



Room Letting Terms and conditions (for 'Lodger Agreement')

Sakura Properties Ltd (registered in England and Wales with registered number 06523376) is a specialist agency connecting local landlords with reliable Japanese lodgers. If you have a spare room in your house, we can help you make the most of your space, ensuring a smooth and hassle-free hosting experience.

1.0 Scope of Service: Let Only Service

- 1.1 The **Sakura Properties** shall provide a "Let Only" service to the Landlord. The scope of this service is strictly limited to marketing the Property, introducing potential Lodgers, conducting Right to Rent checks, and facilitating the execution of the **Lodger Agreement**.
- 1.2 Upon the successful signing of the Lodger Agreement by both parties and the move-in of the Lodger, the **Sakura Properties'** obligations under this Agreement shall be deemed fully discharged.
- 1.3 For the avoidance of doubt, the **Sakura Properties** shall **NOT** be responsible for the ongoing management of the Property, rent collection, maintenance, or resolving any disputes between the Landlord and the Lodger during the occupancy. The Landlord shall retain full responsibility for all day-to-day management and operational matters.

2.0 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.

3.0 Letting Service

3.1 Initial Commission

3.1.1	In the event that Sakura Properties introduces a prospective lodger 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.
3.1.2	The Initial Commission fee is payable on the commencement of the Agreement. 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.
3.1.3	The Initial Commission fee is payable for any lodger introduced to the property by Sakura Properties, whether or not the Agreement is finalized by Sakura Properties.
3.1.4	Fees are not refundable if the agreement for which the fee is charged is broken whether with or without a break clause.

3.2 Renewal Commission

3.2.1	Sakura Properties will endeavour to contact both the landlord and lodger before the end of the initial Agreement, to negotiate an extension of the Agreement if so required.
3.2.2	In the event that the lodger 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").
3.2.3	The Renewal Commission fee is due and payable on the commencement of each Renewal taking place from the expiry of the Initial Agreement.
3.2.4	Where a Renewal is for an agreed term, the scale of Renewal Commission fees charged is as set out above.
3.2.5	Sakura Properties will send the landlord a commission invoice by email.
3.2.6	If there is no sign of payment from the landlord by the re-commencement date, Sakura Properties will ask the lodger to start paying the rent to Sakura Properties, and deduct the Renewal Commission from the paid rent.
3.2.7	Renewal Commission will be due whether or not the renewal, extension, hold-over, or new agreement with the lodger is negotiated by Sakura Properties.

3.3 Lodger Agreement

3.3.1	The type of Agreement used for your tenant will depend on your circumstances.
3.3.2	If you are a "Resident Landlord" who lets part of your own home, an agreement would be a Lodger Agreement.
3.3.3	If you are not a "Resident Landlord", we normally provide a Tenancy

	Agreement which is 6 months or more and followed by the government regulations.
3.3.4	Short/Holiday-let agreement is a Agreement which is period less than 6 months.
3.3.5	If you as the Landlord have very unique house rules, you need to tell Sakura Properties in advance to avoid any disputed.

3.4 The Break Clause

3.4.1	A lodger on an agreement can give one months notice to terminate the agreement at any time, and for any reason. Should a lodger wish to terminate an agreement, the lodger will pay the landlord one week's rent as compensation. This penalty will be deducted from the lodger's deposit after the termination of the agreement. The Landlord of a Lodger 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 lodger one week's rent as compensation. This penalty will be deducted from the final rent.
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3.5 Collection of Rent

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

3.6 Deposit

3.6.1	The deposit will be held in accordance with the terms of the Lodger agreement.
3.6.2	For all the Lodger Agreement, Sakura Properties will obtain and hold as stakeholder, one month rent as a deposit, and as security against the lodger's liabilities, including cleaning and breakages. The deposit's held in "Client Account" (The Client Money Protection Schemes for Property Agent Regulation 2019)
3.6.3	At the end of the Lodger Agreement, if you as the Landlord wish to charge for damage and cleaning, we will need the agreement of both Landlord and Lodger before releasing the deposit.
3.6.4	Sakura Properties will hold the full amount of the deposit until an agreement between both parties is reached.
3.6.5	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 make a detailed inventory list when a lodger moves in. Sakura Properties can provide a standard inventory check sheet on

	request.
3.6.6	In the event that the Landlord fails to acknowledge a request for the return of the lodger'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.
3.6.7	If the Agreement is not 'Lodger 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 lodger 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.

3.7 References (Right to rent immigration check)

3.7.1	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 lodgers. Where the initial terms of the letting are for a period six months or more, Sakura Properties will obtain references on prospective lodgers.
3.7.2	By signing the 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.

3.8 Inventory

3.8.1	To avoid disputes, Sakura Properties strongly recommends all Landlords make a detailed inventory list when a lodger moves in. Sakura Properties can provide a standard inventory check sheet on request.
3.8.2	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.
3.8.3	If the landlord does not do inventory check when the lodger moves in and moves out, it is very unlikely that the landlord will be able to claim for any damages from lodger's deposit.
3.8.4	If deposit disputes severely occurs and both parties can not agree with each other, Sakura Properties will advise Lodgers to contact Citizens Advise Office/ Shelter in England/ solicitors or advise agency for legal advise.
3.8.5	Sakura Properties do NOT accept any liability for any damage caused by lodgers.

