



a guide to letting your property

## Why do you need the services of a letting agent?

Letting your property is a complex and time consuming business and there are numerous regulations that, as a Landlord, you are legally liable to comply with.

If you can dedicate the time and resources required and have a comprehensive understanding of the various laws surrounding the letting of residential property then read no further.

However, if you would rather have peace of mind knowing that someone else is taking on that responsibility for you and ensuring that you fulfil all your legal obligations then please read on.

This guide is intended to give you all the information you will need to consider before renting out your property. It will answer the most commonly asked questions and explain the services we offer to you, as a Landlord.

At the end of this guide are our company's Terms & Conditions. Please read through these, sign where indicated and return to our offices as soon as possible.

At **Robert Stanford Estates** our local knowledge and high levels of service is best proved by our commitment in the letting's market place.

We deal with professional Landlords and Tenants on a daily basis and understand your needs and motivations when letting your home.



Forest Hill Offices

## What should I do to make sure my property is ready to be let out?

Once you have taken the decision to let out your property you should consider the following points

1. Is the property in good structural and decorative order?
2. Have any necessary repairs been completed to your satisfaction prior to the commencement of the tenancy ?
3. Have you complied with all electrical and gas regulations on appliances that you are providing for the tenants?
4. Have you made sure that all your furniture and furnishings comply with fire safety regulations?
5. If you are providing beds it would be advisable to also provide mattress protectors.
6. If you are re-decorating please keep it simple.
7. Do not leave any bed linens, televisions, video equipment etc behind.
8. Do not leave anything valuable behind.
9. Remember even if you are letting your property unfurnished you are still expected to provide carpets, curtains/blinds, cooker, fridge etc.
10. Get the property professionally cleaned prior to the commencement of the tenancy - the tenancy provides that the property be given back in the same condition (subject to wear and tear)!
11. Consider having a professional inventory drawn up so that you are protected at the end of the tenancy. With the new Deposit Protection Scheme a detailed inventory will be vital in the event of a dispute.
12. Supply enough sets of keys for each tenant and a spare set for the managing agent - otherwise we will charge an administration fee to have the additional sets cut.
13. Make sure that you have provided instruction books, service contracts and guarantees etc. to the managing agent.

## Do I need an inventory?

**Yes, yes, yes!**

We cannot stress enough how important it is to have a comprehensive Inventory drawn up of the property and its contents.

With the introduction of the “Tenancy Deposit Protection Scheme” in April 2007 now, more than ever, it is imperative that every Landlord have a professionally prepared inventory.

The inventory is designed to protect the interest of all parties involved - ensuring that the property is returned to the Landlord in the condition in which it was let, subject to normal usage, whilst safeguarding the tenant's deposit. The thoroughness of the inventory reduces the likelihood of any disputes arising between the parties - however - if a dispute does arise at the end of a tenancy, under the new legislation the matter will be referred to an arbitrator to make a final and binding decision. The arbitrator will, of course, rely heavily on the inventory.

For this reason we use the services of a specialist company to compile inventories and to attend both the “Check In” and “Check Out”. The cost of these services are additional and more details, together with the costs, can be obtained from our offices.

We strongly advise against attempting to prepare your own, in our experience an inventory prepared by a Landlord is often poorly thought out, does not record enough important detail and is often challenged by a tenant. Because of this we do not accept Landlord's inventories, if you do wish to draw your own up, we will pass it to the tenant on your behalf at the commencement of the tenancy. Please note that we will not be held responsible for “checking” through it.

“As a Landlord, it is important to me to keep my portfolio of properties **rented quickly** with good quality tenants. Robert Stanford continues, as my first choice of agent, to fulfil these needs. The staff at Robert Stanford have been **extremely professional** and proactive in both finding tenants and help/advice when needed.”

Mr S Ulrich

### **Do I need to inform my mortgage company?**

If you have a mortgage on the property you will be renting out, you must consult your lender and any other party that may have a charge registered, to advise them of your intention to let.

Many mortgage lenders will require you to gain their "permission to let" in writing prior to the commencement of any tenancy. Therefore it is advisable to get this out of the way as early as possible rather than waiting until a tenant has been found.

