

## Terms & Conditions

### Tenant Eviction Service Terms of Business

Payment by you for any of the services offered by "OneLandlord", "us" or "our" is deemed acceptance by you of our terms and conditions. Payment by you for any of the services offered by OneLandlord or our lawyers now or in the past is deemed acceptance by you that you have read and understood our terms and conditions and that you fully understand and accept them.

Alternatively where you instruct OneLandlord prior to payment, receipt of your instruction is deemed acceptance by you that you have read and understood our terms and conditions and that you fully understood and accept them. Your continuing instructions will amount to your acceptance of these terms & conditions.

#### **Tenant Eviction Cases - Section 8, Section 21 and Section 48 Notice(s)**

From the information you provide to us, we will prepare for you to serve on your tenant either a Section 8 notice or a Section 21 notice or both, and in cases where you have indicated that you have not served a Section 48 Address on the tenant, we will prepare the Section 48 Notice for service. We recommend that any outstanding repairs of which you have knowledge prior to the service of notice are dealt with as soon as possible in order to reduce the tenant's chance of submitting a successful defence and/or counterclaim should the matter progress to a Court Hearing.

If you are relying on Section 8 Notice; rent arrears grounds you should ensure that the arrears of rent you are claiming are genuine and fully accounted for and that you can provide a record of the rent to the tenant. Errors regarding rent arrears can lead to disputes, which can lead to a defence being filed by your tenant. A defence will invariably lead to any subsequent court possession hearing being adjourned thus leading to delays and extra legal fees being incurred by you for which you will remain liable.

We will prepare notices only on the information that you provide us with and there is an assumption that all factual information, which you provide us with is correct. OneLandlord will only carry out an advisory review of your papers where the case is legally complex (HMO's without licences, No Written Tenancy Agreement, Tenancy Deposit Breaches etc). You will be advised if a legal review is required and the reason(s) why and you will be advised on any additional fees associated with the legal review, it will be your decision whether to instruct a legal review or not.

OneLandlord will simply prepare whichever notice you have specifically requested us to do so and it will be prepared strictly on the basis of the information which you have provided us with. OneLandlord will not be held liable should the notice be deemed invalid by any reason of reliance on incorrect information provided by you. In the event that your claim becomes defended our fixed fee service will no longer apply.

**Eviction Cases - Court Proceedings** - on your instructions, we will instruct lawyers to prepare all the necessary court papers in order to commence the property possession claim in the county court strictly in accordance with your instructions. Therefore, if you instruct us to commence court action based on a Section 8 Notice or a Section 21 Notice, we shall do so.

Our system will assess the information you provide and will create the relevant notice. It does not include advice in relation to which notice you should proceed under. If you need advice in relation to which notice is the most appropriate upon your specific matter facts then an extra fee may be payable in respect of that advice.

Should you wish us to do so, we will liaise with the Court and deal with all the Court papers. We will arrange to prepare all necessary witness statements where applicable. If you wish our Legal Advocate to attend the court hearing with you or without you, a fee will be payable and you be advised on how much the charge will be at that time.

Provided the court agrees that the landlord has grounds for possession the landlord will in most cases be entitled to a 14-day order for possession unless the judge takes the view that the tenant's circumstances are such that possession should be delayed. Possession, if established on a mandatory ground, cannot be delayed for more than 42 days.

Unless we are seeking possession on an expired Section 21 Notice in isolation through either the traditional or accelerated procedure you should obtain an order for a fixed contribution towards your legal costs up to a maximum of £276.75. Regardless of the possession order we are seeking, any contribution awarded by the court is unlikely to match the total you have expended.

Our advocate court fee is limited to one court attendance. Should the court adjourn the hearing for whatever reason and require subsequent attendances, a further fee will be required if you wish the advocate to attend. Depending on the location of the court, a travel disbursement may be added to the fee.

Our fixed services are not an advisory service. Instructions received from you are taken on the strict understanding that you are satisfied that all paper work that you submit to us with your instruction is checked by you and in order. OneLandlord will not accept responsibility or liability if a process fails on account of defective documentation and or inaccurate information submitted by you.

By instructing OneLandlord you hereby agree and consent to OneLandlord acting for the purpose of instructing our lawyers if the case deems necessary and liaising with them in respect of all matters relating to your case. You hereby agree, consent and authorise our lawyers to liaise,

pass, share, and divulge with Brilliant Landlords all information, correspondence and evidence in relation to your case.

In cases where you require possession of the property and the tenant does not quit at the notices expiry date (in other words, refused to move out) you authorise OneLandlord to authorise our lawyers to take instructions from us on your behalf in relation to all aspects of your claim. Our lawyers may charge you separately but you will be informed of what that charge will be before you make formal instruction. Your continuing instructions will amount to your acceptance of these terms & conditions.

Please note, when a matter is defended (normally Section 8 Notice) you run the risk that if the defendant wins that you will become liable to pay all or part of their legal costs as well as your own.

