

# HALL AND BENSON LETTINGS DIRECT



Lettings, Management & Sales

## GUIDANCE NOTES FOR TENANCIES

These notes should be read when considering an application for tenancy. They will apply in conjunction with a formal Assured Shorthold tenancy agreement.

**On applying for a property the following costs will be committed to:**

**Holding Deposit**

**One weeks rent**

On the commencement of the tenancy the holding deposit will be transferred to form part of the Deposit Bond, the authority to do so is included at the end of these notes. An applicant on signing these notes provides written authority for the deposit to be held up to 21 days to allow for referencing to be completed and the tenancy enacted. Should the property not be available within this timescale the agents will look to confirm to the tenants any variance. To commence the tenancy once referencing is successfully completed all tenants and any guarantor will need to attend the agents office to sign agreements AND subsequently meet at a later date at the property to approve the inventory provided.

Please note in the event of more than one application for a property, the first fully completed application tendered including Holding deposit will normally go ahead for referencing.

**Rent will be payable in advance on a monthly basis and a deposit equal to 5 weeks rent will be payable. Without exception we must have cleared funds for these amounts a minimum of 3 working days prior to you moving into the property including card payments and bank transfers.**

**Please be aware that the holding deposit will not be returned should any of the following apply;**

- 1 An applicant fails a Right to Rent check.
- 2 An applicant provides false or misleading information to the landlord or letting agent, which the landlord is reasonably entitled to consider in deciding whether to grant the tenancy because this materially affects their suitability to rent the property.
- 3 An applicant notifies the landlord or letting agent before the deadline for agreement that they have decided not to enter into a tenancy agreement.
- 4 An applicant fails to take all reasonable steps to enter into a tenancy agreement. - Please note the requirement to enter into the tenancy Agreement within 21 days of the Application being made (please see above for exception), failure to do so will constitute a failure to take all reasonable steps. It should be noted that it is the applicants responsibility to ensure that all information is available to the agents referencing agency, including income/employment references and prior landlord references within a timescale to enable referencing to be completed (normally seven days from application ) so that tenancy agreements and required works may be completed within the timescales.

### **Company Application Costs – VAT Inclusive**

If it is a company taking on the tenancy the application fee is	£240.00
On moving into the property check in cost	£100.00
Completion – check out fee.	£100.00

An application will be considered once the appropriate Holding Deposit, these completed Guidance Notes, Fully Completed Application Form(s) and Proof of current address/ Proof of ID are provided.

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Accepted Documents

**Proof of Identity (original documents)** (e.g. Passport, Photo Driving License)

**Proof of Address** (e.g. Utility Bill, Bank statement (within last 3 months), Letter of Confirmation from employer, Copy of current tenancy agreement, mortgage statement, current TV licence etc.)

Please ask for full details.

Under the Right To Rent Legislation (Immigration Act 2014) we are obliged to make suitable checks to ensure that the legislation is complied with, this **includes seeing original documents with the applicants in person upon application**. An external referencing agency will be utilised to undertake credit referencing and Right To Rent Checks. On receipt of an application and subject to successful referencing a tenant will need to move in within a maximum of 21 days from application receipt (unless specific alternative arrangements are agreed before referencing is undertaken).

It is highly recommended that you take out an insurance policy that provides cover for accidental damage to **the Landlords fixtures, fittings & possessions thereby protecting your Deposit Bond**. We would recommend that you also arrange cover for your own possessions. Hall and Benson can provide information on tenant's policies and we can refer your details to HomeLet who will be more than happy to give you a quote for your security which includes accidental cover for landlord's fixtures, fittings & possessions.

