



## **RENTAL WARRANTY TERMS & CONDITIONS 2010**

### **ELIGIBILITY:**

The landlord, or managing agent acting on their behalf, must ensure that the following procedures are adhered to. They must:

A: Not allow a tenant into possession of the property other than on the basis of an already completed written tenancy agreement duly signed by all parties and if applicable already completed signed Guarantor agreement.

B: be based on one of the following:

- an assured shorthold tenancy (including company)
- a short assured tenancy; or
- an assured tenancy

These are all defined by the Housing Act 1988

C: Not allow any tenant into occupation until the first months rent payment has been paid in cash or payment has cleared in Landlord or Managing Agents bank account.

D: Ensure all tenants and where applicable Guarantors are fully referenced and successfully pass the referencing procedure and any requirements deemed to be necessary are adhered to as noted on the conclusion.

### **EXCLUSIONS:**

Benefit will not be paid in respect of any claim:

A: Where the completed claim form is received more than 31 days after the event;

B: The First month's unpaid rent per claim;

### **RENT WARRANTY COVER**

Monthly rent will be covered in respect of arrears of rent owed on the Landlords property covered by RENTCHECKS Rent Warranty until vacant possession has been gained or the end of the contract or initial tenancy period, whichever happens soonest.

**VACANT POSSESSION UNDER THE WARRANTY IS WHEN THE TENANT NO LONGER OCCUPIES THE PROPERTY AND WE MAY AT ANYTIME REQUEST THAT YOU ISSUE AN ABANDONMENT NOTICE IN RELATION TO THIS.**

**THE WARRANTY DOES NOT COVER FOR THE RETURN OF KEYS. VACANT POSSESSION DETERMINED BY RENTCHECKS IS ALWAYS AT OUR DISCRETION.**

A 6-12 month Rent Warranty contract shall pay out for no more than a maximum of 5 or 11 months rent arrears in any one claim. Rent Warranty start and end dates and tenancy periods must run in line with the tenancy agreement.

In the case of the Rent Warranty amounts payable will not exceed £15,000, which is the maximum amount of cover per contract.

#### ALTERATION OF CONTRACT

The landlord or managing agent acting on their behalf shall notify RENTCHECKS as soon as they become aware of any alteration in risk which may affect the Rent Warranty contract. The landlord or managing agent acting on their behalf may be required to pay an additional fee to RENTCHECKS. I understand that the failure to notify RENTCHECKS of any changes may result in a claim being declined or the contract being cancelled.

#### CLAIMS PROCEDURE

If the rent is overdue the tenant and Guarantor must be contacted within 7 days in writing (copies to be retained) to find out why the rent has not been paid. If rent still remains overdue for a further 7 days the tenant and Guarantor must be contacted again in writing (copies to be retained) if applicable at the place of work.

You must adhere to the conditions outlined in the letter accompanying the claim form.

Where the landlord or managing agent acting on their behalf becomes aware of an existing or potential claim under any part of the Rent Warranty contract the landlord or managing agent acting on their behalf shall notify RENTCHECKS promptly and forward a fully completed claim form which is to be received by RENTCHECKS no more than 31 days after the rent was due.

Claim forms can be requested and submitted by contacting the claims department:  
Tel: 0800 043 0435  
E-mail: [claims@rentchecks.com](mailto:claims@rentchecks.com)

#### CLAIMS PROCEDURE

The Managing Agent or Landlord must keep RENTCHECKS fully informed of all occurrences relating to the claim within the claim period.

A Section 21 should be issued to the tenant within the terms and conditions of the Assured Shorthold Tenancy Agreement by the landlord or managing agent acting on their behalf.

#### GENERAL CONDITION

- A: RENTCHECKS will negotiate any claim for the landlord or managing agent acting on their behalf.
- B: RENTCHECKS will instruct a lawyer at their discretion.
- C: The appointed lawyer will be secured by RENTCHECKS and represent the landlord or managing agent acting on their behalf according to our standard terms of appointment.
- D: RENTCHECKS will have direct contact with the appointed lawyer.
- E: The landlord or managing agent acting on their behalf must give the appointed lawyer any instructions that RENTCHECKS ask for.
- G: The landlord or managing agent acting on their behalf must tell us if anyone offers to settle a claim.

H: If the landlord or managing agent acting on their behalf do not accept a reasonable offer to settle a claim RENTCHECKS may refuse to pay further payments.

I: The landlord or managing agent acting on their behalf must not negotiate or agree to settle a claim without approval from RENTCHECKS.

J: If RENTCHECKS require, the landlord or managing agent acting on their behalf must tell the appointed lawyer to have legal costs taxed, assessed or audited.

