

INFORMATION FOR TENANTS

PROPERTY ADDRESS: _____

Once you have decided on a property and have agreed with us the rental and the date you wish to move in, the following will apply:-

Fee of Intent

We will require an amount **equal to one week's rent** as a fee of intent before we can begin the referencing process.

If the Tenancy proceeds, **then the fee of intent will be used towards the initial deposit or rental payment.**

This should be paid to us by *cash or bankers draft or bank transfer to our bank*. If you do pay by cheque, we cannot begin the referencing process until the cheque has cleared. If the applicant chooses not to proceed or fails to provide complete and accurate information in the application, the fee of intent will be forfeited and will not be refundable.

In the event that the applicant (including Joint applicant and/or guarantor) fails to provide sufficient information for satisfactory references to be completed (including guarantor references) within the timescale of 10 days from the date of this agreement, for any reason, or where the applicant(s) (including Joint applicant and/or guarantor) fail right to rent checks, or where the applicant(s) (including Joint applicant and/or guarantor) provide false or misleading information, or where the tenant doesn't take all reasonable steps to enter the tenancy the total of the applicant's fee of intent, will be forfeited and will not be refundable.

The landlord is reasonably entitled to take into account the difference between the information provided by the applicant(s) (including Joint applicant and/or guarantor) and the correct information in deciding whether to grant a tenancy to the tenant and the landlord is reasonably entitled to take the applicant(s) (including Joint applicant and/or guarantor) action in providing false or misleading information into account in deciding whether to grant such a tenancy. Where the Landlord decided not to grant the Tenancy under the above circumstances, the fee of intent will be forfeited and will not be refundable.

An example of false or misleading information would be the applicant's (including Joint applicant and/or guarantor) income declaration was significantly too high, the applicant has provided information which is clearly inaccurate about their income or employment, the applicant (including Joint applicant and/or guarantor) fails to disclose (when directly asked) any relevant information which later comes to the landlord or The Landlord's agent's attention, or the attention of any referencing agency used, such as valid County Court Judgements (CCJ), where an applicant omits to declare a previous address – and the omission has a bearing on their credit worthiness or other assessment of suitability.

If the applicant (including Joint applicant and/or guarantor) provides false or misleading information unknowingly, the fee of intent will be forfeited if it materially affects the decision to grant the tenancy.

If the Tenancy does go ahead, and the applicant(s) are entitled to a refund, the fee of intent will be returned within 7 days of agreement, unless it is converted into part payment of the actual deposit or used towards the initial rent payment.

In circumstances where the fee of intent is forfeited, an explanation will be given in writing within 7 days

Personal documents required

We will require to see the passport* for each person, and take a copy. We will also need to see a utility bill for each person dated in the last 3 months, e.g. gas, electricity, telephone bill or council tax bill, as proof of your existing residency, and take a copy. We will also require to see and take a copy of the last 3 month's bank statements for each prospective tenant. *Please note that if you are not a UK or EU national, then we will also require to see a VISA or proof of your right to reside / work in the UK.

Referencing

You will be given a referencing application form to fill out for each person moving in aged 18 or over. If you require a guarantor then we will require the same information for your guarantor *.

Please note that we use a tenant referencing company to carry out the references. They will contact your employer (or accountant if self-employed), and also your current or previous landlord if applicable, for references. Your employer or accountant will be required to provide written confirmation of your income. Either Bellgrange Estates Ltd or their referencing company who will contact your employer or accountant for verification.

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In order to pass the referencing, the applicant/s must earn sufficient to cover the rent, using an "income-to-rent ratio". This means that **you have to earn (jointly if more than one tenant working) 2.5 x the annual rent**; or if you using a *guarantor or guarantors, **the guarantor or guarantors must earn at least 3 x the annual rent**. For example, if the annual rent is £12,000, then you must earn at least £30,000, or the guarantor or guarantors must earn at least £36,000 singularly or jointly. The income used will be as confirmed by your/their employer or accountant. For self-employed people, the income is calculated as the average of the last 3 years drawings or income, as confirmed by your/their accountant. If you do not think that your/their employer or accountant will be able to confirm a sufficient amount of income, you may not be able to proceed with the tenancy, as each tenant must pass the referencing.

Note: if your income is less than the guidelines above, please check with Bellgrange Estates as you may be able to pass with a lower income under certain circumstances.

***Guarantor:** You will need a guarantor if you earn less than 2.5 x the annual rent, as explained above. You may also need a guarantor if you have a poor credit history, or CCJs, etc. The requirement for a guarantor may not apply if you are paying the rent up front for the whole tenancy term. We will tell you if you need a guarantor. A Council Tenant cannot be a guarantor. A guarantor must be based in the UK. You can also only have 1 guarantor per individual tenant (e.g. If you have 2 tenants taking occupation, you can have 2 guarantors, but if only 1 tenant is taking occupation, you can only have 1 guarantor).

