

**TENANT FEE SCHEDULE** MAY 2019

**SUBJECT TO CONTRACT & REFERENCES**

Fee of intent *	Equivalent to 1 weeks rent	per tenancy
Deposit (for rent under £50,000 pa)	Equivalent to 5 weeks rent	per tenancy
Deposit (for rent over £50,000 pa)	Equivalent to 6 weeks rent	per tenancy
Unpaid rent	Interest at 3% above Bank of England Base Rate	per tenancy
Lost key(s) or other security devices	Actual replacement cost plus any extra costs incurred charged at £15 per hour (inc VAT)	per tenancy
Variation of contract (tenant's request)	£50 (inc VAT) or reasonable costs if higher	per tenant
Change of sharer (tenant's request)	£50 (inc VAT) or any reasonable costs if higher	per tenant
Early surrender of the Tenancy (tenant's request)	Costs incurred by the landlord (see landlord's fee schedule) & all rent until new tenant moves in.	per tenancy

**INFORMATION FOR PROSPECTIVE TENANTS**

**Making an offer** When you have found a property you would like to rent, we will put an offer forward to the Landlord. Please specify any requests or conditions with your offer as these will be included in the tenancy agreement if agreed by the Landlord. Please note the following:

**Rent** Rents are advertised weekly or monthly but usually payable monthly, quarterly, six monthly or yearly in advance. The rent does not usually include utilities ie gas, electricity, water, council tax, TV licence or internet connection charges.

**\*Fee of Intent** This is to reserve a property. Please note: This will be withheld if any relevant person (including any guarantor(s)) withdraw from the tenancy, fail a Right-to-Rent check, provide materially significant false or misleading information, or fail to sign their tenancy agreement (and/or Deed of Guarantee) within 15 calendar days (or other Deadline for Agreement as mutually agreed in writing).

**Offer agreed** Once our client has accepted your offer, Manningford Croft Maclaine will prepare the tenancy paperwork which includes:

**References** Manningford Croft Maclaine will apply for references on behalf of the Landlord using a credit referencing agency. Typically the referencing company will require you to have an income of 2.5 to 3 times the rent. A bank reference, employment reference and/or accountant/solicitor/personal reference will generally be obtained and forwarded to the Landlord for approval. Failure to disclose information on adverse credit history may result in application being declined.

**Guarantor** A Landlord may request a guarantor if he/she is not satisfied with the references supplied. The guarantor must be UK based and somebody who will guarantee payment of the rent and any other liabilities under the Tenancy. Typically the guarantor will need an income of at least 3 times the rent to pass. References will be taken on the guarantor as though they were renting the property.

**Deposit** During your Tenancy a security deposit will be held by the Deposit Protection Service (DPS). The deposit covers damages or defaults on the part of the tenant during the tenancy. The DPS is a government backed accredited protection scheme which aims to resolve deposit disputes quickly and efficiently. A certificate of the deposit registration will be sent to you by email within 30 days of the deposit monies being paid or the tenancy commencing. Please note interest is not payable on the deposit monies.

**Third party payment of a deposit** If a third party is paying the deposit monies on your behalf please could you advise us in writing as in accordance with the deposit protection legislation, we are required to provide them with documentation in relation to the protection of the deposit.

**Tenancy Agreement** Manningford Croft Maclaine will provide our standard tenancy agreement or our Landlord's own version including any special clauses. You will need to initial every page and sign where indicated. Please note that this is a legal agreement between you and the Landlord and we would recommend that independent legal advice should be taken.

**Initial invoice** This is an invoice detailing the initial monies due which include the first rental payment, the deposit and the tenancy agreement less the Fee of Intent payment. We are unable to release keys until all funds have been cleared.

**Payment of rent** Payment can be made by the following methods and must be cleared funds prior to the start of the Tenancy:

1. BACS transfer  
Allow 3 days for the funds to show in our account.
2. CHAPS transfer  
Transfer must be made by 12 noon prior to start date.
3. Personal Cheque  
Allow 7 days for the funds to show in our account.
4. Bankers Draft Equivalent to cleared funds

We DO NOT accept debit or credit cards.

**Identification** You will be required to provide us with two forms or identification, one showing a photograph i.e. full valid passport and one showing your current address dated within the last three months i.e. a utility bill or bank statement.

**Right to Rent** In accordance with the Immigration Act 2014, you will be asked to provide appropriate documents to demonstrate your Right to Rent in England. For further information please refer to the following link <https://www.gov.uk/check-tenant-right-to-rent-documents>

**Gas Safety Certificate** In accordance with the Gas Safety (Installation and Use) Regulations 1988, a gas Safe registered engineer will check all the gas appliances, installations, flues and pipe-work and will issue a certificate. This certificate is issued annually and a copy will be provided to you by your Landlord each year.

