

# Important information & guidance for tenants

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At Nash Partnership, we pride ourselves on our helpful advice and transparency of charges. Unlike many letting agents, we have been awarded the ARLA PropertyMark so you can be sure of best practice when you rent with us. Those of you who have rented property before may be aware of the procedures involved. For those who are not, however, this is what to expect when renting a property through us.

## Step 1: Beginning your search

To enable us to find you the right property for your requirements, it is essential you give us as much information as possible. In particular, please advise us of:

- ◆ Your budget
- ◆ How many bedrooms, reception rooms and bathrooms you require
- ◆ If you require a furnished or unfurnished property
- ◆ Who will be living at the property, including ages of any children
- ◆ Any pets
- ◆ How long you are looking to rent for
- ◆ Any specific date you need to move by
- ◆ Any adverse credit history that may apply to anyone intending to live at the property

### Viewing the rental properties

The local lettings market moves fast and properties can let very quickly, so once you have decided which properties you would like to see, please contact us as soon as possible to arrange a convenient appointment to view them. During the viewing appointment, be sure to check exactly what fixtures, fittings, appliances and furnishings (if any) are to be included in the tenancy.

### What the rent includes

Rents can be advertised weekly or monthly but are usually payable monthly, quarterly, biannually or annually in advance. Please note that the rent quoted does not usually include utilities (ie. gas, electric, water, council tax, television licence, telephone or internet connection charges).

### Applying for a tenancy

When you have decided on a property you would like to rent, please tell us as soon as possible. We will confirm with you exactly what fixtures, fittings, appliances and furnishings (if any) are to be included in the tenancy, then forward your offer to the Landlord. We will provide the Landlord with details of your circumstances, timescales and terms.

## Step 2: Being referenced

Once your offer has been agreed in principle, it is important to remember it is still subject to contract and references at this stage. Once we have received the following information, documents and fees from you, the property will be suspended from the market for an agreed period of time (subject to Landlord agreement).

### Your ID

We require two forms of identification from all proposed Tenants and Guarantors. This should be in the form of a full valid Passport, plus a recent utility bill or bank statement (no more than 3 months old). If you are an overseas applicant you will also be asked to provide evidence of your entitlement to stay in the UK.

Under Section 22 of the Immigration Act 2014; ALL adult occupiers aged 18 and over will need to comply with Right to Rent checks and will need to provide evidence of residency.

## Completed application forms

References are taken up on all prospective Tenants and Guarantors in order to satisfy the Landlord of your character, credit history and ability to pay the rent on time. These references may include a credit check, references from your employer or accountant, and previous Landlord, and we will also conduct an analysis of your ability to afford the rental payments. For company tenancies, we will review the company's trading position and accounts. If you are aware of any adverse credit or reference history, for example County Court Judgements, please tell us before we reference you so we can discuss possible alternatives that may be open to you.

## Application administration charge

All Tenants and Guarantors must pay an application fee of £165.00 inc VAT per person, which covers the costs of processing the application, taking up references and preparing documentation relating to the proposed tenancy for any reason. This charge is non-refundable should you decide not to proceed with the tenancy, or if you fail the appropriate reference checks. In the case of company tenancies, the charge is £300.00 +VAT (£360.00 inc VAT).

## Guarantor

A Guarantor may be requested if your Landlord is not satisfied with the references supplied. The Guarantor must be UK based and somebody who will guarantee payment of the rent and any other liabilities under the Tenancy. Similar references will be taken up on the Guarantor, to those taken up on you.

## Summary of tenant charges

Depending upon your circumstances and the property you select, the following fees may apply. All fees are inclusive of VAT:

|   |                          |                            |
|---|--------------------------|----------------------------|
| Tenancy application fee                       | £165.00                  | Per person                 |
| Guarantor application fee                     | £165.00                  | Per person                 |
| Company tenancy application fee               | £360.00                  | Per tenancy                |
| Check-in fee                                  | Varies, £96.00 – £198.00 | Per tenancy                |
| Deposit registration fee                      | £24.00                   | Per tenancy                |
| Tenancy extension/renewal fee                 | £72.00                   | Per fixed period extension |
| Change of any individual Tenant (mid tenancy) | £300.00                  | Per person                 |
| Late payment penalty fee                      | £18.00                   | Per late payment           |
| Early termination fee                         | £1000                    | Per tenancy                |

## Step 3: Almost there!

Our referencing procedures will usually take a few days to be completed. Once we are in receipt of satisfactory references, we will inform the Landlord and then, subject to Landlord agreement, finalise preparing your tenancy documentation.

