

# TENANTS TERMS & CONDITIONS



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# **TENANTS TERMS & CONDITIONS**

## **SUBMISSION OF OFFERS:**

All rental offers will be submitted to the landlord as soon as reasonably possible for consideration.

## **ACCEPTANCE OF OFFERS:**

Acceptance of your offer by the landlord is subject to contract, and receipt of satisfactory references, along with the signing and dating of approved tenancy agreements.

## **CHANGE IN CIRCUMSTANCES:**

Should your financial or personal situation change between your offer being accepted and moving in, you must notify us in writing prior to the signing of any Tenancy Agreement.

## **TENANT REFERENCES:**

To accelerate the process of obtaining references, the services of a third-party referencing provider will be used, who normally give their reply to enquiries within 48 hours subject to employers and current landlords responses. Their final report will be communicated to Southernbrook for approval. If you do not pass the referencing procedure you will be advised of this and will also be advised if you can re-apply using either a Guarantor or payment rent in advance.

## **DATA PROTECTION:**

In processing your tenancy application, we shall be required to process and store personal information on your behalf and liaise with credit referencing agencies and your landlord. We will keep such information safe and secure. Once you have moved into the property, it may occasionally be necessary to share contact information with our preferred trusted contractors, usually Houserack Ltd, unless otherwise requested by the Landlord (for example to arrange access for maintenance work), and a utility switching provider. Our Privacy Notice is available on our website and within our office upon request.

Where there are rent arrears or other charges remaining at the end of the tenancy, we reserve the right to pass on your details to a tracing agent or debt collection company to help recover the money owed. Leaving unpaid rent and other bills at the end of your tenancy may affect your credit rating, and your ability to obtain a new tenancy, or other credit facilities.

### **HOLDING DEPOSIT:**

If you wish to proceed with an application to rent a property, you will be required to pay a holding deposit equivalent to one week's rent of the rent amount agreed. For example, agreed rent £1000pcm, will require a holding deposit of £230. Upon successful completion and acceptance of referencing, the holding deposit will be credited to your account towards the first month's rent. Should you either withdraw your application to rent the property or fail referencing due to providing misleading or incorrect information on your application, the agent reserves the right to retain the holding deposit against costs incurred.

### **PAYMENTS PRIOR TO TENANCY COMMENCEMENT:**

Once references and negotiations are completed and the terms of the tenancy agreed, the following payments will be required prior to commencement of the tenancy; -

- 1. First month's rent. (Less holding deposit paid)**
- 2. Deposit equivalent to 5 weeks rent (unless the rent is £50,000pa or more, then 6 weeks rent deposit will be applicable)**

### **RENT PAYMENTS:**

All rent due is payable in advance. The first payment is due together with the other completion monies by bank transfer prior to the commencement of the tenancy. During the tenancy, rent must be paid by bankers standing order, and should be sent from your bank account three days prior to the rent due date in order to allow time to clear.

### **DEPOSIT:**

The deposit will be protected by our chosen Deposit Scheme Provider, **The Deposit Protection service**. The deposit shall be returned following completion of the inventory check-out, and subject to the terms of the tenancy agreement and DPS Rules.

### **TENANCY AGREEMENTS:**

The tenancy agreement forms a legal contract between the tenant and the landlord. You should carefully read the agreement and accompanying documentation. A sample of the tenancy agreement will be sent to you via email upon application to rent the property. We are unable to give you legal advice. If you have any queries, we recommend that you take independent legal advice. Signing of the agreement will normally take place at our office, and we suggest that 30 minutes be allocated for the appointment.

### **COMMENCEMENT OF TENANCY:**

The ultimate decision of when a tenancy may commence rests with the landlord. A mutually convenient moving date is negotiated between landlord and tenant. Tenants must have signed the tenancy agreement and presented completion monies in cleared funds prior to occupancy.

### **INVENTORY:**

Prior to commencement of the tenancy, an inventory and schedule of condition of the property will be prepared if requested by the landlord. This will be at the expense of the landlord. When the tenancy commences, you will be given the inventory to be checked and any amendments made and reported to the Agent within 7 days.

### **UTILITIES AND OTHER COSTS:**

The tenant is responsible for the payment of all utilities, unless otherwise agreed (gas, electricity, telephone, internet, council tax, water rates and sewerage costs) and for the transfer of these services. It is also the tenant's responsibility to provide a television licence.

### **INSURANCE:**

Whilst it is the landlord's responsibility under the terms of the tenancy agreement to provide buildings insurance, they are not liable for the tenant's possessions. It is advisable that all tenants have adequate contents insurance prior to taking up occupancy. The policy should cover the tenant's personal belongings and include an additional feature of accidental cover to the landlord's effects under an all risk's policy. Please ask for details.

