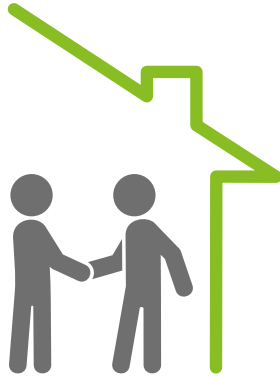


**Rhentu  
Doeth  
Cymru  
Rent  
Smart  
Wales**



# Type of Licence & Conditions Document

**For licences issued from  
21.05.2018 to (and including) 30.06.2020**

This document is available in Welsh / Mae'r ddogfen hon ar gael yn Gymraeg



## STANDARD CONDITIONS ON ALL LANDLORD LICENCES:

1. The licensee is only able to carry out management of any property for which the licensee is a landlord. This licence does not permit the licensee to let or manage property(s) (doing any tasks as defined in the Housing (Wales) Act 2014) where the licensee is not the landlord. If the licensee wishes to do this, they must make an application to Rent Smart Wales for an agent licence.
2. The licensee must comply with the Code of Practice for Landlords and Agents licensed under Part 1 of the Housing (Wales) Act 2014. A copy of the Code can be viewed online on our Downloads Page. The Code contains two elements. First and foremost, it sets out what landlords must do to keep to the conditions of this licence. All requirements given as 'musts' are already contained in legislation and are requirements the licensee should already be aware of due to the training the licensee has completed to obtain this licence. The second element of the Code is information on what can be done to raise standards above the minimum level required by law. This is described as "Best Practice", and is shown in shaded boxes throughout the document. These are carried out at the discretion of landlords and lettings agents. Failure to meet Best Practice would not be a reason for Rent Smart Wales to revoke a licence.
3. The licensee must not instruct an unlicensed person/company (an agent) to assist or fully undertake letting or management work at the licensee's property(s), except for the circumstances described in point 4 below.
4. Licensees may appoint an unlicensed person to be the main point of contact and make any decisions relating to their rented property(s) for a short period of time such as a holiday or hospital stay which is less than 4 consecutive weeks. If a licensee is away/unable to manage their property(s) for 4 or more consecutive weeks, they must appoint a local\* licensed agent to let or manage their property(s) on their behalf for this time.
5. a) If a licensee's main residence/business address is outside England, Scotland or Wales, the licensee must either appoint a Rent Smart Wales licensed local\* agent, or employ a locally\* based member of staff to assist in the management of the rental property(s).  
  
b) If a licensee's main residence/business address is located in England, Scotland or Wales but is 200\*\* or more miles from the rental property, the licensee must either appoint a Rent Smart Wales licensed local\* agent, or employ a locally\* based member of staff to assist in the management of the rental property(s).

Should either of these conditions apply, the licensee will have 8 weeks from the date their licence is granted, or from the date this condition applies, to put such person(s) in place".

\*locally based / local means somebody who lives in England, Scotland or Wales and is within 200 miles (i.e. less than) of the rental property.

\*\*the mileage is calculated through the use of Google maps using the shortest distance calculator. The mode of transport considered is by

car and the time the route will take between the licensee's home or business address and the rental property at the furthest distance must be reasonable and viable.

6. If the licensee's circumstances change and they begin employing staff (who are on the licensee's payroll, etc) and they undertake letting or management activities as defined in the Act, as part of their contract of service they must be suitably trained within 3 months of:
  - a) starting the position or
  - b) if currently employed, within 3 months of this licence being awarded.
7. The licensee is permitted to use the Rent Smart Wales brand as a licensed landlord. However, this must be used in accordance with the brand guidelines at all times. A copy of the brand guidelines can be viewed online on our Downloads page or the licensee can request a copy.
8. The licensee must keep their licence details up to date either within their Rent Smart Wales account at [www.rentsmart.gov.wales](http://www.rentsmart.gov.wales), or by notifying Rent Smart Wales by telephone on 03000 133344 or by post at Rent Smart Wales, PO Box 1106, Cardiff. CF11 1UA. These details must be updated within 28 days of the change. This includes removing the name of connected persons if they are no longer employed by the licensee and informing Rent Smart Wales of any change of Company Directors or Trustees.
9. This licence has been granted on the condition that the licensee and any staff undertaking letting and management activities are considered fit and proper. Should this change and the licensee or anyone the licensee is associated with is convicted of an offence during the period of this licence, the licensee must notify Rent Smart Wales within 14 days of being convicted. Please note driving offences are exempt.

