

# HALL AND BENSON LETTINGS DIRECT



## GUIDANCE NOTES FOR TENANCIES

Lettings, Management & Sales

These notes should be read when considering an application for tenancy. They will apply in conjunction with a formal Assured Shorthold tenancy agreement.

**Application fees** (including VAT unless otherwise stated to include referencing and drawing up of agreements);

For each tenant (All occupants over 18) £120.00

International Referencing £180.00

(For applicants not able to provide at least 3 years proof of residency and 18 months of employment in the UK)

If a guarantor is required there is a further referencing fee (each) £80.00

If it is a company taking on the tenancy the application fee is £175.00

Please return the **appropriate fee** along with a **completed Guidance Notes, Application Form(s) and proof of current address and identification**. Under the Right To Rent Legislation (Immigration Act 2014) we are obliged to make suitable checks to ensure that the legislation is complied with. An external referencing agency will be utilised to undertake credit referencing and once application monies are paid they are not refundable. On receipt of an application and subject to successful referencing (unless specific alternative arrangements are agreed before referencing is undertaken) a tenant will need to move in within a maximum of 21 days from application receipt. If this is not possible or referencing is not suitable the Landlord reserves the right to remarket the property without refunding any application costs to the prospective tenant.

Please note in the event of more than one application for a property, the first application tendered will normally go ahead for referencing.

On moving into the property an administration charge including an inventory of £60.00 is payable.

On leaving the property a final inspection will be undertaken ideally with you (confirming the condition of the property and the ability or otherwise to return your bond) and references will be completed on request for which a completion fee of £60 will be payable.

It is a condition of your tenancy that you take out an insurance policy that provides cover for accidental damage to **the Landlords fixtures, fittings & possessions**. We would recommend that you also arrange cover for your own possessions. Hall and Benson can provide information on tenants policies and we can refer your details to HomeLet who will be more than happy to give you a quote for your security which includes accidental cover for landlord's fixtures, fittings & possessions. You are free to choose your own provider but you must provide written confirmation (Copy specific policy schedule) of appropriate insurance cover prior to moving into the property as this is a term within your tenancy agreement.

Prior to taking up a tenancy the first month's rent, and damages bond, normally one month's rent plus £100 (If a pet is permitted or there are other exceptional circumstances other amounts may be requested as a condition of tenancy). If the bond is being provided by another person we must have full details of that person(s), please provide this in writing at the time of application. **Monies are payable by cash** (directly to E7 Park Farm Allestree), **bank transfer** (Bank details available on request), **bankers draft or by Debit/Credit card** (please see additional information). **Without exception we must have cleared funds a minimum of 2 working days prior to you moving in including card payments.** During the tenancy the deposit will be held in a "Clients Account" at the Sir Frank Whittle Road, Derby branch of Barclays. On moving into your new home all Tenants and Guarantors will need to attend with proof of address & identification. If this is not possible please speak to the agents office as soon as possible.

Ongoing rent is to be paid by Standing Order and tenants should ensure that they have a suitable bank account available to make such payments. Standing orders are used so that the tenant and their bank maintain control over payment and responsibility for funds arriving in time for the monies on the due day.

Any redecoration may only be carried out if you have permission in writing from the landlord or the agent - such permission should be sought in writing **prior** to any work commencing.

Any repairs or problems with the property are to be notified to the Lettings Centre on 01332 555949 (option 2) immediately. No liability will be accepted by the landlord, or agents, for work, or contractors instructed by tenants (unless in emergency situations to prevent further damage to a property when the agent's office is closed).

Tenants are responsible for any contractors call out charges arising from contractors being unable to gain access because tenants have failed to meet arranged and agreed appointments or if no fault is found.

**Pets are not allowed without the written permission of the landlord or his agent.** Clarification should be sought prior to an application being made. If during a tenancy a request is made for a pet to be kept then this must be made in writing before a tenant commits to a pet. The request will be considered by the Landlord and the decision will be at their sole discretion with no responsibility upon the landlord to provide reasons for declining any such request. If permission is provided after the tenancy is commenced a £60 charge for the drawing up of the additional agreement will be payable by the tenant. Tenants should also be aware of the additional terms such an agreement will involve them committing to, including the provision of extra bond monies – a sample agreement may be viewed at the agents office.

The gardens are the tenants responsibility, and are to be maintained consistently during the tenancy. Garden layouts are not to be altered, shrubs or trees removed without prior written consent.

You must keep the property sufficiently aired and heated throughout the tenancy to avoid problems with condensation and/or mildew.

Within the last two months of your tenancy access will be required at reasonable hours for prospective tenants or purchasers to view with a minimum of one days notice.

### **Smoking is not permitted within a property you may rent due to the increased impact this results in for the maintenance of the property.**

It is our strict policy to levy administration charges on tenants (currently £30.00) for each contact we are required to make chasing late rent payment (in the case of un-honoured cheques by your bank £30.00 will be levied) except where prior agreement with the landlord via this office has been made (max £60.00 per week). Should monies be received in error from tenants and returned then an administration charge of £30 will be applied due to the costs relating to accounting and bank charges to return it.

You are committed to rent the property for the term stated in the tenancy agreement. If you wish to leave at the end of the term you are required to give at least **one months written notice** from the rent day (i.e. before the end of month 5 in a 6 month lease). If you fail to give written notice to end the initial fixed term and no new fixed term tenancy comes into being, then the tenant will have a statutory periodic tenancy by virtue of section 5 of the housing act 1988. Your **written** notice then changes to a minimum of one period of the tenancy. Should a renewal of your tenancy agreement be made for a further fixed period a contribution to the costs of £50.00 is payable.

