



Room Letting Terms and conditions

Commission Fees

Fees for Sakura Property/room letting service (6 months let)

1. Letting Service for a 6 months contract.
(The fee is deductible from the first month's rent.)

Two (2) weeks rent

2. The fee for any renewal of four months to six months, payable by the landlord.

£85.00

3. The fee for any renewal for the period within 3 months.

£50.00

Fees for Sakura Property/room letting service (Short-let)

1. Letting Service for a 1 - 2 weeks contract.
(The fee is deductible from the rent.)

£60.00

2. Letting Service for a 3 - 4 weeks contract.
(The fee is deductible from the rent.)

£85.00

3. If a contract is more than 4 weeks, our fee is **'(two weeks rent ÷ 6) x the number of months in term.'**

There is no renewal of short-let. The contract will be a fix term contract for a short-let.

1.0 Letting Service

1.1 Initial Commission

- 1.1.1 In the event that Sakura Properties introduces a prospective tenant who enters into an agreement to rent the landlord's property (the "Initial Agreement"), commission becomes payable to Sakura Properties, whether Sakura Properties draws up an agreement or not.
- 1.1.2 The Initial Commission fee is payable on the commencement of the tenancy. The fee is deductible from the first month's rent, or if Sakura Properties do not receive the first month's rent, the Initial Commission fee is payable to Sakura Properties by the landlord.
- 1.1.3 The Initial Commission fee is payable for any tenant introduced to the property by Sakura Properties, whether or not the tenancy is finalized by Sakura Properties.
- 1.1.4 Fees are not refundable if the agreement for which the fee is charged is broken whether with or without a break clause.

1.2 Renewal Commission

- 1.2.1 Sakura Properties will endeavour to contact both the landlord and tenant before the end of the initial Agreement, to negotiate an extension of the tenancy if so required.
- 1.2.2 In the event that the tenant renews, extends, holds-over, and/or enters into a new agreement for which rental income is received, commission becomes payable to Sakura Properties ("Renewal Commission").
- 1.2.3 The Renewal Commission fee is due and payable on the commencement of each Renewal taking place from the expiry of the Initial Agreement.
- 1.2.4 Where a Renewal is for an agreed term, the scale of Renewal Commission fees charged is as set out above.
- 1.2.5 Sakura Properties will send the landlord a commission invoice by email.
- 1.2.6 If there is no sign of payment from the landlord by the re-commencement date, Sakura Properties will ask the tenant to start paying the rent to Sakura Properties, and deduct the Renewal Commission from the paid rent.
- 1.2.7 Renewal Commission will be due whether or not the renewal, extension, hold-over, or new agreement with the tenant is negotiated by Sakura Properties.

1.3 Tenancy Agreement

- 1.3.1 The type of Agreement used for your tenant will depend on your circumstances.
- 1.3.2 If you are a "Resident Landlord" who lets part of your own home, an agreement would be a License Agreement.
- 1.3.3 If you are not a "Resident Landlord", we normally provide an Assured Shorthold Tenancy which is 6 months or more.
- 1.3.4 Short/Holiday-let agreement is a tenancy which is period less than 6 months.

1.4 The Break Clause

- 1.4.1 A tenant (Licensee) on a license can give one months notice to terminate the agreement at any time, and for any reason. Should a tenant wish to terminate an agreement, the tenant will pay the landlord one week's rent as compensation. This penalty will be deducted from the Tenant's deposit after the termination of the agreement. The Landlord (Licensor) of a License Agreement can give one months notice to terminate the agreement at any time, and for any reason. If the landlord wishes to terminate the agreement, the landlord will pay the tenant one week's rent as compensation. This penalty will be deducted from the final rent.
- 1.4.2 A tenant on an Assured Shorthold Tenancy can give two months notice, expiring no earlier than the end of 6 months term. The Landlord on an Assured Shorthold Tenancy also can give two months notice expiring no earlier than the end of 6 months term.

1.5 Collection of Rent

- 1.5.1 After the first month of the Agreement, the tenant will pay you the rent directly by whatever means agreed between yourselves.
- 1.5.2 Sakura Properties is not responsible in any way for the ongoing collection of the rent, or rent arrears.

