



**RESIDENTIAL LETTINGS,  
RENT COLLECTION & MANAGEMENT**

TERMS AND CONDITIONS OF BUSINESS,  
FEES & EXPENSES

695 Holloway Road,  
London, N19 5SE  
020 7272 1090

## **PART 1: DEFINITIONS**

In these Terms and Conditions of Business the following expression shall have the following meanings:

### **1.1 “JTM Homes”**

Archway Lettings Limited trading as JTM Homes, whose Registered Office address is 71 High Street, Great Barford, Bedford, MK44 3LF. Hereinafter referred to as the Agent, we, us and our.

### **1.2 “You” or “Landlord”**

The Landlord detailed on the confirmation of instruction page of this agreement.

### **1.3 “Property”**

The property address detailed on the confirmation of instruction page of this agreement.

### **1.4 “Tenant”**

Any one or more individuals or corporate entities introduced by us or named as Tenant or occupant in the Tenancy agreement or lease. Where the Tenant is a company the definition of the Tenant will include any parent company.

### **1.5 “The Tenancy”**

Shall mean the entire period that the Tenant remains in occupation of the property including any extension, renewal or period of holding over whether by way of memorandum, agreement or otherwise.

### **1.6 “Rent”**

Any payment to be made by the Tenant or the agent(s) of the Tenant for use of the property whether expressed to be rent, a premium or any other form of payment whether paid directly by the Tenant or his agent(s) or obtained from other means such as deduction from the Tenant's deposit.

### **1.7 “Commission”**

Shall mean the commission or fees, details of which are set out in Part 2.

### **1.8 “Stakeholder”**

Means a person, body or JTM HOMES who holds the deposit at any time from the moment it has been paid by the tenant until its allocation has been agreed by the parties to the tenancy agreement, determined by the ADR process, or ordered by the court.

### **1.9 “ICE”**

The Independent Case Examiner of The Dispute Service.

### **1.10 “Joint and Several”**

Shall mean that jointly Landlords are liable to pay the commission, fees and any other charges of JTM HOMES specified in the Agreement and individually each Landlord is liable to pay the commission fees and any other charges of JTM HOMES specified in this Agreement until all payments are made in full.

### **1.11 “Agreement”**

Shall mean the Terms and Conditions of Business signed between the Landlord and JTM HOMES.

### **1.12 “Periodic Tenancy”**

Shall mean where a fixed term Tenancy has ended and the Tenancy is continuing without a further fixed term being entered into. This is sometimes known as ‘holding over’.

### **1.13 “Calendar Day or Day”**

Means any day of the year, including Saturdays, Sundays and bank holidays.

### **1.14 “Relevant Person”**

Means person who paid the deposit or any part of it on behalf of a Tenant.

### **1.15 “Scheme”**

Means an authorised tenancy deposit protection scheme (set up in accordance with the Housing Act 2004 and operated under a service concession agreement with the government) administered by The Dispute Service Limited.

### **1.16 “Statutory Time Limit”**

Means the time limit set out in the Housing Act 2004 (as amended) in which the initial requirements of the Scheme must be met, and prescribed information must be provided to the Tenant and any Relevant Person.

### **1.17 “Working Day”**

Means a day that is not a Saturday or Sunday, nor any day that is a bank holiday under the Banking and Financial Dealings Act 1971 or any customary or public holiday in England and Wales.

## **PART 2: JTM HOMES’ COMMISSIONS, FEES AND CHARGES**

**JTM HOMES’ fees are set out in detail in the agreement below and you are reminded to read the terms very carefully.**

Under the Terms and Conditions below, you will be liable to pay JTM HOMES' commission in respect of the initial period of the Tenancy **AND ALSO in respect of periods after the end of that initial period where the original Tenant introduced by JTM HOMES remains in occupation**, whether under a new agreement or by the initial agreement being extended or the Tenant being allowed to hold-over (all of these being "Renewals"). Where there is more than one Tenant, Renewal Commission will be payable in full where any or all of them remain in occupation. Renewal Commission will be charged in advance. You will be liable to pay JTM HOMES' Renewal Commission whether or not any Renewal is negotiated by JTM HOMES; and even if you do not require JTM HOMES to perform any additional services over and above the introduction of a Tenant. **All commissions, fees and charges are subject to VAT at the current prevailing rate.**

JTM HOMES offer three services, a Letting Only Service, a Rent Collect Service and a Management Service.

**A sliding scale fee for the Letting Only Service, which is usually paid in advance, continues for as long as the Tenant Introduced by JTM HOMES remains at the property.**

The fee for the Rent Collection and Management Service is deducted from rents received and this service can be terminated by either party by giving two months' written notice.

### **2.1 LETTING ONLY SERVICE**

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#### **2.1.1 INITIAL COMMISSION**

In the event that JTM HOMES introduces a Tenant who enters into a Tenancy agreement to rent the Landlord's property (the "Initial Agreement"), commission becomes payable to JTM HOMES ("Initial Commission"). The Initial Commission is payable for any Tenant introduced to the property by JTM HOMES, whether or not the Tenancy is finalised by JTM HOMES.