Please Note: If the rent is paid upfront for the whole tenancy we may not need the usual employment references and/or credit checks, but we would need to check proof of adequate funds. Additional references may be required subject to status.

By signing this document, you authorise Bellgrange Estates Ltd to share your personal information with the relevant reference agencies, Bellgrange Estates' staff members, switching service companies and the Landlord of the property you are applying to rent. By signing this document, you also agree that the information obtained can be retained, stored and used by Bellgrange Estates Ltd in accordance with the Data Protection Act.

Landlord / Agency References

If your Landlord or previous agent makes a charge for a reference, this charge will be passed onto you. We make a charge of £55 + VAT for agent references, should your new Landlord or agent require a reference.

Day of signing Tenancy Agreement

This is usually the moving in day. No later than the day you sign the Tenancy Agreement (a copy of a sample Tenancy Agreement is available upon request at anytime, even before the fee of intent is paid) we will require the full deposit (equivalent of 5 weeks rent where the annual rent is below £50,000, the equivalent to 6 weeks rent, where the annual rent is £50,000 or over), less the amount you have paid as a fee of intent, and the first month rent. This should be paid to us by *cash or bankers draft or bank transfer into our bank*. If you do pay by cheque or bank transfer you will not be able to move in until the cheque or bank transfer has cleared.

If your tenancy agreement is an AST (Assured Shorthold Tenancy) the deposit will be held in a Tenancy Deposit Scheme and returned to you at the end of the tenancy, subject to the terms of the scheme.

The rent is usually paid to the landlord each month (or to Bellgrange Estates client account if we are managing your tenancy). The rent should be paid on the same date each month by standing order, which you must arrange with your bank. We will provide a standing order form.

On the day your tenancy commences, when all the monies due have been paid, and when the Tenancy Agreement has been signed, we will provide you with a copy of the tenancy agreement, the landlord's contact details (or Management contact details if the property is managed) and the keys to the property.

Please note: Tenancies cannot commence on weekend days.

Utilities

You should arrange for the council tax to be registered in your names (contact the local council tax office by phone or on-line), and register the utilities (gas, electric, telephone, water) in your name, from the date your tenancy commences.

Bellgrange Estates Ltd may employ an outside switching service company to act on our behalf to notify the local council, water supplier, and gas (if relevant) and electricity supplier that you have moved into the property, and set up accounts for you. We will provide them with the meter readings on the date you move in. The switching service company and the utility companies will contact you accordingly.

The switching service company compare the markets to give new tenants the best available choices for energy and media services, and they may contact you to discuss this with you. They do not charge for their services, and you will be under no obligation to use their services.

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Management of the Property

At the start of the tenancy (or during the Tenancy if it changes), we will advise you who is responsible for managing the Property. Where we are not managing the Property we cannot authorise any repairs or maintenance or guarantee the speed at which repairs will be carried out. Where we are managing the Property, we may have to obtain the Landlord's consent before proceeding with a repair.

Where we manage a Property and hold keys, the Tenant is to inform the Property Management Team if they want to be present when works take place. However, where we do not hold keys or the contractor is not willing to collect keys, it is your responsibility to provide access.

Change of Tenancy Agreement

Where a tenant requests a change to the tenancy agreement, the agent will charge the Tenant £50 for the work involved in amending the tenancy agreement or the amount of The Agent's reasonable costs if they are higher. Any costs higher than £50 will be justified with evidence (available on request) to demonstrate the reasonable additional costs (above £50) of carrying out the work. Examples of changes to a tenancy agreement could be (for example); a change of tenant, or additional tenant, a change of share, permission to keep pets in the property)

End of Tenancy - Check Out / Key Handover

This will normally be carried out in normal office hours, Monday to Friday. However, if the tenant (applicant) chooses to check-out on a Saturday, the Tenant will incur a charge of £75, but only where the tenant (applicant) has been given a reasonable alternative that does not require a fee (e.g. a check out during office hours, if this required).

Please note that you will not be able to move into the property until the referencing has been completed, the full amounts have been paid, and the Tenancy Agreement has been signed.

By signing this document, you authorise Bellgrange Estates to send you documents by email (*please delete if you do not agree to this*).

Once this agreement has been signed you will be legally bound by it.

Acceptance of Terms

By signing below, I agree to the above terms and accept that I have understood the above

Applicant Print Name _____

Applicant Signature: _____

Date: _____