If the Deposit Bond is being provided by another person we must have full details of that person(s), please provide this in writing at the time of application. **Monies are preferred by bank transfer** (Bank details on request), **Debit/Credit card or cash payments can be made** directly to E7 Park Farm Allestree. Acceptance of card monies is subject to the technical availability of card services at the time that payment is offered. No guarantee can be provided if due to reasons beyond the agents control this method of payment is not functioning. During the tenancy the deposit will be held in a "Clients Account" at the St Peters Street, Derby branch of Barclays. **On moving into your new home all Tenants and Guarantors will need to attend at the property with proof of address & identification**. If this is not possible please speak to the agent's office as soon as possible.

Ongoing rent is to be paid by Standing Order, tenants should ensure that they have a suitable bank account to make such payments. Standing orders are used so that the tenant and their bank maintain control over payment and responsibility for funds arriving in time for the monies on the due day.

Any redecoration may only be carried out if you have permission in writing from the landlord or the agent - such permission should be sought in writing **prior** to any work commencing.

Any repairs or problems with the property are to be notified to the Lettings Centre on 01332 555949 option 2 immediately. No liability will be accepted by the landlord, or agents, for work, or contractors instructed by tenants (unless in emergency situations to prevent further damage to a property when the agent's office is closed).

Tenants are responsible for any contractors call out charges levied upon the landlord arising from contractors being unable to gain access because tenants have failed to meet arranged and agreed appointments or if no fault is found.

**Pets are not allowed without the written permission of the landlord or his agent**. Clarification should be sought prior to an application being made. If during a tenancy a request is made for a pet to be kept then this must be made in writing before a tenant commits to a pet. The request will be considered by the Landlord and the decision will be at their sole discretion with no responsibility upon the landlord to provide reasons for declining any such request.

The gardens are the tenant's responsibility and are to be maintained during the tenancy. Garden layouts are not to be altered, shrubs or trees removed without prior written consent.

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You must keep the property sufficiently aired and heated throughout the tenancy to avoid problems with condensation and/or mildew.

Within the last two months of your tenancy access will be required at reasonable hours for prospective tenants or purchasers to view with a minimum of one days notice.

**Smoking is not permitted within a property you may rent due to the increased impact this results in for the maintenance of the property.**

You are committed to rent the property for the term stated in the tenancy agreement. If you wish to leave at the end of the term you are required to give at least **one months written notice** from the rent day (i.e. before the end of month 5 in a 6 month lease). If you fail to give written notice to end the initial fixed term and no new fixed term tenancy comes into being, then the tenant will have a statutory periodic tenancy by virtue of section 5 of the housing act 1988. Your **written** notice then changes to a minimum of one period of the tenancy. A period is a set calendar month taken from the day of the month your tenancy started. Should notice not be provided timely it is possible that nearly two months will be required – please ask for details or clarification if required to avoid difficulties.

**A notice will only be deemed as “served” on the working day it is received in writing at the agents address below - if in any doubt confirmation should be sought of safe arrival.**

During your tenancy, inspections will be undertaken by the agents. There will always be notice provided to you of the day that we would intend to visit the property. It is not essential for you to be in attendance although if you are available then we would be pleased to see you at that time. Any areas noted to require remedial work by a tenant should be undertaken within the time scale notified.

On signing these notes an irrevocable authority is provided to the agents to deduct any monies from a bond held for charges incurred during the tenancy prior to any monies being returned.

If there are any concerns or complaints as to how any aspect of the application process or indeed any other aspect of our services please contact us we will endeavour to respond as quickly as possible to settle any concerns in line with our Complaints Procedure – Copies available on request.

**Please take a copy of these notes for your own ongoing information or ask the Hall and Benson office you deliver your application to for a photocopy.**

**All correspondence relating to any tenancy should be directed to:**

The Lettings Centre,  
Hall and Benson  
E7 Park Farm Centre,  
Allestree, Derby  
DE22 2QQ

Phone **01773 822600 or 01332 555949**

E-mail [lettings@hallandbenson.co.uk](mailto:lettings@hallandbenson.co.uk)

**Although not required by law and not exhaustive, we have endeavoured to provide useful background information in an effort to help you as much as we can to understand some of the requirements in renting a property – Please be aware though that due to the legal contract you are applying to enter into, the associated responsibilities and obligations, we need to apply the requirements within these notes to safeguard both you and landlord.**

**We are conscious of the complexity of tenancy agreements and recommend that you should seek independent legal advice prior to committing to one if you are unsure about any aspect.**

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## Utility and associated Services

### Registration of Tenancy Information.

To help with the move-in process we have teamed up with Tenant Shop to streamline the registration process for your new property by notifying the local council, water supplier and your incumbent energy provider of your move.

