

Camden Lettings Scheme Terms and Conditions

Agent's Details (if applicable)	Landlord's Details
Redress Membership Details	
Agent / Landlord Accreditation Details / Membership Number	

Your property:

1.1 Your property will need to meet our property standards as listed in these terms and conditions and you should have vacant possession of the property and the legal right to let it (including the landlord's written consent if you are an agent).

1.2 You have obtained the full written permission of the lender (your bank or building society if you have a mortgage) or freeholder to let the property.

1.3 If a local authority is the freeholder of your property you have obtained a Deed of Covenant giving you permission to let the property in the private rented sector.

Documentation:

2.2 We require all landlords and agents to provide us with documentation relating to the property and the tenancy. You will be entitled to receive an incentive payment only if the council receives the required documentation as listed below:-

- ✓ A valid gas safety certificate showing that all appliances are safe to use. This should be provided by a Gas Safe Registered engineer and be updated on an annual basis.
- ✓ Periodic Inspection Report (NIC/EIC) or ECA for a domestic electrical installation that is both valid and satisfactory at the beginning of the tenancy with a minimum expiry date of six months from the start of the tenancy.
- ✓ An Energy Performance Certificate issued by an Accredited Domestic Energy Assessor, with a minimum rating of E.
- ✓ For certain properties we may require a Portable Appliance Test (PAT) certificate.

- ✓ Any further health and safety certificates as they become required by law.
- ✓ A signed copy of your tenancy agreement which has been seen and approved by an officer from the London Borough of Camden prior to signing.
- ✓ Where we have not worked with you before we will require your bank details.
- ✓ A signed and dated copy of this form.
- ✓ London Landlord's Accreditation User ID Number or course booking reference number if you are not already accredited. Or Accreditation details from equivalent local body as approved by the London Rental Standard.
- ✓ Membership details of Redress Scheme (if applicable).

The incentive payment:

3.1. Upon tenancy commencement date and the receipt of the required documents as stated above you will be entitled to receive a non-refundable incentive payment. This payment will be paid directly into your designated bank account. We endeavour to do this within 10 working days.

3.2 Please note that you will be entitled to receive an incentive payment only if the council receives the required documentation no later than the tenancy commencement date.

3.3 In exceptional circumstances the council may at its discretion allow certain documentation to be received after the tenancy commencement date. If agreed the documentation will need to be received by a specified date but this date must be within two calendar months of the tenancy commencement date for you to be entitled to the incentive, any such agreement to be given in writing.

3.4 The incentive payable for this property is stated on the first page of the document. We supplied you with a copy of this and we also keep our own copy on file.

3.5 We make our incentive payments in lieu of a deposit or rent in advance from the tenant. If you have already taken a payment from a tenant you should return this to your tenant as soon as possible.

The tenancy:

4.1 The tenancy will be an assured shorthold tenancy. The agreement will be directly between you and your tenant. The London Borough of Camden is not part of the tenancy.

4.2. You will be responsible for managing the property. This includes dealing with the rent account and property maintenance as well as communicating directly with your tenant.

4.3 We provide all of our landlords with a free tenancy agreement which is specifically designed for use with the private renting scheme.

4.4 You are free to use your own agreement provided that we have checked it is suitable for use on the scheme before it is signed.

4.5 All tenancies should last for at least 12 months and must not contain a break clause.

4.6 Because of this we recommend that all landlords and agents include a forfeiture clause allowing them to recover possession within the fixed term if the tenant is in breach of their tenancy obligations.

The rent:

5.1 We will agree the rent directly with you before the tenancy is signed.

5.2 You understand and accept that your tenant is likely to be claiming local housing allowance (housing benefit). We will ask the local housing benefit department to pay the rent directly to your bank account.

5.3 In most cases we will agree rents up to the maximum local housing allowance (LHA) rate for the location of your property (this is known as the Broad Rental Market Area (BRMA)). This is to ensure that your tenant will be able to afford to pay you their rent. However in some cases we may agree an additional amount of up to a maximum of £10.00 per week over the maximum LHA rate subject to an affordability assessment of the client. This will be subject to our discretion and will be authorised in writing.

5.4 All local housing allowance payments will be made in arrears (every four weeks to you or every two weeks if payments go to your tenant). You agree to accept payments in arrears.