K: The landlord or managing agent acting on their behalf must take every step to recover legal costs/rent arrears that RENTCHECKS have to pay and must pay RENTCHECKS any rent arrears that are recovered.

L: If the appointed lawyer refuses to continue acting for the landlord or managing agent acting on their behalf dismisses the appointed lawyer, the RENTCHECKS Warranty will end at once, unless RENTCHECKS agree to appoint another appointed lawyer.

M: Warranted benefits will be withheld if the landlord or managing agent acting on their behalf acts without the consent or contrary to the advice of RENTCHECKS.

N: If benefits are paid out in respect of rent arrears and subsequent payments are received from the tenant, these payments must be forwarded to RENTCHECKS without fail. RENTCHECKS takes precedence over any other claimant.

O: At any time during a rent arrears claim RENTCHECKS may request proof that the property is still occupied and vacant possession has not been gained. We may also at any time send a replacement of RENTCHECKS to confirm this.

P: If you have not received a Rent Warranty contract schedule or paid in full within 14 days of the contract start date, the warranty will not be in force. If you do not receive confirmation of cover within 10 days of inception/renewal you must contact us immediately.

Q: In the event of court action the managing agent of landlord must present outstanding arrears in full, not including any benefits received in respect of a claim under this Rent Warranty contract.

R: Dilapidation's deposit cannot be used for rent arrears without the expressed permission of RENTCHECKS.

S: Dilapidation's deposit should be solely used for damage to property and possessions only and should be validated by receipted invoices. The warranty will not cover any other costs or charges taken from the deposit other than the above. The remaining amount (if any) must be forwarded to RENTCHECKS (except where term R above has been granted).

T: All referencing pertaining to the issued Rent Warranty must have been paid in full, and all documentation relating to the referencing must be retained. No claim will be honoured otherwise.

U: In the event that payment has been received after 14 days from the contract start date a Declaration issued by RENTCHECKS will be required to be signed and returned. The Declaration should only be signed to confirm that there are no rent arrears to date or circumstances that may give rise to a claim.

V: In the event of a claim or rent arrears occurring after renewal invitation and before renewal date, renewal may be declined and/or lapsed as per renewal declaration.

### CANCELLATION

The landlord or managing agent acting on their behalf may cancel the Rent Warranty contract at any time by giving 14 days notice in writing.

RENTCHECKS may cancel the Warranty Contract at any time giving notice in writing to the landlord or managing agent. No refunds are available in the event of cancellation by either party.

TERMINATION:

The Rent Warranty contract will terminate on the earliest of the following events:

- A: The end of the tenancy
- B: The landlord or managing agent acting on their behalf fails to pay the relevant Rent Warranty contract fee when due.

Notification of a claim will not be accepted if the date of non-payment of rent is after the termination of the Rent Warranty contract.

If the landlord or managing agent acting on their behalf does not keep to the terms of the Rent Warranty contract they will not be entitled to any benefit.

TERMS OF COVER

For cover to continue under the Rent Warranty contract the landlord or managing agent acting on their behalf must keep up to date clear rental records.

Rent Warranty contract will be withheld if the landlord or managing agent acting on their behalf acts without consent or contrary to the advice of RENTCHECKS.

Rent Warranty contract will not provide cover for any pre-existing events which would give rise to a claim.

**For the avoidance of doubt, RENTCHECKS' 6-12 month Rent Warranty contract is in support of the quality of RENTCHECKS Referencing – they are not contracts of insurance and any benefits provided are at the sole discretion of RENTCHECKS.**

All benefits from the Rent Warranty contract will cease once vacant possession has been obtained.

We will not be able to help you if we think there is little chance of winning your case. Please do not ask for help from a solicitor before we have agreed. If you do, we will not pay the costs involved.

The rental amount covered by the warranty is the amount stated on the Assured Shorthold Tenancy Agreement, or the amount referenced whichever is lower (Rent Warranty does not provide cover for utility bills). Claims of rent over £2000 or part payment thereof will be declined if an individual agreement between the landlord and RENTCHECKS has not been taken out. This product will only be available throughout England and Wales and is subject to English Law.

RENTCHECKS reserves the right to amend the conditions of this Rent Warranty contract without notice.

Errors and Omissions accepted.

The Rent Warranty is non transferable.

### COMPLAINTS

It is always our intention to provide a first class standard of service however, if you do have cause for complaint, you should contract RENTCHECKS in writing.

RentChecks  
Creditas Ltd  
Church House  
102 Pendlebury Road  
Swinton  
M27 4BF

If the matter is not resolved to your satisfaction, please write to:

The Financial Ombudsman Service  
South Quay Plaza,  
183 Marsh Wall,  
London  
E14 9SR