

## APPLICANT/TENANT GUIDANCE NOTES (1/06/19) v2

### PERMITTED FEES

Our terms are fully compliant with the Tenant Fee Ban Act 2019: we charge no admin fees in regards to the application for or granting of an assured shorthold tenancy. Permitted payments during a tenancy: Variation of Tenancy Agreement £48.00 inclusive of vat, Supply of copy keys/security devices/locks - charge will be at evidenced cost, no admin charges applicable, Late payment of rent charge – see below \*\*. Any early termination fees may be agreed and approved, subject to reasonable cost, and evidenced.

### FURNISHED & UNFURNISHED ACCOMMODATION TO LET:

Thank you for your interest in our properties for let. All rental figures quoted are per calendar month, and are exclusive of water rates, Council Tax, electricity, gas, oil, telephone and all other services (unless otherwise stated). If you wish to view a property, please contact us on (01858) 434 838 or (01455) 558829 to arrange an appointment. Please note: Sometimes it may need a reasonable notice to view if the property is still occupied by a current tenant or the Landlord.

### AFTER YOU HAVE VIEWED THE PROPERTY:

If you wish to apply for a particular property complete the application form and return it to our Market Harborough office together with a form of ID (Passport/Photo Driving Licence) for the “right to rent” check, as required by law. Also supply a proof of residency (utility bill in your name and current address no older than 4 months). Any extra applicant or any permitted occupiers over 18, will also need to complete the ID check. This check MUST be done in person AT OUR OFFICE, so the document can be copied

**N.B. The property you wish to apply for WILL NOT be withdrawn from our advertised list until this application form is received and your application has been approved. When approved a tenancy commencement date will be agreed . We do not offer a “holding” deposit facility, which by law cannot be more than one weeks rent. (TFA 2019).**

### REFERENCES

**Satisfactory References must be provided prior to the tenancy commencing:-** referencing is done by an independent Company (LetsXL) for us, using the application form. Note: your gross monthly salary must be at least x2.5 rental figure. Proof is required of: Employment history for last 6 months, (if Self Employed - 3 years accounts will be required) and details of residence history covering a minimum of three years. A Standard Credit Search will be done - any County Court judgments or bankruptcy and IVA details will be found. Please discuss any issues prior to application – because if one if found and you marked “No” on the form this will mean automatic rejection. Students or unemployed can apply and a guarantor may be required, and also evidence of means to pay the rent : ie universal credit, housing benefit, personal means, grants will have to be provided. A guarantor must have a clean credit history and be earning 3x the monthly rent, per month. Addresses given should be your main ones not temporary.

### DEPOSIT

A deposit, equivalent to five weeks rent, will be payable to ‘Charles Kimbell’ at least ten days before the agreed tenancy start date, by bank transfer or debit card.

We must be informed if the deposit is to be paid by a third party and their full details given to us, for deposit compliance purposes.

We **CANNOT** accept cash or cheques or credit cards. The deposit is returnable at the end of the Tenancy, subject to the Tenancy Agreement terms and conditions.

The deposit will be held throughout the tenancy by The Deposit Protection Service in their custodial system (the money is transferred to them, not held by us) and is a government run scheme regulated by the Housing Act 2004. Full details of this scheme will be given at the commencement of the tenancy.

In the event of withdrawal of the property by the Landlord, refund of the deposit will be made in full. This company cannot be held liable for a Landlord withdrawing a property and no compensation will be payable.

### PAYMENT TERMS AND TENANCY DETAILS

Rental payments are always payable in advance. The first month's rent is payable four working days prior to the commencement date of the tenancy, to ensure cleared funds, and can be made by fast pay bank transfer, a bank draft or by debit card. Payments by cheque, cash or credit card are not acceptable. Our properties are normally let on Assured Shorthold Tenancies for a minimum period of twelve months, with a six month break clause. Please ask for a draft copy of the Tenancy Agreement and read the Tenancy Agreement **carefully**. We advise you take it to a Solicitor or advisor for approval. All our properties are non-smoking, non-vaping and some may allow pets, subject to negotiation. The agreement must be signed and witnessed prior to commencement, by the named tenant.

### BEFORE MOVING IN you must:

1. Register for your television licence and telephone landline if required. We inform the main utility companies of your tenancy after commencement and supply the meter readings

2. On the day your tenancy commences you will be required to check and sign an inventory of the contents and condition of the property. This will take place at the property and may take up to 2 hours, so please allow time for this.

At the end of the tenancy the signed inventory will be checked and you will be held liable for any discrepancies which may exist -see also notes below.

### CARE OF THE PROPERTY DURING TENANCY

The property should be cleaned, ideally weekly, and properly aired to avoid condensation. Windows should be regularly cleaned and gardens maintained as per the time of year. Carpets and all fixtures and fittings should be cleaned at the end of the tenancy so the property is returned at vacation in the same condition as the start, allowing for fair wear and tear. Make good any inventory discrepancies prior to the inventory check-out. Any repairs or replacements may be purchased and charged from the deposit, or if necessary through a small claims court.

At the end of your tenancy everything must be left clean and tidy, and in good order. (A fridge/freezer should be defrosted, cleaned, door left open and turned off).

### RENTAL PAYMENTS

**Should always be paid promptly on the day specified in the Tenancy Agreement by standing order, we will supply a form for completion.**

We reserve the right to refuse cheques or cash. We cannot accept a credit card, however we can take payment by debit card.

\*\*Bank charges of 3% over the prevailing B of E base rate may be charged for late rent payments, 14 days after due date, charged from day one after the due date

### REPAIRS – PLEASE ALWAYS EMAIL IN THE FIRST INSTANCE ANY PROBLEMS OR ISSUES

Please advise our office (or the Landlord) of any structural or maintenance problems which may arise. Do not undertake to repair yourself or pay any bills for such work unless otherwise discussed and agreed. Repairs resulting from actions by a tenant (or someone connected to; family, or any acquaintance) is a breach of the tenancy agreement and will be treated accordingly. Maintenance of some of the property appliances will be the responsibility of the Landlord (unless otherwise stated on the inventory – please check) and faults should be reported to either ourselves or the Landlord. If for some reason a bill for repair is settled by the tenant having agreed to do so with the Landlord(s), on their behalf, then a receipt or invoice should be requested and forwarded to this office, to ensure reimbursement.

### AT THE END OF THE TENANCY:

Please see our website for our vacation notes [www.charleskimbell.co.uk/docs/Tenant\\_vacating\\_checklist.pdf](http://www.charleskimbell.co.uk/docs/Tenant_vacating_checklist.pdf)

**However the essentials are: return keys when due (rent liability continues until returned), meter readings will be taken when property is checked over and photos taken of condition. Property to be left clean and gardens left in a condition applicable to the time of year.**