



LANDLORD'S PROPERTY
MANAGEMENT AGREEMENT

I/We confirm that we have read and understood the terms of the Agreement, and wish to instruct the Agent on that basis. I have paid £1 in consideration of this agreement.

Name (Block Capitals): _____ **(Landlord)**

Signed: _____ **(Landlord)**

1. DEFINITIONS
2. APPOINTMENT
3. LANDLORD OBLIGATIONS
4. AGENT OBLIGATIONS
5. REPAIRS
6. INSURANCE

1. DEFINITIONS

- 1.1 The Agent means Smartmove Housing
- 1.2 The Property means the dwelling described on page 1 of this Agreement
- 1.3 The Landlord means the property owner described by name on page 1 of this Agreement.

Where the Landlord is referred herein in the masculine and/or singular, this masculine/singular term shall be understood to include and refer to a landlord, who is either masculine, feminine, a partnership or a limited company.

2. APPOINTMENT

- 2.1 Upon and subject to the terms and conditions of this agreement the Landlord appoints the Agent to be his agent for the letting and management of the property.
- 2.2 The Landlord authorises the agent to act on his behalf and to do anything, which the landlord could do himself in respect of the letting and management of the property and undertakes to ratify everything done by the Agent in good faith in that respect. The landlord must take Court proceedings, as Smartmove Housing is not the named landlord. The other provisions of this Agreement are subject to the general application of this provision.
- 2.3 The Landlord shall indemnify the Agent against all expenses, claims and liabilities incurred by the Agent in the proper performance of the Agent's obligations under this agreement.
- 2.4 The Landlord shall not appoint any other agent to let or manage the Property during the continuance of this Agreement.

3. LANDLORD OBLIGATIONS

- 3.1 In order for the Agent to manage the Property, the Landlord must obtain permission to let from the Mortgagee, if applicable. The Landlord must also **provide proof** there are no current arrears or legal actions being taken by the Mortgagee or any other company with a financial interest in the property, if applicable.

- 3.1 The Landlord must also **provide proof** of HMO registration if applicable.
- 3.3 The landlord will **supply** the Agent with the Landlord's bank details to enable the Agent to transfer the payments using the BACS system.
- 3.4 The Landlord must **provide** the correct information regarding the owners or joint owners of the Property to the Agent.
- 3.5 The Landlord warrants that he is entitled to enter into this agreement to let the property.
- 3.6 The Landlord will keep in good repair the structure and exterior of the premises and also keep in good repair all the installations for the supply of water, gas, sanitation and electricity.
- 3.7 The landlord will be responsible for all repairs under private tenancies (NI) order 2006
- 3.8 The Landlord will not leave valuable items in the property unless the prior agreement of the Agent is obtained.
- 3.9 The Landlord will ensure there is adequate public liability insurance relating to the Property, it must specifically cover injury to the tenant.
- 3.10 The Landlord must **supply** Smartmove Housing with a valid Landlords gas safety certificate for every gas appliance in the Property annually.
- 3.11 The Landlord must **supply** SmartMove Housing with a valid Energy performance certificate.
- 3.12 In the case of tenants who are claiming Local Housing Allowance Housing Benefit – monies are paid direct to the Agent. All reasonable precautions will be taken to prevent fraudulent claims being made by tenants. However, if a tenant does make a fraudulent claim, Housing Benefit are entitled to reclaim any overpayment made, and as your managing agent Smartmove Housing require the Landlord to reimburse Smartmove Housing for any such claim made against Smartmove Housing.
- 3.13 The Landlord agrees to indemnify the Agent for any losses arising from his failure to undertake repairs at the Property and for any losses the Agent may incur if the Landlord does not supply accurate information to the Agent regarding any matter which may cause a Breach of Contract with the tenants.
- 3.14 If in the opinion of the Agent it is considered necessary to instruct a Solicitor, Surveyor, Accountant or any other professional advisor on the Landlord's behalf, the Landlord will be responsible for the payment of the account relating to such instructions or for any outgoings payable by the Agent on behalf of the Landlord as instructed. The Agent will not instruct any such professional advisor without having made reasonable attempts to contact the Landlord.