JTM HOMES' initial commission is **10%** of the total rental value of the agreed term as specified in the initial agreement, plus VAT, payable in advance at the commencement of the Tenancy.

15% of the total rent payable for tenancies of less than 6 months, plus VAT, payable in advance at the commencement of the Tenancy.

#### **2.1.2 REFUNDS OF INITIAL COMMISSION**

If the Tenancy agreement is terminated in accordance with a break clause, JTM HOMES will refund any commission already received for the remaining period of the Tenancy. The commission will be refunded within 14 days of the Tenant vacating the property.

If the Tenant terminates the Tenancy agreement prior to the end of the Tenancy term and the Tenant vacates the property, JTM HOMES will refund the commission for the remaining period of the Tenancy to the Landlord to the extent that this is not recoverable from the Tenant's deposit.

### 2.1.3 RENEWAL COMMISSION

JTM HOMES will endeavour to contact both the Landlord and Tenant before the end of the Initial Agreement to negotiate an extension of the Tenancy, if so required.

In the event that the Tenant renews, extends, holds-over and/or enters into a new agreement for which rental income is received, commission becomes payable to JTM HOMES ("Renewal Commission"), subject to the sliding scale set out below and **at 12 monthly intervals** as follows:

<b>First renewal after 12 months</b>	<b>8% + VAT</b>
<b>Second renewal after 24 months</b>	<b>6% + VAT</b>
<b>Third and subsequent renewals</b>	<b>4% + VAT</b>

**2.1.3(a)** The Renewal Commission is due and payable on the commencement of each Renewal taking place. If we are not employed to collect the rent during the Tenancy, we will send you an invoice for settlement within 28 days.

**2.1.3(b)** Where a Renewal is for an agreed term, the Renewal Commission is charged as a percentage of the total rental value of that agreed term.

**2.1.3(c)** Where there is no agreed term for a Renewal, the Renewal Commission is charged as a percentage of the total rental value as if the Renewal would be for the same duration as the Initial Agreement.

**2.1.3(d)** Renewal Commission will be due in respect of Renewals where the original Tenant remains in occupation. Where there is more than one Tenant, Renewal Commission will be payable in full where any or all of them remain in occupation.

**2.1.3(e)** Renewal Commission will be due whether or not the renewal, extension, hold-over or new agreement with the Tenant is negotiated by JTM HOMES.

### 2.1.4 REFUNDS OF RENEWAL COMMISSION

If the Tenant vacates the property prior to the end of the period for which Renewal Commission has been paid, JTM HOMES will refund the commission for the remaining period. The commission will be refunded within 14 days of the Tenant vacating the property.

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## 2.2 RENT COLLECTION SERVICE

The Rent Collection Service is a separate service to the Letting Only Service and is taken on in conjunction with The Letting Only Service, in which case the Letting Only Fee of 10% will be in addition to the Rent Collection fee. The fee for the Rent Collection Service is **2.5%** of the total Rent payable for the entire length of the Tenancy and/or any extension or continuation plus VAT, payable from and at the same frequency as Rent received.

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## 2.3 MANAGEMENT SERVICE

The Management Service is a separate service to the Letting Only and Rent Collection Service and is taken on in conjunction with The Letting Only Service, in which case the Letting Only Fee of 10% will be in addition to the Management fee. The fee for the Management Service is **5%** of the total Rent payable for the entire length of the Tenancy and/or any extension or continuation plus VAT, payable from and at the same frequency as Rent received.

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## 2.4 ENERGY PERFORMANCE CERTIFICATE (EPC)

All buildings in the private rented sector require an EPC. This certificate will remain valid for ten years. Landlords are required by law to obtain and make available a copy of the EPC, free of charge, to prospective Tenants at the earliest opportunity and must provide the person who takes up the Tenancy with a copy. JTM HOMES can organise an EPC from an approved supplier at the rate of **£96.00, including VAT**.

## 2.5 INVENTORIES, CHECK-INS AND CHECK-OUTS

The charge for preparing an independent inventory and for checking the Tenant in and out will vary depending on the size of the property. The cost of the preparation of the inventory is borne by you. The check-in and check-out

cost, including VAT are shared equally between you and the Tenant. You will be advised of the costs involved prior to the compiling of the inventory. The cost will be debited to your account. JTM HOMES do not provide an inventory service, we arrange this on your behalf with an independent inventory company.

JTM HOMES does not accept liability for losses resulting from any errors or omissions within any inventory, check-in or check-out documents that are produced by a third party.

## **2.6 TENANCY DEPOSIT PROTECTION SCHEME**

JTM HOMES are members of the The Dispute Service Limited and all deposits held by us are protected by this scheme. A charge of **£120.00, including VAT** is made for each Tenancy.