### **Accelerated Procedure - Court Process**

On your behalf we will prepare all the necessary Court Papers in order to commence the property possession claim in the county court. OneLandlord will liaise with the Court and ensure that all the court formalities and any further court paperwork is dealt with. The accelerated procedure is only applicable to Section 21 Notices and cannot include a claim for any outstanding rent arrears, that can only be achieved under Section 8 Notice.

Depending on which court has jurisdiction over your case, the process can take upwards of 6 weeks and in some cases can take longer. The accelerated procedure generally does not require a hearing. The court will ordinarily decide the case in private and without the need for a hearing. If for whatever reason and in the rare event that the court requires the necessity for a hearing you are entitled to attend that hearing or, if you do not wish to attend or if you wish assistance, we will instruct our Court Advocate to attend the hearing and you will be informed of the cost of this in advance of the hearing.

As an alternative the landlord can attend the hearing in person and OneLandlord will have no further involvement with your claim. In the event that the claim becomes defended please see our terms and conditions for defended claims below.

### **Defended Claims**

In the event that your claim is defended by the tenant or other circumstances arise which are not covered by our standard services, our charges are based upon the time we spend in dealing with your claim on your behalf and we will continue to defend your case. Anything that you can do to assist in dealing with your case will minimise our potential charges. Time spent will include meetings with you (and maybe others); time spent travelling, considering, preparing and working on papers, correspondence, making and receiving telephone calls.

All extra work will be charged out at an hourly rate. In addition to time spent we may take into account any of the following factors, which could include: the complexity of the issues and the speed at which action must be taken. OneLandlord will advise you that your case has been defended or adjourned and will seek your instruction before proceeding to with any further work.

Your continued instruction will amount to acceptance of our terms and conditions and that you wish for us to continue to act on your behalf. You can however choose a solicitor of your choice and OneLandlord will no longer act on your behalf. OneLandlord will advise you of the probable cost of pursuing the defended case for you when using our lawyers.

Additional court fees may be required which will be payable by you. Advocates fees for attending hearings and travelling and waiting charges will be added. Whilst every effort is taken by OneLandlord to ensure a successful conclusion to your case, due to the very nature of defended claims OneLandlord cannot offer any guarantees as to the outcome of your claim. Instructions received from you are taken on the strict understanding that you are satisfied that all the paper work that you have submitted is correct, checked and in order. OneLandlord will not accept responsibility or liability if a process fails on account of defective documentation submitted by you.

After completing the work, we are entitled to keep all of your papers and documents while there are fees owing to us for our charges and expenses.

If you terminate your instructions or we stop acting for you with good reason, you will still have to pay our charges and expenses and our solicitors charges and expenses up to the date that we cease acting, including costs for removing our name from the court record if court proceedings are involved and transferring our files to you or another lawyer.

If your opponent has Community Legal Service Funding you are unlikely to be able to recover any of your costs from them. In any event even if you win the case the legal costs which you have to pay are likely to exceed the amount recoverable from the other party.

If the tenancy agreement upon which you are relying does not reserve your right to claim legal costs from your tenant you will not be able to claim them and you will only be entitled to fixed costs regardless of your actual expended legal costs.

Litigants in person if successful, the court can order the unsuccessful party to pay their costs provided that they can show that they have suffered financial loss in preparing for and attending the hearing. If you are unhappy with a court order for whatever reason you must inform us immediately or at the latest, within 12 days of the order being made. OneLandlord will not be held liable for your failure to raise such issues after this time.

Before embarking upon litigation (and this includes possession actions based on section 8 and section 21 notices), you must give careful consideration as to whether the other party might have a defence (to all or part of your claim) or a counterclaim. Your potential liability for costs is twofold.

Firstly your own legal costs and secondly the other party's, if they are successful against you, whether in whole or in part. If there are aspects of the case upon which you can co-operate with the other side you should do so to prevent the court applying costs sanctions against you.

A full break down of the additional costs will be provided on request. Our lawyers maybe independent from OneLandlord. You hereby authorise OneLandlord to instruct our lawyers and hereby authorise our lawyers to take instructions from OneLandlord on your behalf in relation to all aspects of your defended action.

All further fees incurred by you in relation to your defended action will be payable to OneLandlord You may be charged separately by our lawyers. You understand, accept and agree without reservation any lawyer, solicitor employed or instructed by us will in no way be personally liable for any errors mistakes. Your continuing instructions will amount to your acceptance of these terms & conditions.

**Eviction of Squatters** - OneLandlord or their chosen solicitors will prepare all the necessary court papers and ensure that the papers are issued in the correct county court and that the issued papers are correctly served on your squatters. We will liaise with the court and deal with all the court papers. We will prepare all necessary witness statements and will make arrangements to attend the first hearing on your behalf. Help4landlords, with your instruction and payment, will appoint a bailiff to attend your land or property. It is sometimes more appropriate to instruct a High Court Sheriff Officer to attend the eviction. OneLandlord will advise you whether this is appropriate. If a High Court Sheriff Officer is requested to attend your property they will charge an extra fee. This fee will have to be met by you. If the matter is defended please see our section 'Defended cases'. Your continuing instructions will amount to your acceptance of these terms & conditions.

