

## TERMS OF SERVICE FOR TENANTS

All properties available for rent are normally for a minimum period of 6 months, unless otherwise stated. Before occupying any property, prospective tenants are requested to note the following:

### 1. HOLDING DEPOSIT:

A holding deposit of **£200.00** is required to secure the property. If the intended moving-in date is more than four weeks away, then one month's rent is required. We cannot take the property off the market without this payment.

Please note that you may lose your deposit if you:

- Do not complete in full and return our reference forms within 3 days of paying your deposit.
- Fail to move in on the agreed moving-in date.
- Change your mind and decide not to proceed for any reason.
- Provide false or misleading information or fail to disclose information causing the landlord to withdraw from the rental agreement.
- Are declined due to unacceptable references.

*\*The holding deposit will only be refunded should the landlord pull out or change his/her mind.*

### 2. REFERENCES:

References will be obtained by an independent referencing agency and all details are confidential. A referencing form will be supplied to you. It is essential that you provide all of the requested information as thoroughly as possible. The references obtained are:

- From your employer. You must be earning a minimum gross annual salary equating to at least 2.5 times your annual rental commitment. If you are self-employed, you will need to provide an accountant's reference with three years of accounts. If these requirements cannot be met, you must pay six months rent up front or supply a guarantor who must be earning 3 times your annual rental commitment, subject to the landlord's agreement.
- From your present or previous landlord. You must supply your addresses for at least the last three years.
- Credit history check. If you have settled prior CCJ/CD's, proof of satisfaction must be obtained and you must disclose them.
- You are required to provide proof of ID (Passport/driving licence) and proof of residency, showing your current address and which must be less than 3 months old (utility bill, council tax, bank statement, mobile phone bill).
- If you do not hold a UK/European passport, you must provide proof of your visa, which should not expire during the term of the tenancy.

### 3. RIGHT TO RENT:

As from 1<sup>st</sup> February 2016, all agents have to carry out Right To Rent checks to determine whether occupiers over the age of 18 have the right to live in the UK legally. We will not be able to authorise anyone to occupy a property unless they are a British citizen, or a national that is part of the European Economic Area (EAA) or a Swiss national, or has a Right to Rent in the UK. For further information, please use the following link:

[www.gov.uk/private-renting/document-checks](http://www.gov.uk/private-renting/document-checks)

### 4. FIRST MONTH'S RENT:

Your first month's rent is payable on or before the day you move in.

### 5. SECURITY DEPOSIT:

Your security deposit must be paid to us in cleared funds **before** you move in. The security deposit is normally one month's rent plus £200.00 unless otherwise stated. It will be kept until the end of your tenancy agreement under an approved Tenancy Deposit Scheme (TDS). It is **NOT** to be used as payment for the last month's rent in any circumstances.

**6. FEES: £200.00 + VAT (£240.00) for First Tenant and £100.00 + VAT (£120.00) for each additional Tenant and/or Guarantor (if required):** *\*This fee is for referencing, right to rent checks and administrative costs and is non-refundable.*

**7. INVENTORY:**

An inventory of the contents and condition of the property is normally prepared at the beginning of the tenancy. Where the Landlord employs the services of an Independent Inventory Company, he/she will be responsible for paying the cost of the check-in and the Tenant will be responsible for paying the cost of the check-out. This charge will be taken from your deposit at the end of the Tenancy. **Price Guide:** Studio flat £60.00/£70.00, 1 bed flat £70.00/£80.00, 2 bed flat/house £80.00/£90.00, 3 bed flat/house £90.00/£110.00, 4 bed house £100.00/£120.00. *(Please note that if you are late or do not attend either the check in or the check out at the agreed time and day you will be charged a fee by the inventory company).*

**8. UTILITY SERVICES:**

Tenants are responsible for the following: gas, electricity, council tax, water/sewage, television licence, telephone and tenants' contents insurance. The responsibility for informing the relevant services lies with the tenants, both at the start of the tenancy and at the end, when final meter readings will need to be taken. It is advisable to check the meter reading as soon as you enter the property. Tenants are NOT permitted to change the gas or electric meter to a key meter and utility supplier without the Landlord's written consent.

**INSURANCE:** *You must ensure that you have sufficient insurance to cover your own personal contents, as it will not be covered under the Landlords' policy. It is advisable to have a policy with accidental damage, new for old, as this will help protect your security deposit. Please ask for further details. The landlord is responsible for the building insurance.*

**9. FINAL PAYMENT:**

You will be required to come into the office to sign your Tenancy Agreement and settle your account. An appointment must be made prior to your check-in at the property with the Inventory Clerk/Landlord where applicable. **Please note:** we will only accept a Bankers Draft or Building Society Cheque made payable to Homecare Estates or BACS payment/Bank Transfer. If the account is settled in cash this can only be done between 9am to 4pm Monday to Friday unless otherwise agreed.

**PLEASE NOTE:** *Personal and company cheques will not be accepted unless they are paid to us at least seven working days prior to the beginning of the tenancy.*

**10. RELEASE OF KEYS:**

We will only be able to release the keys to you once all tenants and/or guarantor/s have signed the tenancy agreement and all monies have been paid. The tenancy agreement must be signed in our office prior to the commencement of the tenancy agreement. It is your responsibility to ensure that you and your guarantor (if applicable) are available to come in during our office hours. These are: 9am to 6pm Monday to Friday, 9am to 5pm Saturday.

**11. EARLY TERMINATION OF TENANCY:**

If for any reason you wish to terminate your Tenancy early, if agreed with your Landlord, we will re-market the property to find a suitable replacement Tenant. *Only when a new Tenant is found and has signed a tenancy agreement will you be released early.* **NB:** *You will, however, be responsible for reimbursing the Landlords' legal costs and/or letting agent's fees from the date the new tenant takes over to the date that your original Tenancy Agreement expires as per clause 3.4.2 of the tenancy agreement.*

**12. BOARDS:**

Homecare Estates reserves the right to erect 'To Let' and 'Let By' boards for a short period of time at the start and end of each new tenancy.

**13. COMPLAINTS:**

Whilst we pride ourselves on our customer service, sometimes things do go wrong and you may need to complain; if this happens please ask our staff for a copy of our Complaints Procedure.

**14. MONEY LAUNDERING REGULATIONS:**

In order to comply with the above, we are obligated to obtain information on how you are paying your security deposit. Please select from the following: Savings/Loan/Other.....

<b>I hereby confirm I have read and agree to the above.</b>		<b>Date:</b> _____
<b>Please print your name:</b> _____	<b>Signed:</b> _____	
<b>Property Address:</b> _____		
<b>Intended moving in date:</b> _____	<b>Price: £</b> _____	<b>pcm. Contract Length: 6 / 12 months</b>