

Information for New Tenants and Standard Terms and Conditions of Letting through Whitlock & Heaps



The information provided on this application form must be a correct and true
representation of your current situation

Please read this document fully

STANDARD TERMS AND INFORMATION FOR TENANTS

These terms and conditions apply to your application to rent a property through Whitlock & Heaps

HOLDING DEPOSIT

A Holding deposit is required to reserve a property and is the equivalent of one week's rent. This completed form is required to be submitted on the same day as the Holding deposit is paid (or prior) to reserve a property, subject to provisional acceptance from the landlord. See the section at the end of this form for payment and conditions.

SIGNING CONTRACTS

The letting contract or agreement must be signed by all tenants and, until this has taken place, no contractual agreement, offer or obligation is deemed to exist in the presence of the agent.

REFERENCES

All tenants will be expected to provide references which are satisfactory to the landlord before any Tenancy Agreement can be created, these references will be carried out by a third-party Referencing Company called Tenref.

GUARANTORS

A guarantor will be required for an individual tenant who is unable to provide satisfactory references. The guarantor is usually a member of the individual's family who is of sufficient means to provide a suitable reference, they must be UK homeowner and be in full time employment. This person will be required to sign a legally binding document, which would make him/her liable for the rent for the term of occupancy if the tenant defaults on their obligations.

MOVING IN

It is your (the tenants) responsibility to inform the utility providers of you moving in along with meter readings which will be taken at the time of your check-in (Gas, Electric, Water and Council Tax). You should also contact British Telecom (or any other telecoms operator if applicable) for connection of your telephone/broadband services. *Whitlock & Heaps* cannot accept responsibility for any costs incurred with connection of supplies.

You should check carefully the condition of the property and its contents when you move in with respect to the inventory. The inventory is an important record which is used to assess any damage or dilapidations during the tenancy - which may lead to deductions from the deposit being made at the end of the tenancy. If you find anything that is not in good order, then we ask you to report it to us within SEVEN days of moving-in so that the problem can be put right or marked on the inventory. The property is let as seen at the time of viewing; and requests for extra furniture, appliances or redecoration will not normally be considered after the tenancy has been entered into.

DATA PROTECTION

In processing your tenancy application, we shall be required to process and store personal information on your behalf and liaise with credit referencing agencies and your landlord. We shall make every effort to keep such information safe and secure. Once you have moved into the property, it may occasionally be necessary to share contact information with trusted contractors (for example to arrange access for maintenance work), utility companies and other related parties. We do not divulge or pass on your details to any third party organisations for marketing purposes.

Where there are rent arrears or other charges remaining at the end of the tenancy, we reserve the right to pass on your details to a tracing agent or debt collection company to help recover the money owed. Leaving unpaid rent and other bills at the end of your tenancy may affect your credit rating, and your ability to obtain a new tenancy, or other credit facilities.

METHOD OF PAYMENT

By the date of occupation, the balance (one month's rent and 5 weeks rent as a deposit) is to be paid directly into our bank using the bank details provided. No occupancy will be allowed prior to cleared funds being received.

When the landlord has instructed *Whitlock & Heaps* as agent to collect the rent each month, you will be required to set up a standing order facility for the total amount of monthly rent for that property with your bank directly before the occupation date. *Whitlock & Heaps* regret that we do not accept personal cheques or cash in payment for rent.

TENANCY DEPOSIT

A tenant deposit is held by *Whitlock & Heaps*. This deposit is protected by the Tenancy Deposit Scheme. Details of the scheme are attached to the Tenancy Agreement. The tenancy deposit is usually equivalent to five weeks rent and is returnable at the expiration of the tenancy, subject to a final inspection and full inventory check. If any necessary cleaning, repairs or replacements are required following the tenancy, then the deposit would be refunded, less any remedial costs.

FROST DAMAGE

Frost damage is a risk to all houses left empty during the winter period due to possible pipe bursts and flooding. You are required to take reasonable precautions to prevent frost damage if you are away from the property for anything other than a very short period. Such precautions might include leaving the heating on (and turned down to a low setting). If you are away for a more extended period, then you should contact *Whitlock and Heaps* or the landlord regarding more permanent arrangements such as turning off the mains water supply or draining down the heating

system. Failure to carry out these precautions could make you liable for any damage caused as you will be in breach of your obligation to occupy the property in a 'tenant-like' manner.