### **Do I need to inform my Freeholder if my property is leasehold?**

If your property is Leasehold or you are a Tenant you must make certain of the following;

- i. That the intended letting is permitted by your lease.
- ii. That the tenancy is for a period expiring before the termination of your lease.
- iii. If your lease states that you must obtain written consent from the Freeholder prior to entering into an agreement to let or sublet your property please ensure that you organise this immediately, do not wait until a tenant has been found.

### **Will I still be liable for the payment of Council Tax?**

The London Borough of Lewisham Council confirms that the payment of council tax is the tenant's responsibility, even in the event of sharers, as long as the tenants are held "Jointly & Severally Liable" on the Tenancy Agreement itself.

It is therefore vital that the Landlord informs the council at the commencement of each and every tenancy - if we are managing the property for you we will do this on your behalf.

However, if the property is a "House in Multiple Occupation" (HMO) then the responsibility for the payment of the council tax remains that of the Landlord's. See page number 9. Similarly, if a Landlord has let rooms out on an individual basis, placing door locks on bedroom doors etc, then, again, the council will hold the Landlord liable.

It should also be noted that where a property is not self contained, with the Landlord residing as a "Resident Landlord" once again the Landlord is responsible for the charge.

### **Do I pay Stamp Duty when I let my property?**

Both the stamp Act 1891 and the Finance Act 1999 have been replaced by the Finance Act 2003.

Changes in the Finance Act of the 1st December 2003 mean that there is no real need to have a Residential Tenancy Agreement stamped in order for it to be legally accepted by a court - as long as the Tenancy is for less than 7 years and the total rent received over the duration of the tenancy is less than £120,000.

However, there is a registration process for any Tenant in rented accommodation; this confirms that the Tenant is legally entitled to be in the property. The procedure is a self certification application submitted via HM Revenue & Customs, along with other documents, to the Land Registry.

HM Revenue & Customs are happy to give their consent where they are satisfied that the lease complies with conditions outlined above.

The Act makes no distinction between a furnished or unfurnished property. HM Revenue & Customs have produced a "Stamp Duty Land Tax Calculator" which can be viewed at [www.hmrc.gov.uk](http://www.hmrc.gov.uk) and if you have any further enquiries regarding this legislation you can also contact the Stamp Office Helpline on: 0845 603 0135.

### **Who pays for the utilities, ground rents etc.?**

Payments for the supply of services to the property are the responsibility of the tenants and the relevant suppliers should be notified accordingly at the commencement of the tenancy. These can include gas, electric, telephone, water, TV Licence etc.

Unless otherwise specified the monthly rent agreed with a Tenant must be inclusive of any outgoings for which you remain responsible (i.e.; ground rent, service charges, etc)

We would advise you to read all meters just prior to the commencement of a Tenancy. If you are using the services of our recommended Inventory Clerk; this will be carried out as part of their service.

Please could you ensure that you inform us of your respective service suppliers so that these details may be given to the prospective tenants.

### **What do I do about Insurance?**

It is the Landlord's responsibility to ensure that the property itself and all remaining contents are adequately insured and that your insurance policy covers your property being rented to tenants; many household policies do not do so. You should inform your insurers of your intention to let the property as failure to do so may affect any claim.

It is the tenants responsibility to insure any of their own furnishings/contents that are moved into the property.

When instructed to manage the property we will also require details of all relevant current insurance policies relating to the property and its contents.

If you would like to obtain a quote for Landlords Household Insurance we can supply you with the contact details of an FSA Registered company specialising in this area.



Forest Hill

### Do I need to be aware of any safety regulations?

There are various safety regulations concerning the letting of residential property, whether furnished or not. Please read these carefully - they will explain your legal obligations under these regulations.

Please note that, particularly, in the case of the Gas Safety legislation, we are also liable, as your agents, to comply with the regulations. Unless you can furnish us with a current CORGI Landlord's Gas Safety Certificate for the premises we will automatically have this inspection carried out and add the cost of the same to our commission account. This safety check, by law, has to be carried out prior to the tenant's occupation.

If you have informed us that you will provide a Gas Safety Certificate, please note that the commencement of the tenancy will be delayed until we are in receipt of this.

Failure to comply with any of these regulations will result with a hefty fine or a term of imprisonment! In addition to which failure to comply could invalidate any buildings /contents insurance cover you have on the premises.

