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RAWLINSON GOLD

*Valuing Pinner, people & property since 1994*

# Landlord acceptance form



# OVERSEAS LANDLORDS

**Ignore this section if you reside in the UK for more than 6 months per year.**

The agent is required by law to deduct tax from your net rental income and make quarterly payments of your retained tax to HMRC. This is unless a valid NRL 8 Approval Number form HMRC is produced to the agent. It is the landlords responsibility to obtain approval by completing an NRL1 form with HMRC.

If the property is owned by persons that reside outside of the UK, each individual owner must apply for their own overseas landlord certificate.

The landlord agrees to notify the agent immediately of any change in their residential status and confirm this in writing as soon as possible thereafter.

This regulation applies to all parties named on the deeds to the property.

The following administration fees are payable by non-UK resident Landlords:

- Quarterly return to HMRC  
£50 + VAT (£100 + VAT where no NRL approval is in place)
- Annual return to HMRC  
£100 + VAT (£200 + VAT where no NRL approval is in place)

## Agents duties

To determine a market rental on the property.

To advertise the property on major property portals.

To secure a suitable tenant in accordance with any guidelines given by the landlord.

To verify the applicants identity and financial status through online credit checking or credit referencing agencies.

To accompany all viewings on behalf of the landlord.

To negotiate the terms of any prospective tenancy.

To confirm all requests to the landlord from the tenant in writing.

To perform any necessary right to rent checks on prospective tenants prior to the commencement of the tenancy.

To notify the landlord of all offers in writing.

Where the landlord requests the agent draw up a tenancy agreement on their behalf, the agent will ensure the agreement is compliant with relevant legislation and is enforceable.

To arrange for a professional 3rd party inventory and check in/ check out procedure where instructed by the landlord.

To arrange for the renewal of tenancy at the expiration of each term, and to advise on rental values and to apply for a rent increase where applicable.

To provide a statement of account for any monies collected on behalf of the landlord.

To account for all rent received and any applicable charges.  
To forward rent collected on behalf of the landlord within 3 working days of receipt from the tenant.

To chase payment of any rent arrears.

To review the landlords compliance with legislation at the point of tenancy renewal.

To advise on any necessary amendments or changes at the point of renewal to ensure the landlord remains compliant.

To serve a Section 21 or Section 8 notice to end the tenancy on the landlords behalf when instructed in accordance with the Housing Act.

To notify the landlord in writing of up and coming expiration of the gas safety certificate.

To apply for and negotiate any deductions from the security deposit on the landlords behalf.

## This section applies to Letting, Rent Collection & Property Management only.

To carry out mid tenancy inspections up to a maximum of 3 per year (2 scheduled and 1 ad hoc at the landlords discretion).

To provide the tenant with contact information in the event of maintenance issues and to prevent direct contact between the tenant and landlord.

To carry out required maintenance at the property.

To obtain up to 2 quotes for maintenance where an initial quotation exceeds £200.

To obtain prior consent for non urgent maintenance that does not affect the landlords rights within the tenancy agreement.

The agent can only instruct contractors on our approved contractor register.

If the landlord wishes to use their own appointed contractor, they must first be vetted through our contractor approval process, and a set up fee of £50 will be charged to the landlord.

In the event of an emergency, the agent will instruct appropriate contractors to prevent damage or liability to the landlord or their property.

All charges incurred for maintenance to the property are chargeable to the landlord unless otherwise agreed, any costs incurred as a result of the tenants misuse of the property or excessive wear must still be paid by the landlord but can be claimed from the tenants deposit.

To arrange payment of any service or maintenance charges relating to the property from the landlords rental income.

To provide access to keys to the property to the landlord or tenant or any approved contractor where necessary.

To forward any post collected for the landlord from the property.

To transfer council tax and water rates from the landlord to the tenants name, and to subsequent tenants.

**I/We wish to appoint Rawlinson Gold Pinner to carry out:** (please tick)

## Letting & Rent Collection

### Letting, Rent Collection & Property Management

of my property and agree to the terms outlined with this document and the Terms of Business attached:

**Signed**.....

**Name**.....

**Date**.....

**Signed**.....

**Name**.....

**Date**.....

## ADDITIONAL SERVICES

**Please take time to read the following and to indicate which additional services you would like us to organise for you, as these cannot be arranged after your tenancy has started.**

### Tenancy Agreement

This service also includes creation of bespoke clauses where required and any changes in legislation that apply at the point of renewal will automatically be included in your latest document.

Please note: we will not execute a third party agreement and cannot be held liable for any loss or legal action taken as a result of any tenancy agreement used that we have not provided.