### **PROPERTY MANAGEMENT:**

Whilst we can help you to find a property, not all landlords instruct an agent to be responsible for the ongoing management of the property. If the Landlord manages the property, you will be informed of their contact details prior to taking up occupancy.

### **PROPERTY VISITS:**

If Southernbrook manage your property on behalf of the landlord, it will be necessary for us to conduct visits, on a periodic basis. It is vital, and a legal obligation on your part as the tenant, to allow reasonable access for these visits to take place. We will notify you by e-mail of any visits due along with a specified date and timeframe. Please note that if you cannot be in attendance for the visit, we will gain access using our management set of keys.

### **RENEWAL CONTRACTS:**

Just prior to the final two months of the term of the tenancy, Southernbrook will contact the landlord and tenant to ascertain their future requirements. If the tenancy is to be extended for a further term, renewal documentation for the agreed period will be prepared, which will specify any revised conditions pertaining to the extension of the tenancy.

### **TERMINATION OF TENANCY:**

Upon notification that the tenancy shall not be renewed, Southernbrook will discuss end of tenancy procedures with you. An inventory check-out will be arranged, if requested by the landlord, normally via our preferred contractor, Houserack Ltd, and a report of any dilapidations compiled. A thorough *\*professional clean* of the property is recommended at the end of the tenancy, at the expense of the tenant and receipts must be provided. Please note that all keys to the property will need to be returned at the inventory check-out, and no further access will be granted following completion of the report.

*\*The Agent can recommend contractors to provide quotes for this upon request.*

## **TENANT MISCELLANEOUS FEES THAT APPLY TO NEW ASSURED SHORTHOLD TENANCIES FROM 1<sup>ST</sup> JUNE 2019:**

The tenant is liable for the following charges that may arise during the tenancy. It is therefore advisable to ensure that all contractual terms are adhered to:

### **Late Rent:**

Rent arrears will be charged daily at a rate of 3% above the Bank of England base rate, after a period of 14 days has passed since the rent became due.

### **Lost / Replacement Keys or Security Devices:**

Should the Agent have to provide the Tenant with further keys to the property due to the fault of the tenant (i.e lost or replacements required), the Tenant will be liable to pay the reasonable costs incurred. Should the agent have to arrange replacement/s a charge of £15 per hour including VAT will be applicable.

### **Miscellaneous Letters/Administration:**

Should the Tenant require an addendum to the contract (i.e permission for pets), and if agreed with the Landlord, the Agent may charge a fee of up to £50 including VAT for the costs incurred. Should the Tenant require a miscellaneous letter (i.e confirmation of residency for schools etc), the Agent may charge a fee of up to £50 including Vat for the costs incurred.

### **Change of Sharer – Upon Tenant Request:**

Once approved by the landlord a fee of £50 including VAT will be payable to cover the cost of all new legal documents, deposit registration, referencing and right to rent checks.

### **Early Termination of Contract:**

Should the tenant require to break contract prior to the end of the fixed term, and upon acceptance of the landlord the tenant shall be liable for the landlords set up costs which would be reasonably incurred by finding new tenants, along with the rent due on the property up until the day a new tenant moves in.

**Company Let Application Fee - £426 Including VAT**

**TENANT MISCELLANEOUS FEES THAT APPLY TO PRE 1<sup>ST</sup> JUNE 2019  
ASSURED SHORTHOLD TENANCIES:**

**Late Rent Payment - £30 Inc VAT**  
**Debt Collection Visit - £60 Inc VAT**  
**Aborted Visit - £60 Inc VAT**

**IDENTIFICATION REQUIRED for Right to Rent checks under the  
Immigration Act 2014**

**You can provide either 1 of the following:**

UK Passport (*current or expired*)  
EEA/Swiss national passport  
Registration Certificate or document certifying permanent residence of  
EEA/Swiss national  
EEA/Swiss family member Permanent Residence card  
Biometric Residence Permit with unlimited leave  
Passport or travel document endorsed with unlimited leave  
UK immigration status document endorsed with unlimited leave  
A certificate of naturalisation or registration as British citizen.

**If you do not any of the above, you will need to provide any 2 of the  
following:**

**ANY LETTERS MUST DATED WITHIN THE LAST 3 MONTHS.**

UK Birth or adoption certificate  
Full or provisional UK driving licence  
A letter from HM Prison Service  
A letter from a UK Government Department or Local Authority  
A letter from National Offender Management Service  
Evidence of current or previous service in UK armed forces  
A letter from a police force confirming that certain documents have been  
reported stolen  
A letter from a private rented sector access scheme  
A letter of attestation from an employer  
A letter from a UK further or higher education institution  
A letter of attestation from a UK passport holder working in an acceptable  
profession

Benefits paperwork  
Criminal Record Check

**Important Note: ALL documents provided will need to be verified in the presence of the Agent prior to the tenancy commencing.**

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