### Fire safety

Under the Furniture and Furnishings (Fire Safety) Regulations it is an offence to "supply" furniture as part of a rented furnished property which does not comply with the Fire Resistance Requirements contained in Regulation 14.

Soft furnishings include permanent or loose covers on three piece suites or similar dining chairs. The only furnishings exempt from this act are those manufactured prior to 1950. The regulations apply to all upholstered furniture and loose fittings, upholstery, permanent and loose covers, beds mattresses, pillows, scatter cushions and bean bags. It does not apply to carpets and curtains.

Furnishings manufactured after March 1993 have to be manufactured in line with these standards. However, if your furniture was prior to this date or obtained second hand it should be labelled clearly to show it conforms.

If the property you are letting does not comply and you are using Robert Stanford to find a tenant only we would strongly advise you to ensure that all these regulations are complied with prior to the tenant moving in.

### Gas safety

The Gas Safety Regulation 1988 states: It is the Landlords, or their agent's, responsibility to ensure that any gas appliances within the property are tested by a Corgi Registered operative, on a yearly basis, to ensure all appliances comply with the safety regulations.

The act states that Landlords (or their managing agents) must maintain a record of when each gas appliance and installation was checked, the defects found (if any) and the remedial action taken. A copy of the certificate must also be handed to the tenants for their information.

Appliances include gas fired central heating systems, gas cookers, water heaters, gas fires etc.

If Robert Stanford manage the premises on your behalf this will be automatically carried out once a year and a standard charge will be deducted from the rent accordingly. Failure to comply will result in a £5,000 fine and could also invalidate any insurance cover you have.

If any defects are found during the course of the inspection our operative will automatically arrange for their repair and the money will be deducted from your account.

Any appliances owned by the tenants are their responsibility and we will not include these in the annual inspection.

If you have chosen to manage your property yourself please ensure this annual inspection is carried out. We would be happy to recommend you to a Corgi registered engineer.

NB. Please note that we must have a hard copy of a valid "Gas Safety Certificate" on our file **prior** to the commencement of the tenancy. Failure to provide us with a valid copy of the certificate will result in the delay of the tenancy contract being signed and commencing.

### Electrical equipment safety

In recent years new regulations have been introduced to improve safety in residential rented accommodation. Every Landlord who owns a property which is let to tenants should be aware of the following...

The Low Voltage Electrical Equipment Safety Regulation state that it is the Landlords, or their agents, responsibility to ensure that any electrical appliances within the property are safe for the tenant to use and where appropriate the instruction booklets must also be provided. These cover all mains voltage household goods including cookers, kettles, vacuum cleaners, washing machines, immersion heaters etc.

Unlike the Gas Safety Regulations it is not a condition to carry out annual inspections, however, in order to comply it is important that appropriate checks are carried out on a regular basis. Any item with damaged or frayed wiring, badly fitting plugs etc, and any item that does not work should be removed from the property. All electrical equipment that is manufactured after the 1st January 1997 must be marked with the appropriate CE symbol.

We recommend, as complying with this act may cost more than the value of goods in question, that Landlords of a furnished let do not include items such as kettles, irons, microwaves etc.

We would ask that a qualified electrician inspect any large electrical items that will remain, such as washing machines, cookers etc, and mark accordingly.

The maximum penalty for non-compliance with the regulations is a fine of £5,000 and/or six months imprisonment.

### **What happens once we have found a suitable tenant and terms have been agreed?**

Once we have found you a tenant and have agreed the terms of the tenancy, we will commence the referencing procedures. For this we use the services of an external "Credit Reference Agency" called MARAS.

The MARAS Group are an independent company specialising in supplying credit reference services to the residential lettings industry. They offer a comprehensive credit checking service that can include up to 25 different checks on any individual. These include Blacklisting and County Court Judgements, Confirmation of Employment details including position held, salary and length of service, D.O.B. Verification and current Landlord/Estate Agents reference; to name a few.

In addition to this they will also run checks to make certain that there are no discrepancies or deceptions in the application. This includes checks on fictitious employers or friends posing as previous Landlords.

Each tenant entering into the property will be credit referenced in this way and you will be informed of the results. Should we need to obtain a guarantor they will be referenced in the same way.

Further information on these services can be obtained by visiting MARAS's web site on [www.maras.co.uk](http://www.maras.co.uk)

Prior to moving in we also ask that the tenant bring to our offices a recognised form of Photographic ID.

