

APPLICATION

All applications and negotiations are subject to contract, successful referencing and landlord approval. Before your application can be fully considered, you will need to pay to us a holding deposit equivalent to one weeks' rent for the property you are interested in. This document explains what happens to that holding deposit and the circumstances in which the deposit will / will not be refunded. It is important that you know your legal rights and accordingly you should feel free to seek independent legal advice before signing this or indeed any other document which we might put before you.

TENANCY AGREEMENT

A tenancy agreement is a legal and binding contract and the Tenant is responsible for payment of the rent and performance of the tenant's obligations for the entire agreed term. The tenancy agreement may not be terminated early unless the agreement contains a break clause, or written permission is obtained from the Landlord. WEST – Property Consultancy can provide you with a sample tenancy agreement prior to your application or at any point during the application process at your request.

RENT

All rent is payable on or before the due date detailed in your tenancy agreement. Rent is payable by standing order. For shared properties we require one standing order payment for the entire rental amount.

DEPOSIT

A deposit equivalent to five weeks rent is payable by cleared funds in advance at the start of the tenancy. **(From 1st June 2019 landlords in England will be limited to 5 weeks' deposit for new and renewed tenancies (or 6 weeks if the annual rent is £50,000 or more)).**

The deposit will be held by WEST – Property Consultancy under the terms of the Tenancy Deposit Scheme (TDS). WEST – Property Consultancy are members of the TDS. At the end of a tenancy, the deposit will be returned to the tenant as soon as practicably possible, less any deductions agreed. If a dispute arises regarding the proposed deductions which cannot be resolved between the Landlord and the Tenant; the amount in dispute will be submitted to the ICE (Independent Case Examiner) for adjudication and apportioning of deposit money.

Where there is more than one tenant, all obligations, including those for rent and repairs can be enforced against all of the tenants jointly and against each individually. Joint tenants nominate a lead tenant at the start of the tenancy to act on their behalf. Under no circumstances will the deposit be used to cover rent during the period of the tenancy.

INVENTORY

A detailed inventory of the property, its contents and condition may be provided at the start of the tenancy. The tenant is advised to check the inventory and note any discrepancies and comments. If no discrepancies are noted the Inventory will be deemed to be correct in every detail. At the end of the tenancy reference will be made to any inventory as part of the check out procedure (see guide to charges).

RENEWAL

Prior to the end of your tenancy we will contact you to ask if you would like to renew the tenancy. If an extension is agreed a new tenancy agreement will be drawn up.

SERVICES

Unless otherwise stated the tenant will be responsible for the payment of the water rates, council tax, gas, electricity, fuel, telephone, television licensing and any other additional services required. Cable is not always available at a property and you must make your own enquiries. A sky dish must not be erected without the permission of the landlord.

MAINTENANCE & REPAIRS

If WEST – Property Consultancy is managing the property, we will arrange for any maintenance and repairs required, subject to the landlords approval and provided that the problem is not caused by the tenants neglect or misuse. We will also conduct periodic inspections throughout the tenancy for which prior notice will be given in writing. If we are not managing the property, the tenant must contact the landlord directly regarding maintenance issues. The cost of repairs carried out without the landlords consent will be the responsibility of the tenant.

INSURANCE

The landlord will retain buildings & personal contents insurance on the property; however, this will not cover your own personal belongings or furniture. It is your responsibility to insure your own possessions for the duration of your tenancy; the policy must include personal liability and accidental damage for the landlord's possessions.

INCOME CRITERIA

The combined gross annual income of all applicants must be at least the equivalent of 30x the monthly rent. For each guarantor the total gross annual income must be at least the equivalent of 35x the monthly rent.

REFUND POLICY

Please refer to Your Holding Deposit Explained guidance notes.

GUARANTOR

A guarantor may be required where an applicant has a low credit score or is deemed a higher risk e.g. because they are still within a probation period at work. A guarantor is not always appropriate, the landlord is not obliged to accept any application if sufficient references are not available.

DOCUSIGN

In most cases we will provide documents to you via docusign for electronic signature, including the tenancy agreement, unless there is a valid reason not to do so. The docusign software will send you an email with a link in it which will take you to the document that requires your signature, from here you will be able to read and sign the document. It will be automatically returned to us once you have signed and clicked complete.

GUIDE TO CHARGES

Holding Deposit

A landlord or agent can take a Holding Deposit from a tenant to reserve a property whilst reference checks and preparation for a tenancy agreement are undertaken.

The treatment of Holding Deposits under the Tenant Fees Act only applies in relation to tenancy agreements and licences signed on or after the **1 June 2019**.

A Holding Deposit can be held for up to 15 calendar days; what is known as the Deadline for Agreement. From taking the Holding Deposit, the tenancy agreement must be entered into (signed by both parties and dated) before the Deadline for Agreement.

NB: The landlord and letting agent can agree with the tenant in writing that a different day (for example an extension) is to be the Deadline for Agreement.