This service also includes recorded service of your gas safety certificate, EPC, and the How to Rent guide to your tenant to ensure compliance with legislation and to maintain your rights as the landlord.

**The fixed price for this service is:**

**£250.00 + VAT**

### Deposit Registration

All security deposits paid by tenants under an assured shorthold tenancy must be secured in a tenancy deposit scheme. Failure to comply and to correctly register a security deposit will prevent you from being able to serve notice to end your tenancy, and any subsequent court hearing may require you to return the deposit in full and to pay 3x the deposit amount to the tenant as compensation.

We therefore strongly recommend that you instruct us to register the security deposit on your behalf.

This service also includes recorded service of your gas safety certificate, EPC, and the How to Rent guide to your tenant to ensure compliance with legislation and to maintain your rights as the landlord.

### Lifetime of tenancy:

£99.00 + VAT – Included free with full management

### Would you like us to register your tenants security deposit?

Please indicate: **Yes**                      **No**

### Gas Safety Certificate

Under the gas safety installation and use regulations 1998, landlords are legally required to provide a valid gas safety certificate prior to the commencement of tenancy.

Failure to provide a valid gas safety certificate prior commencement of tenancy or to allow a gas safety certificate to expire with a tenant in your property can result in fines up to £6000.00 and up to 6 months imprisonment, will likely invalidate any landlord insurance policies you have in place and will prevent you from being able to serve notice to end your tenancy.

### Gas Safety Certificate (annual charge inc admin fees):

£99.00 + VAT

### Would you like us to obtain a valid gas safety certificate for your property?

Please indicate: **Yes**                      **No**

### Energy Performance Certificated (EPC)

All properties let under an Assured Shorthold Tenancy are required to have a valid EPC in place. Your agent will advise you on whether or not one is required as you may already have one in place.

### EPC Certificate (valid for 10 years):

£125.00 + VAT

### Would you like us to organise an EPC certificate for your property?

Please indicate: **Yes**                      **No**



# ADDITIONAL SERVICES CONTINUED

## Electrical Installation Condition Report

An Electrical Installation Condition Report must be acquired before the commencement of any new tenancy from 1st July 2020. The checks ensure that all electrical installations in the property, such as light fixtures and electrical sockets, are safe before the tenant moves in.

Properties that pass the EICR will keep the certification for five years, when the EICR expires a new one will need to be obtained.

**EICR:**  
£250.00 + VAT (priced on a 2 bed property)

### Would you like us to organise an EICR for your property?

Please indicate: **Yes**      **No**

## Inventory Report & Check In Appointment

This is a comprehensive report on the condition of your property prior to the commencement of tenancy.

Without a third party inventory and check in document it will be extremely likely that you will not be able to make any deductions from the tenants deposit in the event of a dispute at the end of the tenancy, we strongly recommend against allowing a tenancy to commence without an inventory in place.

This service also includes a check in appointment with your tenant to obtain signature for confirmation of condition from the tenant, meter readings, and recordings of keys handed over at the commencement of your tenancy.

### Inventory and Check in appointment:

- Studio ..... + VAT
- 1 Bedroom ..... + VAT
- 2 Bedroom ..... + VAT
- 3 Bedroom ..... + VAT
- 4 Bedroom ..... + VAT
- 5 Bedroom ..... + VAT

### Would you like us to organise an Inventory and Check In for your property?

Please indicate: **Yes**      **No**

## Pre-Tenancy Clean

Having a professional clean of your property prior to commencement of tenancy will mean that your tenant will have to return your property in the same condition of cleanliness, providing continuity for subsequent tenancies and will also form part of your inventory.

## Professional Clean (includes carpets):

- Studio ..... + VAT
- 1 Bedroom ..... + VAT
- 2 Bedroom ..... + VAT
- 3 Bedroom ..... + VAT
- 4 Bedroom ..... + VAT
- 5 Bedroom ..... + VAT

### Would you like us to organise a pre-tenancy clean for your property?

Please indicate: **Yes**      **No**

# SUPPLEMENTARY INFORMATION

## Deeds

Full name(s) of those named on the deeds to the property:

- 1) .....
- 2) .....

## Landlord correspondence address:

.....  
.....  
.....  
..... Post Code .....

## Freeholder details:

## Pets

### Will you accept pets in your property?

Please indicate: **Yes**      **No**

## Furnishing

Are you letting your property as Unfurnished or Furnished?

.....  
.....