Maintaining your property:

6.1 You will retain your legal duties in relation to maintenance and disrepair.

Ending the tenancy:

7.1 As a private landlord you can only end the tenancy by following the correct legal procedure to evict your tenant. In most situations we are unable to rehouse tenants unless this process has been followed. However, we will offer you support and advice in an effort to mitigate any losses during this period.

7.2 If you choose to evict your tenant and they are not in breach of the tenancy agreement we may be unable to reuse your property on the private renting scheme.

7.3 You tenant may end their contract early by giving one month's notice in writing at any time in the event that they bid successfully for secure accommodation provided by the London Borough of Camden, or any other local authority or social landlord.

7.4 In the event that your tenant does bid successfully we will make every effort to mitigate any rental losses by providing a replacement tenant of your choice provided that the property is in a habitable condition.

Landlord aftercare service:

8.1 We offer all of our landlords an aftercare service for the first two years of the tenancy (or for the duration of fixed terms for longer tenancies).

8.2 The main purpose of the aftercare service is to give you expert advice and support to help you manage the property. This does not mean that we will assume management responsibility on your behalf.

8.3 We will respond to all queries within 24 hours. As part of our aftercare service we may offer you one-off advice, access to free best practice self-help guides or a more detailed casework service.

8.4 We may be unable to offer you a full service if you are unable to provide us with basic information which you should have. This may include up-to-date and accurate rent accounts and records of your property inspections.

Our Landlords:

We reserve the right to work with landlords and agents who we feel will best match the needs of our client group. This means that where we identify the need to, we reserve the right to refuse properties or to discontinue our relationship with landlords or agents.

Equalities and diversity:

As an organisation we are committed to ensuring that our partners understand and value our equalities policy by demonstrating that all practical steps are being taken to allow equal access, and equal treatment is given to all tenants. For more information on this visit our website:

camden.gov.uk/ccm/content/community-and-living/your-localcommunity/equalities/camdens-equality-policy.en

Standard tenancy terms:

You agree to incorporate the following standard terms into the tenancy agreement. The following terms override any other contractual terms agreed:

1. The landlord and tenant agree to let for the term agreed without a break clause. Where the tenant is in breach of the tenancy agreement the landlord will use the forfeiture clause to regain possession (by making an application to the county court).

2. To allow the landlord, agent or contractors access at all reasonable hours of the daytime to inspect the condition of the property or to carry out repairs or other works to the property, or to carry out maintenance of the appliances. The landlord will normally give at least 24 hours' notice in writing but the tenant will give immediate access in an emergency.

3. The tenant may end this contract early by giving one months' notice in writing at any time in the event of obtaining secure accommodation through London Borough Camden's choice based lettings scheme or any other allocation scheme adopted by London Borough Camden, or any other local authority or registered social landlord.

4. If the tenant is offered a secure tenancy through the choice based lettings scheme or any other allocation scheme the landlord will accept a shorter period of notice. London Borough of Camden will use its best endeavours to mitigate any rental loss suffered by the landlord by finding new prospective tenants under the private renting scheme who could take up occupation for the rest of the term as long this is not less than six months and the property is in good repair and in a habitable condition for the use by the prospective tenant (as determined by the London Borough Camden).

5. To allow the landlord, within the last 28 days of the tenancy, access to enter and view the property with prospective tenants at all reasonable hours. (The landlord will normally give 24 hours' notice in writing).

Camden Property Standards:

For information on our property standards please visit <http://camden.gov.uk/camdenlettings>

Declaration:

1. I confirm that I have not been convicted of any offence relating to my role as a landlord, or any offence of a violent, sexual or discriminatory nature.
2. There are no outstanding statutory notices on the premises being let.
3. I have read and understand the terms and conditions.
4. To the best of my knowledge the information I have given is true and accurate.

Landlord's signature **Date**

Print name

I confirm that I have the authority to act for the landlord and I have read and understand the terms and conditions and that to the best of my knowledge the information I have given is true and accurate.

Agent's signature **Date**

Print name

Please return this form to:

Private Sector Initiatives Team
London Borough of Camden
Town Hall
Judd Street
London WC1H 9JE

Tel: 020 7974 4158
Email: psit@camden.gov.uk
Web: camden.gov.uk/camdenlettings