## **2.7 THE GAS SAFETY (INSTALLATION & USE) REGULATIONS 1998**

All gas appliances including flues and pipe work must be checked annually by a registered engineer to ensure they are safe. A copy of a current Gas Safety Record must be provided to the Tenant before they take occupation. JTM HOMES can organise a safety inspection with a qualified engineer at the rate of **£99.00, including VAT**.

## **2.8 THE ELECTRICAL EQUIPMENT (SAFETY) REGULATIONS 1994**

The Landlord is legally responsible for ensuring that the electrical installation and all appliances within the property are maintained in good order and regularly checked for safety by an appropriate registered engineer. JTM HOMES can organise an electrical inspection with a qualified engineer. The charge for this inspection will vary depending on the size of the property. You will be advised of the costs involved prior to the inspection.

## **2.9 EXTRA PROPERTY VISITS**

- (a) In the event that we or you need to instruct a contractor to attend the property who is unable to collect the keys from our office, or give a specific date and time of call, we will charge waiting time at the property of **£25.00 per hour, including VAT**.
- (b) Upon receipt of your written instructions we can arrange for scheduled visits to your property. Visits will take place during 9.30am to 4.30pm, Monday to Friday. There will be an additional charge of **£35.00 per visit, including VAT**.

## **2.10 CHANGE OF TENANT**

In the event of a change of Tenant during the Tenancy, we will negotiate that change with you and arrange to end the current Tenancy, take up references on the new Tenant and draw up the appropriate documentation for the new Tenancy. The cost for preparing and executing the new Tenancy Agreement on your behalf is **£240.00, including VAT**. This cost is usually shared between you and the Tenant.

## **2.11 PAYMENT TERMS**

If we are not employed to collect the rent during the Tenancy we will collect our fee from initial sums paid to us by the Tenant. When a Tenancy is being extended or renewed, whether arranged by us or not, we will send you an invoice for **settlement within 28 days**. If payment is not received within the specified 28 days, an administration fee of £50.00 including VAT will be levied for every extra 28 days the payment remains outstanding.

## **2.12 INTEREST ON CLIENTS' MONIES**

Any interest accrued on Clients' money, which we hold, will be retained by ourselves to cover bank charges and other administration charges.

## **2.13 VALUE ADDED TAX**

Except where otherwise stated our commissions, fees and charges will be subject to VAT at the prevailing rate or any other tax which may take its place.

## **2.14 WITHDRAWAL FROM AN AGREED OFFER**

In the event of you instructing us to proceed with a proposed Tenancy and subsequently withdrawing such Instructions before the Tenancy Agreement is entered into, you agree to absorb the cost of the referencing procedure which the Tenants may have undertaken prior to your withdrawal. The cost for the referencing procedure is £99.00, including VAT, per Tenant.

## **PART 3: THE SERVICES**

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### **3.1 LETTING SERVICE**

Included in our Letting Service are the following:

- (a) Carry out initial assessment of the property and provide our opinion of the expected rental value, furnishings and other pertinent matters.
- (b) Advertise the property as necessary or appropriate at the agreed rental. Unless otherwise agreed, the rent quoted by us to a Tenant, on your behalf will be exclusive of gas, electricity, council tax and water rates and will be inclusive of all outgoings for which you are liable as a Landlord, such as ground rent, services charges etc.
- (c) Instruct a qualified professional to carry out an Energy Performance Certificate (EPC) when requested by you or where you have failed to do so, the cost to be debited to your account.
- (d) Introduce a prospective Tenant for the property.
- (e) Negotiate the terms of the Tenancy between you and the Tenant.
- (f) We will instruct an independent reference company to apply for appropriate references on prospective Tenants on your behalf (but not including any charges for further company investigations should you request these).
- (g) Prepare and ensure that an appropriate Tenancy agreement is signed by the Tenant. Unless we receive written instructions to the contrary we will use our standard form of Tenancy Agreement. A draft copy will be made available for inspection.
- (h) Collect the first month's rent and deposit paid by the Tenant. Unless otherwise agreed, the deposit will be a sum of equivalent to six weeks rent. If we are instructed by you to hold and register the Deposit, we shall do so under the terms of the insurance Tenancy Deposit Scheme administered by The Dispute Service Limited. The cost to be debited to your account. When providing our Letting Only service we will not become involved in any way in the agreement of charges from the deposit which must be agreed directly between you and the Tenant.
- (i) Instruct a qualified engineer to carry out a gas safety check when requested by you or where you have failed to do so, the cost to be debited to your account.
- (j) Instruct qualified engineers to carry out electrical safety checks when requested by you, the cost to be debited to your account. In the event of a HMO (please refer to 4.5g), carry out electrical safety checks where you have failed to do so, the cost to be debited to your account.
- (k) Arrange for the preparation of an independent inventory prior to the commencement of the Tenancy, and for the check in and check out with the Tenant when requested by you. The cost to be debited to your account.
- (l) Arrange for the property and carpets to be professionally cleaned prior to the Tenancy, when requested by you. The cost to be debited to your account.
- (m) We will use our best endeavours to arrange for a standing order to be set up so that the Tenant can send future rent payments into the nominated bank / building society.
  - (n) Once the Tenancy has started and we are in receipt of cleared funds from the Tenant, we aim to transfer any money due to you within three working days.
- (o) Approximately three months prior to the end of the expiry of any fixed term contract, we will write to both you and the Tenant to enquire whether both parties wish to extend the Tenancy. We will negotiate the terms, extend or renew tenancies and execute any Extension of Tenancy Agreement on your behalf. When, and if required, on receipt of written confirmation from you, we will serve the appropriate notice to end the Tenancy. We would request a minimum of three month's written notice to facilitate this notice.

