

1. Guarantee

SafetyLet® will provide the Landlord with legal services following a Tenant's default on the Tenancy Agreement relating to a private residence ("the property"). The areas of Guarantee are as follows:

(i) Eviction

SafetyLet® will provide an eviction service in the event that it becomes necessary to evict the Tenant owing to either rental arrears or other default by the Tenant. Additionally, eviction on the grounds of unauthorised occupation, e.g. squatters, is included.

(ii) Other Disputes between Landlords and Tenants

In the event of the other disputes between the Landlord and the Tenant, SafetyLet® will provide a legal service.

2. Limits of Guarantee

(i) Maximum Liability of SafetyLet® will be £10,000 in respect of any one Guaranteed Incident or series of Guaranteed Incidents and in all.

(ii) The decision of SafetyLet® over dilapidation disputes will be binding as to the value of the dilapidations in such disputes.

3. The Tenancy

The Tenancy must be either: an Assured Shorthold Tenancy or an Assured Tenancy as defined in the Housing Acts 1988 and 1996 or a tenancy to a Limited Company. The requirements of the relevant legislation (including all relevant statutory instruments) in relation to the Tenancy Agreement must be followed.

4. Conditions

The Service shall not be provided where:

- (i) it is discovered the Landlord has failed to comply with his own contractual and statutory obligations;
- (ii) negotiations have taken place between the Landlord and the Tenant for the purchase of the Property (whether or not such purchase is completed);
- (iii) there is a dispute in respect of dilapidations and no detailed Inventory on Check-in was agreed by or on behalf of both the Landlord and the Tenant prior to the granting of the tenancy;
- (iv) the mortgagee of the property initiates recovery proceedings against the Landlord for repossession of the property for failure to pay the mortgage instalments
- (v) SafetyLet® considers there are no prospects of success of litigation. In which event one third of the fee payable will be refunded.

5. Additional Services

(i) Defence of Prosecutions (Price on Application)

In the event of a Landlord being prosecuted for an offence arising from his letting of the property, SafetyLet® will supply a legal service to defend the landlord from such proceedings.

(ii) Recovery of Rent Arrears (Price on Application)

Subject to there being a county court judgement, for arrears of rent, SafetyLet® will put into operation our tracing service, with a view to effecting a full recovery of any rent due.

(iii) Disputes Over Dilapidations (Price on Application)

Where there is a dispute in respect of dilapidations and no detailed Inventory on Check-in was agreed by or on behalf of both the Landlord and the Tenant prior to the granting of the tenancy;

(iv) Disputes connected with the repossession of the Property by the Mortgagee (Price on Application)

Negotiations have taken place between the Landlord and the Tenant for the purchase of the Property (whether or not such purchase is completed);

6. Payment

Payment of the full fees due, must be made prior to the commencement of any proceedings, plus a £100 deposit towards disbursements.

Other Services Available

◆ Tenant Referencing

We can ensure that your potential tenants are suitable for you by verifying their employment history, tenancy background and credit history.

◆ SafetyLet® Rental Warranty

We can offer cover from the start of a tenancy for Legal Expenses, Loss of Rent, Eviction and any other Court Enforcement Procedures required, such as Attachment of Earnings Orders or Third Party Debt Orders or Charging Orders.

SafetyLet After the Event

Legal Service



Your house, in our hands.

SafetyLet

SafetyLet Ltd

Unit 2
Highview Business Centre
High Street
Bordon
Hampshire GU35 0AX

Tel: 01420 475057
Fax: 01420 475742
Email: info@safetylet.co.uk
Web: www.safetylet.co.uk

SafetyLet® 'After the Event' Services

Our well established SafetyLet® Rental Warranty was first established in 1992 and remains the industry leader. SafetyLet® 'After the Event' services are for those who experience problems but do not want SafetyLet® Rental Warranty Protection.

This service is of particular interest when problems with referenced tenants occur but SafetyLet® has not been procured, has lapsed or for claims outside of the SafetyLet® terms and conditions.

Peace of Mind

Whether you chose our 'Full Legal Services' or our 'Legal Advice' package, our bespoke service eliminates the anxiety associated with Serving Notices, Drafting Papers, Preparation of Bundles and submitting Court Filings. Our in-house team are here to assist you and give you advice in order to achieve the swiftest possible resolution to your particular circumstances.

Confidentiality

What comes into our office – stays in our office.

We NEVER pass on your information to any third party.



Problem Tenants or Unexpected Event?

In the current economic climate, it is becoming common for Landlords to be housing unemployed tenants who were perfectly well suited at the start of the tenancy, but who can no longer afford to pay.

This causes strain on Landlords who have their own financial obligations to meet.

Many 'Events' can occur which completely alter the relationship between Landlord & Tenant. Squatters may enter an empty premises; the Landlord may need his property returned due to fire, flood or damage within his primary residence, the Landlord may get married; have children; or just wish to reduce his portfolio.

It is of critical importance that the correct procedure is commenced at the outset to remedy the situation and minimise loss. This avoids the hazard of Counter Claims being made by the tenant for damages, harassment or illegal eviction.

Obtaining a Court Order for Possession is a lengthy and difficult process. Some rulings will be mandatory – some discretionary. Additionally, the Court might grant a Final Possession Order or a Suspended Possession Order – which requires a further breach prior to eviction.

Matters may be complicated further where there has been a Multiple Tenancy but one tenant has absconded or where there is a Guarantor involved in prior Money Order applications.

All of our services are in-house where possible and face to face.

COST

Unlike the SafetyLet Rental Warranty, which is determined as a percentage of the rental income; 'After the Event' services require large amounts of work in a short amount of time.

Full Legal Services package

This is essentially an Eviction and Enforcement Service. We take the reigns of your claim, collate legal bundles, witness statements, draft and issue Statutory Notices, instruct Counsel to attend hearings where required, issue enforcement proceedings such as Bailiffs, Attachment of Earnings Orders, Third Party Debt Orders or Charging Orders. We can also escalate claims to the High Court Sheriff where required.

Fixed fee + VAT + disbursements

Legal Advice package

Our legal team will be on the other end of the phone to guide you through all the options available and give the knowledge, help and assistance to conduct your own possession / Eviction / Enforcement.

Fixed fee + VAT

Please contact us directly for our legal service prices.

We value human contact and welcome your enquiries.