



## Residential Sales & Letting Agents

### GUIDE NOTES FOR TENANTS

The purpose of this document is to explain, **before we accept any money from you**, what is required should you wish to rent a property through us, together with a breakdown of our fees and procedures. If you have already paid us a preliminary deposit on this property, it will be returned to you in full if you do not agree to the following terms and conditions. You are under no legal obligation to sign this document however your tenancy application will not be processed until you do so.

**TO AVOID MISUNDERSTANDINGS PLEASE READ THIS DOCUMENT CAREFULLY AND ASK FOR AN EXPLANATION IF THERE IS ANYTHING YOU DO NOT UNDERSTAND.** We cannot accept responsibility for any inconvenience or financial loss incurred should you fail to comply with or follow the procedures set out in these guide notes, or for matters which are outside of our control. To avoid misunderstandings, you are advised to obtain written confirmation of any verbal assurances that may be made by any of our representatives.

The "Terms and Conditions" section constitutes an agreement between you, the Tenant and Sovereign House Estates Ltd (save for "Breakdown of Monies Required to Move In" where the figures inserted for "First Months Rent" and "Deposit" are strictly subject to contract).

### LETTING DETAILS - STRICTLY SUBJECT TO CONTRACT

Full Property address

Lead Tenant\* (See point 7 on page 3)

Other Tenant(s)

Current Correspondence Address

Return of Deposit Address

Post Code:

Rent

£ P/W      (£      P.C.M.)

Term of initial agreement

Proposed moving date

**TENANT REQUESTS.** The following requests will be submitted to the landlord for their agreement and if agreed, will be confirmed in the "Special Conditions" section at the back of the tenancy agreement. If you are in any doubt as to what has been agreed please ask for written confirmation.

Signed (for and on behalf of all Tenants):

213 Victoria Park Road  
Hackney  
London  
E9 7HD

Tel: 0208 985 5800

176 Longwood Gardens  
Ilford  
Essex  
IG5 0EW

Tel: 0208 220 1500

## TERMS & CONDITIONS

### **REQUIRED FROM TENANTS PRIOR TO GRANTING OCCUPATION**

First months rent:	£	
Deposit: 6 weeks rent	£	
Administration Fees: (£250+vat per person)	£	
Check Out Charge ( £ + vat)	£	
Less preliminary monies received:	- £	
<b>BALANCE DUE:</b>	£	

**1. FINAL MONIES - The balance due may be paid as follows:**

**Bank draft** payable to "Sovereign House Estates Ltd" **but must be paid 5 working days before occupation.**

**Credit card** subject to a 3% handling charge.

**Debit Card**

**Cash payments are subject a £30 fee.** For security and insurance reasons we do not like accepting cash.

**2. SIGNED STANDING ORDER MANDATE - Rent must be paid from Tenants account (**Not guarantor or occupant**)**

**3. REFERENCES** – Any references undertaken will be completed by Homelet on our behalf. Homelet is part of the Barbon Insurance Group Limited and for the purposes of this application, Barbon will be the Data Controller as defined in the Data Protection Act 1998 (the "Act"). Full details of the information services they will use to verify your information will be confirmed to you by Barbon. By signing below you are giving your consent for Barbon to contact your referees with the information you provide in order to complete their reference service.

**4. You will be asked to complete a HomeLet online referencing form and in addition we require the following:**

**Photographic I.D:** We will require a copy of photographic identification for you. This must be a passport or driving license.

**Proof of Current Address:** \*\*\*\*WHERE APPLICABLE\*\*\*\* this must be a utility bill (gas, council tax, electric, etc) **OR** drivers license showing your current address **OR** a letter from your employer on headed paper confirming the address they have on file for you. **Please Note:** Bank Statements, Credit Card Statements, Payslips and Store Card Statements are not acceptable as proof of current address. Homelet may not require proof of your current address but in the event that they do, the aforementioned are acceptable.

**If a Student:** In addition to the above, we require proof that you are a student. This can be a copy of your student I.D card or the offer letter/confirmation letter from your university. You will also require a guarantor.