### **What happens if I change my mind and withdraw once the referencing process has started on the tenant?**

Please note that in the event that the Landlord changes their mind (subject to satisfactory references) and withdraws from the letting after we have commenced the referencing process on the Tenants, the Landlord will be liable to pay Robert Stanford an administration charge of £200 plus VAT. In addition to this the Landlord will be liable to reimburse the Tenants any referencing charges that they may have paid.

### **What form of tenancy agreement do you use?**

Unless you remain resident in the premises, or otherwise instruct us, we will use our standard form of Tenancy Agreement (Assured Shorthold Tenancy).

### **What happens with the tenants deposit?**

Launched by the government in April 2007 all tenants who pay a deposit to a landlord/agent now have enhanced protection under the new Government authorised "Tenant Deposit Protection Scheme".

Introduced under Part 6 of the Housing Act 2004, the new mandatory Tenancy Deposit Protection Scheme means that all deposits taken by landlords and agents in England and Wales must be protected. Landlords/Agents will, by law, have to sign up to one of three schemes that have been awarded contracts by the government. The three schemes are:

- The Deposit Protection Service (The DPS) - a custodial scheme where landlords must hand over the deposit in full.
- Tenancy Deposit Solutions Ltd (TDSL) - This insurance-based tenancy deposit protection scheme enables landlords, either directly or through agents, to hold deposits.
- The Tenancy Deposit Scheme (TDS) - A dispute resolution scheme run by The Dispute Service that builds on a scheme established in 2003 to provide dispute resolution and complaints handling for the lettings industry.

Robert Stanford are members of the TDS and any deposits held in our client account for tenancies commencing after 6th April 2007 will be protected by that scheme.

The new legislation is not retrospective and any tenancy that commenced prior to this date is not covered by the new law. However, please note that if an existing tenancy is renewed after this date on a fixed term contract the law will apply. These deposits will need to be protected.

Hopefully this brief outline will answer any questions you may have on this matter; however, if we can be of any further assistance to you please do not hesitate to contact us.

### **I will be residing abroad - does this affect my tax position?**

In the event that you are moving overseas and we manage your property during your absence HM Revenue and Customs will hold us, as your agents, responsible for the payment of the tax liability which arises on the rent paid during the term of the tenancy. Accordingly, if you are resident abroad, it will be necessary for us to deduct income tax at the basic rate and pass the amount to HM Revenue and Customs on your behalf. Similarly, if you at present live within the UK but subsequently move abroad, it will be necessary for us to commence this deduction from the time you leave the country. All monies deducted will be paid over to HM Revenue and Customs on a quarterly basis.

The eventual liability for tax may be considerably less than the amount we pay to the Revenue and we suggest that you employ Accountants or other tax advisers to agree your assessment each year with the Inspector of Taxes.

We regret the necessity to make such deductions but you will appreciate that we have no alternative in view of our responsibility to meet the tax liability on your behalf.

It is possible for you to agree with the Inland Revenue to deal with your own tax affairs, thus avoiding the monthly deduction of 25% of the net rent by ourselves.

If you wish to take advantage of this scheme, please contact us and we will be pleased to send you the relevant forms. In the event of joint owners both parties will be required to complete the forms, if only one party receives approval from HM Revenue and Customs we shall still be required to deduct income tax from 50% of the rental income. Further information can be found at [www.hmrc.gov.uk](http://www.hmrc.gov.uk) - under the heading non UK residents.

### **What happens if I have to make an insurance claim or have any major works carried out?**

During the course of the tenancy you may decide to orchestrate major works/repairs to the premises, if you have instructed us to manage the property you will need to inform us of these before the works start so that we may prepare the tenants if necessary.

By prior arrangement we will oversee these on your behalf for an additional charge of 10% of the total value of the works plus VAT.

Likewise it may be necessary for you to instigate an insurance claim and we are happy to deal with this on your behalf at an additional charge of 10% of the total value of the claim plus VAT.

### **What is a house in multiple occupation?**

According to where the property is located Houses in Multiple Occupation are governed by the individual local council.

Therefore, there are various definitions of a House in Multiple Occupation (HMO). Legislation is also complex and varied as guidelines will differ from Council to Council.