## Signing the tenancy agreement

We will provide you with three identical copies of our standard tenancy agreement, or the Landlord's own version, including any special clauses. It is extremely important that you read this document carefully and ensure you fully understand all the clauses within it. If there is anything which you do not understand or would like clarified, you should contact us immediately. You will then need to initial the bottom of every page, sign where indicated and have your signatures witnessed, before returning all three documents to us in plenty of time before the start of the tenancy. It is important to note that this is a legal agreement between you and the Landlord and we would recommend that independent legal advice be taken.

## What you need to pay before you move in

We will send you an invoice detailing the initial monies that must be paid to us in cleared funds, prior to the tenancy commencing. This will include the first rental payment, deposit, check-in fee (if applicable), and deposit registration fee. We recommend payment of the initial monies is made electronically and you should note we are unable to release keys until all funds have cleared.

## Methods of payment

We are able to accept payments by cheque or online banking, however payments by cheque will require at least eight clearing days to show as cleared funds in our account. We recommend payments are made using online banking. Please note that rent and deposit payments cannot be made by cash.

## Deposit

During your Tenancy a security deposit will be held by either Nash Partnership, or the Landlord, in accordance with a government backed Tenancy Deposit Protection (TDP) scheme. The deposit is held against repairing damage caused during the course of the tenancy, outstanding rent, and unpaid bills. The deposit is normally equivalent to one-and-a-half months' rent and, if held by us, will be registered with the Tenancy Deposit Scheme (TDS). A certificate confirming the deposit registration will be sent to you within 30 days of the deposit monies being paid or the tenancy commencing or extending.

## Step 4: Living at the property

The time has finally come to begin your tenancy! Here is what to expect:

## Check-in

If the Landlord has opted to have an inventory, a check-in of the inventory will take place at the commencement of the tenancy and, similarly, a check-out at the end of the tenancy. An inventory details the contents and the condition of the property and it, together with the check-in and check-out procedures, will be relied upon to assist in resolving any disputes about the deposit at the end of the tenancy. The Landlord is usually responsible for the costs associated with compiling the inventory document, together with the check-out appointment. You are responsible for the cost of the check-in appointment, charged at the following rate:

| Size of property   | Check-in fee (inc VAT) |
|--------------------|------------------------|
| 1 Bedroom          | £96.00                 |
| 2 Bedrooms         | £114.00                |
| 3 Bedrooms         | £126.00                |
| 4 Bedrooms         | £174.00                |
| 5 Bedrooms         | £198.00                |
| 6 Bedrooms or more | POA                    |

## Keys

You will be provided with at least one set of keys to the property. If you misplace any keys during your tenancy, please contact either Nash Partnership or the Landlord immediately.

## Car parking permits

You may require local car parking permits. Please be sure to check, as any parking penalty charges incurred as a result of not obtaining the necessary permits will be your responsibility.

## Your copy of the tenancy agreement

You will receive an original copy of the tenancy agreement, signed by all parties, shortly after moving in. This is a legally binding document between you and the Landlord and should be kept safely.

## Gas safety certificate

For properties where gas is connected. In accordance with the Gas Safety (Installation and Use) Regulations 1988, a Gas Safe registered engineer will have checked all the gas appliances, installations, flues and pipe-work and will issue a certificate. A check is then carried out annually and a copy of the updated Gas Safety Certificate will be provided to you.

## Utilities

Once you have moved in to your chosen property you must contact the relevant utility companies (including TV licensing) and arrange for all accounts to be transferred into your name.

## Insurance

You are responsible for insuring your own personal possessions as these will not be included under your Landlord's insurance policy.

## Stamp duty land tax

Payment of any Stamp Duty Land Tax (SDLT) that might be due on a tenancy agreement is solely your responsibility as Tenant. This is a legal obligation and HM Revenue and Customs may impose fines or penalties for failure to comply. The current threshold is £125,000. More information and guidance can be obtained from [www.hmrc.gov.uk](http://www.hmrc.gov.uk).

## Ongoing management & maintenance of the property

We will provide you with the contact details of the person who will be responsible for the management of the property during your tenancy. We are unable to authorise any repairs or maintenance if we do not manage the property. Where we do manage the property, your Landlords consent may be required before proceeding with repairs.

## Your general responsibilities

In addition to the specific terms contained within your tenancy agreement, you are required to take proper care of the property. This includes cleaning, unblocking sinks if they become blocked, replacing fuses where necessary, changing electric light bulbs and general pest control if required.

## Joint & several liability

Tenants are jointly and severally liable for all aspects of the Tenant's responsibilities. This means that each individual Tenant is completely responsible for all the responsibilities of the tenancy. When considering entering into a tenancy with other people it is important to understand the obligations you and your fellow occupants will be entering into, in particular:

- ◆ Each individual Tenant is completely responsible for all the responsibilities of the tenancy, including rent.
- ◆ All parties to the tenancy agreement will have these responsibilities even if they leave the property before the tenancy term, unless otherwise agreed in writing.
- ◆ At the end of the tenancy, all Tenants will be responsible for any damage, even if they did not physically cause the damage themselves.

