient information has not been supplied.
- Provide instruction manuals or handbooks for all appliances included within the letting of The Property.
- Provide all necessary garden equipment to allow tenants to maintain garden areas which are their responsibility.
- Give authorisation for DJM Estates to provide registered contractors with keys to access The Property.
- Ensure that The Property is registered with Rent Smart Wales.
- Ensure the necessary licence has been obtained from the local housing authority if The Property is classed as a house in multiple occupation (HMO)
- Allow the tenant quiet enjoyment of The Property. This means that the tenant has the right to live in the property without interference from you or anyone acting for you.

- Provide DJM Estates with a copy of the head lease where appropriate

General terms

You hereby agree with DJM Estates:

- To be liable to pay the fees and any other costs or charges agreed and incurred by us on your behalf.
- That DJM Estates have the sole right to let The Property on your behalf.
- That you will be liable to pay our fees and costs should a tenant be introduced by DJM Estates and subsequently move into The Property.
- That the security deposit will be held as a stakeholder. This means that at the end of the tenancy, the two parties to the tenancy agreement should jointly agree on any deductions to the deposit.
- Any advance rent payment will be held by DJM Estates and released each month in line with the rental due date, this is to protect both parties should there be a breach in tenancy conditions which results in a subsequent vacation (Part and Fully Managed only)
- DJM Estates will only appoint approved contractors to complete maintenance work.
- That DJM Estates have the authority to sign all legal documents in connection with matters arising from this agreement on your behalf.
- All documentation signed by DJM Estates on your behalf will be signed either in person or via signable in compliance with their terms and conditions. All legal documentation signed by tenants will similarly be signed by this service.
- Should you decide to instruct a private Gas Safe registered engineer to produce a Gas Safety Record, a copy of the certificate sent shall also be sent to DJM Estates not less than a clear 7 days before the due date. Should this not be done, DJM Estates is authorised to appoint one of its recognised contractors to complete the work, and associated costs will be payable by you.
- If you have signed this agreement away from DJM Estates office you will have the right to cancel this agreement within 14 days.
- That you will comply with all applicable laws, regulations and enactments that apply to landlords and the letting of property of the nature and type of property you wish to let. You will follow such good practices, policies and procedures that would be expected of a responsible, reliable and competent landlord.
- **Although the aim is to take every care in managing The Property, you agree that DJM Estates cannot accept responsibility for non-payment of rent, damage or other default by the Tenant or any associated legal costs incurred in their collection where DJM Estates has acted correctly in terms of this Agreement, or on your instructions. If it becomes necessary to commence court proceedings against the Tenant for default and DJM Estates are required to attend court to support your case, you agree to be responsible for our reasonable fees and expenses incurred in doing so.**

Duration and Termination of this Agreement & Service

- Either party shall have the right to terminate this agreement if the other is in persistent or significant breach of any of their obligations under the agreement and fails to remedy such breach within 14 days of notice being received
- Should you wish to proceed with a tenancy DJM Estates will accept no liability with regard to a tenant's ability to pay rent or keep The Property in a reasonable condition.
- This agreement is for a minimum of twelve months and our management services may be terminated by you by giving two months written notice, however not before the end of the initial fixed term tenancy. A charge equivalent to £360inc vat will be payable by you should the tenant remain in the property. No fee or notice will be due should the tenant found by DJM Estates vacate.
- Should you not wish to proceed with an agreed tenancy that is of no fault of the tenant, you will be required to reimburse the holding fees they have paid to date and an administration charge of £72inc vat.

Marketing material

- DJM Estates retains the copyright in all advertising material used to market The Property and reserves the right to use these for marketing initiatives following the letting of the property.
- You warrant that all the information you have provided to DJM Estates is correct to the best of your knowledge. In the event that you provide incorrect information to DJM Estates which causes a loss or legal action to be taken against DJM Estates you agree to indemnify and keep DJM Estates fully and effectively indemnified in respect of any costs, liabilities, fees, disbursements and losses incurred as a result. The details you have provided in this agreement will be used in the preparation of Tenancy Agreements. These are legally binding documents and DJM Estates will not be held responsible for issues resulting from the provision of incorrect information.

Costs

- The agreed advertised rates are payable when a new tenant enters into a tenancy agreement. The fee will be deducted from the initial payment of rent before the net balance is transferred to your nominated bank or building society account and will include any management charges due in the subsequent month. Any shortfall will be invoiced directly to you.
- Any optional upgrades will be added to the amount deducted from the initial payment of rent
- All fees are fixed for the duration of the initial fixed term.
- Should you request a rent review at any point following the conclusion of an initial fixed term, DJM Estates will charge £30 including VAT for a revaluation and preparation of a Section 13 notice of rent increase to the tenants. This can only be completed once the fixed term ends and then once per year after that.
- Should you wish to add additional clauses to our standard tenancy agreement, an administration charge of £24 inc. VAT will be payable.

