

## **Application for Tenancy (V1)**

This document contains essential information relating to renting a property through Gesners Property Management, including full notification of any charges made by us that you may incur as a result of renting a property through us.

This is a Terms of Business Agreement between you and Gesners Property Management Ltd. Please take the time to read it, prior to completing the attached Application for Tenancy. Please keep these pages for reference and return the 'application of tenancy' sheet.

### **Looking for a suitable property**

When you start looking for a home to rent, you should allow at least four weeks to find a suitable property. Sometimes it is possible to arrange a tenancy very quickly, however this is not guaranteed.

Your first step is to consider your requirements and priorities. The following are examples of the variables to be considered:

- The maximum rent you wish to pay.
- The type of property you would like.
- How long you want to rent for, including any initial fixed-term.
- Where you need to live, e.g. School catchment areas.
- What furniture, if any, you need to be included in the tenancy.

### **Viewing the property**

You must make arrangements to view the properties you are interested in directly with one of our lettings staff. When viewing you must consider all aspects of the property, particularly what fixtures and fittings are/are not included in the tenancy.

Any discussions or correspondence with ourselves or the owner are expressly deemed to be subject to application, references and contract.

### **Tenancy application form**

When you have chosen the property you wish to rent, we ask you to formally apply for the tenancy by completing the attached Tenancy Application Form. This provides us with the details that we need to submit to our clients for consideration, and the information you provide will form the basis of the referencing procedure carried out by our nominated Referencing Agents, and will be used to set up the terms of the Tenancy Agreement.

Once we receive back the results of the referencing checks and searches, we will report the results back to the Landlord and request their authorisation to draw-up draft Tenancy Agreements.

Whilst we await a final decision on your tenancy, we will discuss with you a provisional date and time you would like to move in to the property. However, please note all arrangements are still subject to contract at this stage.

Should the Landlord instruct us to proceed with drawing-up the Tenancy Agreements, the arrangements continue still to be subject to contract until they have been signed and executed.

### **Holding Deposit**

**One week's rent. This is to reserve the property. Please note: This will be withheld if any relevant person (including any guarantor(s)) withdraw from the tenancy, fail a Right-to-Rent check, provide materially significant false or misleading information, or fail to sign their tenancy agreement (and/ or Deed of Guarantee) within 15 calendar days (or other deadline for Agreement as mutually agreed in writing)**

Should your application require a Guarantor, we will need a Guarantor Application Form completed and returned to us for processing and referencing.

### **References**

References are taken up on all prospective Tenant(s) and Guarantor(s) to satisfy the Landlord of your character, credit history, and ability to pay the rent on time. The references may include a credit check, references from your employer/accountant, your previous Landlord or lender and a personal reference. For company tenancies, we will review the company's trading position and accounts.

To minimise the risk of failing referencing, all applicants should have a clean credit history (no CCJ's, IVA's, bankruptcy orders or any other adverse credit, including a low credit-score), and at least one of the applicants must have an income that can be confirmed by an employer (accountant for self-employed applicants) or pension provider. The applicant's employment status must be **permanent**, and not subject to a probationary period. Self-employed applicants will need to have at least one year's accounts available. The combined **annual** income of the applicants must be more than 30 times the **monthly** rent.

Should a Guarantor be required for your tenancy, he/she will need to fulfil the criteria above (subject to an increased annual income multiplier of 36 times the monthly rent), not be a tenant in a rented property themselves, and **must** reside in the UK.

**Should you fail referencing due to any of the criteria not being met, your Holding deposit will not be refunded.**

### **Tenancy Agreement**

The Tenancy Agreement is designed to specifically cater for the circumstances of both you and the Landlord.

**It is extremely important that you read the Tenancy Agreement carefully** and make sure you understand all the clauses in it. If there is anything which you do not understand or would like clarified, you should initially discuss it with one of our lettings staff. You should also seek independent legal advice to satisfy yourself that you understand all aspects of the document.

### **Signing the Tenancy Agreement**

We will send you the Tenancy Agreement via email, which you will sign online. It will be sent to the lead tenant first, subsequent tenants and finally the Landlord. Once the agreement has been signed by all parties, you will be emailed a copy of the agreement, which you must keep saved in a safe place.

