

## **TERMS FOR PROSPECTIVE TENANTS**

### *ANY APPLICATION IS ACCEPTED SUBJECT TO CONTRACT*

1. All property rents exclude water/sewage rates, electricity, gas, telephone and council tax unless otherwise stated.
2. All properties are to be let on an Assured Shorthold Tenancy for a six month period unless otherwise stated.
3. All new applications will be subject to credit searches and referencing before the approval of any tenancy on the property is given. A record of the search will be recorded on your file.
4. An initial holding fee of one weeks rent is payable on application and this will be deducted from the total amount payable, (which is only due on the acceptance of a tenancy). Should references prove unsatisfactory due to either misleading, deceitful or false information provided by the applicant/s or the deliberate withholding of relevant information which has been requested or the applicant withdraws from the offer for any reason, then the holding fee will not be refunded and will be offset against all costs incurred, if we decline your application for any other reason, the full weeks holding deposit will be refunded in full. Should the Landlord withdraw for any reason (apart from the receipt of misleading or false information) then the payment will be refunded.
5. On receipt of an application through "Homelet referencing services" you have 72 hours to provide the information requested and return the application using the email link provided failure to comply will be construed as you withdrawing your application.
6. A deposit bond will be required of 5 weeks rent and is payable to us at the commencement of the tenancy and is held for the duration of your stay at the property. No interest is payable and the deposit is non-portable, therefore not to be used against the last month's rent.
7. Rent is payable monthly in advance by bank standing order, interest will be charged on all late rent payments at the prevailing bank of England base rate.
8. Where there are joint tenants, including husband and wife, all Notices and Tenancy Agreements must be addressed to ALL parties and signed by all parties.
9. The deposit and the first month's rent must be paid to Murrays at least 5 working days before any prospective tenancy can start.
10. The Tenant/s agree to allow Murrays/Landlord agent to hold pass keys to the property, allowing Murrays/Landlords Agent access (subject to 24 hours notice being given, unless in the event of an emergency) to the said property.
11. The tenant will allow the landlord (or his agent) access to the premises at reasonable hours during the day (subject to 24 hour notice, unless in the event of an emergency or where damage is being or will be caused to the property) to inspect the premises and effects therein and to carry out any works that the landlord deems necessary.
12. The Tenant/s will not keep any pets at the property without the landlord's prior consent.
13. Where Murrays/Landlord's Agent will not be responsible for managing the property

- during the Tenancy, the tenant/s agree to Murrays/Landlord's Agent providing the landlord with the tenants' full contact details, including E-Mail addresses and mobile phone numbers. This information will be provided only on inception of the Tenancy.
14. The tenant is responsible for informing the relevant Authorities and for the payment of bills generated for the supply and consumption of any services such as Gas, Electricity, Telephone, Water etc. The tenant will not do anything that may cause the disconnection of any of these supplies.
  15. Before commencing a tenancy, prospective tenants must be aware that it is important that they contact the relevant utility company's i.e; gas and electricity, to ensure that such facilities are available from the commencement date of the tenancy and that the tenants will be the new account holders.
  16. If at any time during the tenancy, the tenants change the property telephone number, security alarm code, entrance locks or any utility provider, they must immediately inform Murrays/Landlord's Agent of the changes and if applicable, provide a new entrance key. Should the tenants wish to change any of the utilities from a standard meter to a key meter, they must obtain Murray/Landlord's Agents' permission **BEFORE** proceeding.
  17. It is the tenant/s responsibility to ensure that sanitary and waste disposal equipment is used correctly and that no unsuitable materials are flushed away. This includes nappies, baby wipes, wet wipes, sanitary towels/tampons and anything else which might cause a blockage. Should it be necessary for Murrays/Landlord's Agent to arrange a callout by a plumber or other contractor as a result of misuse by the tenant/s, then the tenant/s will be liable for any cost.
  18. It is the tenant/s obligation on vacating a property to arrange for their post to be forwarded to their new address/s, and for informing all the relevant utility companies of their new address/es. Murrays/Landlord's Agent cannot be held responsible for any loss of any important information, nor are we liable for any outstanding utility bill or council tax on the said property and we will inform the relevant utility companies and council authorities on request of any forwarding address/s or previous address/s.
  19. All issues relating to Council tax are the tenants responsibility, including managing for adequate disposal of rubbish through council services, whether collection through a bin service or by special arrangement. Any disposal by Murrays/Landlord's Agent will be charged to the tenant, whether on an ending of a tenancy or during.
  20. If one named tenant vacates and a new tenant is needed, a cost for a new Tenancy Agreement and reference **£50.00**.
  21. If the situation arises that the tenant vacates the property prior to the end of the fixed-term, the tenant shall be responsible for the rent until the expiration of the term, or the date on which a new Tenancy commences, and whichever is sooner. The vacating tenant will also be liable for the landlords incurred costs for referencing and agency fees. This break in the tenancy is subject to mutual agreement by both parties.
  22. The tenant shall not assign, underlet, sublet or part with possession of the whole or any part of the Property without the permission of the Landlord. Failure to abide with this condition will mean a breach of your tenancy contract and immediate repossession through the courts. We will not allow subletting, bed and breakfast or Airbnb

