**PROPERTY MANAGEMENT AGREEMENT**

**Property Management Agreement** between

**St Leger Homes of Doncaster**

hereafter, referred to as the Agent

and hereafter, referred to as Landlord

The Landlord agrees to appoint the Agent, to act for him/her in managing the property known as:

 hereafter, referred

to as the Property. The agreement is in effect from

for a period of months and agrees to the terms and conditions.

Service Level required:- Bronze / Silver / Gold

This agreement may be terminated by either party by giving notice in writing to the other party. Once the property is tenanted by a tenant introduced by the Agent six months notice in writing must be given by the Landlord to the Agent.

The Landlord confirms:

**MORTGAGE**

In order for the agent to manage the property the Landlord must obtain permission to let from the Building Society or Mortgagee and provide evidence to the Agent.

**INSURANCE**

The Landlord must inform his insurance company of his/her intention to let the property as failure to do so may under certain circumstances lead to exclusion of cover. Proof of insurance cover is to be provided to the Agent.

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The Agent will require evidence of Buildings Insurance from the landlord at the commencement of the Agreement and on an annual basis thereafter.

**CONTACT DETAILS**

The Landlord must provide clear and correct information regarding the owner or joint owners of the property to the Agent. The Landlord must provide up to date contact details for owner/joint owners of the property to the Agent.

**PROPERTY**

The property will be taken on by the agent at an agreed standard. Improvement Works and Repairs and Maintenance for the property will remain the Landlords responsibility.

The Agent cannot state that any tenant introduced will never damage the Property or its contents. However, the Agent will make every endeavour to safeguard the Landlords interests for example by taking references, excluding pets if required, collecting and checking the Inventory of the property before returning the bond at the end of the Tenancy.

The Landlord should be aware that it is impossible to avoid normal wear and tear on property and contents. It is unrealistic to expect any tenant no matter how responsible to treat a let property as they would their own.

A Landlord should not leave valuables in the property.

The Agent will not be responsible for damage to any Property before the Property is tenanted, during or after the tenant ceases occupation of the property. The Landlord should ensure that he is adequately insured for such perils. The Landlord should ensure there is adequate public liability relating to the Property.

The Landlord is responsible for re-housing the tenant should a situation arise whereby the property is temporarily uninhabitable as a consequence of fire, flood or some other such event. The Agent will be able to assist in providing an alternative property but the cost of doing so will be met by the landlord.

The cost of renting the property will be charged to the landlord at the going rate for the particular property type based upon the local Housing Allowance at the time.

The Agent shall in no way either directly or indirectly be liable for any deficiency loss or damage to the premises, the fixtures and fittings or contents however caused, whether included in the Inventory or not.

The Landlord is willing/unwilling to allow pets within the property.

**Energy Performance Certificate (EPC)**

Since the 1st October 2008, all domestic landlords offering property for rent have been required by Law to provide prospective tenants with an Energy Performance Certificate (EPC) prior to marketing the property.

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We are able to provide an Energy Performance Certificate for any property that you let at an additional cost should you not already have one. The EPC will be valid for a period of ten years.

**SAFETY CHECKS**

From 1st January 2005 new rules came into force controlling who could carry out certain works on certain electrical installations in property and the procedures around those works. These are set out in Part P Building Regulations (Electrical Safety in Dwellings). Failure to comply with these Regulations is a criminal offence, which could result in a maximum fine of

£5,000.00 and or imprisonment. In general terms only a competent person (a person who is currently registered with an approved scheme i.e. NICEIC) can work on your property. We only use a “competent person” to carry out such works. The Landlord is not permitted to carry out the works himself or a friend or local jobbing builder who does a bit of electrics on the side – this is not an acceptable alternative.

Although there is no legal requirement for landlords to conduct an annual safety inspection on electrical appliance testing, we strongly advise you do so and we draw your attention to The Low Voltage Electrical Equipment (Safety) Regulations 1989, The Electrical Equipment (Safety) Regulations 1994, The Consumer Protection Act 1987, The Plugs and Sockets (Safety) Regulations 1994 and the General Product Safety Regulations 1994.

The Landlord is responsible for ensuring that the gas, heating and electricity supply and appliances within their property meet the health and safety standards. The Agent will carry out a safety check on gas in your property to ensure it is safe under the Gas Safety (Installation and use) Regulations 1998 as part of the Gold Package – which will be repeated on an annual basis while ever the Property Management Agreement is in place. For the Bronze and Silver packages the agent can undertake a gas safety check at an additional cost to the Landlord. Alternatively the Landlord can provide the relevant certificates to the Agent.

The Landlord will be responsible to undertake any repairs resulting from the checks. Upon request the Agent can provide a cost for completing the work.

**REPAIRS & MAINTENANCE**

The Agent will not carry out any repairs or maintenance work to the property without proof from the Landlord that an asbestos management survey (a Type 2 Asbestos survey) has been carried out. The Agent will provide a quotation to carry out an asbestos management survey upon request.

