

# Landlord Terms of Business: Tenant Find Service

This agreement is made between the Landlord(s) of the property and Blue Bubble Lettings Limited, acting as the Landlord's Agent.

This document clearly lays out the service offered by Blue Bubble Lettings Limited, together with the fees, based on a no let, no fee basis.

#### **Tenant Find Service**

This service is for Landlord(s) who wish to have a Tenant(s) found by Blue Bubble Lettings Limited but who wish to manage the tenancy directly with the Tenant(s). This service includes the following:

- 'Market Appraisal' Advice on an achievable rental income, based on market comparables for the time of year.
- Advertising the property online using search engines such as Rightmove.com, complete with internal images (where possible) and description.
- Conducting property viewings and negotiating rental terms between the Landlord(s) and Prospective Tenant(s).
- The Prospective Tenant(s) will be fully referenced, using an independent referencing service and only if they are accepted on every count will they be allowed to progress through to renting the property. Alternatively, a guarantor can be referenced to assess suitability to guarantee the rent for the full term of the let. A prospective Tenant(s) who fails their referencing may still be accepted at the Landlord(s) discretion.
- An Assured Shorthold Tenancy agreement will be drawn up to be signed by the Tenant(s) and a representative of Blue Bubble Lettings Limited in the absence of the Landlord(s). If the Landlord(s) has a preference to the initial tenancy agreement length, Blue Bubble Lettings Limited must be informed of this in writing prior to the tenancy.
- A typed inventory should be provided by the Landlord(s) and two copies provided to Blue Bubble Lettings Limited prior to the day of move in. An independent inventory can be arranged by Blue Bubble Lettings Limited at extra cost to the Landlord(s). The Landlord(s) can choose not to have an inventory at their discretion although Blue Bubble Lettings Limited highly recommends against this.
- Collection of all initial monies owed by the Tenant(s) to the Landlord(s), registration and lodging of the Security Deposit and disbursement of monies owing to contractors.
- Contact details for the Tenant will be forward to the Landlord(s).
- At the end of the tenancy, a property check should be carried out against the inventory by the Landlord(s). An independent checkout can be arranged by Blue Bubble Lettings Limited at extra

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cost. Any dilapidations proposed will be subject to the Deposit Protection Service (DPS). The Landlord(s) can choose not to have a checkout at their discretion - although Blue Bubble Lettings Limited highly recommends against this.

#### **General Terms**

As dedicated a service as Blue Bubble Lettings Limited provides, no responsibility can be taken for non-payment of rent or other default by the Tenant(s), or any associated legal costs. Rent guarantee protection is recommended to reduce the risk of such possibilities.

All client funds are held in a designated client account.

#### **Pre Tenancy Negotiations**

Unless otherwise agreed in writing, Blue Bubble Lettings Limited will not communicate to the Landlord any rental offers deemed to be unfavourable or unsuitable for any reason.

#### **Standard Fees**

Blue Bubble Lettings Limited is not registered for VAT so the fees quoted here are the total fee payable.

Tenant Find Fee	£245.00
Gas Safety Certificates	£65.00
Energy Performance Certificate (EPC)	£60.00
Renewal of existing tenancy	£30.00

Rent Guarantee Policy Price upon quotation

Inventory Fee Dependant on property size
Checkout Fee Dependant on property size

The renewal cost is payable if Blue Bubble Lettings Limited is instructed to negotiate a tenancy for a fixed term either:

- at the end of an initial or existing fixed term
- or if the Landlord(s) wish to change an existing statutory periodic tenancy to a fixed term assured shorthold tenancy.

# **General Authority**

By signing this document, the Landlord(s) confirms that he/she is the sole or joint owner of the property and that he/she has the right to rent out the property under the terms of the mortgage or head lease.

Where necessary, the Landlord(s) confirms they have the mortgagee's permission to let out the property.

In the case of joint ownership, all owners must sign this Terms of Business.



# Indemnity

The Landlord(s) agrees to indemnify Blue Bubble Lettings Limited against any costs, expenses or liability incurred or imposed on Blue Bubble Lettings Limited, provided that they were incurred on behalf of the Landlord(s) in pursuit of the Blue Bubble Lettings Limited's designated duties.

To ensure that Blue Bubble Lettings Limited is able to carry out their duties, the Landlord(s) agrees to respond promptly upon receiving correspondence or reasonable requests.

## **Keys and Fobs**

The Landlord(s) must provide Blue Bubble Lettings Limited with one set of keys and electronic or secure door entry fobs or tags per Tenant.

Blue Bubble Lettings Limited are happy to provide a key holding service to the Landlord(s) at no extra charge. If the Landlords(s) opts for this service then it is their responsibility to provide the extra set of keys to be held by Blue Bubble Lettings Limited.

### **Energy Performance Certificates (EPC)**

When a property is marketed the advert must contain the asset rating of the property from the EPC. If your property does not currently have an EPC Blue Bubble Lettings Limited can arrange for one to be completed for you. If you required this service please let us know at the time of returning this agreement.