### Is there any flexibility on furnishing?

Please indicate: **Yes**      **No**

## Kitchen Appliances

Please indicate Yes or No as to whether the following appliances are included at your property:

- Dishwasher: **Yes**      **No**
- Fridge: **Yes**      **No**
- Freezer: **Yes**      **No**
- Oven: **Yes**      **No**
- Hob: **Yes**      **No**
- Microwave: **Yes**      **No**

If there are any other items to be included please list them below, otherwise please state NA:

### Date Property is Available:

.....

### Rent Expectation:

.....

### Acceptable:

.....

## Bank Account Details

To enable us to deposit rental payments into your account we need your bank account details, please provide details of your nominated bank account below:

### Account Number:

.....

### Sort Code:

.....

### Account Name (e.g. Mr J Smith):

.....

I/We the landlord(s) would like Rawlinson Gold Pinner to arrange for the additional services that we require as indicated and confirm that the information provided within this document is accurate and correct to the best of my/our knowledge:

**Signed** .....

**Name** .....

**Date** .....

**Signed** .....

**Name** .....

**Date** .....

# GENERAL DATA PROTECTION REGULATIONS

By entering into this agreement with us you will provide to us various pieces of personal information, which we will need to provide you with the high quality service you require, to ultimately facilitate the successful rental and/or property management services.

The information required by us will vary depending on circumstances. It will include the information within this agreement, but it may not be limited to this information:

- Names and addresses
- Contact telephone numbers
- Email addresses
- Personal identification information and documentation
- Bank details
- Information about the property

In all cases we will hold your personal information securely, either in hard copy on our property files or digitally within our software.

We will provide it to others only where it is required and as outlined below, or in accordance with your stipulated wishes.

Specifically, we will hold and use your information in the following manner.

## Identification Details

We may hold copies of your photographic identity documents and at least one document that confirms your home address. This is required to protect our position and to look after your interests.

It assists us to ensure we are dealing with the owners of the property and we are not becoming involved in any money laundering situation. This will never be passed to third parties.

## Prospective Tenants

Basic information about your property will be held. This information will include the property details we produced and any information you provide to us in a property information questionnaire. It will be provided to anyone who makes an enquiry about potentially viewing or letting your property.

## Viewings

We will organise viewings on your behalf, to suit you, the viewer and any tenant who may be residing at the property. Where we are conducting the viewing for you, it is important that you check your property prior to the viewing to ensure that any personal information you would not wish a viewer to see is removed.

## Negotiating with prospective tenants

We will negotiate with prospective tenants. This process will involve providing potential tenants with relevant personal information to facilitate a successful negotiation.

## Tenancy Applicants

We will deal with applicants to ensure we provide you with appropriate information to decide on the acceptability of the applicant. This will involve providing you with relevant and necessary personal information about the applicant. You should ensure that you treat any information we provide to you as confidential and it must not be passed on or shared with any other person or business.

## Tenants

Once a tenancy is agreed we will provide the tenant with your personal contact information, as there is a legal requirement to do this.

## Sub-Contractors

We may sub-contract out some of the services we provide to you under this agreement, such as photography, accompanied viewings, erection of TO LET boards, inventory checks and property inspections during tenancies. A list of the third party sub-contractors is available on request.

## Contractors

We hold a list of preferred contractors who we may use to provide services to you at the property we are marketing and/or managing. We may obtain estimates/quotes for work from these contractors and we may instruct them to carry out work on your behalf. To do this we will provide the appropriate personal information they need to provide the required services. A full list of these contractors is available upon request.

## Utility suppliers

We will provide your details to the appropriate utility suppliers, as and when it is required to ensure correct billing from the suppliers.

Your details may be added to our mailing list and we may send you information regarding other relevant services we can provide to you. You will be able to unsubscribe to these emails at any time.

## Time periods

We will retain the personal information we hold for up to 6 years, because the time limit for any party to initiate civil action against us, should they believe they have a claim, is 6 years.

If you would like to contact us regarding any data issue, please contact Gary Rawlinson on telephone number: **020 8866 2300** or email [g.rawlinson@rawlinsongoldpinner.com](mailto:g.rawlinson@rawlinsongoldpinner.com)

You have the following rights relating to the information we hold on you:

- The right to make a Subject Access Request (SAR) to find out more about the data we hold about you.
- The right to be informed.
- The right of access
- The right to rectification

- The right to erasure (also known as the 'right to be forgotten').
- The right to restrict processing.
- The right to data portability.
- The right to object.

More information on how we hold and process your data is available on our website [rawlinsongoldpinner.com](http://rawlinsongoldpinner.com). More information on your rights is available at [www.ico.org.uk](http://www.ico.org.uk).

By signing you confirm that you have read and understand the GDPR as outlined above:

Signed by the landlord .....

Date signed .....





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