**Guarantor Application:** All guarantors must be resident in the UK. Overseas guarantors are not accepted. Guarantors must be in full time employment/self employment and must provide all of the aforementioned documentation (I.D and Proof of Current Address) All guarantors will be required to sign a guarantor agreement **prior** to any Tenancy commencing

**Referencing costs are not refundable.**

**5. TENANCY AGREEMENT SIGNED BY ALL TENANTS.**

**IT IS YOUR RESPONSIBILITY TO ENSURE THE ABOVE CONDITIONS ARE MET.** If you fail to return the documents requested within 48 hours of the deposit being placed you will agree to forfeit your deposit in full. Contracts must be signed within 10 days of the initial deposit being placed, if this is not done in this time frame and Sovereign House are not at fault for the delay you will agree to forfeit your deposit and the property will be placed back on the open market. The preliminary monies are only refundable in the event of the Landlord withdrawing from the agreement or not agreeing to your offer and Sovereign House being unable to negotiate a suitable arrangement. This does not apply if the Landlord withdraws due to unsatisfactory references on any applicant or any false or misleading information being provided to us by any applicant. The preliminary monies are not refundable under any other circumstances whatsoever.

I confirm my understanding of the above

For and on behalf of all Tenants

## GENERAL

1. **TRANSFER OF UTILITIES AND COUNCIL TAX:** The tenant is responsible for arranging this.
2. **DATA PROTECTION ACT:** You authorise us to supply such references and relevant information to the landlord as may be required to verify your suitability as a tenant. It may also be necessary for us to provide forwarding addresses and or telephone numbers to the landlord. We may also arrange for details of other products or services to be sent to you or for your details to be passed to other companies for the same purpose. (Delete if not acceptable)
3. **SHOULD A TRANSACTION ABORT THROUGH NO FAULT OF YOURS,** all monies paid to us, less deductions i.e. reference fees etc, will be refunded to the person from whom the monies were received. Refunds are not made in cash.
4. **THE LANDLORD MUST SIGN THE TENANCY AGREEMENT AND PROVIDE PROOF OF COMPLIANCE WITH SAFETY LEGISLATION BEFORE WE CAN ALLOW ACCESS.** We must comply with current gas, electric, furniture and EPC legislation. Landlords do not always allow us to arrange the required safety checks until a tenant is found. If this is the case we will now be requesting funds to arrange these checks but if remedial work is required, we will not be able allow access until that work has been completed. This means that we occasionally we need to delay the date of occupation. This is beyond our control and we can accept no responsibility for any financial loss and or inconvenience caused. As a result, please stay in contact with us to check access can be granted on the proposed moving date.
5. **IT IS ILLEGAL FOR YOU TO PURCHASE NON - COMPLIANT ITEMS OF FURNITURE FROM THE LANDLORD** which may already be in the property and to use them during the tenancy.
6. **A COPY OF THE TENANCY AGREEMENT** will be forwarded to you as soon as administratively possible but we can provide you with a draft agreement upon request. This will exclude details of the particular scheme protecting your deposit as we may not know which one the landlord intends to use at this stage.
7. **YOUR DEPOSIT** (Assured Shorthold Tenancies only) will be protected in one of three schemes, details of which will be confirmed in the tenancy agreement. You cannot choose which scheme but each one provides the same level of protection and is free to tenants. Where our commission to the Landlord exceeds the first month's rent, you authorise us to deduct the excess from the monies you will pay to us before taking occupation; such monies will include your deposit. However, by law the full value of your deposit will be protected. You further agree that we may deduct from your deposit, any unpaid administration charges levied in accordance with the terms of the tenancy agreement and or this document. The procedure of each Scheme for returning your deposit varies slightly but basic details are explained in the appendix of this document. Full details are on the relevant websites. Where there is more than one tenant, some scheme operators require the name of a **lead tenant** being the only tenant with whom they will liaise.
8. **OVERSEAS LANDLORDS:** BY LAW if your rent is paid directly to the landlord and your landlord is resident overseas (this is noted in the tenancy agreement) then you are required to withhold tax at basic rate from your rent payment. For further information contact the Inland Revenue. Tenants paying their rent to us are not affected.
9. **REDECORATION:** You must not redecorate, put up shelves, make holes in the walls e.g. to hang pictures or make any alterations without the landlord's written permission.
10. **YOU MUST REPORT ANY SIGNS OF DAMAGE IMMEDIATELY.** If you do not and it worsens, you may be liable to pay the cost of repairing any additional damage caused by your failure to report the initial problem.
11. **SHOULD THE PROPERTY HAVE A GARDEN, YOU ARE RESPONSIBLE FOR ITS MAINTENANCE.**
12. **YOU MUST ALLOW REASONABLE ACCESS** for repairs, statutory safety inspections, reports on condition and viewing by prospective tenants or buyers in the final months of the tenancy.
13. **CABLE TV / CABLE TELEPHONE INSTALLATION:** Written permission is required from the Landlord prior to installation

