

**Terms and Conditions of Business**  
**Oxford Assured Letting Guaranteed Rent Service**

**This agreement is dated:**

**It will commence upon the start date of an assured shorthold tenancy at the property.**

**This is an agreement between:**

**(1) Oxford City Council of Town Hall, Oxford, OX1 1BX (“the Agent”)**

And

**(2) \_\_\_\_\_ (“The Landlord”)**

**IT IS AGREED as follows:**

**1. Definitions**

1.1 In this agreement the following expressions shall have the following meanings:

**“The Property”** *(insert address)*

**“The Assured Shorthold Tenancy Agreement”** means the agreement comprising an assured shorthold tenancy in the form annexed hereto

**“Contract Period”** Fixed period of 12 months and will roll over to a monthly periodic contract unless this agreement is previously terminated in accordance with clause 5

**“Rent”** means rent figure as stated on the Tenancy Agreement

**“The Guaranteed Rent”** means the rent figure as stated on the Tenancy Agreement.

**“The Homelessness Legislation”** means the Housing Act 1996 (amended 2002)

**“Party”** means either party to this Agreement

**“The Property Manager”** means a representative of Housing Needs which is a department within Oxford City Council

**“Services”** means the Rent Collection Services Set out in Clause 3 to be provided by the Agent in relation to the Property.

**“The Tenancy Agreement”** means the agreement entered into by the Tenant and the Landlord in respect of the Property pursuant to this agreement

**“The Tenant”**

means the tenant of the Property serviced under this agreement

- 1.2 Unless the context requires otherwise, neutral words shall include the masculine and the feminine and vice versa, and singular words shall include the plural and vice versa.

**2. Appointment**

- 2.1 The Landlord appoints Oxford City Council to be his agent to perform the rental collection Services during the Contract Period.
- 2.2 By entering into this agreement the Landlord confirms that no introduction of a prospective tenant has already been made and that he will not instruct any other agent to let the Property during the Contract Period.
- 2.3 The Agent will perform the Services within Oxford City Council service standards.
- 2.4 The Landlord must sign within seven days any tenancy agreement or notice or other document relating to the letting or management of the Property as requested by the Agent.
- 2.5 The Landlord agrees that in the event of a dispute between the Landlord and any tenant or tenants of the Property, the Agent shall first attempt to resolve the matter and if that fails the issue shall stand referred to an agreed mediation service.
- 2.6 The Landlord authorizes the Agent to act for and on his behalf in enforcing the terms of the Tenancy Agreement.

**3. The Agent agrees with the Landlord to provide the following Services:**

**3.1 Rent**

- 3.1.1 The Agent will provide Valuation Office Agency advice on the appropriate rental value for the property.
- 3.1.2 The Agent will guarantee the rent agreed between the Landlord and the Agent for the term of the Tenancy Agreement or the duration of the tenancy if this is less than the term of the Tenancy Agreement.
- 3.1.3 The Agent will pay the agreed Guaranteed Rent three months in advance by BACS on an agreed date regardless of the rent being received from the Tenant provided that the Landlord has provided all the necessary documents required by law.
- 3.1.4 The Landlord agrees that the Guaranteed Rent shall not be payable during any period that the Property is unoccupied and the Tenant is not liable to pay the Rent, save that the Agent shall pay the Guaranteed Rent for any period the Property is unoccupied between lettings for a period of up to three weeks provided that the Property is fit for habitation and available to let.
- 3.1.5 If the Landlord fails to co-operate with the Agent with regard to 3.9a and 3.9b then the obligation on the part of the Agent to guarantee the rent in accordance with 3.1.1 and to pay the Guaranteed Rent three months in advance under 3.1.2 shall cease forthwith upon written notice by the Agent.

**3.2 Tenants**

- 3.2.1 The Agent will identify tenants who are specifically identified as being in housing need or who are facing barriers to accessing private rented sector accommodation as determined by the relevant Council department.

### **3.3 Marketing**

3.3.1 The Agent may take and retain photographs of the Property for the purpose of marketing.

3.3.2 The Agent may place details of the Property on our own website.

3.3.3 The Agent will accompany all prospective tenants through the Property during viewings if requested by the Landlord.

3.3.4 The Agent will provide feedback, on request, as to progress with viewings.

### **3.4 Tenant references**

3.4.1 The Agent will check all Tenants for a history of rent arrears and anti-social behaviour and ensure these matters have been addressed or decline acceptance on the scheme

3.4.2 The Agent will carry out investigations of all prospective tenants in accordance with the Homelessness Legislation which will include their housing history and their reason for being threatened with homelessness.