**Rent Smart Wales may add additional bespoke conditions to the licence which would be relevant to the licensee's circumstances.**

## STANDARD CONDITIONS ON ALL AGENT LICENCES:

1. The licensee must keep their licence details up to date either within their Rent Smart Wales account at [www.rentsmart.gov.wales](http://www.rentsmart.gov.wales) or by notifying Rent Smart Wales by telephone on 03000 133344 or by post to: Rent Smart Wales, PO Box 1106, Cardiff. CF11 1UA. These details must be updated within 28 days of the change. This includes removing the name of connected persons if they are no longer employed by the licensee and informing Rent Smart Wales of any change of Company Directors or Trustees.
2. The licensee must have and maintain throughout the period of their licence Client Money Protection, professional indemnity insurance, membership of an independent letting and management redress scheme (as accepted by Rent Smart Wales) and a complaints procedure. The licensee must supply the details of each to Rent Smart Wales within 6 weeks of being awarded the licence.
3. This licence has been granted based on the following connected persons being appropriately trained: **Names of trained and approved connected users will appear here**. If the licensee employs additional connected persons (employees; who are on its payroll, etc.) in future who do letting and/or management work as defined in the Act as part of their contract of service they must be suitably trained within 3 months of:
  - a. starting the position or
  - b. if currently employed, within 3 months of this licence being awarded.
4. The licensee must comply with the Code of Practice for Landlords and Agents licensed under Part 1 of the Housing (Wales) Act 2014. A copy of the Code can be viewed online on our Downloads Page. The Code contains two elements. First and foremost, it sets out what landlords must do to keep to the conditions of this licence. All requirements given as 'musts' are already contained in legislation and are requirements the licensee should already be aware of due to the training the licensee has completed to obtain this licence. The second element of the Code is information on what can be done to raise standards above the minimum level required by law. This is described as "Best Practice", and is shown in shaded boxes throughout the document. These are carried out at the discretion of landlords and lettings agents. Failure to meet Best Practice would not be a reason for Rent Smart Wales to revoke a licence.
5. The licensee must only act on behalf of Landlords of rental property(s) in Wales who have registered with Rent Smart Wales. The licensee must notify their client landlords about the requirements under Part 1 of the Housing (Wales) Act 2014. If after notifying a landlord of the need to register they have failed to do so within 12 weeks, the licensee must provide the name, correspondence information and the address in Wales for which they are the landlord and where the licensee acts on their behalf at, to Rent Smart Wales.
6. The licensee must provide up to date details of all the rental property(s) in Wales and their landlord's which the licensee carries out management work at on the landlords behalf at least once a year from the date of this licence, or on request from Rent Smart Wales. The details can be uploaded directly using the template provided in the 'managed property(s)' section of the Rent Smart Wales Agent account Alternatively the licensee can contact Rent Smart Wales on 03000 133344 or by post at Rent Smart Wales, PO Box 1106, Cardiff, CF11 1UA to provide the information.

7. This licence has been granted on the condition that the licensee is considered fit and proper. Should this change and the licensee or anyone associated with the licensee is convicted of an offence during the period of the licence the licensee must notify Rent Smart Wales within 14 days of being convicted. Please note driving offences are exempt.
8. The licensee is permitted to use the Rent Smart Wales logo to market themselves as a licensed agent. However, this must be used in accordance with the brand guidelines at all times. A copy of the brand guidelines can be viewed online on our Downloads page or the licensee can request a copy.
9. Licensees are subject to an audit by Rent Smart Wales within their licence term. This audit will determine compliance with a licensee's legal obligations and their licence conditions. Should a licensee be subject to a Rent Smart Wales audit, they must co-operate fully and comply with the requirements of the audit. Note that this audit may be undertaken by Rent Smart Wales and/or the licensee's local authority acting on behalf of Rent Smart Wales.
10. If a licensee is away/unable to manage the property(s) it lets and manages for more than 4 consecutive weeks, they must employ a locally\* based member of staff to assist in the management of the property(s) they let and/or manage.

\*locally based / local means somebody who lives in England, Scotland or Wales and is within 200 miles (i.e. less than) of the rental property.

\*\*the mileage is calculated through the use of Google maps using the shortest distance calculator. The mode of transport considered is by car and the time the route will take between the licensee's home or business address and the rental property at the furthest distance must be reasonable and viable.