**Rent arrears claim** - Before considering pursuing a claim for rent arrears, OneLandlord will need to see the original or a true copy of the tenancy agreement. OneLandlord and/or our solicitors reserves the right to claim all legal costs from the tenant, these maybe be significantly higher than our fixed fee charge for this service.

**Payment of fees** - We do not accept payments in cash in any form from anyone or organisation. We accept payment by cheque or debit/credit card or via our on line Credit Debit Card system. Payment of fees in relation to Defended actions is strictly on the basis of 7 days from date of our invoice.

Your continuing instructions will amount to your acceptance of these terms & conditions. Cheques that have been returned unpaid by clients bank will incur another additional £20 to cover bank charges and or our administration fee. Situations in which clients cheque that has been returned unpaid by clients bank we will stop doing any further work. Client will remain liable for the work and or fees which we have paid or carried out.

**TDS Tenant Deposit Scheme** - It is the responsibility of all clients to ensure they have complied with the TDS. All clients are reminded that Section 21 notices will be deemed invalid should the client not comply with the TDS before serving eviction notices or the recent legislation relating to the De-Regulation Act 2015. It is not our responsibility but the client's responsibility to ensure they have complied with the requirement of the TDS.

**Cancellation of instruction** - OneLandlord will endeavour to commence your instructions within 48 hours of receipt. You have a right to cancel your instruction within 7 days of instructing us. However, if work has already commenced on your case your right to cancel will end and you will remain liable for all costs to date. To cancel your instruction please email or fax to OneLandlord at the contact details found on the "contact us" page of this website.

**Retention of documents** - Original signed copies of documents created by OneLandlord on behalf of a client remain the sole property of OneLandlord. Copies are not distributed to clients. If a client requests such documents OneLandlord reserves the right to refuse such a request or levy a charge of £55 per copy original signed document.

**Our charges including other costs** - All work where stated in this website (with the exception of defended cases and our consultancy service) is carried out on a fixed fee basis and includes disbursements. If a statement of service/certificate of service is required separately from one of our fixed fee services an additional charge of £55 will be charged.

**Our Complaints Procedure** - OneLandlord are committed to providing you with a quality service. We ensure that our procedure is consistently followed by all of our employee's and we are consistently looking to improve the quality of our service. If however, you have any queries or concerns about our work then it is important for you to raise them immediately in writing by E-mail in the first instance with the member of staff involved. Do not wait until the completion of a matter to raise a problem which occurred at a much earlier stage.

If that does not resolve the problem or you would prefer to speak to someone else then please make this clear. Following receipt of a written complaint, we will endeavour to respond to it in writing within 28 days of receipt. We will attempt to resolve problems and or complaints in-house.

It is therefore important that if at any time you feel that quality is not being maintained please raise it the moment you feel that an issue has arisen. If you have a complaint about any aspect of our services or the way in which they are being delivered to you, you must raise it the moment it arises.

To continue to instruct OneLandlord after you later rely on a complaint which should have been raised earlier, it will be taken as evidence that a genuine complaint has not arisen. If you raise a complaint at the end of a matter which should have been raised much earlier and you continue to instruct OneLandlord putting them to expense in terms of both time and disbursements after the date the complaint should have been raised you will remain liable for our costs in their entirety.

We value your instructions and would not wish you to think that you have reason to be unhappy with us. Your continuing instructions will amount to your acceptance of these terms & conditions.

**Contractual obligation** - All services provided by OneLandlord on this website and requested by an individual or organisation will only form a binding agreement upon confirmation by OneLandlord. Such confirmation will take the form of an E-mail, fax, or postal correspondence.



That you understand that your continued instructions in any matter which we act on your behalf will amount to your full acceptance of these terms and conditions of business and that you fully understand that you may not be able to recover the full legal costs but nevertheless wish to instruct OneLandlord to proceed in your required service and agree to compensate OneLandlord against any liabilities incurred by them in acting for you.

**General** - The information conveyed on the OneLandlord website is intended to convey general information only. The contents of the website are not aimed at any person, individual or organisation specifically and nothing contained within it constitutes an offer to contract. OneLandlord reserve the right to cancel, withdraw or change its services at any time. If you terminate your instructions or we stop acting for you with good reason, you will still have to pay our charges and expenses up to the date that we cease acting, including costs for removing our name our solicitors name from the court record if court proceedings are involved and transferring our files to you or another advisor.

**OneLandlord are not regulated by the Solicitor's Regulation Authority.**

**Terms and conditions** - You accept and agree without reservation anything said orally or in an E-mail by OneLandlord which directly contradicts these terms and conditions that these terms and condition shall apply alone.

Payment by you for any of the services offered by OneLandlord is deemed acceptance by you that you have read and understood our terms and conditions and that you fully understand and accept them. Alternatively where you instruct OneLandlord prior to payment, receipt of your instruction is deemed acceptance by you that you have read and understood our terms and conditions and that you fully understand and accept them. Your continuing instructions will amount to your continued acceptance of our terms and conditions.