Because of this, if you have any questions regarding the issue of HMO's we would refer you to either [www.communities.gov.uk](http://www.communities.gov.uk) or you can contact the Environmental Health Residential Department of your local council.

### **What will happen to my post once I have moved out?**

It is prudent to arrange for the Royal Mail to redirect your post to your new address. This can be done very easily online at [www.royalmail.com](http://www.royalmail.com) .

Would all landlords please note that we will not accept post into our offices that requires forwarding on to you.

We will not accept liability for any post that goes missing.

### **Housing Act 1988**

Applications for market rent or appearance before the Rent Assessment Committee or any other Court or Tribunal will be by special arrangement only and will form the subject of an additional charge.

### **Indemnities/Reimbursements**

The owner will, from the commencement of the tenancy, reimburse the Agent for all costs, expenses or liabilities incurred or imposed upon us provided that they were incurred on his/her behalf in pursuit of our normal duties in the management and letting of the property which include;

- Our charges as set out in the Terms and Conditions.
- Any incidental expenses incurred in the course of letting the property which have already been agreed either verbally or in writing. ie. Cleaning carpets, the purchase of any additional furniture etc.
- VAT at the prevailing rate
- Make all payment due to us promptly and within 14 days of being demanded. If payment is not received within this time, interest will be charged at 4% above NatWest Bank's base rate on the outstanding amount.

### **Purchase by party introduced by us**

In the event of a party introduced by us (or any person or body corporate associated with that party) subsequently purchasing the property, whether before or after entering into a Tenancy Agreement, commission shall be payable to us on completion of the sale at the rate of 1.5% of the sale price, plus VAT.

“I dropped into your office on Friday last to say thank YOU for all your help with Elsinore Road. As you weren't there I thought I'd drop you a quick line to say thanks & well done. I know it's your job nevertheless you never failed to exhibit the utmost professionalism and understanding at all times.

Thanks for a job well done.”

Mr J Toomey

# Terms and Conditions

## Lettings only

### 1. Services.

The services included in our charges are as follows:-

- i. Advertising and actively marketing the property with a view to finding suitable Tenant/s.
- ii. The taking up of references with a reputable Credit Reference Agency.
- iii. Negotiating the terms of the Tenancy Agreement.
- iv. Arranging the preparation of an inventory if required - further details of this service are available on request.
- v. The preparation of the Tenancy Agreement and any notices required under the Housing Act.
- vi. Taking the first month's rent together with the agreed deposit which shall be in cleared funds prior to the commencement of the tenancy.
- vii. Arrange future rent payments via standing order from the Tenant/s.
- viii. Organise Tenant renewals at the end of the first and subsequent terms.

### 2. Fees.

On finding a Tenant who is acceptable to you or whom you have given us the authority to accept on your behalf, and who enters into a Tenancy Agreement, our commission will be charged as follows: -

- i. LETTINGS ONLY: Our fees will be calculated at the rate of 10% of the rental term plus VAT. This fee is payable at the commencement of the Tenancy. In the event that any balance of commission is due after all deductions from the first months rent we will invoice you once the Tenancy has commenced. This fee is payable within 7 days.
- ii. Our minimum letting fee is £550.00, plus VAT.
- iii. EXTENDED TENANCIES: With regard to extended tenancies an administration fee is charged at the rate of £150.00, plus VAT, payable at the commencement of each extension.
- iv. If you require us to hold the Tenants deposit in line with the "Tenant Deposit Protection Scheme" there will be a charge of £35.00 plus VAT for the duration of the Tenancy Contract.
- v. If you, as the landlord, withdraws from the letting of the property once tenants have been found and the referencing process has begun (subject to satisfactory references) you will be liable to reimburse the tenants the cost of their references and Robert Stanford an administration charge of £200 plus VAT.

## Property Management

### 1. Services.

In addition to the lettings service already outlined, we can also provide full management. You will receive the services already outlined in the Lettings Only section, plus the following:-

- i. The demand and collection of rent.
- ii. Payment by either cheque or bank transfer direct to your UK bank/building society account.
- iii. Carrying out periodic inspections and providing a report.
- iv. Arranging day to day maintenance and repairs notified to us.
- v. The preparation and submission of monthly statements to the Landlord.
- vi. To protect the deposit with "The Tenancy Deposit Scheme" (TDS) held within our client account.
- vii. Arranging renovation/redecoration - subject to the remarks on page number 8.