INSURANCE

As tenant(s), you will be responsible for the safe-keeping of the property and its contents and unless otherwise advised, you will be responsible for insuring the contents of the property and the safekeeping of your own valuables and effects.

REPAIRS

Tenants are requested to bring any disrepair, damage or defect in the premises to the attention of the agent/Landlord as soon as possible.

SMOKE DETECTORS

You will find that smoke detectors (and CO where an open fire is present) safety devices have been fitted in your property. Please ensure that you check all such devices on moving into the property and familiarise yourself with their operation (most smoke detectors have a test button to check batteries and the unit are operating correctly) and report any problems to your agent. Thereafter, you should check the devices at regular intervals, and you will be responsible for replacement of any batteries that they may require. We advise battery replacement once a year.

AERIALS/SKY

The tenant is responsible for the repair and maintenance of any satellite dishes, internet connections or similar installations for use at the property. You are also reminded that a television licence is required in order to use a television at the property and the tenant would be responsible for this cost.

DAMP AND CONDENSATION

Damp can be a problem in properties where the property is not adequately ventilated. You should ensure that any extractor fans are left connected, switched on and are properly used. It is also important to open windows as necessary to encourage an adequate flow of fresh air through the property after bathing or showering in order to allow damp air a chance to escape. The hanging of washing and wet clothes will also create large amounts of damp air and again, it will be important to provide adequate ventilation in such circumstances.

The presence of mould or dark spots or stains, especially in bathrooms and other wet areas, is a common sign of inadequate ventilation, and it is important to prevent further spread at an early stage before severe and irreversible staining takes place. Mould and similar stains should be removed by wiping the affected areas with a fungicide or mild bleach in accordance with the manufacturer's instructions but do test on a small area first. If the problem persists, then you should inform us.

GAS APPLIANCES

Gas Safety regulations apply to both landlords and tenants in rented property. In order to comply with the regulations, it is necessary:

- that brown or sooty build-up on any gas appliance, or gas escape should be reported immediately to your letting agent.
- that ventilators installed in the premises for the correct operation of the gas appliance should not be blocked.
- that safety checks be carried out every 12 months on any gas appliance in the property by a 'Gas Safe Register' approved engineer. The tenant is required to allow entry with reasonable notice for this purpose. A copy of the gas safety record will be made available to tenants. A charge may be made for missed appointments.

ELECTRICAL APPLIANCES

For safety reasons, tenants are requested to visually inspect all electrical appliances on a regular basis. In use, cables and flexes can become frayed and casings broken. You should contact *Whitlock and Heaps* as soon as possible should any defect be discovered or repair become necessary. Where electrical appliances are used outdoors (e.g. electrical lawnmowers etc.) they should only be used when connected to an RCD (Residual Current Device) protected mains supply. RCD units are available from most hardware stores and should be checked before use.

The tenant is responsible for keeping all electric lights in good working order and in particular to replace all fuses, bulbs, or fluorescent tubes, as and when necessary.

INSPECTIONS

If *Whitlock and Heaps* is managing the property, then periodic inspections will be carried out. You will of course be informed (normally 1 week in advance) prior to these inspections.

At the end of the Tenancy, the Tenant will be required to attend a check-out process which will be arranged by the Agent. The check-out process will comprise a full inspection of the Property and Contents and any items missing, damaged or otherwise in a different state to their condition at the start of the tenancy will be recorded. If the Tenant cannot attend the check-out, then the Tenant may prejudice his opportunity to dispute or explain any deficiencies or defects discovered at checkout.

Holding deposit

The Holding deposit is £200. This figure will be subtracted from the initial first month's rent.

The property will only be removed from the market once both this form and the Holding deposit has been received and the offer provisionally (subject to satisfactory references for all prospective tenants) accepted by the landlord. All tenants will have 7 days to submit the required information to complete the references.

The Holding deposit will be forfeit and the landlord's agreement to accept will expire if:

- The tenant or tenants pull out of renting the property.

- The tenant fails the Right to Rent checks.

- The tenant/s provide false or misleading statements particularly regarding their income / credit history.

- The tenant/s fails to give the required information for referencing within 7 days of submitting this form.