

# LANDLES

ESTATE AGENTS LETTINGS & MANAGEMENT SURVEY & VALUATION

## Tenancy Applications INFORMATION TO APPLICANTS:

### PROOF OF IDENTITY –

We will require **4 pieces of proof of identity/address** (see attached sheet) in order to progress your Application.

#### Bank Status Enquiry Request Form

1. To help speed up your application please fill out and sign a Bank Status Enquiry Request Form available from the agents' offices if it is not enclosed herewith, and deposit with the agents together with completed application form. Detach this Information Sheet from the Application Form and return the Application Form to Landles and retain this Information Sheet. We suggest you keep a copy of your Application Form.

#### Submission of Application to Landlord

2. Upon receiving your application the agents will then put forward the details to the Landlord for their consideration. There may be other applications received on this property which will also be put forward to the Landlord. If there are any particular matters you wish to discuss about the tenancy or property prior to submitting your application form then speak to the agents.

#### Application Fee

3. Once the Landlord has made a decision on who they wish to proceed with, subject to Contract and references, the applicant will be contacted by the agents. Any unsuccessful applicants will also be advised. If the Landlord wishes to proceed with your application you must then pay the Application charge to the agents. The agents will then obtain any further details required from you and set out the procedure by letter to you. If you have submitted the Application Fee and the Landlord chooses not to proceed with your Application prior to commencement of taking up references etc, the Application fee will be returned to you.

#### Subject to References

4. Please note that at this stage your application is subject to satisfactory responses to references and enquiries that will be made on you by the agents and referred to the Landlord.

#### Solicitors Legal Costs

5. On some lettings the Landlord may be using their Solicitors to prepare the Tenancy Agreement. In this instance we will advise you and as the ingoing tenant you will be responsible for the Landlords reasonable legal costs. We will obtain a figure for this as soon as possible where applicable. The legal fee will be payable upon acceptance of your application and your confirmation that you wish to proceed. (NB The majority of residential properties that Landles manage do not require a solicitor to draw up the Agreement)

### **Bankers Order**

6. Most monthly rental payments are required to be paid by tenants in the form of standing order from their bank account. The agents will provide a Bankers Order set up form that the tenant will be required to sign upon commencement.

### **The Tenancy Agreement**

7. A Tenancy Agreement is an important document as it contractually binds both parties upon commencement. As tenants you will be contracting to pay the rent agreed for the initial fixed term and for your period of occupation thereafter and to abide by the obligations set out in the Agreement. The Landlord also contracts to certain obligations under the Agreement. After the initial fixed agreed term either the Landlord or tenant can bring the tenancy to an end. If either parties wish to continue then the tenancy can continue on a monthly basis or if specifically agreed, another fixed term.

### **Joint Tenants**

8. Where there is more than one named tenant to the Agreement then all named tenants will be jointly and severally liable under the Agreement. This means that if you were sharing and one party left for whatever reason, the remaining party will be responsible for all of the rent and other obligations under the Agreement.

### **The Initial Fixed Term**

9. If a tenant wished to cease the tenancy during the initial agreed fixed term this may only be possible under certain circumstances. Should this event arise then the agents will seek the Landlord's instructions. If the Landlord agrees then the agents may be able to seek new tenants. You would remain liable for the remaining fixed term plus one calendar months notice period until new tenants could commence. You would also be liable for any costs, charges or fees to the Landlord in finding new tenants.

### **Independent Advice**

10. Messrs. Landles will be pleased to answer any questions you may have prior to taking on a tenancy, however, we strongly recommend that you obtain your own independent advice prior to entering into an agreement.

### **Guarantor**

11. In some instances the Landlord may require a Guarantor to your tenancy. Should this be a requirement we will provide further details of the necessary procedure and a Guarantee Application Form will need to be completed and submitted together with the appropriate fee.

### **Tenant Fees**

12. A full list of the current Tenancy Fees is included herewith and is also available for inspection as displayed in the Agents offices. Fees are subject to annual review.

### **Income Level and Affordability**

13. Different Landlords take different views on the level of income they prefer to see as evidence of affordability. A general guide can be evidence of income to a level of 2.5 to 3 x the rent. Evidence of employment etc is also taken into account.