### **3.2 LETTING AND RENT COLLECTION**

In addition to the letting service outlined in 3.1, JTM Homes will:

- (a) Demand and make reasonable efforts to collect rent from the Tenant on your behalf, short of issuing court proceedings. Forward net rents to your nominated bank account within 3 working days after receipt of cleared funds.
- (b) Prepare and submit monthly statements to you and/or your Accountant.
- (c) If the rent has not been paid five days after it falls due, JTM HOMES will endeavour to notify you at the earliest possible opportunity, and will attempt to obtain payment from the Tenant by means of telephone calls and a series of written notices.

### **3.3 LETTING, RENT COLLECTION AND MANAGEMENT**

In addition to the letting and rent collection service outlined in 3.1 and 3.2 JTM Homes will:

- (a) Deal with the day to day maintenance matters up to a maximum cost of £300.00 including VAT for any one item without any further instruction from you. A float of £300.00 would be set up from the initial payment of rent to provide this service. We are not able to arrange for any works prior to a letting unless we are holding sufficient funds from you to cover the costs.
- (b) Except in an emergency and wherever practical we will, if requested, obtain estimates for written approval by you where the cost of the works is likely to exceed £600.00 including VAT.
- (c) Where works exceed £2000.00 including VAT, we will charge an administration fee of 10% of the net cost plus VAT. The cost will be debited to your account unless funds have been received from you direct.
- (d) Pay your regular outgoings if requested for the property out of your available funds held by us including bills for ground rent, service charges and maintenance charges but to exclude mortgage payments, buildings insurance and contents insurance. You must instruct the relevant authorities to forward bills to us for payment and although we will do our best to query any obvious discrepancies it must be understood that we are entitled to accept and pay without question demands and accounts that appear to be in order.
- (e) Carry out a routine visit to the property twice a year (if no serious defect requiring investigation has been reported to us in the meantime) and send you a written report. It should be appreciated that these visits can only extend to apparent and obvious defects and would not in any way amount to a structural survey of the property. Any further visit, for a structural or other survey by a qualified body would be by special arrangement and subject to an additional fee payable by you. We cannot be held responsible for hidden or latent defects within the property.
- (f) If a professional Inventory was arranged by us at the commencement of the tenancy, arrange for the inventory to be checked at the termination of the Tenancy and a check out report to be supplied. Any damage that may have occurred during the Tenancy is recorded within this report. A copy of this report is sent to you and the Tenant. JTM HOMES will negotiate reasonable deductions (if any) from the deposit on your behalf. Both parties must agree what amount (if any) is to be deducted from the Deposit. JTM HOMES are unable to release Deposit monies to either you or the Tenant without the prior written consent of both parties. JTM Homes will not undertake to manage a property where a professionally prepared inventory is not in place.
- (g) Arrange and pay from your rent received the costs of any cleaning and minor repairs, on a change of Tenancy, during our management appointment.
- (h) Unless otherwise agreed in writing in advance, our appointment as Managing Agents is for the duration of the Tenancy as defined in the agreement, subject to two months written notice to terminate on either side. In the event such termination takes place, JTM Homes remain entitled to commission for introducing the Tenant as defined in paragraph 2.1 of this agreement.
- (i) Our management service does not include provision of any services or supervision of the property when it is not let. We shall be pleased to discuss arrangements for void periods, subject to a separate charge.
- (j) By signing this agreement you will give us authority to organise, and where necessary supervise, minor repair/routine works to comply with your statutory repairing obligations under Section 11 of the Landlord and Tenant Act 1985 and any other of the Safety Regulations detailed within or which may come into force during the Tenancy.

## **PART 4: GENERAL INFORMATION**

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### **4.1 SUB-LETTING**

If you are a leaseholder it is essential that:

- (a) The intended letting is permitted under the lease of the property ("Head Lease").
- (b) The period of the intended letting expires before the expiry of the Head Lease.
- (c) Your Landlord's written permission is obtained before the commencement of the letting.

### **4.2 MORTGAGES**

- (a) Where the property is subject to a mortgage, or has been used as security of a loan, permission is normally required from the mortgage lender before you may let or sub-let the property.
- (b) You must obtain your mortgagee's written permission to let your property. Please note that applying for permission after the commencement of the Tenancy could jeopardise the Tenancy.