11. a) If the licensee's main residence/business address is outside England, Scotland and Wales, they must employ a locally\* based member of staff to assist them in the management of their property(s). Should this condition apply, the licensee will have 8 weeks from the date this condition applies, to put such person(s) in place".
- b) If the licensees main residence/business address is in England, Scotland or Wales but is 200\*\* or more miles from the property they rent out, they must employ a locally\* based member of staff to assist them in the management of their property(s). Should this condition apply, the licensee will have 8 weeks from the date this condition applies, to put such person(s) in place".

\*locally based / local means somebody who lives in England, Scotland or Wales and is within 200 miles (i.e. less than) of the rental property.

\*\*the mileage is calculated through the use of Google maps using the shortest distance calculator. The mode of transport considered is by car and the time the route will take between the licensee's home or business address and the rental property at the furthest distance must be reasonable and viable.

Rent Smart Wales may add additional bespoke conditions to the licence which would be relevant to the licensee's circumstances.

## ADDITIONAL/SUBSTITUTE CONDITIONS RELATING TO AGENT LICENCES

1. Agent	Person who completes letting and/or management activities on behalf of only family members*** (and possibly on their own property(s))	<b>Agent Licence</b> - Individual or Company, Charity, Trust or Residential Landlord Association.	<p>Even if the agent handles Client Money (see definition below) on behalf of family members***, they do not require Client Money Protection, Professional Indemnity Insurance and Membership to a Redress Scheme.</p> <p>The following condition would be added:</p> <p>If in the future, the licensee takes on letting and management of property(s) (not owned by family members, they must take out and maintain throughout the period of this licence Client Money Protection, Professional Indemnity Insurance, Membership of an Independent Letting and Management Redress Scheme (as accepted by Rent Smart Wales) and a complaints procedure. The licensee must supply the details of each to Rent Smart Wales within 6 weeks of taking on letting and management of these additional property(s).</p>
----------	---	---	---

\*\*\* Family as defined under the Section 258 of the Housing Act 2004. (<http://www.legislation.gov.uk/ukpga/2004/34/section/258>)

2. Agent	Agent managing up to 100 property(s), where paying by instalments has been agreed	<b>Agent Licence</b> - Individual or Company, Charity, Trust or Residential Landlord Association.	<p>This licence has been granted based on the fee being paid by instalments. All fee payments must be made in full and on time.</p> <p>If a fee payment is missed the licensee must notify Rent Smart Wales within 3 days of failing to make the payment.</p> <p>Failure to make a payment may lead to this licence being revoked.</p>
----------	---	---	--

3. Agent	Person who looks after only 2 or less property(s) on behalf of only one unrelated (non-family member) landlord	Agent Licence - Individual or Company, Charity, Trust or Residential Landlord Association.	<p>If the landlord and the agent sign form <b>Document Reference: Declaration 2P1L1A. Document Title: One Client, Two Property(s) Declaration</b> which can be read <a href="#">here</a>.</p> <p>The following condition would be added:</p> <p>If in the future, they licensee takes on letting and management of additional property(s) not owned by family members (family members as defined in section 258 of the Housing Act 2004) <b>or more than 2 property(s) owned by the landlord who has signed the declaration Declaration 2P1L1A. Document Title: One Client, Two Property(s) Declaration</b>, the licensee must take out and maintain throughout the period of this licence client money protection, professional indemnity insurance, membership of an independent letting and management redress scheme (as accepted by Rent Smart Wales) and a complaints procedure. The licensee must supply the details of each to Rent Smart Wales within 6 weeks of taking on letting and management of these additional property(s).</p> <p>If the declaration is not signed, the standard agent conditions applies, namely:</p> <p>The licensee must have and maintain throughout the period of their licence Client Money Protection, professional indemnity insurance, membership of an independent letting and management redress scheme (as accepted by Rent Smart Wales) and a complaints procedure. The licensee must supply the details of each to Rent Smart Wales within 6 weeks of being awarded the licence.</p>
----------	--	---	---

\*\*\* Family as defined under the Section 258 of the Housing Act 2004. (<http://www.legislation.gov.uk/ukpga/2004/34/section/258>)

**Definition of Client Money:** Client money includes rent, deposits or other funds (whether in the form of cash, cheque, draft or electronic transfer) which an Agent holds or receives, for or from a client, and which is not immediately due and payable on demand to the Agent for its own account.

**Additional points to note:**

1. Licences are never granted to a 'joint arrangement' (i.e. two or more named individuals).