



## Lettings information for prospective tenants

*Assured Shorthold Tenancies (AST) only Effective 01/06/2019*

*All properties are offered for a minimum term of 6 MONTHS and NO SMOKING or PETS are permitted without the prior written agreement of the landlord. Pets may require payment of an additional rental.*

### General viewing information

Please note that properties are let 'as seen' and in their current condition with reference only to the property description provided and general disclaimer. The Tenant(s) possessions are NOT included in any letting.

Landlords are informed of their responsibilities for preparing properties for let including reasonable general cleaning. However, The Letting People accepts no liability whatsoever for the landlords preparation of the property to let including whether any improvement/refurbishment is subsequently undertaken or general cleaning completed following the departure of the current occupants, or as vacated if the property is unoccupied, following your viewing.

Any requests made by applicants for the landlords further consideration in regard to the property, including improving the property presentation and/or additions, replacements or removals to furnishings fittings, equipment and fittings, or professional cleaning are requests only and do not form any part of an offer or contract between you and either The Letting People or the Landlord. The Letting People and the Landlord accept no liability whatsoever if Landlords do not complete any applicant requests.

### For Relocation Agents

We are delighted to work with, and have extensive contacts with, National and Local Relocation Agents. If you are a Relocation Agent acting on behalf of a client, or you are proposing to use a Relocation Agent to assist in the letting process, please let us know at the earliest opportunity. It is essential that Relocation Agents finalise arrangements with us at the offer stage (including any conditions attached to an offer) and before our application process.

### Considering making an application

So you have viewed and decided on a property you wish to rent! At this stage **you should ensure that you have fully completed all your enquiries regarding the suitability of the property you are considering renting** including local amenities, schools, transport and any additional costs such as Council Tax and Utility bills payable and whether your pets would be accepted. Initially, if you are wishing to make an application to rent the property, you will be required to complete and submit an application form to us which is reviewed **before** a Holding Deposit is taken, a copy is available on request. Also, specimen copies of our standard tenancy agreements may be viewed at our offices by prior arrangement.

### Making an offer and application

Your next step is to contact your branch as quickly as possible and submit your **application form**. This will include details of your requirements and provisional details of the prospective tenancy. **All prospective tenancies are between the applicant(s) with joint and several liability and the landlord(s)** and the provisional details will include the rent payable, tenancy deposit, planned start date, duration of the letting and any other requests or terms together with details of all joint applicants.

## **Holding Deposit**

Each applicant invited to apply to rent for the property will be required to make an individual payment of a Holding Deposit which is taken in accordance with the Tenant Fees Act 2019 and is equal to 1 weeks rent per property. Multiple sharers each contribute an equal share of the Holding Deposit. A Memorandum of Letting will be provided to all parties.

**Please help us to help you!** Following payment of your Holding Deposit, You will be required to fully complete your formal reference application to submit references in support of your application for tenancy. If your application is subsequently declined due to you not providing truthful and complete referencing information or the information provided by you is incorrect, incomplete or inaccurate no refund of your Holding Deposit will be made. You are required to take all reasonable steps to enter into a tenancy in accordance with the Tenant Fees Act 2019. Failure to do so may result in your not being successful with your application and no refund of your the Holding Deposit will be due.

Any subsequent change requests to your application or to our standard terms of letting at any time, such as prior consents or approvals, for example pets, or break clause, or change of planned commencement date, will required to be submitted in writing and are subject to the landlord(s) further written agreement only.

## **IMPORTANT**

Payment of a Holding Deposit does not require You, the applicant, to enter into any form of contract to obtain a tenancy.

## **Submitting your references**

Now its time to complete your **online** reference application form and your references will then be taken up by a credit reference agency. You will need to have to hand the details of your current employer, and landlord, any former employer and landlord over the last 3 years together with the contact details of your personal referee. **IMPORTANT:** All applications including any guarantor applications are subject to a credit check being undertaken - so **please advise us before your application if you have any adverse credit as this cannot be retrospectively disclosed** to us after your application has been taken. Your, and all joint tenants, fully completed reference application is required before the Deadline for Agreement Date in accordance with the Holding Deposit terms and conditions.

## **References Age, Identification and residency**

**All those persons, 18 years of age or over on or before the planned commencement date, intending to occupy or reside in the property at any time, must make an application for tenancy as joint tenants. You (and your guarantor) will be required to be present and provide original document proof of identity and proof of residency at your current address in person at our office for verification.**

## **If you require a guarantor**

You may propose a guarantor to be considered if you are unable to fully meet the referencing criteria including your rental liabilities. **IMPORTANT:** You will need to discuss your guarantor requirements with your branch **BEFORE** your application to assess suitability for the property you wish to make application. **Guarantors must be UK residents 18 years of age or over** and will be required to complete an **online** reference application and to sign a guarantee and the tenancy agreement.

### **Administration and Agency fees**

Your Holding Deposit is paid before processing your application, taking up references obtaining credit checks and other associated administration tasks. The Tenant Fees Act 2019 states the permitted tenant costs payable. Please note that all The Letting People Agency services, and the Fees charged, are to the Landlord. **The Agent does not provide any services for Tenants**

### **Commencement of tenancies**

Once we have received satisfactory references, you (and your guarantor if applicable) identity and residency documents and you have successfully completed all the requirements for your application for tenancy, we will normally arrange to meet with you, and your landlord, before the proposed commencement of tenancy for you to **sign the tenancy agreement (and guarantee agreements) and any other tenancy documentation at our offices.**

### **The Tenancy agreement**

**The tenancy agreement is an agreement between you and the landlord** specifying the rent, deposit and general terms of the tenancy. All properties are let subject to our standard tenancy agreement. The tenancy agreement terms will obligate you for an initial fixed term and any extension or renewal term. The Letting People do not provide you with any professional or Legal advice and no Partner, Director or Member of staff has any authority whatsoever to give you any professional or Legal advice. Please ensure that if you do not understand your legal rights you consult a housing advice centre, solicitor or Citizens' Advice Bureau.

### **Making payment of your first and subsequent monthly rent**

Rents are per calendar month and normally do not include council tax or any other services including gas, electricity and water supplies unless stated as included in the tenancy agreement.. Payment of the balance of your first month's rental (Your rent less your Holding Deposit paid) must be to your branch in all cases and be cleared before your Deadline for Agreement Date. **Cleared funds are cash, bank direct credit, bank or building society draft ONLY.** Thereafter, unless there are additional conditions, you pay your rent each month on the same day of the month.

### **Payment of your deposit due**

You must also make payment of your tenancy deposit (you may know this as a 'security deposit' or 'bond' if you are an overseas national) when you sign your tenancy agreement on or before the Deadline for Agreement Date. **Deposit payment must be made by ONE TENANT (if joint tenants) in FULL and in CLEARED FUNDS which are cash, bank direct credit, bank or building society draft ONLY unless you have an alternative prior written agreement of the Landlord**

### **Collection of keys**

Once we complete all the tenancy administration arrangements and are in receipt of your first month's rent and deposit, we will contact you to make arrangements for collection of the keys for the property.

This is usually by **prior appointment after 2pm on the day your proposed tenancy starts from The Letting People branch office or by your arrangement with the Landlord.** However, please note that The Letting People will require the confirmation from your landlord that the property is ready and available for you to move into before you are able to collect keys from The Letting People branch office.