**Energy Performance of Buildings (Certificates and Inspections) (England and Wales) Regulations 2007** A prospective Tenant of a residential property must be provided with an Energy Performance Certificate (EPC) free of charge. EPC's must be provided by accredited energy inspectors and last for 10 years.

**Inventory/Schedule of Condition** An inventory details the contents and the condition of the property and you will receive a copy for your approval and retention. At the end of the tenancy a check out should be undertaken and any disputes about the deposit will be resolved by reference to the inventory check out.

**Keys** We will arrange a suitable time for you to call into the office to take possession of the keys. Where possible, a minimum of two sets of front door keys will be provided to you. This will be noted on the Inventory/Schedule of Condition. If you misplace any keys during your Tenancy, please contact the Landlord or Manningford Croft Maclaine immediately. You will be liable for actual cost of replacing any lost key(s) or other security devices. If the loss results in locks needing to be changed, the actual costs of a locksmith, new lock and replacement keys for the tenant, landlord or any other persons requiring keys will be charged to the tenant. If extra costs are incurred there will be a charge of £15 per hour (inc VAT) for the time taken replacing lost key(s) or other security devices.

**Utilities** Once you have moved to your chosen property you will be responsible for contacting the utility and media companies (including TV licensing) and arranging for all accounts to be transferred into your name. By law you are required to have a valid TV licence if you use or install a television.

**Insurance** You are responsible for insuring your own personal possessions as these will not be included under your Landlord's insurance policy.

**Stamp Duty & Land Tax** Payment of any Stamp Duty Land Tax (SDLT) that might be due on a Tenancy Agreement is solely your responsibility as Tenant. This is a legal obligation and HM Revenue and Customs may impose fines for failure to comply. The current threshold is £125,000 per year. More information and guidance can be obtained from either [www.arla.co.uk](http://www.arla.co.uk) or [www.hmrc.gov.uk](http://www.hmrc.gov.uk)

**Management of the Property** We will provide you with the contact details of the person or Agent who will be responsible for the management of the property during your Tenancy.

**Early surrender of the Tenancy** Should the tenant wish to leave their contract early, they shall be liable to the landlord's costs in re-letting the property as well as all rent due under the tenancy until the start date of the replacement tenancy. These costs will be no more than the maximum amount of rent outstanding on the tenant.

**Referrals** From time to time we may introduce third party offering services which may be of interest to you. These referrals may generate a commission or gift which we will accept for our benefit without reference to you, provided your interests are not adversely affected. This introduction is not an endorsement of these third parties.

**Data Protection** Manningford Croft Maclaine is committed to your privacy and will treat all information you provide in accordance with our Privacy Policy which can be found at [www.manningfordcroft.co.uk/privacy-policy](http://www.manningfordcroft.co.uk/privacy-policy) This information will be provided to a reference agency to enable the referencing process to proceed, to the Landlord to approve that the Tenancy may proceed, to approved contractors, utility and media providers and facilitator and the local authority.

If the applicant is unsure of this process or wishes information to be withheld then he or she should contact Manningford Croft Maclaine immediately. The data will be deleted when our contractual and statutory obligations are fulfilled including the information that Manningford Croft Maclaine must retain for one year after the Tenancy ends to comply with the Right to Rent obligations or those required to be retained for six years under the Limitations Act 1980.

## APPLICATION FOR RENT

I confirm that I have read, understood & agree to the above information & sign on behalf of the whole tenancy:

Property address
Rent
Deposit
Fee of intent
Proposed start date
Anyone else living in property?
Pets?

Full name (Tenant 1)
Current address:
Email address
1. I confirm that I have no adverse credit history <input type="checkbox"/> <i>NB if you do have adverse credit history please advise Manningford Croft Maclaine in writing</i>
2. I confirm that my gross income claimed annually (not including any commission or bonus unless guaranteed) is greater than the rent pcm times 30 <input type="checkbox"/>
Signed by proposed tenant 1
Date
Full name (Tenant 2)
Current address:
Email address
1. I confirm that I have no adverse credit history <input type="checkbox"/> <i>NB if you do have adverse credit history please advise Manningford Croft Maclaine in writing</i>
2. I confirm that my gross income claimed annually (not including any commission or bonus unless guaranteed) is greater than the rent pcm times 30 <input type="checkbox"/>
Signed by proposed tenant 2
Date

By providing Manningford Croft Maclaine with an email address you are agreeing that we may provide the tenancy documentations to you in an electronic format. Should you wish to receive a hard copy please tick here

As members of Arla Propertymark, we have Client Money Protection supplied by Propertymark: [www.propertymark.co.uk](http://www.propertymark.co.uk)

We are part of The Property Ombudsman redress scheme: [www.tpos.co.uk](http://www.tpos.co.uk)