#### **Maintenance Prior to Tenancy**

The Landlord(s) will ensure that the property is in a good state of repair before letting, to include confirmation that the building and all furnishings conform to the following current regulations:-

- > Furniture and Furnishings (Fire) (Safety) Regulations
- > Gas Safety (Installation and Use) Regulations: An annual gas safety certificate is a legal requirement in any rental property with a gas supply.
- > Electrical Equipment (Safety) Regulations

# **Council Tax**

The Tenant(s) will be responsible for the payment of the Council Tax, however, if the property stands empty, is on a holiday let or certain houses in multiple occupation, the owner of the property is then responsible.

#### **Holding Fees & Deposits**

When the prospective Tenant(s) wish to proceed with letting a property, they will be asked to pay a holding fee to demonstrate serious intent. This fee will protect Blue Bubble Lettings Limited against any administrative expenses that may be incurred, such as referencing, conducting viewings and re-advertising, should the prospective Tenant(s) withdraw the application or fail

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referencing. The holding fee will not protect the Landlord(s) against loss of earning should the Tenant(s) fail to take the property. If the Landlord(s) requires a greater holding fee or deposit to be taken to guard against loss of earnings, Blue Bubble Lettings Limited should be notified in writing when returning this document.

Upon signing the Assured Shorthold Tenancy Agreement, Blue Bubble Lettings Limited will take a full deposit (equal to one month's rent) and the first month's rent in advance. The deposit will protect the Landlord(s) against any damage to the property during the tenancy or rent owing, with any deductions being made at the end of the tenancy. The deposit will be held by the Deposit Protection Service, organised and managed by Blue Bubble Lettings Limited.

The Landlord(s) are welcome to register the security deposit themselves, but proof of membership with an approved deposit protection scheme is required prior to the security deposit being released by Blue Bubble Lettings Limited to the Landlord(s).

# **Termination of a Tenancy Agreement**

The Landlord(s) should be aware that a tenancy agreement entered into on their behalf is a legally binding contract for the term agreed. As such, details of any Tenancy Agreement will be communicated to the Landlord(s) as soon as possible.

The Landlord(s) should also be aware that the legal minimum notice period to the Tenant(s) under Assured Shorthold tenancies is two months (should the contract allow for early termination) and this needs to be given even in the case of a fixed term tenancy which is due to expire.

# Instructions

The Landlord(s) should also be aware that the legal minimum notice period to the Tenant(s) under Assured Shorthold tenancies is two months (should the contract allow for early termination) and this needs to be given even in the case of a fixed term tenancy which is due to expire.

#### Insurance

The Landlord(s) shall be responsible for the Property being adequately insured and that the insurance policy covers the situation where the Property is let.

#### **Acceptance and Variation**

The terms and conditions of this Agreement may be varied by Blue Bubble Lettings Limited at any time, but only by prior written notification.

# Cancellation of this agreement

If you wish to cancel this agreement, you can do so at any point. Cancellation must be made in writing either to Blue Bubble Lettings registered address or by email. You must however indemnify Blue Bubble Lettings Limited against any costs, expenses or liability incurred or

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imposed on Blue Bubble Lettings Limited, provided that they were incurred on behalf of the Landlord(s) in pursuit of Blue Bubble Lettings Limited's designated duties.

Blue Bubble Lettings may terminate this agreement and cease any management responsibility for your property by providing you with 1 months written notice.

# **Maintenance During Tenancy**

Blue Bubble Lettings Limited is not responsible for maintenance of the property or any safety checks required by law during the course of the agreement where the Landlord(s) manage the tenancy directly.

# **Blue Bubble Letting Limited Company Information**

Blue Bubble Lettings Limited Registered office: Enterprise House, Ocean Village, Southampton, SO14 3XB Company No. 07602479



# **Complaints Process**

Any complaint regarding Blue Bubble Lettings Limited's service or staff should be sent in writing to:

David Hughes
Director
Blue Bubble Lettings Limited
Enterprise House
Ocean Village
Southampton
SO14 3XB

Your complaint will be acknowledged within 3 working days and an investigation undertaken. A written outcome of the investigation will be returned to you within 15 working days.

If you are not satisfied with the outcome, we ask that you allow us one more opportunity to resolve your complaint by contacting us again using the above contact details.

Your complaint will be acknowledged within 3 working days and an investigation undertaken. A written outcome of the second investigation will be returned to you within 15 working days.

If the complaint cannot be resolved, it can be pursued via the The Property Ombudsman (TPO) using the following details:

The Property Ombudsman Milford House 43-55 Milford Street Salisbury Wiltshire SP1 2BP Telephone: 01722333 306 Email: admin@tpos.co.uk Website: www.tpos.co.uk



# Landlord Terms of Business: Tenant Find Service

I/we confirm that I/we have read the attached Agreement and wish Blue Bubble Lettings Limited to act on my /our behalf.

I/we confirm that I/we are the sole/joint owners of the Property and have the right and, where necessary, permission to instruct Blue Bubble Lettings Limited to rent the property to Tenant(s).

Property Address
Postcode
Signed Date
Signed Date
Landlord's Full Name(s)
Landlord's Home Address
Postcode
Home Phone Number
Mobile Number
Email Address
Landlord's Bank
Bank Address
Postcode
Sort Code Account Number
Account Name
Signed on behalf of Blue Bubble Lettings Limited
Date