**Some typical Tenant Obligations under a Tenancy Agreement**

14. The full terms of the tenancy agreement are set out in detail in the actual agreement. However answers to some of common questions that arise are set out below (Please ask a member of staff if you require clarification on any of the matters);
15. Where a property is served by a septic tank or cesspit the tenant is responsible for the reasonable cost of emptying or cleaning as required during the tenancy.
16. If the tenant causes any services or utility to be cut off during or at the end of tenancy they will be liable for the costs of reconnection.
17. If any Housing Benefit has to be repaid by the Landlord or the Agent due to any recalculation by the local authority the tenant will be liable to reimburse the Landlord or Agent.
18. Replace any broken windows, or repair any other damage caused. Landlords insurance may cover larger occurrences however the tenant will be responsible for the excess up to £100 payable under the insurance policy.
19. Tenants belongings, furnishings, equipment within the premises are not covered by any insurance of the Landlord, tenants must have their own insurance on their belongings.
20. The Landlord is not responsible for the connection of a telephone line at the property.
21. It is the tenant's responsibility once every 9 months to have any working chimney swept by an appropriately qualified person.
22. The tenant is to clean windows internally and externally during the tenancy and within one month prior to the end of the tenancy.
23. The tenant is to replace any light bulbs as required at the end of the tenancy.
24. The tenant is responsible during the tenancy to test at regular intervals (once a week) smoke alarms and carbon monoxide alarms and replace any batteries when required.
25. Blockages – it is the tenant's responsibility to clear any blockages in sinks, waste pipes, basins, WCs, caused by use, action or inaction of the tenant. Any consequential damage resulting from improper use or inaction will be the responsibility of the tenant.
26. The tenant must take reasonable steps to adequately heat and ventilate the premises in order to help prevent condensation and if condensation does occur to promptly wipe down and clean surfaces to stop the build-up of mould growth etc.

**At the End of the Tenancy**

27. To clean the property to a reasonable standard.
28. To remove all rubbish from the property and ensure it is stored in the appropriate bins.
29. To remove all belongings and personal affects.
30. To provide a forwarding address to the Landlord or their Agent for ease of communication including the process evolved in the return of the deposit.
31. To provide the Landlord or their Agent with full details of accounts for utility suppliers

## FEES TO TENANTS:

*Some or all of the of the following fees and charges will apply to tenants depending on what service the Landlord is provided with;*

- **Tenancy Applications**  
Per person who will occupy the property @ £90.00 inc VAT  
Dependants 18 or older @ £45.00 inc VAT
- **Tenancy Sign Up**  
On Sign up of agreement & collection of Opening Account, single charge @ £110.00 inc VAT
- **Guarantor**  
Application & Set Up @ £150.00 inc VAT
- **Pet Deposit – (Subject to Landlords Requirements)**  
Returnable additional security deposit to be protected with your security deposit in government approved TDS scheme @ *Minimum £250.00*
- **Additional Persons During Tenancy**  
To add any additional persons to the tenancy agreement during the course of the tenancy (subject to landlords approval – payable on application) @ £150.00 inc VAT
- **Reference**  
Future Landlord reference fee, payable @ £45.00 inc VAT
- **Unpaid/Returned Payments**  
Interest payable @ 8% above the Bank of England Base Rate from the due date.
- **Professional cleaning**  
At the end of the tenancy as a term of the tenancy agreement @ £48.00 per hour – minimum £192.00 inc VAT
- **Out of Hours Services**  
Subject to minimum call out of £102.00 inc VAT  
Where actions of the tenant result in the agent (or nominated contractor) attending the property.

IF YOU HAVE ANY FURTHER QUESTIONS REGARDING THESE FEES PLEASE ASK A MEMBER OF STAFF

**Payment Methods;** We can accept payment by cash or by debit card or credit card  
(credit card payments are subject to a 3% surcharge on the gross amount – no surcharge on debit card)

# LANDLES

*ARLA licenced member*

*Regulated by RICS with Client Money Protection Scheme*

*Independent redress via "The Property Ombudsman"*

*Member of "TDS" (Tenancy Deposit Scheme)*