### 2. Repairs & Replacements.

We shall deal with day to day management matters, without referring to you, including minor repairs up to a maximum of £200.00 per item. Except in an emergency wherever practical, estimates are obtained and submitted to you for approval in respect of works or repairs likely to cost in excess of £200.00. You can then instruct us whether or not to proceed.

### 3. Inspection & Defects.

Our management will include investigation of defects which come to our notice or are clearly and adequately brought to our attention by the Tenant. We shall periodically inspect the property on your behalf. It should be appreciated that any such inspection can extend only to apparent and obvious defects and would not amount in any way to a structural survey of the property. We cannot accept any responsibility for hidden or latent defects.

### 4. Terms of management appointment.

Except in cases where you intend to re-occupy the accommodation and where special arrangement are made, our appointment is for the term of the tenancy and hereafter subject to three months written notice to terminate on either side, to coincide with the rent due date.

### 5. Void periods.

Our management function does not include the supervision of the property when it is not let, although, in the normal course of letting, periodic visits may be made to the accommodation by our lettings staff. If you wish your property managed during a "void" period there is an additional charge of £75.00, plus VAT, per month.

### 6. Fees.

- i. Subject to our minimum charge of £450.00, plus VAT. Our management fee is charged at the rate of an initial payment of four weeks, plus VAT, deducted from the proceeds of the first month's rent and thereafter 10%, plus VAT, of all subsequent monthly rental payments.
- ii. With regard to extended tenancies, whether or not negotiated through us, an administration fee is payable at the rate of £100.00, plus VAT, in addition to your usual monthly charge.
- iii. Current banking arrangements are such that it is necessary for us to allow approximately ten working days for rent cheques to be cleared before paying monies into client's accounts. Clients are accounted to on either the 1st, 5th, 10th or 20th (or next working day) each and every month.

- iv. If fees shall be in arrears for fourteen days after it becomes due, interest will be payable thereon at a rate of 4% above Base rate of NatWest Bank plc.

### 7. General Remarks - Instructions to solicitors:

You will be informed of any rent arrears of breach of covenant brought to our attention. However, if it is necessary for a solicitor to take action, you will be responsible for instructing your own Lawyer and for all fees involved.

## Terms & Conditions covering Deposits

1. The Tenancy Deposit - Robert Stanford Estates Ltd is a member of the Tenancy Deposit Scheme which is administered by:

The Dispute Service Ltd, PO Box 541, Amersham, Bucks HP6 6ZR.  
Tel: 0845 226 7837 Fax: 01494 431 123  
Email: deposits@tds.gb.com

2. If Robert Stanford Estates Ltd is instructed by you/the landlord to hold the deposit we shall do so under the terms of the Tenancy Deposit Scheme.

3. Robert Stanford Estates Ltd holds the tenancy deposits as Stakeholders.

### 4. At the end of a Tenancy covered by the Tenancy Deposit Scheme:

- i. If there is no dispute Robert Stanford will keep any amounts agreed as deductions where expenditure has been incurred on behalf of the Landlord, or repay the whole or the balance of the Deposit according to the conditions of the Tenancy Agreement with the Landlord and the Tenant. Payment of the Deposit will be made within 10 working days of written consent from both parties.
- ii. If, after 10 working days, following notification of a dispute to Robert Stanford and reasonable attempts having been made in that time to resolve any difference of opinion, there remains an unresolved dispute between the Landlord and Tenant over the allocation of the Deposit it will (subject to A.4.3 below) be submitted to the Independent Case Examiner for adjudication. All parties agree to cooperate with any adjudication.

- i. When the amount in dispute is over £5,000 the Landlord and the Tenant will agree by signing the Tenancy Agreement to submit the dispute to formal arbitration through the engagement of an arbitrator appointed by the Independent Case Examiner although, with the written consent of both parties, the Independent Case Examiner may at his discretion accept the dispute for adjudication. The appointment of an arbitrator will incur an administration fee, to be fixed by the Board of The Dispute Service Ltd from time to time, shared equally between the Landlord and the Tenant. The liability for any subsequent costs will be dependent upon the award made by the arbitrator.

iv. The statutory rights of either you/the Landlord or the Tenant(s) to take legal action against the other party remain unaffected.