3.4.3 The Agent will interview all prospective Tenants prior to property viewing to ensure that they are suitable for a sustainable placement in the private rented sector and can afford to pay the rent for the Property.

### **3.5 Tenancy agreement**

3.5.1 The Agent will draft and supervise the signing of the Assured Short hold Tenancy Agreement unless instructed otherwise.

3.5.2 This form agreement may not be altered without the Agent's consent (such consent not to be unreasonably withheld)

### **3.6 The Deposit**

3.6.1 A deposit bond equal to 5 weeks' rent will be held by the Agent against damage/court fees accruing in respect of the Property.

3.6.2 The maximum liability that the Agent will have against any claim made by the Landlord will be limited to the amount of deposit held against the Property.

3.6.3 The Landlord may claim against this sum for damage (not fair wear and tear) to the Property or its fixtures and fittings but is under an obligation to mitigate his loss in respect of such damage and must provide evidence of such loss such as with receipts and proof of any damage.

3.6.4 Any claim against the deposit must be given to the Agent in writing within 28 days of the date the Tenant vacates. Failure to comply with this may lead to the claim being rejected.

### **3.7 Accreditation**

3.7.1 Despite Landlord shall not be bound to join; The Agent will encourage the Landlord to join the Oxford Landlord Accreditation Scheme which is currently free

### **3.8 Utilities**

3.8.1 The Agent will assist the Tenant(s) with setting up the utility accounts for the Property.

3.8.2 The Agent will notify the Local Authority for Council Tax purposes of the Tenant's occupation.

### **3.9a Legal action (end of tenancy)**

3.9a.1 If possession of the Property is required and the tenant is not at fault, the Landlord will be responsible for the payment of all fees, costs and presentation of papers and attendance at court relating to such matters depending on the situation. The Agent will require the Landlord to sign all relevant court and other documents and to seek possession through the courts to obtain vacant possession of the property in such circumstances.

**3.9b Legal Action (breach of tenancy)**

3.9b.1 If possession of the property is required due to the tenant breaching the terms of the tenancy agreement e.g. rent arrears, then the Agent's legal representatives will sign all relevant court and other documents and to seek possession through the courts to obtain vacant possession of the property (see 3.9b.2 below).

3.9b.2 Failure by the Landlord to meet the requirements of the Agent in recovering vacant possession of the property as per 3.9b.1 in a reasonable time frame (usually 5 working days) shall be treated as a material breach of this agreement and it may be terminated with immediate effect.

**3.10 Works in default**

3.10.1 The Agent reserves the right to use its own contractor at the Landlord's expense to complete repairs that are required to maintain the Property within Health & Housing Safety Rating regulations if the Landlord has previously been notified of defects requiring repair and has failed to make the necessary repairs within a reasonable timeframe set by the Residential Regulation team.

**4. On signing this agreement, the Landlord warrants and agrees as follows:**

**4.1 Property ownership**

4.1.1 The Landlord warrants that he is the rightful owner of the Property or is legally and properly authorized by the rightful owner to let the Property on their behalf and appoint the Agent.

**4.2 Interested parties**

4.2.1 The Landlord warrants that any other interested parties in the Property (the mortgagor, the freeholder etc) have been notified that the Property is to be let and written permission from such interested parties has been obtained where necessary.

4.2.2 The Landlord warrants that any lease on the Property does not expire before the end of the intended tenancy and does not know of any reason why such lease may be forfeit.

**4.3 Insurances**

4.3.1 The Landlord warrants that the Property is fully insured against fire, flood, accidental damage and public liability as required and that the insurance company has been notified that the Property is to be occupied by tenants and undertakes to produce a copy of the policy and the last premium receipt on demand by the Agent.

**4.4 Property maintenance**

4.4.1 **The Landlord warrants** that as required under Section 11 of the Landlord & Tenant Act 1985, he will keep in good repair the structure and exterior of the Property including drains, gutters and external pipes; to keep in repair and proper working order installations for supply of water, gas, electricity and sanitation; and to keep in repair and proper working order the installations for space heating and water heating.

