

APPLICANT APPLICATION FORMS FOR
RESIDENTIAL TENANCY

Tenant Fees:

Referencing Fee (per tenant): £60.00

Guarantor Referencing Fee (per guarantor): £60.00

AST Contract Fee: £125.00

Inventory Fee (if applicable): From £120.00

All of the above fees are inclusive of VAT

RENTING A PROPERTY WITH CLARKE & CRITTENDEN

The information given here is designed to provide some background to the terms and conditions of renting accommodation through Clarke & Crittenden and to offer other useful information. It is not intended to be a substitute for other professional advice or to replace the personal service we extend to all our applicants.

It is important to note that unless specific requests are made and agreed between the Landlord and Tenant prior to the agreement of terms, a property is let "as seen". This applies to decoration and those items that are noted on the inventory. If you wish to ensure that specific items are included, e.g. TV, extra furniture and anything else you expect to be provided, you are advised to request this when putting forward your offer.

Holding Deposit

Once you have decided on a property and your offer is accepted, subject to contract, by the Landlord, you will normally be asked to pay a holding deposit equivalent to one weeks rent. At this stage we will cease to market the property whilst references are taken and the arrangements for the commencement of the tenancy are undertaken.

If the Landlord decides not to proceed you will have your money refunded to you in full.

Should you withdraw from the proposed tenancy prior to entering into the Tenancy Agreement, or the Landlord is forced to withdraw as a result of references which are not forthcoming, or which could not reasonably be considered as satisfactory, or of any fraudulent information provided, you will be liable for any reasonable costs incurred by the Landlord and/or Clarke & Crittenden, which will be deducted from the holding fee.

References

Before a tenancy can be granted, we must take up references on each Tenant. This is undertaken by writing to, your bank, your employer and your previous landlord.

Guarantor

In some instances it may be necessary to provide a Guarantor, on whom references will also be taken. References must be provided within 48 hours of receipt of holding deposit. A Guarantor is someone who is prepared to undertake responsibility for the full amount of the rent should the Tenants be unable to do so at any time during the Tenancy. He / she will be required to co-sign the Tenancy Agreement and allow references to be taken.

Please note that where the Tenants are "sharers" who have joint and several responsibilities under the terms of the Tenancy Agreement the Guarantor cannot restrict his responsibility to a share of the rent.

The Tenancy

The minimum term is six months. Once the tenancy has commenced you have security of tenure for the fixed period, provided you are not in breach of the terms of the Tenancy Agreement. At the expiry of a fixed term tenancy the Landlord can take possession of his property (in the case of an Assured Shorthold Tenancy he is required to serve two months notice of his intention to do so) unless it is agreed between you to renew the tenancy.

The Tenancy Agreement must be signed by all Tenants and any Guarantor prior to occupation. It is extremely important that you read your Tenancy Agreement, and should you have any questions relating to it, that you ask these prior to signing it.

Referencing Fee

We charge a £60 (inclusive of VAT) fee to cover the cost of the credit reference search. This is completed by a third party reference company and normally takes 48 hours to complete.

Contract Fee

Preparation of the Tenancy Agreement is charged at £125 inclusive of VAT.

Rent

Unless otherwise stated, the rent is exclusive of telephone, water, gas, electricity and council tax. The normal method of payment is by calendar monthly instalments in advance by standing order. The first payment is due in cleared funds before the commencement date of the tenancy.

Tenants should note that rent will only be accepted from those persons named on the tenancy Agreement. Rents are due on the date shown on the agreement and rent demands are not sent. Please note that interest maybe charged on late payment of rent.

Deposit

An amount usually equivalent to six weeks of the agreed rent is required as security against damage and dilapidations, and this is also payable on or before the commencement date of the tenancy in the form of cleared funds. Please note that at no time can

these monies be used in payment for rent. Your deposit will be lodged with a deposit protection scheme, which you will be advised of at the commencement of your tenancy.

Inventory

Prior to taking possession of the property an inventory of the condition of the property, its contents and their condition maybe taken (usually by an independent inventory clerk). If requested, you will be asked to sign a declaration to confirm the contents and their condition at the start of your tenancy. You will then be given the keys and allowed occupation of the property.

At the end of the tenancy the same process is repeated and any dilapidations / damage will be noted.

The Landlord bears the cost of the making of the inventory and the checking in. The Tenant pays for the checking out. This cost varies depending on the size of the property and the extent of furniture and furnishings included, but usually is in the region of £120 + VAT, per visit.

Professional Cleaning

Most properties are professionally cleaned prior to occupation by any Tenant. You will be responsible for paying for professional cleaning at the end of your tenancy.

Behaviour

During the tenancy you will be expected to act in a 'Tenant-like' manner. This means not abusing the property or infringing upon the peaceful enjoyment of the neighbourhood, your fellow tenants and other residents in the building. This is referred to in the Tenancy Agreement. Failure to comply with the Tenancy Agreement may result in legal action being taken.

Services and Council Tax

You must inform the relevant utility companies (gas, electricity and water suppliers) that you have moved into the property and provide them with the opening meter readings and / or date your tenancy commenced. Some utility providers may require a deposit if you have not previously had a supply in the UK in your name.

Please note that the Tenant is responsible for paying the licence fee in respect of the use of any television set in the property during the tenancy. You will be responsible to contact the local Council Tax office and notify them of the change of occupier at the commencement and termination of the tenancy.

Guests Staying

Whilst it is expected that Tenants may wish to have occasional guests to stay, please be aware that this could constitute a breach of your Tenancy Agreement. Long term or multiple guests staying in the property may result in immediate termination of the lease.

Your Responsibilities

During your tenancy you are responsible for the upkeep and maintenance of the property. This includes:

- Replacing broken glass (if broken by you or any invitee of yours)
- Changing fuses, light bulbs, and tap washers
- Repairing any damage to appliances caused by misuse
- Keeping drains and guttering free of obstructions (caused by you or any invitee or yours)
- Keeping the property sufficiently ventilated to ensure condensation does not build up in problem areas
- Forwarding any of the Landlord's mail to his Agent
- Maintaining the garden in accordance with the terms of the Tenancy Agreement
- Ensuring that windows and doors are always securely locked when the property is unattended and any burglar alarm is set
- Taking the necessary steps to prevent freezing of the water and heating systems, particularly if you are absent from the property during the winter months by keeping the heating on a timer to come on twice a day for example.
- Paying of any bills incurred from calling out contractors not approved by the Landlord or his Agent - other than in cases of emergencies where you have been unable to contact the Landlord or his Agent.
- Reporting to the Landlord or his Managing Agent any problems that may arise so remedial action can be taken quickly to minimise the damage
- In leasehold properties (mainly flats and maisonettes) the Tenant is bound to the rules and regulations of the Head Lease or any Resident Association.
- Please note that any damage to the property or the Landlord's belongings will be your liability.

Pets

Animals are not normally allowed in rented accommodation. If you wish to keep a pet, you must advise us as special permission must be sought. However, this may not be granted or if permission is granted, you may be required to provide an additional deposit as security against any related damage to the property and may be asked to pay a non-refundable flea deposit.