- v. It is not compulsory for the parties to refer the dispute to the Independent Case Examiner for adjudication. The parties may, if either party chooses to do so seek the decision of the Court. However, this process may take longer and may incur further costs. Judges may, because it is a condition of the Tenancy Agreement signed by both parties, refer the dispute back to the Independent Case Examiner for adjudication. If the parties do agree that the dispute should be resolved by the Independent Case Examiner, they must accept the decision of the Independent Case Examiner as final and binding.

vi. If there is a dispute Robert Stanford must remit to The Dispute Service Ltd the full deposit, less any amounts already agreed by the parties and paid over to them. This must be done within 10 working days of being told that a dispute has been registered whether or not you want to contest it. Failure to do so will not delay the adjudication but The Dispute Service Ltd will take appropriate action to recover the deposit and discipline Robert Stanford Estates.

vii. Robert Stanford must co-operate with the Independent Case Examiner in the adjudication of the dispute and follow any recommendations concerning the method of the resolution of the dispute.

5. Incorrect Information. The Landlord warrants that all the information he has provided to Robert Stanford is correct to the best of his knowledge and belief. In the event that the Landlord provides incorrect information to Robert Stanford which causes Robert Stanford to suffer loss or causes legal proceedings to be taken the landlord agrees to reimburse and compensate Robert Stanford for all losses suffered.

6. If you/the Landlord decide(s) to hold the Deposit yourself, we will transfer it to you within 5 working days of receiving it. You / the Landlord must then register it with another Tenancy Deposit Protection Scheme within a further 9 days if the Tenancy is an Assured Shorthold Tenancy. If you fail to do so the Tenant can take legal action against you/the Landlord in the County Court. The Court will make an order stating that you/the Landlord must pay the Deposit back to the Tenant or lodge it with the custodial scheme which is known as the Deposit Protection Scheme. In addition a further order will be made requiring you/the Landlord to pay compensation to the Tenant of an amount equal to three times the Deposit. You / the Landlord will be unable to serve a Section 21 Notice on your Tenant until compliance with the above conditions and the Court will not grant you/the Landlord a possession order. Robert Stanford has no liability for any loss suffered if you/ the Landlord fail to comply.

# CONFIRMATION OF INSTRUCTION

Please complete, detach and return this sheet indicating the acceptance of our Terms & Conditions.

- I/We confirm that we have read understood and accept the attached Terms & Conditions and wish you to undertake the Letting/Management of the property as below.
- I/We confirm that we have read, understood and accept the Terms & Conditions covering the Tenancy Deposit Protection Scheme
- I/We also understand that unless we have provided Robert Stanford with a valid current Gas Safety Certificate that you will provide this service for a standard charge or that we risk the tenancy being delayed

Please indicate whether you wish to use our Lettings only or Management Service

Lettings Only

Management

Address of Property to be let:

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- I/We \_\_\_\_\_ confirm that I/We are the Sole/Joint owners of the property as above.
- I/We authorise Robert Stanford Lettings to sign the Tenancy Agreement and associated notices on my/our behalf.

Please tick and initial one of the following:

- I/We confirm that we wish Robert Stanford Estates to hold the deposit as members of the Tenancy Deposit Scheme (TDS).
- I/We confirm that we wish to accept the deposit ourselves and confirm that we will send it in full to The Deposit Protection Scheme (The DPS) within 14 days of the commencement of the tenancy.
- I/We confirm that we wish to hold the deposit ourselves and confirm that we will register it with the Tenancy Deposit Scheme Ltd (TDSL) within 14 days of the commencement of the tenancy.

Signed \_\_\_\_\_ Date \_\_\_\_\_

Signed \_\_\_\_\_ Date \_\_\_\_\_

Please indicate if you would like to receive further information on any of the following...

- Preparation of a Professional Inventory.
- Landlord's Buildings & Contents Insurance.
- MARAS Rental Guarantee & Legal Expenses Insurance.
- The Tenancy Deposit Protection Scheme.



Relax and leave it to the professionals



[www.robertstanford.co.uk](http://www.robertstanford.co.uk)

To obtain more information on our services please contact us:

Robert Stanford  
2A Dartmouth Road  
Forest Hill  
London SE23 3XU

t: 020 8699 6778  
f: 020 8291 6683  
e: [info@robertstanford.co.uk](mailto:info@robertstanford.co.uk)