### **4.3 OWNERSHIP**

Authority to let the property should be obtained from any joint owner(s) who should be named in the Tenancy Agreement. Where any party comprises more than one person the obligations and liabilities of that party under the Agreement shall be joint and several.

### **4.4 THE TENANCY DEPOSIT PROTECTION SCHEME**

#### **4.4.1 Assured Shorthold Tenancy Deposits**

(a) If a Tenant pays a deposit in connection with an assured shorthold tenancy ("AST") the deposit must, from the moment it is received, be dealt with in accordance with a government-authorized tenancy deposit protection scheme.

(b) The Landlord must give the Tenant and any Relevant Person 'prescribed information' about the deposit and comply with the initial requirements of an authorised scheme within the Statutory Time Limit.

(c) We are a member of the Tenancy Deposit Scheme, which is a government –authorised tenancy deposit protection scheme, administered by:

The Dispute Service Limited

PO Box 1255

Hemel Hempstead

Herts, HP1 9GN

P: 0845 226 7837 F: 01442 253193 E: [deposits@tds.gb.com](mailto:deposits@tds.gb.com) W: [www.tds.gb.com](http://www.tds.gb.com)

(d) If we receive an AST deposit on your behalf, we will serve the prescribed information and comply with the initial requirements of the Tenancy Deposit Scheme on your behalf, unless you give us prior written instructions to the contrary before we receive the deposit.

(e) If you do not want us to protect the deposit on your behalf, it will be your responsibility to protect it as required by law. A valid notice seeking possession under S21 of the Housing Act 1988 cannot be served on a Tenant whose deposit is not protected. A Tenant or any Relevant Person may apply through the courts for compensation of at least the amount of the deposit, and up to three times the deposit, if the Landlord (or someone acting on the Landlord's behalf):

- 1) fails to give prescribed information within the Statutory Time Limit; or
- 2) fails to comply with the initial requirements of an authorised scheme within the Statutory Time limit; or
- 3) notifies the Tenant or Relevant Person that the deposit has been protected in a scheme, but the Tenant or Relevant Person cannot obtain the scheme's confirmation that the deposit is protected.

(f) If you do not give us written instructions that you want to make your own arrangements for deposit protection, we will hold deposits relating to your properties under the terms of the Tenancy Deposit Scheme. We must comply with the rules of the Scheme, and this means that we will not be able to act on your instructions with regard to the deposit if those instructions conflict with the Scheme rules.

(g) The Scheme rules are available to view and download from [www.tds.gb.com](http://www.tds.gb.com). A very important point for you to bear in mind is that we must hold the deposit as “stakeholder”. This means that we can only pay money from the deposit if:

- 1) both Landlord and Tenant (and any Relevant Person) agree; or
- 2) the court orders us to do so; or
- 3) the Tenancy Deposit Scheme directs us to do so.

#### **4.4.2 During the Tenancy**

(a) We will hold the deposit as stakeholder in our client account (separate from the money we use to run our business).

(b) Interest earned on the deposit will belong to the person entitled to it under the Tenancy agreement.

(c) If the Tenancy Deposit Scheme directs us to send the deposit to them, we must do that within 10 days of receiving their direction. The Scheme will not normally direct us to send them the deposit unless there is a dispute about how it is to be paid at the end of the Tenancy.

#### **4.4.3 Where there is NO dispute about the deposit at the end of the Tenancy**

(a) At the end of an AST, we will liaise with you to ascertain what (if any) deductions you have agreed direct with the Tenant to make from the deposit. If you opted for our Management Service, we will help you to try and resolve any areas of dispute within a reasonable time obtaining quotations, estimates or arranging contractors on your behalf in accordance your instructions.

(b) Once you and the Tenant have agreed how the deposit should be allocated, we will ask you both to confirm your agreement in writing. We will then pay the deposit according to what you have agreed, within 10 days of receiving confirmation of agreement from you and the Tenant(s). We cannot pay until we have the Tenant's agreement. If you have joint Tenants, all of them must agree.

#### **4.4.4 Where there IS a dispute about the deposit at the end of the Tenancy**

(a) You must use reasonable efforts to reach a sensible resolution to the dispute as soon as practicable after the Tenancy ends.

(b) A Tenant can ask us to repay the deposit at any time after the Tenancy has ended. You must agree to us releasing promptly any part of the deposit that does not need to be held back to cover breaches of the Tenancy agreement. We will take your instructions at the time regarding the amount to be withheld.

(c) If the Tenant asks us to repay some or all of the deposit, and we do not do so within 10 days from and including the date of the Tenant's request, the Tenant can notify the Tenancy Deposit Scheme. The Scheme will then direct us to pay the disputed amount to the Scheme. We have 10 days, from and including the date we receive the Scheme's direction, to send in the money.

(d) If we protect a deposit with the Scheme on your behalf, you hereby authorise us to pay to the Scheme as much of the deposit as the Scheme requires us to send. We will contact you to keep you informed, but we will not need to seek your further authority to send the money to the Scheme.