4.4.2 **The Landlord warrants** it will maintain the Property to a good standard of repair throughout the Tenancy whilst occupied by the Tenant(s) and carry out all necessary repairs and maintenance as and when required as stated within the terms of the Tenancy Agreement

- 4.5 Tax**
- 4.5.1 The Landlord warrants that he will pay all income tax and capital gains tax in relation to the Property and indemnifies the Agent against any non-payment.
- 4.5.2 The Landlord agrees that if he is resident overseas the Agent may be required to withhold a proportion of rental income (equivalent to the basic rate of tax) and pay this directly to HMRC unless it receives specific written exemption from HMRC not to do so.
- 4.6 Sale of the Property**
- 4.6.1 The Landlord agrees that if the Property is sold to a third party and the Tenant introduced by the Agent remains in occupation the Landlord will be liable for any costs until the Tenant vacates the Property or that this agreement will be assigned to the third party.
- 4.7 Indemnity**
- 4.7.1 The Landlord agrees to indemnify the Agent against any charges or costs arising from or relating to the Property
- 4.7.2 The Landlord agrees to indemnify the Agent within 28 days of a demand for payment against the Agent for all claims, costs and expenses of whatever nature made against the Agent concerning the Landlord and the Property.
- 4.8 Legislation compliance**
- 4.8.1 The Landlord agrees fully to comply with the furniture & furnishings (fire) (safety) (amendment) regulations 1996; Gas Installation (Safety & Uses) Regulations 1996; Electrical Equipment (Safety) Regulations 1194 or amendments that may apply during the period of any tenancy plus any other regulation referred to within this agreement or that may apply at any time. The Agent reserves the right to remove any landlord furniture that does not comply with any regulation or legislation
- 4.8.2 The Landlord agrees to carry out an annual Gas Safety Check and provide a copy of the safety record to the Agent and tenant. If the landlord fails to perform this check during the tenancy, it will be carried out by the Agent at the Landlord's expense together with a charge of £200 plus VAT.
- 4.8.3 The Landlord agrees to carry out an electrical safety inspection prior to the first tenancy and maintain thereafter and provide a copy to the Agent. All smoke and CO alarms to be tested at sign up.
- 4.9.4 The Landlord agrees to leave instruction books for all appliances and latest How to Rent Government booklet at the Property.
- 4.8.5 The Landlord agrees to obtain an Energy Performance Certificate (Certificates and Inspections/England & Wales Regulations 2007) or amendments that may apply during the period of the Tenancy and provide a copy to the Agent
- 4.8.6 The Agent shall regard any non-compliance with the above regulations as a material breach of this agreement and may terminate it forthwith.
- 4.9 Rents**
- 4.9.1 Unless otherwise agreed the Rent quoted to a Tenant by the Agent on the Landlord's behalf must be inclusive of all outgoings for which the Landlord is responsible (e.g. ground rent, service charges, etc) with the exception of gas, electricity, the telephone service and fuel oil fired heating system, Council tax and water rates.
- 4.9.2 The Landlord agrees that any rent paid (in error) by the tenant to himself should be returned to the Managing Agent because the tenant pays all rent to the agent.

**4.10 Fraud and Bribery/Fit and Proper person**

4.10.1 The Landlord warrants that it has not committed any offences under the Bribery/Fraud Act 2010 and Housing Acts and acknowledges that should it do so the Agent will be entitled to terminate this agreement without notice.

**4.11 Changes in Details**

4.11.1 The Landlord agrees to advise the Agent in writing, of any changes that affect this agreement or the Tenancy

**5. Termination and Notice**

5.1 Either party may terminate this agreement by giving 30 days' notice in writing after the contract period.

5.2 If the Agent shall fail to let the property within a period of 30 days from the commencement of this agreement or 30 days of the end of a Tenancy then the Landlord may terminate this agreement at the end of the 30 day period on written notice.

5.3 The Agent reserves the right to make changes to its charges, services and terms of business as necessary; and any such changes shall be notified to the Landlord at least two months before they come into effect. And the Landlord may if it so wishes terminate this agreement on 30 days' prior written notice before the changes comes into effect.

5.4 Any notice or other communication which is to be given by either Party to the other shall be given by letter (delivered by hand, post, registered post or by the recorded delivery service), by facsimile transmission (confirmed by letter). Such letters shall be addressed to the other Party at the address for the receiving party stated above. Provided the relevant communication is not returned as undelivered, the notice or communication shall be deemed to have been given [2] working days after the day on which the letter was posted. In the case of facsimile transmission this will be four hours, or sooner where the other Party acknowledges receipt of such letters, facsimile transmission

5.5 It is hereby expressly agreed and declared that none of the provisions of this Agreement are intended to or will operate to confer any benefit pursuant to the Contracts (Rights of Third Parties) Act 1999 on any person who is not named as a party to this Agreement

5.6 If the agreement is ended by the Landlord and rent has been paid in advance this rent is repayable to the Agent.

Signed by a duly authorised officer of the Parties the day and year first before written:

The Landlord

The Agent

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_