### **Inventory & Schedule of Condition**

Before the tenancy starts an Inventory will be prepared to provide a detailed schedule of the contents and their condition, and the condition of the property. **You will be met by an Inventory Clerk on the first day of your Tenancy; they will go through the Inventory with you and hand over the keys to the property. The availability of the Inventory Clerk varies, and therefore you should expect the check in to take place anytime between 9am and 5pm on the first day of your Tenancy. We may sometimes be able to request a more specific time; however, we recommend that you make yourself available for the entire day.** The Inventory is a very important document because it protects both you and your Landlord from disagreements about these matters at the end of the tenancy. See 'Returning your Deposit to you'.

### **Check-in & Check-out**

The Inventory and Schedule of Condition is reviewed at the beginning and at the end of the tenancy. Once you have agreed the contents of the Inventory, you will be asked to sign it. A copy will be given or emailed to you for your own files.

During the check-out, any discrepancies against the original Inventory are noted, including discrepancies over the condition, cleanliness etc. A Check-out report will then be drawn-up and sent to us. It is important that you attend the check-out appointment, to discuss any possible discrepancies with the Inventory Clerk whilst at the property.

Our independent Inventory Providers offer optional pre-Check-out meetings, where they will be pleased to visit you prior to the end of your tenancy, to make recommendations as to how to present the property once you have vacated it. We strongly recommend that you utilise this optional service to minimise the potential for deductions from your deposit.

### **Stamp Duty**

In some cases, you may be liable to pay Stamp Duty on your lease. You are therefore advised to contact HM Revenue & Customs to ascertain whether Stamp Duty is applicable to your tenancy. For more information, visit [www.hmrc.gov.uk](http://www.hmrc.gov.uk). You are responsible for arranging and paying any Stamp Duty that may apply.

### **Initial Payments**

**The following payments must be received as cleared funds 10 days before the start of your Tenancy.**

- **The first month's rental payment.**
- **The Security Deposit**

Payment must be made by direct credit transfer into our Client Account (e.g. CHAPS or BACS payment). Please ask your bank to quote the address of the property as the payment reference, to help us identify it when it is received. Please bear in mind though that often these types of 'electronic payments' take a certain number of days to reach our account. Therefore, if you are in any doubt as to the best way to make these payments, please contact a member of our Lettings staff.

### **Security Deposit**

Your Deposit is five weeks rent; this is usually held by Gesners Property Management Ltd as Stakeholder for the duration of your tenancy. If your Deposit is to be held by your Landlord, we will notify you of this. The Deposit is intended to be used to offset any costs required to remedy the failure of the tenant to fulfil the conditions of the Tenancy Agreement. Please note that in extreme cases it is possible that deductions due from the deposit may exceed the actual deposit amount. In these cases, you will be required to meet any shortfall.

## **Overall Responsibilities**

You are required to take proper care of the property. This includes, for example, cleaning chimneys when necessary, unblocking the sink when it is blocked, replacing electrical fuses if required, and changing electric light bulbs, and general pest-control where necessary.

In addition, you must not damage the property wilfully or negligently, and you must ensure that family or guests do not damage it. If they do, you will be liable to bear the costs. Please be advised that there is a 'non-smoking' policy in the property unless you have written consent from the landlord or us to contradict this. There is also a 'no pets' policy unless agreed and confirmed in writing by ourselves prior to commencement of the tenancy. All amenities gas, electric, oil, telephone etc. are the tenant's responsibility during the tenancy term.

The above information is intended for brief guidance only. The Tenant's full responsibilities are set out in your Tenancy Agreement.

## **Rent Payments**

Your rent will always be due on the same date of the month that your Tenancy commenced. For example, if your Tenancy starts on 10<sup>th</sup> of the month, your rent will always be due on 10<sup>th</sup> of the month, so you should consider this when agreeing a Tenancy start date. After the initial payment, your rent should be paid by Standing Order. We will provide you with details of the bank account to pay the rent to, but it is your responsibility to set-up the standing order. Some banks do not yet offer 'faster payments', which means that your standing order payment may take up to four working days to clear into the account. The rent must be cleared into the account on the due date, so you should check with your bank how quickly the payment will arrive, and adjust your payment date accordingly. Please ensure that there are sufficient funds in your account on the day to meet the payment.