1.6 Deposit

- 1.6.1 The deposit will be held in accordance with the terms of the tenancy agreement.
- 1.6.2 For all non Assured Shorthold Tenancies, Sakura Properties will obtain and hold as stakeholder, one month rent as a deposit, and as security against the tenant's liabilities, including cleaning and breakages.
- 1.6.3 At the end of the License Agreement, if you as the Licensor wish to charge for damage and cleaning, we will need the agreement of both Licensor and Licensee before releasing the deposit.
- 1.6.4 Sakura Properties will hold the full amount of the deposit (if agreement is a License.) until an agreement between both parties is reached.
- 1.6.5 Occasionally it may take a long time to obtain the agreement of both parties. In order to avoid disputes, Sakura Properties strongly recommends that all Landlords / Licensors make a detailed inventory list when a tenant moves in. Sakura Properties can provide a standard inventory check sheet on request.
- 1.6.6 In the event that the Licensor/Landlord fails to acknowledge a request for the return of the Licensee's/Tenant's deposit more than 14 days after being requested to do so by Sakura Properties, Sakura Properties will refund the full deposit to the Licensee/ Tenant.
- 1.6.7 Under the terms of our Assured Shorthold Tenancy Agreement, the deposit will be held in a Deposit Protection Scheme by Sakura Properties, in accordance with the Housing Act 2004 and the provisions of the Deposit Protection Scheme operated by Tenancy Deposit Solutions Limited (trading as mydeposit.co.uk). Under this scheme, undisputed deposits

must be released to the tenant within ten days of termination of the tenancy. Sakura Properties takes no responsibility should the Landlord fail to register the deposit in an alternative Deposit Protection Scheme.

1.7 References (Right to rent immigration check)

- 1.7.1 Where the initial terms of the letting is for a period of less than six months, Sakura Properties will take reasonable steps to attempt to verify the identity of potential tenants. Where the initial terms of the letting are for a period six months or more, Sakura Properties will obtain references on prospective tenants.
- 1.7.2 By signing the tenancy agreement, or otherwise instructing Sakura Properties to proceed with letting, the landlord, or landlord's agent, is deemed to have seen and accepted any such references, or identity checks, or waived the requirement for Sakura Properties to obtain these.

1.8 Inventory

- 1.8.1 To avoid disputes, Sakura Properties strongly recommends all Landlords make a detailed inventory list when a tenant moves in. Sakura Properties can provide a standard inventory check sheet on request.
- 1.8.2 Documentary evidence must be provided to substantiate any claim, and where applicable original receipts with the Vendor's/Business' details will be required. Handwritten or receipts typed by the Landlord will not be accepted.
- 1.8.3 If the landlord does not do inventory check when the tenant moves in and moves out, it is very unlikely that the landlord will be able to claim for any damages from tenant's deposit.
- 1.8.4 If deposit disputes severely occurs and both parties can not agree with each other, Sakura Properties will advise Tenants to contact 'Tenancy Deposit Protection Scheme' under Assured Shorthold Tenancies. For all non Assured Shorthold Tenancies, Sakura Properties will advise Tenants to contact Citizens Advice Office/ Shelter in England/ solicitors or advise agency for legal advice.
- 1.8.5 Sakura Properties do not accept any liability for any damage caused by tenant/licensees.

1.9 The Gas Safety (Installation & Use) Regulation 1998

- 1.9.1 Under the gas Safety (Installation and Use) Regulations 1998 it is the responsibility of the owner of a property to ensure that the safety of all the gas appliances in the property are checked annually by a qualified and registered gas engineer. It is a criminal offence not to comply with the regulations, although details of a recommended contractor can be supplied on request.
- 1.9.2 Sakura Properties insists that a CORGI Certificate is provided by the Landlord **BEFORE** the start of the tenancy.

1.10 The Electricity Equipment (Safety) Regulations 1994

- 1.10.1 The landlord is legally responsible for ensuring that the electrical installation and all appliances within the property are maintained in good order and regularly checked for safety by an appropriate registered engineer.
- 1.10.2 By signing this terms and conditions you attest that all appliances and fittings are safe.

1.11 The Furniture and Furnishings (Fire) (Safety) Regulations 1998

- 1.11.1 The landlord warrants that he/she is fully aware of the terms and conditions of the above Regulations including any subsequent amendments or replacement Regulations (hereafter referred to as the Regulations). The landlord declares that all furniture presently in the property in the property or to be included in a property to which this agreement applies, complies in all respects with the Regulations.
- 1.11.2 The landlord further warrants that any furniture purchased for the property after the date of this agreement will also comply with the Regulations for the duration of the tenancy and any Renewals.
- 1.11.3 By signing this terms and conditions you attest that all soft furnishings within the demise of the room that you will let comply with these Regulations.