(e) The Tenancy Deposit Scheme will review the Tenant's claim and decide whether it is suitable for independent alternative dispute resolution. Usually, this will take the form of adjudication, but it may involve assisted negotiation or mediation. “Alternative” in this context means an alternative to court proceedings. It is intended to be a faster and

more cost-effective way of resolving disputes. The Scheme does not make a charge to Landlords or Tenants for using the alternative dispute resolution service if it relates to an AST.

(f) If the Tenant's claim is referred for alternative dispute resolution, we and you will be invited to accept or contest the claim. You must notify the Scheme whether you agree to submit the dispute for alternative dispute resolution within 10 Working Days from (but not including) the date of the Scheme's communication to you. If you do not respond to the Scheme by the deadline, you will be treated as having given your consent to alternative dispute resolution.

(g) Agents and Landlords are permitted to refer a dispute about a deposit to the Tenancy Deposit Scheme. If you or we refer a deposit dispute to the Scheme, the Scheme will contact the Tenant to confirm whether the Tenant will agree to alternative dispute resolution. If there are joint Tenants, all the joint Tenants must agree. A Tenant who does not reply to the Scheme is NOT deemed to consent to alternative dispute resolution. If the Tenant (or all joint Tenants) do not agree to alternative dispute resolution, and do not agree to the deposit deduction(s) you claim, you will need to begin court proceedings if you wish to pursue your claim.

(h) If the parties agree to adjudication, the adjudicator's decision is final and there is no right of appeal. Further information about adjudication is available free to download from [www.tds.gb.com](http://www.tds.gb.com).

(i) The Tenancy Deposit Scheme will pay the disputed amount to the person(s) entitled within 10 days beginning on the date the Scheme receives notice of (a) the adjudicator's decision or (b) an order from the court that has become final or (c) an agreement being reached between you and the Tenant(s).

(j) If you order any work to be done at the property before a dispute has been resolved, you do so at your own risk. There is no guarantee, if you incur expense, that a dispute will ultimately be resolved in your favour.

#### **4.4.5 Consent to use personal information**

(a) When you agree to use our services, you agree that we may use information you give us, including information about yourself, for the purposes of performing our obligations to you. You agree that we may supply such information as is reasonably required to the Scheme.

#### **4.4.6 Our duty to provide correct and complete information**

(a) When you agree to use our services, you guarantee that all the information you provide to us is complete and correct to the best of your knowledge and belief. You agree to inform us immediately if it comes to your attention that any information was incorrect.

(b) If we suffer any loss or incur any cost because information you have given us is or was incomplete and/or incorrect, you agree to pay us the amount necessary to put us in the position we would have been in if the information had been complete and correct. This clause does not relieve us of our own obligation to use reasonable skill and care in providing our services to you, or to take reasonable steps to keep our losses and costs to a minimum once we realise that there is a problem.

#### **4.4.7 Where the Tenancy is not an AST**

(a) The deposit does not have to be protected by law. However, the Tenancy Deposit Scheme will make its independent alternative dispute resolution service available to you as our client, because we are a member of the Scheme.

(b) If a dispute arises you, we or the Tenant will contact the Scheme. Then:

1) the Scheme will propose what they consider to be the most effective way of resolving the dispute (assisted negotiation, mediation, adjudication or arbitration);

2) you, we and the Tenants must consent in writing to the proposed method if we all want to proceed (if we don't, the options are to negotiate or litigate);

3) the parties will have to pay a fee of £500 + VAT (or such other minimum fee as the Scheme may set from time to time) or 10% of the deposit plus VAT, whichever is the larger amount.

(C) The Scheme will not start the dispute resolution process until all parties have agreed in writing to use the Scheme and paid the applicable fee and the disputed deposit to the Scheme.

#### **4.4.8 Where you instruct us that you do not want us to protect an AST deposit**

(a) If the deposit relates to an AST and you decide to hold the deposit yourself, you must tell us before the Tenancy agreement is signed. We will notify you of the date we receive the deposit and aim to transfer the deposit to you within 5 days of receiving it. By law you must then register the deposit with an authorised Tenancy deposit protection scheme within 30 days of the date we received it. You must also give the Tenant(s) and any Relevant Person 'prescribed information' about the deposit. If you do not do both these things within 30 days of us receiving the deposit, the Tenant or any Relevant Person can take legal action against you. The court can make an order stating that you must pay the deposit back to the Tenant, or lodge it with the custodial scheme run by the Deposit Protection Service. The court will then also order you to pay compensation to the Tenant of between one and three times the amount of the deposit.

(b) By law, you may not serve a notice seeking possession under section 21 of the Housing Act 1988 notice until you have served the prescribed information. If you have not complied with the initial requirements of an authorised Tenancy deposit protection scheme, you cannot serve a s21 notice until you have returned the deposit (or the agreed balance of it) to the Tenant, or court proceedings relating to the return of the deposit have been disposed of.