### **Tenancy application requirements.**

- **Income needed:**

We will arrange a rent guarantee insurance policy for our client through Homelet property referencing whose criteria for acceptance you need to meet. Homelet calculate the income required to service a rental tenancy at 30 times the rent per annum

combined (Gross). As an example of this, if there are two applicants for a £1000.00 per month rental property, then their combined income needs to be £30,000.00 per annum gross (before tax) or greater. If one of the applicants is self employed they need to provide us either with one year's accounts or a copy of their last year's tax return. We will **not** proceed with an application if your income is lower than the minimum required, if you are unable to provide us with one year's accounts (if self employed), or if your employment is on a zero hours contract or if your contractual period (probationary) ends during the term of your lease. If we cannot provide a rent guarantee policy to our client we will not commence with a tenancy application, and we do not accept personal guarantors or any period of rent offered as an advanced payment.

### **Credit report:**

We will **not** proceed with an application if you have unsatisfied county court judgments' /bankruptcies or an Individual Voluntary Arrangement ( IVA). Failure to disclose any of these on your application will be deemed as deceitful and your application will be unsuccessful and your holding deposit retained. It is your responsibility to check your credit s prior to the application, ignorance of any adverse credit history will be not be acceptable. We strongly recommend that you carry out your own credit check; you have a legal right to access your credit report for free from any credit reference agency but not your credit score.

### **Proof of Residence**

- We require proof of residency prior to an application being submitted this can take the form of a Household utility bill (eg; gas, electric, water or fixed line telephone but **not** a mobile phone bill). It must be no more than three months old and show your name and current address
- Utility bill from an EEA-based utility provider (less than 3 months old)
- Current UK driving license (but only if not used for the name evidence)
- Old style driving license. Provisional licenses are not acceptable as proof of address
- Bank, building society or credit card statement. It must be no more than three months old and show your name and current address
- Statement from an EEA-based bank (less than 3 months old)
- Local authority tax bill (e.g. council tax) valid for the current year
- Local authority rent book
- Original mortgage statement from a recognized lender issued for the last full year
- Solicitor's letter confirming recent house purchase or land registry confirmation (in this case, proof of previous address will also be needed)
- HM Revenue & Customs (Inland Revenue) tax document e.g. tax assessment, statement of account, notice of coding. It must contain your full name and current address. P45s and P60s are not acceptable
- Original notification letter from the relevant benefits agency confirming the right to benefits or state pension
- Northern Ireland Voter's Card showing your current address
- Electoral Register entry

Failure to provide proof of residency will invalidate your application.

## Right to rent

The Right to rent scheme requires landlords to check that all tenants who occupy their properties have legal status to live in the UK. This means that before you can **rent** a home in England, a landlord or letting agent must undertake passport and immigration checks prior to letting out the property, therefore we will need to see original and genuine documentation which proves that you have a right to live in the UK and check the document's validity in the presence of the holder. This means a valid up to date passport, and any work or residency permits. Failure to provide these will invalidate any application.

Please complete and amend where appropriate the following:

Property Address;

Applicants name 1.

Email address 1.

Applicants name 2.

Email address 2.

Income: £ pa

£ pa

Q; Does your combined income equal or exceed (30 x rent) 30 times the rent. (Y/N)

Q; Is your employment permanent: (Yes/No);  
(If no please provide details below)

Q; Do you have a contract of employment (Yes/No);

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Q; Are you currently in a probationary employment period: (Yes/No);

Q; If self employed how long have you been Trading months

Q; How many people would be living at the property;

**Please be aware that unless otherwise informed we will not allow tenancies of over two (2) people unless they are all from the same family (this includes children). A tenancy of Five (5) or more unrelated people constitutes a house of multiple occupation and would require special licensing. For certain areas of Bristol this now applies to three (3) or more unrelated people (2 or more families), and would also require special licensing. An un-agreed HMO would invalidate your lease.**

Q; Do You have any pets; (Yes/No)

(If yes please provide us details);

Q; Do you have any county court judgement, Individual Voluntary Arrangement or have you been declared bankrupt (Yes/No)

(If yes please provide us details)

Please confirm your nationality Applicant 1:

Applicant 2:

Do you have a British passport (Yes/No)

Do you have a right to stay in the UK. (Yes/No)

If No please confirm what visa/work permits you currently hold from the home office (if any) and there expiry date/s. We will that you provide with the original documents and will need to take copies for our records to enable you to proceed with this application

**Once you have read and understood please sign below to show your agreement with the terms and conditions stated above. Any misleading or deliberate false submission will invalidate your application**

Name (tenant 1)

Signed

Dated

Name (tenant 2)

Signed

Dated