1.12 The Energy Performance Certificates (EPCs)

- 1.12.1 The Energy Performance Certificates (EPCs) are required for all landlords of an Assured Shorthold Tenancy.
- 1.12.2 This certificate will remain valid for ten years. Landlords are required by law to obtain and make available a copy of the EPC to prospective tenants at the earliest opportunity and must provide the person who take up the tenancy with a copy.

1.13 HMO Licensing (House in Multiple Occupation)

- 1.13.1 From 6 April 2006 there is a legal requirement for the owner of a licensable house in multiple occupation (HMO) to apply to the relevant local authority for a licence. Failure to do so is an offence. This requirement is contained in Part 2 of the Housing Act 2004. You may better check with your local council to be sure that your house should be licensed or not.
- 1.13.2 Landlords who let licensable HMOs without obtaining a licence are committing a criminal offence. If prosecuted they could have to pay a fine of up to £20,000.

1.14 Management property

- 1.14.1 Managing the property is Landlord's responsibility. Whenever the Landlord is away for holidays etc, the Landlord should provide the Tenant with all contact information for any preferred Tradesmen, and where applicable that of a Caretaker.

1.14.2 Sakura Properties is not responsible in managing any properties.

1.15 The Smoke and Carbon Monoxide alarm Regulation 2022

1.15.1 A smoke alarm must be installed on every storey of the premises on which there is a room used wholly or partly as living accommodation. 'Storey' is not defined in the regulations. It should be given its ordinary meaning.

1.15.2 Typically, you will be required to position a fire alarm in circulation areas between bedrooms and also where a fire is most likely to break out, such as kitchens and living rooms. There should be a smoke alarm fitted on every storey of the dwelling and within 7.5m of doors to every habitable room.

1.15.3 Shared accommodation with a landlord or landlord's family is excluded from the regulations at the moment (in 2023), but Sakura Properties strongly recommend following this alarm regulation for you and your tenant's safety.

1.15.4 The requirements are enforced by local authorities who can impose a fine of up to £5,000 where a landlord fails to comply with a remedial notice.

1.16 Indemnity

1.16.1 The landlord undertakes to keep Sakura properties fully and effectively indemnified in respect of any claim, demand, liability, cost, expense or prosecution which may arise due to the failure of the landlord to comply fully with the terms of all the above Regulations, including any subsequent amendments thereto or replacement Regulations.

1.15.2 The landlord agrees to indemnify Sakura Properties as agent against any costs, expenses or liabilities incurred or imposed on us, provided they were incurred on the landlord's behalf in pursuit of our normal duties.

2.0 General Notices

2.1 Outstanding fees

2.1.1 The landlord agrees that, where any of Sakura Properties' fees and/or commission charges remain outstanding for more than seven days, Sakura Properties may ask the tenant to start paying the rent through Sakura Properties.

2.1.2 Should the Landlord continuously fail to pay Sakura Properties' fee after several Reminder Letters, Sakura Properties then reserves the right to terminate any Contract with the Landlord, and will refund the Tenant's deposit to the Tenant.

2.2 Applicants and Tenants from Sakura Properties

2.2.1 The Landlord must not engage in business directly with any applicants, nor request or accept his/her personal details, such as a mobile number, current address etc, before he/she has signed any such relevant Contract(s) and Terms and Conditions with Sakura Properties.

2.2.2 Sakura Properties reserves the right to terminate a contract with the landlord if Sakura Properties receives number of complains from different tenants at the same property.

2.3 Tax

- 2.3.1 Income from renting a room is taxable. (We recommend that any Landlord should check the exemption limit from HM Revenue & Customs)

2.4 Benefit

- 2.4.1 Income from letting a room is taken into account when working out entitlement to benefits. If you are supplementary benefits, this income must be declared to the relevant agencies.

2.5 Criminal Record

- 2.5.1 If you are a Residential Landlord and have a Criminal Record, Sakura Properties will unfortunately not be able to provide you with any Tenants.
- 2.5.2 Sakura Properties discovers that a Landlord does have a criminal record, and failed to inform Sakura Properties as such, Sakura Properties reserve the right to terminate a contract with the landlords who have criminal records.

Declaration

I/We confirm that I/we have read Sakura Properties' Terms & Conditions and wish the Agent to undertake the letting.

By signing and returning this document to Sakura Properties.
I/we confirm acceptance of these Terms & Conditions.

I/We understand that Sakura Properties will take no steps to market my room without first receiving a signed copy of these Terms and Conditions.