(c) If you instruct us that you do not want us to protect an AST deposit, we shall not be liable to you for any loss suffered or cost incurred if you fail to comply with your obligations to protect the deposit and give prescribed information. You must pay us for any loss or inconvenience suffered or cost incurred by us if you fail to comply with those obligations. This clause will not apply if the reason for your failure is because we failed to send you the deposit within 20 days of receiving it.

#### **4.4.9 Joint Landlords**

(a) If there is more than one Landlord, any of you will be able to participate in alternative dispute resolution. TDS does not accept liability to any one or more joint Landlords for acting on the instructions of any other joint Landlord. TDS does not accept directions from joint Landlords to deal only with instructions agreed unanimously by joint Landlords. If you want all decisions to be made jointly, this is something that should be agreed between the Landlords. It will then be a matter for the Landlords to resolve among themselves if one or more of them have not complied with that agreement.

### **4.5 STATUTORY REQUIREMENTS AND SAFETY REGULATIONS**

There are a number of regulations that govern the letting of residential property to which all Landlords must comply. The penalties for failing to do so are severe and could result in heavy fines/and or imprisonment.

Please ensure that you are fully acquainted with your liabilities under the regulations and ask for further guidance or advice if necessary.

#### **(a)Energy Performance Certificate**

A Landlord must provide an Energy Performance Certificate (EPC) to all new Tenants before signing the Tenancy Agreement. The EPC must be made available before the property is marketed and a prospective Tenant is entitled to see a copy before viewing a property. This certificate gives an energy efficient rating as well as an environmental impact rating for the property. A Landlord is not obliged to carry out any recommendations on the report.

#### **(b)The Furniture and Furnishings (Fire) (Safety) Regulations 1988 (amended 1993)**

All upholstery and upholstered furnishings supplied as part of the Tenancy must comply with current fire resistance standards. Such furnishings must carry the appropriate permanent labels to show that they comply. Any furnishings that do not comply with the regulations will have to be removed prior to the start of the Tenancy.

It is worth noting that furniture manufactured prior to 1950 is not covered by the regulations because the defective materials which are now prohibited were not in use at the time.

#### **(c)The Gas Safety (Installations and Use) Regulations 1998.**

The regulations state that all gas appliances, pipe work and flues must be checked annually by a GASSAFE registered engineer to ensure they are safe. At the commencement of any Tenancy, a copy of a current Gas Safety Record must be provided to the Tenants. Annual checks are required thereafter and new Safety Records must be provided to the Tenants within 28 days of the expiry of the previous one. Records should be retained for a period of two years from the date of the check and made available for inspection upon request.

#### **(d)The Electrical Equipment (Safety) Regulations 1994**

The Landlord is legally responsible for ensuring that the electrical installation and all appliances within the property are maintained in good order and regularly checked for safety by an appropriate registered engineer. The regulations make it very clear that equipment must be safe and not cause danger.

In order to meet these requirements the electrical supply and all electrical appliances must be tested by a "competent" person such as an NIC qualified electrician. A check annually is recommended. Instruction booklets or written instructions should be left in the property.

#### **(e)Smoke Detectors**

The Department of Environmental Health brought out regulations governing the installation of smoke detectors in new homes, which are incorporated in the Building Regulations 1991. Since June 1992 all new homes must be fitted with mains operated smoke detectors. Although there are no such regulations for older properties, it is advisable to install at least battery operated devices on each floor and ensure that they are checked regularly.

#### **(f)Landlord and Tenant Act 1985**

Sections 11 to 16 of the above Act state that you must keep in repair and good working order: (a) the structure and exterior of the property (including the drains, gutters and down pipes) in good order and repair; (b) the installations for the supply of water, gas and electricity and space heating and hot water and; (c) sanitation including basins, sinks, baths and sanitary conveniences.

#### **(g)The Management of Houses in Multiple Occupation (England) Regulations 2006**

Under the Housing Act 2004 a House in Multiple Occupation (HMO) is defined as accommodation occupied by three or more persons forming more than a single household; in other words three or more unrelated persons.

There is specific reference in The Management of Houses in Multiple Occupation (England) Regulations 2006 ("2006 Multiple Occupation Regulations") to having fixed electrical installations inspected and tested at regular intervals. Where a Landlord is letting a property to three or more sharers he/she must: (a) ensure that every fixed electrical installation is inspected and tested at intervals not exceeding five years by a person qualified to undertake such inspections and testing; (b) obtain a certificate from the person conducting that test, specifying the results of the test; and (c) supply that certificate to the local housing authority within 7 days of receiving a request in writing for it from that authority.

### **4.6 INSURANCE**

You must ensure that the building and contents insurance cover for the property is adequate and covers properties that are let. Please note that many household policies do not automatically provide such cover.