### **Unpaid Rent**

We will charge Interest at 3% above the bank of England Base Rate from the Rent Due Date until paid in order to pursue non - payment of rent. Please note: This will not be levied until the rent is more than 14 days in arrears.

## **Utilities**

You are responsible for the payment of all utilities charges (for example gas, electricity, telephone and water) during your tenancy. You must notify all utilities companies of your contact details and meter-readings. You are also responsible to notify them of your commencement and departure dates. It is your responsibility to ensure that the utility companies are informed. If you wish to change a utility supplier during a tenancy term you must inform us (Gesners Property Management) in writing and have written permission and acknowledgement in return. You must also ensure that if you are bound by a minimum term contract, you can take that contract with you when you move. The landlord may wish to revert to the original supplier. If you have a television, you will require a TV licence. If you require any local parking permits, these are also your responsibility.

## **Council Tax**

You are responsible for registering with the local authority Council Tax department for the duration of your tenancy. You are responsible for paying appropriate Council Tax for the period of your tenancy.

## **Insurance**

You are strongly advised to arrange your own insurance to protect your belongings, contents and valuables. Any insurance the Landlord may have will not cover the tenant's belongings.

You are also responsible for any injury or death at the property caused by you or your guests, and insurance should be taken out to cover this.

## **Property Management & Maintenance**

We will notify you when you start your tenancy who to contact with maintenance issues or problems. On some occasions, this will be us. On some occasions this will be your Landlord or their nominated repairers.

## **Periodic Inspections**

Your Landlord may wish to ensure that the property is being kept in good order. In such circumstances, it will be necessary to arrange periodic inspection(s). The inspections are only carried out during normal weekday working hours. You can opt to be present at such an inspection, if you would like to be. We always endeavour to arrange these visits well in advance to ensure you are put to the minimum inconvenience.

## **Renewal**

At the end of your initial period of tenancy, it is often possible to extend your tenancy if you so wish. Should agreement be reached between both you and your Landlord to extend your tenancy, we will draw-up paperwork to confirm this.

If your rent has increased as part of the renewed agreement, please remember to amend your Standing Order mandate appropriately. Any such proposal to extend/renew your tenancy remains 'Subject to Contract' until the necessary paperwork has been signed and executed.

## Early Termination

If you enter into a tenancy, you are legally bound by its terms, including any fixed minimum period of tenancy shown. However, in rare circumstances, Landlords may agree to your 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 conditions which will be made clear to you. **If your Landlord agrees to your early termination of tenancy, you will be responsible for the Landlord's fees, costs and charges incurred due to the early termination, and our administration charge. Our administration charge for early termination (including the fee for remarketing the property) is one month's rent, plus VAT.**

In the event of an Early Termination Request being allowed, you will be required to sign a 'Deed of Surrender' confirming the date on which you will vacate the property and surrender your tenancy. You will also need to pay the Early Termination Administration Charge at this stage. It cannot be paid by way of a deduction from your deposit.

## Your responsibilities when vacating the property

At the end of your tenancy you must ensure that all your obligations are met, including making sure that rent and utilities charges are paid up to date. You must arrange for final meter-readings of electricity, gas, telephone and water (if applicable) and give the utilities companies a forwarding address for final accounts. You must also notify the Local Authority about Council Tax charges. In addition, you must provide us with your forwarding address.

You must ensure that the property is left in a thoroughly clean and tidy condition. You must:

- Return all items of fixtures/fittings to their original position as detailed in the Inventory;
- Replace all broken/missing items to equivalent standards;
- Return all keys, including duplicates, to us;
- Arrange for the Post Office to redirect your mail;
- Pay all final utilities accounts and provide your forwarding address to the utilities companies and Council Tax department of the Local Authority.
- Ensure the garden is left properly-tended for the time of year.

Failure to comply with these requirements will delay the return of your Deposit and result in deductions being made from it.

## Returning your Deposit to you

At the end of your tenancy, your Deposit will be returned to you once we have received and reviewed the Check-out report, and agreed any deductions to be made from it between you and your Landlord.