When the Silver or Gold Package options are chosen the Agent shall inform the Landlord of any repairs that are required to be carried out at the property and upon request the Agent can provide a cost for completing the work.

The Landlord gives authority to the Agent to carry out repairs to the value of

£ without prior consultation should work be required.

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Only emergencies will be dealt with outside normal working hours.

This covers work that must be carried out to avoid danger or serious damage to the building or to ensure health and safety of residents.

The Landlord agrees to the agent attending the property for out of hours emergencies. A call-out fee of £100 which includes making good will be re- charged to the Landlord.

All repairs that the Agent fulfils will be carried out to a high standard but it is recognised that some repairs are more urgent than others. The timescale for work to be carried out will therefore be based on repair categories.

The Agent will always try to work flexibly with Landlords and Tenants and in some circumstances, usually for older Tenants or Tenants with disabilities, we may address repairs more quickly.

All repairs reported via the agent are given a priority rating depending on how urgent they are.

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**Emergency repairs** – attended within 2 hours

Only emergencies will be dealt with outside normal working hours.

This covers work that must be carried out to avoid danger or serious damage to the building or to ensure health and safety of residents.

Emergency repairs are those which, if not undertaken, could:

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Constitute a real risk of injury or death Lead to major damage of your home Render your home insecure

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**Urgent repairs** – 24 hours - 1 working day **Heating repairs in winter** - 1 working day **Heating repairs in summer** - 3 days **Routine repairs** – 5 working days

**All other repairs** – within 20 working days

All repairs carried out by the Agent will be guaranteed for six months.

If the Landlord opts to carry out the work and it is not carried out within 28 days of notification of the requirements the Agent will carry out the repairs and recover the monies from the Landlord by either (a) deducting the costs from any rent payments due to be made to the Landlord or (b) re-charge the Landlord through the Sundry Debtors Account.

**RENTS**

The Agent will provide regular rent statements to the Landlord and rental monies will be processed and transferred to the Landlord as soon as administratively possible (Only applicable to Silver & Gold packages).

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The rent will be set at £ . per week/month.

For the Silver & Gold packages this shall be collected by the Agent. Once in receipt of the rental income the agent will transfer to the landlord on a monthly/quarterly basis.

If the tenant does not pay the rent the Agent will inform the Landlord within 5 working days. It is the responsibility of the Landlord to instigate any legal action for non payment of rent.

The Agent is not responsible at any point to transfer the money to the Landlord if the tenant defaults on any payment.

**TENANCY**

The Landlord wishes/does not wish to be consulted regarding the allocation of the property.

The Landlord will inform the Agent when a tenant serves notice and likewise the Agent will inform the landlord when it becomes aware that the tenant has served notice.

Should the Landlord be in breach of the Management Agreement the Agent will work in conjunction with Doncaster Council to undertake any appropriate enforcement action necessary.

**MANAGEMENT CHARGES**

The weekly/monthly fees for the management of the landlord properties will be reviewed on an ongoing basis to take account of inflation. The Agent will provide 28 days notice in writing when it is necessary to apply an increase to the charges.

**REPOSSESSION OF THE PROPERTY**

Unless the Landlord specifies that the property is required back on a certain date the Agent will continue letting and re-letting the Property until they are advised otherwise by the Landlord. Once a tenancy agreement has been granted, the tenant has the right to remain in the Property until the end of the Term.

The Housing Act 1996 provides that where a tenant is on a Shorthold Tenancy, the Landlord is entitled to possession of the Property at the termination of the tenancy agreement term. Should the tenant refuse to vacate the Landlord must seek a court order for possession. The Agent will not be responsible for any Solicitors fees or court costs but will assist the Landlord and his Solicitor with any claim.

**COMMUNICATION & CORRESPONDENCE**

The Landlord will respond to all queries from the Agent within 2 working days and visa versa. Where written responses (e.g. involving quotations) are required these will be provided within 5 working days.

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**HOW WE USE YOUR PERSONAL INFORMATION**

It is important to us, as it is to you, that personal information about you and your Property Management Agreement is treated as confidential. The only occasions we will disclose information is as set out below:

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****

Where we have your consent;

To others, who have an interest in this Property Management Agreement – This will be Doncaster Borough Council

If it is in the public interest to do so;

Where we are required by law or any voluntary code.

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**BANK DETAILS**

If you want your rent monies to be paid directly into your bank account, please complete the following:-

Name of Bank/Building Society

………………………………………………………………………………

Address

………………………………………………………………………………………

………………………………………………………………………………… Post Code …………………………

Account Name

………………………………………………………………………………………

Account No ……………………………………………………………………

Sort Code ………………………

Signed: …………………………………………

Date: …………………………………………….

(Landlord)

Signed: …………………………………………

Date: …………………………………………….

(Agent)

I am in agreement with the **Stock Condition & Inventory Survey**

Dated …………………………

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– a copy of which is attached.

Signed: …………………………………………

Date: …………………………………………….

(Landlord)

Signed: …………………………………………

Date: …………………………………………….

(Agent)

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