During your tenancy inspections will be undertaken by the agents. There will always be notice provided to you of the day that we would intend to visit the property. It is not essential for you to be in attendance although if you are available then we would be pleased to see you at that time. Any areas noted to require remedial work by a tenant should be undertaken within the time scale notified. **If you would require a specific appointment for you to be in attendance then we do reserve the right to make an administration charge of £30.00 due to the additional logistics involved.**

Monies may be provided by suitable Debit/Credit cards to the agents on 01332 555949. Should a tenant wish to pay their first months rent and deposit monies by this method then they are required to **personally visit the Letting Centre, E7 Park Farm Centre, Allestree** to make payment by the “Chip and Pin” method and suitable photographic proof of identity will be required to be presented at that time. Please note that monies provided by card will take a minimum of two working days to clear into the agents accounts and that any credit card payment will attract a surcharge of 2.5% of the amount paid to contribute towards the extra costs experienced by the agents in accepting such payments. At present no additional charge will be made on accepting payment by Debit Card however we reserve the right to make charges or vary existing Credit Card charges in the future at the agents discretion and without further notice. Acceptance of monies by these methods is subject to the technical availability of card services at the time that payment is offered. No guarantee can be provided if due to reasons beyond the agents control this method of payment is not available.

On signing these notes an irrevocable authority is provided to the agents to deduct any monies from a bond held for charges incurred during the tenancy prior to any monies being returned.

If there are any concerns or complaints as to how any aspect of the application process or indeed any other aspect of our services then we will endeavour to respond as quickly as possible to settle the matter in line with our Complaints Procedure – Copies available on request.

**Please take a copy of these notes for your own ongoing information or ask the Hall and Benson office you deliver your application to for a photocopy.**

**All correspondence relating to any tenancy should be directed to:**

The Lettings Centre,  
Hall and Benson  
E7 Park Farm Centre,  
Allestree, Derby  
DE22 2QQ

Phone **01332 555949**  
E-mail [lettings@hallandbenson.co.uk](mailto:lettings@hallandbenson.co.uk)

**Please note notices are not accepted as received until the working day they are received at the above address and if in any doubt confirmation should be sought of safe arrival.**

**Although not required by law and not exhaustive, we have endeavoured to provide useful background information in an effort to help you as much as we can to understand some of the requirements in renting a property – Please be aware though that due to the legal contract you are applying to enter into, the associated responsibilities and obligations, we need to apply the requirements within these notes to safeguard both you and landlord.**

**We are conscious of the complexity of tenancy agreements and recommend that you should seek independent advice prior to committing to one if you are unsure about any aspect.**

## Utility and associated Services

We may use software supplied by Tenant Shop Limited to notify the local council, water supplier(s) and the energy provider(s) in line with your tenancy start date and again on the tenancy end/vacating date.

We will ask Tenant Shop to contact you on our behalf by Text, Phone and/or Email to offer you Energy, Insurance (if applicable) and Media comparisons for your new Tenancy.

Call Centre comparisons are completely optional for you (the tenant) and you can opt out at any time by emailing [customerservices@mytenantshop.co.uk](mailto:customerservices@mytenantshop.co.uk)

Tenant Shop Limited is fully compliant with the data protection act 1998 and a registered member of the Information Commissioners Office with registration number Z305733X and will only use your information for the purposes set out above.

## Right to Rent – Immigration Act 2014

In order to proceed with your application, we're required to obtain from you sensitive information, including but not limited to:

- Passport
- Visa
- Driving licence
- Utility bills
- Live photographs

Information obtained will be for the purpose of conducting residency checks in accordance with the Immigration Act 2014. Information provided to us will be sent to our selected third party for verification. No data will be sent outside of the EEA and any transmission of information will be done so through secure means at all times. For details on the third party used for this verification please contact us.

**I\WE HAVE READ AND UNDERSTOOD THESE NOTES AND ACCEPT THAT THE TERMS WILL APPLY IN CONJUNCTION WITH ANY TENANCY LEASE THAT I\WE MAY UNDERTAKE.**

**&**

**I/we consent to the collection, verification and retention of my sensitive information in accordance with the Immigration Act 2014 and the Data Protection Act 1998.**

I am happy for Tenant Shop to contact me as specified above.

**PROSPECTIVE TENANT(S)**

SIGNED..... CURRENT ADDRESS;

NAME.....

SIGNED..... CURRENT ADDRESS;

NAME.....

DATE.....

**Your Email Address** .....  
(to be used for primary correspondence)

Next of Kin name.....

Next of Kin Address.....

Next of Kin Phone number.....email.....

(To be used if required after termination of the tenancy for communication – please provide alternate details for this purpose if preferred)

Name of all others who are likely to be normally living in the property and ages

Name Age (if under 18)

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.....  
.....

If you have pets you would intend keeping please give details of type and age. Please note Landlords may choose not to accept Pets or may ask for special conditions to apply.

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**On application we will need to see Proof of Identity** original documents, (e.g. Passport, Identity Card) **AND Proof of Address** (e.g. Utility Bill, Bank statement (within last 3 months), Driving License, Letter of Confirmation from employer, Copy of current tenancy agreement, mortgage statement, current TV license etc.).

**Property Applied For;** .....

Any specific requests prior to taking a tenancy should be made in writing at the time of application

n.b. Costs shown are correct at this time but may be amended in the future.  
2016 Notes

<b>Office use only</b>	
Fees received	£.....Cash/Cheque/Card
Date	.....
Signed	.....

*Hall and Benson is the trading name of Hall and Benson Ltd, a company registered in England number 8730244. Registered office; 2 Lace Market Square, Nottingham, NG1 1PB*