### **4.7 OVERSEAS LANDLORDS AND TAX**

If you are resident overseas or taxed as such we require you to complete Inland Revenue Form NRL1 "Application To Receive UK Rental With No Tax Deducted". The form is available and must be forwarded by you to the Inland Revenue on completion. If the Inland Revenue refuse or fail to issue us with an exemption certificate, we will be legally obliged to deduct base rate tax from the rental income and remit the same to the Inland Revenue. You agree to indemnify JTM Homes against all payments of tax, interest thereon and penalties levied in connection with your tax affairs.

#### **4.8 INSTRUCTION OF SOLICITORS**

Where appropriate, you will be advised of any rent arrears or breaches of Tenancy which come to our attention. However, if necessary for a solicitor to take action, you will be responsible for instructing your own solicitor and for all fees involved.

#### **4.9 MAIL**

It is not part of our normal function to forward your mail. No responsibility can be taken for mail sent to you at the property. We recommend that you arrange for it to be redirected by the Post Office.

#### **4.10 LANDLORD AND TENANT ACT 1987**

We are obliged to include your full name and address on all rent demands. If your address is outside England and Wales, then we must provide the Tenant with an address within England and Wales to which notices may be served upon you. We require this information prior to the Tenancy. If this information provided changes during the Tenancy we must be informed immediately.

#### **4.11 ACTS OF THIRD PARTIES**

We will not be responsible for any loss, or damage, that you suffer through the act, default, or negligence of any third party.

#### **4.12 RENT**

We cannot be held responsible if the Tenant fails to pay their contractual Rent or for any late payment of Rent.

#### **4.13 MAINTENANCE**

You have a statutory responsibility for the upkeep of the property pursuant to Section 11 of the Landlord and Tenant Act 1985. Your responsibilities under this Act are to keep in good order and repair the structure of the property, to keep in good repair the appliances for supply of gas, electricity and water, to keep in repair the appliances for supply of space heating and water heating and to keep repair the sanitary appliances.

#### **4.14 KEYS**

At the start of a Tenancy we will require a full set of keys for each Tenant and/or occupant. If you are unable to supply us with the correct amount of keys we can arrange for further keys to be cut at your expense.

If you opt for the Management Service, we require a set of keys in order to be able to manage your property effectively. These will be held in our secure system and made available to our approved suppliers or any other party authorised by you.

#### **4.15 DATA PROTECTION AND PRIVACY POLICY**

JTM HOMES is registered under the Data Protection Act 1998 and we undertake to comply with the Act in all our dealings with your personal data. We will keep your personal information secure.

#### **4.16 COMPLAINTS PROCEDURE**

Should you encounter a problem with JTM HOMES' service which you are unable to resolve with the member of Staff involved or the Lettings Manager, you should write to the Director of the company at 695 Holloway Road, London, N19 5SE. This complaint will be acknowledged within five working days of receipt and an investigation undertaken. A formal written outcome of the investigation will be sent to you within 20 working days. This letter will confirm that you are entitled, if dissatisfied to refer the matter to the Ombudsman within six months for a review.

#### **4.17 VARIATIONS**

Variations to this agreement will only be valid if agreed in writing with JTM Homes and signed by a Lettings Manager.

## CONFIRMATION OF INSTRUCTIONS

The Letting and/or management of your property cannot proceed until this document has been signed, dated and returned to us.

To proceed, please confirm your instructions by returning this document with the sections below fully completed and signed.

Landlord 1 (full name) .....

Landlord 2 (full name) .....

Address of Property to be let .....

..... Postcode .....

1. I/We accept these terms and conditions of business and wish JTM Homes to provide the service marked below on the terms stated herein.

Letting Service 10%

Letting Service and Rent Collection 12.5%

Letting Service, Rent Collection and Management 15%

2. I/We warrant that I/we are the legal owner/s of the Property and have full power and entitlement to enter into this agreement.
3. I/We am/are aware that the Property is mortgaged and it is my/our responsibility to notify the mortgagee of my/our intention to let.
4. I/We have been advised that if I/we hold a lease to the Property, then the freeholders consent may be required under the terms of the lease.
5. I/We have been advised that I/we must insure the Property and any contents belonging to me/us and notify the insurers of the intended letting.
6. I/We have been advised of my responsibilities under the safety regulations referred to in 4.4 within these terms and conditions.
7. I/We declare that for the duration of the Tenancy. I/we shall be Resident in the UK for tax purposes / Non Resident in the UK for Tax purposes \* I/We further declare that should my/our status change during the Tenancy I/we will notify JTM Homes immediately of that change. (\* please delete as appropriate)
8. I/We will notify the relevant telephone company, the Council Tax Office and the Gas, Electricity and Water Companies of the Tenancy and I/we will arrange for all accounts to be settled prior to the commencement of the let. I/We am/are aware that due to the Data Protection Act, JTM Homes are unable to notify these companies on my/our behalf at any time.
9. I/We have chosen the following government-authorised tenancy deposit protection scheme:
- The Deposit Protection Service
- Tenancy Deposit Solutions Limited



The Dispute Service

Signed ..... Dated ..... 20 .....

Signed ..... Dated ..... 20 .....