## Paying your rent

After your initial payment, all rent should be paid electronically, by Standing Order. We are able to provide you with the relevant bank details at the start of the tenancy, or a form for your completion if you would prefer. Due to the time taken for payments to clear electronically, and in order to avoid incurring late payment charges, please arrange your Standing Order to pay your rental payments 3 days before your rent due date. Please note that any rental payments received more than 3 days after the rent due date, will be subject to a late payment penalty fee of £18.00 inc VAT, and may also attract interest at 3% above NatWest Bank base rate.

## Periodic inspections

Your Landlord may wish to ensure the property is being kept in good order during your tenancy and we therefore may arrange periodic inspections. You may opt to be present at these inspections if you wish, although it is not necessary. We will always provide plenty of notice of these inspections to ensure you are put to the minimum inconvenience.

## Change of tenant

If any individual Tenant in a shared property wishes to be replaced by a new person during the tenancy, this can only be done with the Landlord's consent and subject to receipt of satisfactory references. In such circumstances, any replacement individual Tenants will be subject to our standard referencing procedure, and a change of tenant fee of £300.00 including VAT per person will also be payable.

## Extension/renewal of tenancy

If your tenancy is to be renewed for an additional term at the end of any fixed period of tenancy, we will arrange for the relevant documents to be prepared and executed, and you will be charged £72.00 inc VAT to deal with this. In such circumstances, it may also be necessary to undertake additional reference checks.

## The Final Step: The end of your tenancy

### Cleaning & tenant repairs

You must ensure the property is left in a thoroughly clean and tidy condition at the end of your tenancy and we recommend having the property professionally cleaned. Should we be required to make good any breach or non-compliance by you, then in addition to the costs of making good, we will also charge you a remedial works fee of 12% inc VAT, of the total works carried out/compensation payment. This charge is subject to a minimum of £36.00 including VAT.

### Returning your deposit to you

Where we are holding your deposit, we will liaise between you and your Landlord to establish if any deductions are necessary. Once we have written agreement from both Landlord and Tenant of any deductions to be made, the balance of the deposit will be sent to you within a few days. At the end of your tenancy, you must provide us with written details of the account details

into which we should make payment, plus your forwarding address. Where we do not hold your deposit, you will need to liaise directly with your Landlord to obtain return of your deposit.

## **Cancelling your standing order**

It is entirely your responsibility to cancel the Standing Order arrangement that relates to your rental payments once your tenancy has finished, as we are unable to do this on your behalf.

## **General**

### **Early termination**

If you enter into a tenancy, you are bound legally by its terms, including any fixed minimum period of tenancy.

However, in exceptional circumstances, Landlords may agree to a request to release you early from your tenancy. Should this be the case, this is solely at your Landlord's discretion, and may be subject to certain conditions which will be made clear to you. Please note that if your Landlord agrees to your early termination of tenancy, you will be charged an an Early Termination Fee of £1000 (inc VAT).

### **Data protection**

We hold all personal information in a secure manner. We will provide this information to a reference agency to enable the referencing process to proceed, to the Landlord to approve that the tenancy may proceed, and to utility suppliers and the local authority. If you have any queries, please contact Nash Partnership.

### **“How To Rent” leaflet**

By signing this ‘important information and guidance for tenants’ document, you confirm we have provided you with a copy of the leaflet entitled ‘How To Rent’, published by the Department for Communities and Local Government.

### **Energy performance certificate**

By signing this ‘important information and guidance for tenants’ document, you confirm we have provided you with a copy of the Energy Performance Certificate relating to the property you have applied to rent through us.

### **This ‘important information and guidance for tenants’ document**

The information and guidance supplied here is designed to help you understand the overall process of renting a property, and it specifically forms part of the terms under which you may rent a property through Nash Partnership. If you have any queries, please do not hesitate to contact us. This document, together with fees and charges quoted, may be subject to change with at least thirty days’ notice.

### **Copyright**

We own the copyright in all details, brochures, floorplans, photographs and any other promotional materials we prepare. Our Tenancy Agreements, notices, associated documents and this ‘important information and guidance for tenants’ document are also protected by our copyright, both in terms of content and also general appearance. You must not copy or reproduce any part of these documents without our permission in writing.

## Your confirmation

We pride ourselves on our terms of business, together with the transparency of our fees, throughout all aspects of our business. When you apply for a tenancy through us, we require you to sign here to confirm that you have read through this 'Important Information and Guidance for Tenants' document, have been provided with the information and documents outlined in it, and agree to be bound by its terms.

Signed.....Print Name.....Date.....

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