Notice of right to cancel Agreement

Landlord(s):

Property Address:

Subject to the terms of this agreement where this Agreement was signed at your home/office you have a right under The Cancellation of Contracts made in a Consumer's Home or Place of Work etc. Regulations 2008 to cancel this Agreement within 14 days starting today from when you received this notice. You may exercise this right to cancel if you wish by writing to DJM Estates at 32 High St, Fleur-de-Lys, Blackwood NP12 3UE. You can also cancel this Agreement by sending a message by email to info@djmemstates.co.uk at any time within the 7 days. Any cancellation notice you send to DJM Estates will be deemed to have been given as soon as it is posted or, if sent by email, from the day it is sent.

Performance of the Agreement

You hereby authorise DJM Estates to immediately begin marketing the Property. Should you exercise the right to cancel the Agreement you will be liable for reasonable expenses incurred before the cancellation. Should a let be agreed prior to cancellation and result in a tenancy agreement, the Fees would be due, notwithstanding the cancellation.

Signed Dated
.....
on behalf of DJM Estates

Signed
Dated.....
Landlord

Signed
Dated.....
Landlord 2

Customer Complaints Handling Procedure

DJM Estates aims to provide the highest standards of service to all landlords, tenants, vendors and purchasers but to ensure that your interests are safeguarded, we offer the following:

If you believe you have a grievance, please write in the first instance to;

DJM Estates
32 High Street
Fleur-de-lis
Blackwood
NP12 3UE

The grievance will be acknowledged within 3 working days and then investigated thoroughly in accordance with established “in-house” procedures. A formal written outcome of the complaint will be sent to you within 21 days. If we require longer than this timescale we will advise you in writing and confirm our revised response date.

If you remain dissatisfied with the result of the internal investigation, please contact David Davies who will review your complaint:

DJM Estates
32 High Street
Fleur-de-lis
Blackwood
NP12 3UE

Following the conclusion of our in-house review we will write to you with a final written statement.

If you are still unhappy after receiving the final response to your complaint, you can ask The Property Ombudsman to consider it.

The Property Ombudsman,
Milford House
43-45 Milford Street
Salisbury
Wiltshire
SP1 2BP

This is a free, impartial and independent service. You will need to submit your complaint within 12 months from the date of our final view point correspondence.

Property letting fees

Full management service includes:

- Free inspection of property and advice together with a rental valuation.
- Advertisement of property for suitable tenant, including a 'To Let' board.
- Interviewing prospective tenants.
- Carrying out full credit checks.
- Preparation of legal documentation.
- Preparation of inventory/schedule of condition.
- Option to join the 'Guaranteed Rental Income' scheme.
- Collection from tenant of 4 weeks rent deposit (passed on to [Deposit Protection Service](#)) and up to one month rent in advance.
- Setting up standing order and collecting monthly rent.
- Forwarding monthly payment to landlord plus copies of any repairs invoices and/or other deductions.
- Informing utilities of new tenancy including Council tax and Welsh Water.
- Regular property inspections throughout tenancy.
- Provision of 24/7 emergency repair call out service.
- Carrying out exit inspection on tenant vacating the property.
- Organising any post-tenancy repairs.
- Returning deposit (via the Deposit Protection Service) to tenant, less any repairs deductions.

| Full management service costs: | Set-up cost: | Ongoing monthly cost: |
|--------------------------------|--------------|--------------------------------|
| Full management service | £480 Inc VAT | 9.6% inc VAT (Min £60 Inc VAT) |

Find only services includes:

- Free inspection of property and advice together with a rental valuation.
- Advertisement of property for suitable tenants, including a free 'To Let' board.
- Interviewing prospective tenants.
- Carrying out full referencing and credit check.
- Preparation of legal documentation.
- Collection from tenant of 4 weeks rent deposit (either passed on to [Deposit Protection Service](#) or to landlord) and up to one month rent in advance.
- Checking tenant into property/releasing the keys.
- Accounting to the landlord with tenancy agreement, inventory, payment of rent and deposit less fee due to DJM Estates.

Landlord carries out the management of the property once the tenant has been selected and the tenancy has commenced.

| Find only service : | Set-up cost: |
|---|---------------------|
| Find only service | £600 inc VAT |
| Full electronic video inventory | £120 inc VAT |
| Bond Registration Fee with the Tenancy Deposit Scheme | £120 inc VAT |
| Assured short hold tenancy agreement | £150 inc VAT |

Property rental essentials:

A Gas Safety Certificate must be obtained before the tenant moves into the property. These are valid for 12 months.

An Energy Performance Certificate must be obtained before the property can be marketed. These are valid for ten years.

All free standing electrical appliances such as fridges and washing machines must have a Portable Appliance Test. These are valid for 12 months. This does not include integrated appliances.

| Property rental essentials costs: | |
|--|---|
| Gas Safety Certificate | £96 inc VAT |
| Energy Performance Certificate | £96 inc VAT |
| Portable Appliance Test | Cost is dependent on number of appliances. Please contact us for a quote. |

Additional services:

DJM Estates are pleased to offer a variety of additional services, should you need them.

Many mortgage companies require a rental valuation for the purposes of securing a Buy to Let Mortgage, and we can arrange this for you.

DJM Estates Maintenance will work with you to maintain your property in tip-top condition and undertake repairs as needed. We are accredited by the Federation of Master Builders and are Gas Safe.