Where Gesners Property Management is 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 Deposit will be returned to you. At the end of your tenancy, please provide written details of who the deposit should be paid to, and your forwarding address. We cannot divide the Deposit into more than one payment, for example to different payees.

Where Gesners Property Management does not hold your Deposit, you will need to liaise direct with your Landlord to obtain the return of the Deposit.

## 'Shared' Tenancies

### Tenants' responsibilities

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, including rent, of the tenancy. When considering entering a Tenancy with other sharers it is important to understand the obligations you and your fellow occupants will be entering. Here are some issues to note and consider:

- 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.
- Rent must be paid by one single Standing Order. Any rent not paid is the responsibility of all sharers.
- At the end of the Tenancy the Inventory will be checked and all the Tenants will be responsible for any deductions even if they themselves did not cause the damage.
- How well do you know the other sharers? Are you sure you get on with them well enough to live with them?

### Changes to sharers

Should any mid-tenancy changes be made to the sharers (for example the replacement of one sharer with a different one), these can only be made with the agreement of your Landlord, and may be subject to conditions. In addition, we will make an administration charge to arrange the necessary paperwork of **£50.00 including VAT** per change.

## IMPORTANT NOTE REGARDING ALL CHARGES DETAILED IN THIS DOCUMENT

All charges mentioned in this document can be found in our Tenant Fees Schedule, which is attached to this document.

**Before you decide to rent a property, there are several issues which you should consider:**

- Think about how long you need to take the tenancy for and only sign for the length of time you can commit to.
- All persons over the age of 18 will need to be referenced and be on the Tenancy Agreement.
- If you are sharing the property, you are joint and severely responsible for the Tenancy – therefore you must be sure that you will be happy living together for the duration of the Tenancy.
- Consider whether you can afford the rent – the affordability ratio explained fully in these Guidance Notes for Tenants
- Ask whether the property is furnished or unfurnished.
- All our Tenancies are checked in using an independent industry accredited Inventory Clerk. The Inventory check in appointments are carried out Monday – Friday during working hours (excluding bank holidays) you must attend the check in.
- The deposit is five weeks rent and is payable before your Tenancy starts.
- If you are currently renting a property, ensure you can adhere to your current notice period.
- All our Tenancies hold a non-smoking clause which states that smoking inside the property is not permitted.
- If you have a pet you must inform us. Some Landlords do allow pets; however, this will be subject to additional terms.
- Where a Landlord pays for a Managed service, Gesners Property Management will organise maintenance on their behalf. However, this does not entitle the Tenant to a call out service or “serviced property” arrangement.
- Tenant’s possessions are not covered by the Landlord’s insurance policy. We would strongly urge you to arrange your own contents insurance.
- All our Tenancies are fixed term, which means that you will be responsible for paying the rent in full until the end of your Tenancy. You do not have a right to terminate early. In some circumstances, we may be able to negotiate an early termination; however, this will be subject to terms.
- Your rent will be due on the date that your Tenancy commenced every month. Please ensure the payment leaves your account in plenty of time to reach our account. If you are relying on your salary to pay your rent, you should ensure that you do not start your Tenancy before your salary is paid
- The availability of the Inventory Clerk varies, and therefore you should expect the check in to take place anytime between 9am and 5pm on the first day of your Tenancy. We may sometimes be able to request a more specific time; however, we recommend that you make yourself available for the entire day.

## Application Form

Property

Address:.....

Monthly Rent: .....

Proposed Term of Tenancy: .....

Proposed Tenancy Start Date: .....

First Applicant Full Name: .....

Current Address: .....

E-mail: .....

Tel No: (Mobile) .....

Date of Birth: .....

Second Applicant Full Name: .....

Current Address: .....

E-mail: .....

Tel No: (Mobile) .....

Date of Birth:.....

Third Applicant/ Guarantor Full Name: .....

Current Address: .....

E-mail: .....

Tel No: .....

Date of Birth: .....

Please supply details of your next of kin in case of emergencies and please state if they have power of attorney:

.....

Are there any additional proposed occupiers who will not be included in the tenancy? (Include dependent children, other relatives, lodgers etc.) Please give full names and ages.