## **ARRANGEMENTS ON MOVING DAY**

- 1) **A SPECIFIC APPOINTMENT WILL BE MADE** for you to collect keys and deal with any outstanding matters. An appointment may also be made (depending on our clients instructions) for you to meet one of our clerks (either at our office or the property) to sign the inventory and check in report.
- 2) **IF YOU ARE LATE, ACCESS MAY BE DELAYED** (perhaps until the following day) and additional charge of £50 plus VAT levied to pay for the inventory clerk again. We cannot accept responsibility for your inconvenience or costs as a result. Should you wish to rearrange a "check in" appointment please ensure you advise us at least 48 hours earlier or this fee may still be payable.
- 3) **WE CANNOT PROMISE TO SUPPLY MORE THAN ONE SET OF KEYS.**

## **EXTENDING YOUR TENANCY /VACATING**

**APPROXIMATELY THREE MONTHS PRIOR TO THE EXPIRY OF YOUR TENANCY AGREEMENT** we will write to ask if you wish to extend your tenancy. If you choose to extend, a contract fee of £150 plus VAT will be levied as a contribution towards the cost of preparing a new Tenancy Agreement.

Signed (for and on behalf of all Tenants): \_\_\_\_\_

## SOVEREIGN HOUSE PROPERTY MANAGEMENT.

If we are instructed to manage this property or process your rent payments, you will be dealing directly with the Property Management Department once you take occupation.

- 1) **RENT MUST BE PAID BY A SINGLE STANDING ORDER PAYMENT EACH MONTH.**
- 2) **PAYMENT BY ANY OTHER METHOD IS SUBJECT TO AN ADMIN CHARGE OF £30 FOR EACH PAYMENT.**
- 3) **PLEASE ENSURE CLEARED FUNDS ARE IN YOUR BANK ACCOUNT 5 DAYS BEFORE THE RENT IS DUE.** It takes up to 5 days (allowing for weekends and bank holidays) for funds transferred from your account to reach ours. Therefore the standing order mandate we ask you to sign instructs your bank/building society to pay 5 days before the rent is due. **If you need to change the payment date to ensure funds are in your account, please advise us immediately – you may need to pay additional rent pro rata depending on the difference.**
- 4) **ADMINISTRATION CHARGES ARE LEVIED FOR LATE PAYMENT.**
  - 1<sup>st</sup> reminder letter charged at £25 plus vat - sent 2 days after your rent is due.
  - 2<sup>nd</sup> reminder letter charged at £25 plus vat - sent 5 days after your rent is due.
  - Further Reminders will be charged at the same rate.
  - Cheque / standing order payments failing to clear or arriving in our client account more than 3 days after the rent due date will be charged at £35 plus VAT.
  - Bounced standing orders/cheques charged at £50 plus VAT.
  - Outstanding administration charges will be deducted from your deposit.
- 5) **IT IS OUR POLICY TO RECOMMEND LEGAL ACTION IF YOUR RENT IS MORE THAN 14 DAYS LATE.**
- 6) **SWAPPING TENANTS DURING THE COURSE OF THE TENANCY IS NOT PERMITTED.** Current legislation does not allow one tenant to leave and simply find a replacement. The tenancy agreement specifically mentions the persons allowed to reside in the property. If this changes, the tenancy must be terminated and a new one set up. This requires a great deal of work and you will be charged for our time and all third party costs/disbursements. These are as follows:

**Outsourced third party expenses for which you will be liable to cover the cost of:**

Referencing new tenant and re-referencing existing tenant(s)	£150 + VAT per Tenant
Check out inspection to terminate existing tenancy	Prices Vary
New Deposit Protection Fee (dependent on scheme)	
Inventory Update	Prices Vary
Check in Inspection to commence new tenancy	Prices Vary

**New Deposit**

The previous deposit will be returned in accordance with the terms of the relevant Tenancy Deposit Protection Scheme under which it was held. We cannot wait for that to be returned to you before commencing the new tenancy.

**Our reasonable charges for arranging the following (in addition to the above)** Serving notice, overseeing the return of the previous deposit including check out inspection, preparing new tenancy agreement, protecting the new deposit, organising new references, arranging an inventory update and arranging new check in: £250.00.

