



Regional Collection Services

Certificated and High Court Enforcement Agents

- Debt Recovery
- Process Serving
- Investigations
- By Appointment to National and Local Government

Authorisation to Exercise CRAR

THIS NOTICE IS IN ACCORDANCE WITH SECTION 73(8) OF THE TRIBUNALS COURTS AND ENFORCEMENT ACT 2007 (TCE ACT) AND REGULATION 51 OF THE TAKING CONTROL OF GOODS REGULATIONS 2013. IT IS USED TO AUTHORISE AN ENFORCEMENT AGENT (AS DEFINED IN S 63 OF TCE ACT) TO USE THE PROCEDURE IN SCHEDULE 12 OF THE TRIBUNALS COURTS AND ENFORCEMENT ACT 2007. THE LANDLORD'S POWER TO USE THE SCHEDULE 12 PROCEDURE IS REFERRED TO AS CRAR (COMMERCIAL RENT ARREARS RECOVERY).

By this notice, you are authorised us to issue a compliance letter and, where there is non-compliance, to take control of goods, remove and sell them.

The Enforcement Agents, Regional Collection Services, 44 West Sunnyside, Sunderland, SR1 1BA

You are authorised to exercise CRAR on my behalf. My details are as follows:

Landlord's Name.....

Landlord's Address.....

Landlord's Telephone number..... email address.....

Details of my Agent/Solicitor who is authorised to act on my behalf:-

Agents/Solicitors Name.....

Address.....

Telephone number..... email address.....

Tenant's Name.....

Address of demised premises in respect of which CRAR may now be exercised on the landlord's behalf:

.....

Amount of ~~PURE~~ Rent owed

£

Period in relation to which the rent is owed. Fro / / to / / inclusive.

I confirm there is a written tenancy and that the premises are wholly used for commercial purposes. I indemnify you against any proceeding or proceedings that may be instituted against you, as well as against all fees or disbursements you may incur or become liable to pay by carrying out my instruction and do not hold you accountable for any goods removed. I/We further undertake to allow you recover commission in conformity with your T&C's from the Tenant (this being independent to the statutory fees due from the tenant).

Signed by **landlord personally**.....

Date.....

Notes on Instructing an Enforcement Agent to Exercise CRAR

1. It is a **requirement of the Taking Control of Goods Regulations 2013** that the notice must be **completed in full and signed personally by the landlord** even where the instruction is being handled by a solicitor or other agent for the landlord. We are sorry for any inconvenience this causes.
2. Please return the signed form to us by email, fax or post.
3. Please enclose any plan of the premises or other information to help the enforcement agent locate the extent of the premises
4. You can only instruct us to collect rent which is defined as the amount payable under a lease (in advance or in arrear) for possession and use of the demised premises, together with interest and VAT. **We cannot collect any sum in respect of services, repairs, maintenance, insurance rates, council tax, or other charges (whether or not called "rent" in the lease).** You cannot construct a lease or contract that circumvents this no matter how it is worded.
5. The rent amount must be certain and in arrears and the minimum amount you can instruct us to collect is an amount equal to 7 days rent.
6. In general the lease must still be in existence when you instruct us. You can only instruct us to act after the end of a lease in the circumstances in S79 of TCE Act.
7. Please bear in mind that unless you have permission from the court to reduce the period of notice we must give the tenant a Notice of Enforcement giving 7 clear days before taking control of his goods.