.....

Please list any pets that you have or intend to have during the tenancy:

.....

Are any of the proposed tenants (or additional occupiers) smokers? (Y/N)

Do all proposed tenants have a regular monthly income from Employment, Self-Employment or Pension? (Y/N)

Is the combined annual income of all tenants more than 30x the monthly rent? (Y/N)

Is the combined annual income of all tenants based on permanent employment? (Y/N)

Do any of the Proposed Tenants have any adverse Credit? (ie, bankruptcy, Voluntary arrangements, defaults etc) (Y/N)

Do/have any of the tenants have any rental arrears? (Y/N)

Having read the accompanying Guidance Notes, if necessary, could you provide a Guarantor? (Y/N)

*Note: A Guarantor must have clean credit, annual income of at least 36x the monthly rent (by means of permanent employment, be a UK Resident and not renting a property themselves.*

Are you currently, or do you intend to start, claiming Housing Benefit? (Y/N)

**Declaration**

Having read and understood the accompanying Application for Tenancy (V1) I/We wish to apply for the above tenancy, on the above terms. I/We understand that by applying for this tenancy, I/We agree to accept the costs, charges and terms contained within this document. I/We also understand that, in the event of my/our failing referencing, providing false or misleading information on the application form, or deciding to withdraw from this tenancy for any reason and at any point prior to commencement, I/We will not receive a refund of our Holding Deposit.

**Your signature(s):****Print name(s):****Date:****Tenant one:****Tenant two:****Tenant three:**

# TENANT FEES SCHEDULE

## NEW ASSURED SHORTHOLD TENANCIES (ASTs) SIGNED ON OR AFTER 1 JUNE 2019

<b>Holding Deposit (per tenancy)</b>	<b>One week's rent.</b> This is to reserve a property. Please Note: This will be withheld if any relevant person (including any guarantor(s)) withdraw from the tenancy, fail a Right-to-Rent check, provide materially significant false or misleading information, or fail to sign their tenancy agreement (and / or Deed of Guarantee) within 15 calendar days (or other Deadline for Agreement as mutually agreed in writing).
<b>Security Deposit (per tenancy. Rent under £50,000 per year)</b>	<b>Five weeks' rent.</b> This covers damages or defaults on the part of the tenant during the tenancy.
<b>Security Deposit (per tenancy. Rent of £50,000 or over per year)</b>	<b>Six weeks' rent.</b> This covers damages or defaults on the part of the tenant during the tenancy.
<b>Unpaid Rent</b>	Interest at 3% above the Bank of England Base Rate from Rent Due Date until paid in order to pursue non-payment of rent. Please Note: This will not be levied until the rent is more than 14 days in arrears.
<b>Lost Key(s) or other Security Device(s)</b>	Tenants are liable to the actual cost of replacing any lost key(s) or other security device(s). If the loss results in locks needing to be changed, the actual costs of a locksmith, new lock and replacement keys for the tenant, landlord any other persons requiring keys will be charged to the tenant. If extra costs are incurred there will be a charge of £15 per hour (inc. VAT) for the time taken replacing lost key(s) or other security device(s).
<b>Variation of Contract (Tenant's Request)</b>	<b>£50 (inc. VAT) per agreed variation.</b> To cover the costs associated with taking landlord's instructions as well as the preparation and execution of new legal documents.
<b>Change of Sharer (Tenant's Request)</b>	<b>£50 (inc. VAT) per replacement tenant or any reasonable costs incurred if higher.</b> To cover the costs associated with taking landlord's instructions, new tenant referencing and Right-to-Rent checks, deposit registration as well as the preparation and execution of new legal documents.
<b>Early Termination (Tenant's Request)</b>	Should the tenant wish to leave their contract early, they shall be liable to the landlord's costs in re-letting the property as well as all rent due under the tenancy until the start date of the replacement tenancy. These costs will be no more than the maximum amount of rent outstanding on the tenancy.

Please ask a member of staff if you have any questions about our fees.

CLIENT MONEY PROTECTION:  
[www.propertymark.co.uk](http://www.propertymark.co.uk)

INDEPENDENT REDRESS:

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