3.9 The Gas Safety (Installation & Use) Regulation 1998

3.9.1	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.
3.9.2	Sakura Properties insists that a CORGI Certificate is provided by the Landlord BEFORE the start of the Agreement.
3.9.3	Annual Gas Safety Check Every landlord shall ensure that each appliance and flue to which that duty extends is checked for safety within 12 months of being installed and thereafter at intervals of not more than 12 months. Within 28 days of a check of an appliance or flue being completed, a copy of the record shall be given to each lodgers associated with that appliance or flue.
3.9.4	Every landlord shall ensure that a record of a check is kept until there have been two further checks of the appliance or flue under this paragraph.

3.10 The Electricity Equipment (Safety) Regulations 1994

3.10.1	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.
3.10.2	By signing the Lodger Agreement, you attest that all appliances and fittings are safe.

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

3.11.1	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.
3.11.2	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 Agreement and any Renewals.
3.11.3	By signing the Lodger Agreement, you attest that all soft furnishings within the demise of the room that you will let comply with these Regulations.

3.12 The Smoke and Carbon Monoxide Alarm (England) Regulations 2015 (as amended)

3.12.1	Working smoke alarms are on every floor and carbon monoxide alarms are required for all landlords.
3.12.2	The Smoke and Carbon Monoxide Alarm (England) Regulations 2015 (as amended) mandate that private landlords ensure working smoke alarms

	are on every floor and carbon monoxide alarms are in rooms with fixed combustion appliances. Landlords must verify these alarms are in proper working order on the day the Agreement begins and repair or replace them as soon as reasonably practicable if reported faulty.
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3.13 HMO Licensing (House in Multiple Occupation)

3.13.1	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.
3.13.2	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.

3.14 Management property

3.14.1	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.
3.14.2	Sakura Properties is not responsible in managing any properties.

3.15 The Smoke and Carbon Monoxide alarm Regulation 2022

3.15.1	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.
3.15.2	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 a smoke alarm fitted on every storey of the dwelling and within 7.5m of doors to every habitable room.
3.15.3	Shared accommodation with a landlord or landlord's family is excluded from the regulations at the moment (in 2026), but Sakura Properties strongly recommend following this alarm regulation for you and your tenant's safety.
3.15.4	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.

3.16 Indemnity

3.16.1	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
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	fully with the terms of all the above Regulations, including any subsequent amendments thereto or replacement Regulations.
3.16.2	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.
3.16.3	The Landlord shall indemnify and hold harmless the Company against any claims, losses, or damages arising from the Lodger's occupancy.

4.0 General Notices

4.1 Outstanding fees

4.1.1	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.
4.1.2	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 Lodger's deposit to the Lodger.

4.2 Applicants and Lodgers from Sakura Properties

4.2.1	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.
4.2.2	Sakura Properties reserves the right to terminate a contract with the landlord if Sakura Properties receives number of complains from different lodgers at the same property.

4.3 Tax and Rent a Room Scheme Disclaimer

4.3.1	Income from renting a room is taxable. (We recommend that any Landlord should check the exemption limit from HM Revenue & Customs)
4.3.2	The Landlord acknowledges that they are aware of the UK Government's Rent a Room Scheme, which allows individuals to earn up to £7,500 per year tax-free from letting out furnished accommodation in their main residence.
4.3.3	It is the sole responsibility of the Landlord to ensure that they meet all the eligibility criteria set by HM Revenue & Customs (HMRC) to qualify for the Rent a Room Scheme, including but not limited to ensuring that the Property is the Landlord's only or main residence and that the room is let furnished.
4.3.4	For the avoidance of doubt, the Company (Sakura Properties) does not provide professional tax, accounting, or legal advice. The Company shall

	NOT be held liable for any tax liabilities, penalties, or losses incurred by the Landlord arising from their tax status, income declaration, or failure to qualify for the Rent a Room Scheme. The Landlord is strongly advised to seek independent tax advice if required.
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4.4 Benefit

4.4.1	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.
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4.5 Criminal Record

4.5.1	If you are a Residential Landlord and have a Criminal Record, Sakura Properties will unfortunately not be able to provide you with any Lodgers.
4.5.2	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.

5.0 Data Protection and Right to Erasure (Deletion)

5.1	Once you agree with this Terms & Conditions, Sakura Properties starts marketing a room in your house. Sakura Properties will use photos of your property only for marketing purpose. (excluding your house/flat number.)
5.2	When a prospective lodger wishes to view your property, Sakura Properties will tell the prospective lodger your property address, your contact details for arranging the viewing.
5.3	Sakura Properties shall comply with all applicable data protection legislation, including the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018.
5.4	Upon the written request of the Landlord, Sakura Properties shall delete all personal data held about the Landlord and their Property within 30 days, subject to next clause.
5.5	Exceptions to Deletion: The Landlord acknowledges that Sakura Properties is legally required to retain certain records for tax, accounting, and compliance purposes. Sakura Properties reserves the right to retain necessary data (including but not limited to transaction invoices, executed agreements, and Right to Rent check logs) for the minimum statutory period required by UK law (typically up to 6 years), after which such data will be permanently and securely destroyed.