**WHEREVER POSSIBLE PLEASE CONTACT SOVEREIGN PROPERTY MANAGEMENT BY EMAIL – This enables them to monitor your query and deal with it more efficiently.** If you cannot use e-mail, please call: 0208 533 9500 Mon – Friday from 11am to 4pm and we will try to return your call within 8 working hours.

[Kirsty@sovereign-house.com](mailto:Kirsty@sovereign-house.com)

[Nicola@sovereign-house.com](mailto:Nicola@sovereign-house.com)

### DECLARATION

I/We confirm that I/We have read and agree to the terms of this document prior to leaving a preliminary deposit.

I/We confirm that I/We have received a copy of this document.

I/We confirm I/We will advise Sovereign House Estates of any changes to the details I/We have supplied.

Name of Tenant	Signature	Date
.....	.....	.....
.....	.....	.....
.....	.....	.....

Where there is more than one tenant but not all are present on the date this document is signed the above person(s) signs on behalf of all the tenants.

### USEFUL NUMBERS

<b>COUNCIL TAX:</b>	Redbridge	020 8478 3020	<b>GAS:</b>	To find provider	0870 608 1524
	Waltham Forest	020 8509 7111	<b>ELECTRICITY:</b>	To find provider	0845 6000 102
	<b>Hackney</b>	020 8536 3000	<b>WATER:</b>		0845 9200 800
	Epping Forest	01992 564 189	<b>BT:</b>		150
	Tower Hamlets	0207 364 5000			

## **THE TENANT DEPOSIT PROTECTION SCHEME – EXPLANATORY NOTES FOR TENANTS**

- Commencing 6<sup>th</sup> April 2007 all tenants' deposits held on Assured Shorthold Tenancies (Company Lets and other forms of tenancies are exempt) must be protected under one of three schemes.
- Every deposit taken must be registered on the database of one of the three schemes and the tenant informed of which scheme.
- There are two insured schemes where the landlord/agent holds the deposit but pays an insurance premium to protect it.
- There is also a custodial scheme where the entire deposit is held by the scheme operator
- A tenant cannot choose which scheme protects their deposit but all schemes are free of charge.
- If a tenant vacates a property before realising that the deposit hasn't been protected, the tenant can apply for a court order and the court order will order the landlord to repay the deposit amount to the tenant.
- In order to avoid this situation, tenants need to ensure that their landlord has given them the prescribed information relating to the scheme that is safeguarding their deposit, and check that the deposit is safeguarded, within 14 days of paying the deposit.

**Further details on the three scheme operators are set out below**

### **Insured Scheme Operators:**

- **The Dispute Service**, PO Box 541, Amersham, Bucks, HP6 6ZR.  
Tel: 0845 226 7837 Fax: 01494 431123 E: [deposits@tds.gb.com](mailto:deposits@tds.gb.com) W: [www.tds.gb.com](http://www.tds.gb.com)
- **Tenancy Deposit Solutions**, 3<sup>rd</sup> Floor, Kingmaker House, Station Road, New Barnet, Herts, EN5 1NZ.  
Tel: 0871 703 0552 Fax: 08456 343403 E: [info@mydeposits.co.uk](mailto:info@mydeposits.co.uk) W: [www.mydeposits.co.uk](http://www.mydeposits.co.uk)

### **Custodial Scheme Operator:**

- **The Deposit Protection Service**, The Pavilion, Bristol, BS99 6AA  
Tel: 0870 7071707 Fax: 0870 703 6206 E: [enquiries@depositprotection.com](mailto:enquiries@depositprotection.com) W: [www.depositprotection.com](http://www.depositprotection.com)

### **Return of Deposit**

- Within 10 working days of the end of the tenancy you should expect your deposit to have been returned in full or to have been advised of any deductions and the balance (if any) returned.
- Within 20 working days (4 weeks) of the end of the tenancy you should respond to the landlord (or agent, depending on the terms of our instructions) if you wish to dispute anything.
- If the dispute can be settled by the parties within 10 working days the disputed amount (if any) should be returned to you within 10 working days of an agreement being reached.
- If the dispute cannot be settled within 10 working days a claim can be made to the operator of the scheme that protects your deposit.
- Alternative Dispute Resolution (ADR) Services supports all schemes to try to avoid disputes going to Court although if either party does not agree to use the ADR service, the option of going to Court still exists. The ADR service will be impartial and evidence based. In the event of a landlord or tenant being out of contact or refusing to co-operate the matter will automatically be referred to ADR for resolution.