Payments in the event of a default

Landlords and letting agents may require a tenant to make a payment in the event of a relevant default.

NB: A relevant default means:

1. The loss of a key to, or other security device giving access to, the property to which the tenancy relates.
2. Failure to make a payment of rent in full only before the end of 14 calendar days beginning with date the rent is due as written in the tenancy agreement.

Payment on variation, assignment or novation of a tenancy

When a tenant has requested it, landlords and letting agents can charge to vary, assign or replace a tenancy. The payment cannot exceed £50 (including VAT) or the reasonable costs of the person to whom the payment is to be made in respect of the variation, assignment or novation of a tenancy. Any amount in excess is a Prohibited Payment.

NB: Agents should provide evidence by receipts or invoices that demonstrate anything in excess of £50.

Payment on termination of a tenancy

Landlords and letting agents can require a tenant to make a payment for an early termination (surrender) of the tenancy agreement at the tenant's request.

NB: The payment cannot exceed the loss suffered by the landlord or reasonable costs incurred by the letting agent.

YOUR HOLDING DEPOSIT EXPLAINED

The tenancy application

Thank you for applying to rent a property from one of our Landlords. Before your application can be fully considered, you will need to pay to us a holding deposit equivalent to one weeks' rent for the property you are interested in. This document explains what happens to that holding deposit and the circumstances in which the deposit will / will not be refunded. It is important that you know your legal rights and accordingly you should feel free to seek independent legal advice before signing this or indeed any other document which we might put before you.

Once we have your holding deposit, current legislation stipulates that the necessary paperwork should be completed within 15 days or such longer period as might be agreed.

In the present case, it has been agreed that the relevant period will be extended to the number of days shown below, from when we receive your holding deposit.

If at any time during that extended period you decide not to proceed with the tenancy, then your holding deposit will be retained by our firm. By the same token, if during that period you unreasonably delay in responding to any reasonable request made by our firm, and if it turns out that you have provided us with false or misleading information as part of your tenancy application or if you fail any of the checks which the Landlord is required to undertake under the Immigration Act 2014, then again your holding deposit will not be returned. It will be retained by this firm and your Landlord.

However, if the Landlord decides not to offer you a tenancy for reasons unconnected with the above then your deposit will be refunded within 7 days. Should you be offered and you accept a tenancy with our Landlord, then your holding deposit will be credited to the first months' rent due under that tenancy.

Where, for whatever reason, your holding deposit is neither refunded nor credited against any rental liability, you will be provided with written reasons for your holding deposit not being repaid within 7 days.

You will not be asked to pay any fees or charges in connection with your application for a tenancy. However, if your application is successful under our standard assured shorthold tenancy agreement, you will be required to pay certain fees for any breach of that tenancy agreement in line with the Tenant Fees Act 2019. In consideration of us processing your tenant application, you agree to pay those fees to us on request.

Completing your application

It is agreed that the deadline for completing your application to rent the property specified below and thereafter entering into a tenancy agreement will be extended for a period of [] days from the date hereof.

Your holding deposit is £ [insert amount]

Property to which your application relates: [insert address]

NEXT STEPS

TENANCY APPLICATION FORM

Complete the attached Tenancy Application Form. Each adult that will be living in the property needs to read, complete and sign the declaration on the form which includes the latest Governments How to Rent Guide and “What is the Tenancy Deposit Scheme” leaflet.

As part of your rental application process, we ask a company called Let Alliance to carry out certain references. We will send you a link via email for you to provide this electronically. Please see our Applicants Guide to Referencing contained in the application form or a full list of information required.

PROOF OF IDENTITY & RIGHT TO RESIDE IN THE UK

Each adult that will be living in the property needs to provide proof of identity, evidence of their right to reside in the UK and proof of address.

Proof of Identity and right to be in the UK - A list of acceptable documents can be found <https://www.gov.uk/government/publications/right-to-rent-landlords-code-of-practice/code-of-practice-on-illegal-immigrants-and-private-rented-accommodation-for-tenancies-starting-on-or-after-1-february-2016-acceptable-documents> and are also detailed in the application form.

Proof of Residence (must be from within the last three months) Council Tax bill, Utility bill, Mortgage statement, Bank Statement, Credit or Charge Card Statement

You will need to do this in person, we are required by law to see & certify your original documents – we cannot complete your references without this.

Once we have received all of the above information in full and have also received instructions from the landlord to proceed with your application we will start your referencing. How long this process takes will depend on how long your referees take to respond to the reference request. Please allow us time to complete this stage of the process, we will be in contact should we/the referencing company require any further information.

Once your referencing is complete we will discuss the contents with your landlord and advise you of the outcome.

We understand that moving can be a stressful time, so we hope by highlighting each step of the process at this early stage will help the process run as smoothly as possible. Please take some time to read through the information contained in this email.