

HomeLet Optimum

What is the Tenant eviction service?

In addition to HomeLet vetting the suitability and general credit worthiness of the tenant, if, within 12 months of commencement of the tenancy, the tenant falls into rent arrears and continues to remain in arrears, we will take the necessary steps to secure vacant possession of the property so long as the referenced tenant remains in occupation of the property.

How do you gain possession?

Possession will be gained using the most suitable legal notice as defined within the Housing Acts 1988, 1996, 2004 and any subsequent, superseding or relevant legislation. The type of notice and/or proceedings relied on will be at the ultimate discretion of HomeLet and their legal advisors handling the eviction process.

This eviction service is dependent on the following conditions being met:

1. A written Assured Shorthold Tenancy or Short Assured Tenancy (or equivalent agreement complying with legislation in Northern Ireland or Isle of Man) is signed by the tenant.
2. A deposit equivalent to, or greater than, one full months rent must be taken in cleared funds by the Landlord or Letting Agent prior to commencement of the tenancy.
3. A sum equivalent to, or greater than, one full months rent must be taken in cleared funds by the Landlord or Letting Agent prior to commencement of the tenancy.
4. The HomeLet Optimum scheme is for the sole benefit of the Landlord named in the Assured Shorthold Tenancy or Short Assured Tenancy and cannot be assigned by the Landlord.
5. The tenancy must not start before the date of this acceptable reference and no later than 60 days after this date.
6. At or before, but not after, the end of any 12 month Optimum term further Optimum reference may be purchased.
7. Any conditions on the referencing report must be met and the Landlord or Letting Agent must be able to demonstrate that they have been met.

8. If a Guarantor is required by the referencing report, the Landlord or Letting Agent has to ensure that the Guarantor has either:
 - i. Entered into a legally binding and properly witnessed Deed of Guarantee, or
 - ii. The Tenancy Agreement contains a properly expressed Guarantors covenant which must be signed by the Guarantor, properly witnessed, and must also contain the Guarantors current address
9. The Landlord must comply with the Tenancy Deposit Scheme and the property must be let in accordance with the Housing Act 1988, 1996, 2004 and any subsequent, superseding or relevant legislation.

Please note the following important points:

1. HomeLet must receive a fully completed eviction request form, rent schedule, copy of the tenancy agreement no later than 60 days after the date the rent arrears first accrued.
2. HomeLet reserve the right to decline to offer this service in the event of a late notification.
3. HomeLet and their appointed legal advisors will deal with the eviction process unless a conflict of interest has been identified following a conflict of interest check, whereby HomeLet will appoint an alternative Solicitor.
4. The Landlord will be subject to money laundering checks at point of eviction request and HomeLet reserve the right to decline to offer the eviction service if this check highlights anything adverse.
5. In the event that possession is granted by the courts and the tenant is found liable for costs, as will be set-out in a cost schedule lodged at the court, those costs will be recoverable from the tenant and paid to HomeLet.
6. The legal advisors appointed by HomeLet will be acting on the instruction of HomeLet in support of the eviction of the tenant. Accordingly HomeLet will pay the costs of the possession proceedings and any sums recovered from the tenant or Guarantor in respect of those costs will be paid to HomeLet by the legal advisors.
7. If a money judgement is awarded against the tenant in the favour of the landlord, HomeLet may be able to offer enforcement of this judgement at an additional cost to the landlord.
8. The Landlord must
 - i. provide timely and accurate information about the letting; and
 - ii. if required, attend any Court hearing; and
 - iii. produce the original signed tenancy agreement together with proof of the rent paid and payable; and
 - iv. if required, provide proof of the Landlord's compliance with the Tenancy Deposit Scheme

and if the Landlord fails to do so HomeLet will be entitled to withdraw from this arrangement.