4. AGENT OBLIGATIONS

- 4.1 The Agent will provide a six months management service. Once a fixed term tenancy agreement has been granted, the tenant has the right to remain in the Property until the end of the tenancy and / or until a court order for possession is obtained.
- 4.2 The Agent's management function does not include the supervision of the property before a let or when the property is void.
- 4.3 The Agent will arrange and supervise appointments for prospective tenants to view the Property and negotiate and agree the terms of the tenancy and deposit/bond.
- 4.4 The Agent cannot state that any tenant introduced will never damage the Property or its contents, but will take all reasonable precautions to safe guard the landlord's interests.
- 4.5 Draw up and arrange to have properly executed Smartmove Housing standard tenancy document or any modification thereof mutually agreed between the Landlord and Tenant.
- 4.6 The Agent will inspect the property not less than three times in the six months management period for the purpose of day-to-day management and addressing tenant issues. One visit including an opening inventory.
- 4.7 The Agent will collect the rent when due from the tenant for the six months management.
- 4.8 The Agent will pay, out of monies collected, rates and other statutory charges which are payable or become payable by the Landlord in respect of the property provided that the Agent has collected monies for that purpose.
- 4.9 The Agent will provide monthly rent statements to the Landlord and rental monies will be processed and transferred to the Landlord 13 times per year or as soon as is administratively practicable.
- 4.10 The Agent will only be liable for any rent, deposit or bond that they have the control of the monies coming in, other liabilities will be payable by the Tenant.
- 4.11 If the Landlord is based abroad and wishes to receive his rental income with no tax deducted he must instruct his own professional advisor to provide the Agent with all information required to permit this.
- 4.12 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 during visits or not, unless caused by the agent or its employees.

5. REPAIRS

- 5.1 The landlord will be responsible for all repairs under the Private Tenancies (NI) Order 2006.
- 5.2 Before a tenancy commences the landlord will chose to sign up to a repairs service or to carry out repairs on the property himself.
- 5.3 Landlords using the repairs service will have to give written instructions to both the contractor and the Agent of their intent to use the repairs service, in doing so the landlord is allowing the Agent to contact the contractor on his behalf and issue instructions to carry out works up to a limit of £200 per property per repair (exclusive of VAT) without prior consent and without recourse to the Landlord.
- 5.4 The Agent shall not be required to supervise any repair works or provide any specialist advice as to the nature of the repairs required. The Agent accepts no liability in respect of any loss or damage arising from substandard repair works or any other default by a repairing contractor.
- 5.5 Landlords opting out of the repairs service will be responsible for carrying all repairs by themselves in the time scale allocated. The landlord agrees that the Agent will inform the landlord in writing of the repair and expect the Agent to take no further action.
- 5.6 The Landlord hereby confirms that the Agent has his authorisation in the event of being unable to contact the Landlord arising out of an emergency in relation to the provision of services, to include gas, water and / or electricity to provide for an emergency repair to be carried out at the Landlord's expense, the costs of same to be deducted from the rent and in the event that the rent is insufficient to cover the costs of the emergency repair, the Landlord shall remain liable for any amount so due.

6. INSURANCE

- 6.1 The Landlord must inform his/her insurance company of his/her intention to let the property as failure to do so may under certain circumstances lead to exclusion of cover.
- 6.2 The Landlord must ensure that the property is fully covered by building insurance, public liability insurance, contents insurance (for the contents they provide) and landlord and tenant insurance.
- 6.3 The Landlord agrees to indemnify and keep indemnified the Agent from and against any and all losses, damages or liabilities suffered, incurred or imposed by or on behalf of the Agent provided that they were incurred on the Landlord's behalf in pursuit of its normal duties hereunder. The Landlord agrees to indemnify the Agent for any losses.
- 6.4 **The Agent will not be responsible for damage (e.g. burst pipes, vandalism etc) The Landlord should ensure that he is adequately insured for such perils.**