We will use software supplied by Tenant Shop to notify all the necessary organisations that you have arrived and provide your contact information, moving in date and meter readings where applicable.

The reverse will happen when you move out.

### Broadband & TV

When moving in to your new property you may wish to arrange a Broadband connection & TV package. Our Partner Tenant Shop can offer you exclusive discounts through market leading providers SKY & Virgin Media, and regularly have offers of up to 50% off the standard pricing\*

I give permission for Tenant Shop to contact me by phone to provide support and advice on arranging the best Tv & Broadband package for my needs

Signed: \_\_\_\_\_

### Gas & Electricity

On moving in to your new property, you will be placed on a standard Gas & Electricity tariff. This tariff is the providers most expensive tariff, Tenant Shop will provide you with a choice of market comparison to find a tariff with a more suitable rate for your property.

I give permission for Tenant Shop to contact me by phone to arrange a more suitable energy tariff

Signed: \_\_\_\_\_

As well as by phone Tenant Shop may contact me by:      Email       SMS

Signed: \_\_\_\_\_      Date: \_\_\_\_\_

Tenant Name(s): \_\_\_\_\_

### Right to Rent – Immigration Act 2014

In order to proceed with your application, we're required to obtain from you sensitive information, including but not limited to:

- Passport
- Visa
- Driving licence
- Utility bills
- Live photographs

Information obtained will be for the purpose of conducting residency checks in accordance with the Immigration Act 2014. Information provided to us will be sent to our selected third party for verification. No data will be sent outside of the EEA and any transmission of information will be done so through secure means at all times. For details on the third party used for this verification please contact us.

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I/WE HAVE READ AND UNDERSTOOD THESE NOTES AND ACCEPT THE TERMS WILL APPLY IN CONJUNCTION WITH ANY TENANCY LEASE THAT I/WE MAY UNDERTAKE.

I/We consent to the collection, verification and retention of my sensitive information in accordance with the Immigration Act 2014 and the Data Protection Act 1998. I/We agree that the holding deposit paid may be retained for 21 days or the commencement of the tenancy (whichever is sooner) and this may be extended by written agreement. On enactment of the tenancy I/We agree to the Holding Deposit being incorporated into the Tenancy Deposit.

Please tick to confirm by signing these guidance notes that;



I/we have not had a poor credit history, CCJ's, been declared Bankrupt or entered into a voluntary credit arrangement

I/We have always paid our current/previous rents on time

The income declared upon the referencing forms provided is accurate

#### Applicants

NAME ..... SIGNED .....  
Email Address.....

NAME ..... SIGNED .....  
Email Address.....

ADDRESS ..... Date .....

Next of Kin name.....

Next of Kin Address.....

Next of Kin Phone number.....email.....

(To be used if required after termination of the tenancy for communication – please provide alternate details for this purpose if preferred)

Name of all others who are likely to be normally living in the property and ages

Name Age (if under 18)

.....

.....

.....

If you have pets you would intend keeping please give details of type and age. Please note Landlords may choose not to accept Pets and may ask for special conditions to apply if accepted.

.....

**Property Applied For;** .....

Please provide in writing at the time of application any relevant additional information or specific requests relating to taking a tenancy.

#### Payment Information – Office use

Fees received £.....Cash/Cheque/Card Date .....

Signed ..... Staff Member .....

n.b. Costs shown are correct at this time but may be amended in the future.

2019 Notes

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