



# IMPORTANT TENANCY TERMS & CONDITIONS

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[www.whiteandsons.co.uk](http://www.whiteandsons.co.uk)





# **INFORMATION FOR TENANTS OF RENTED PROPERTIES**

## **HOLDING FEE**

In accordance with the Tenants Fees Act 2019 a holding fee of 1 weeks rent is required prior to references being taken up and will be deducted from the first month's rent. Should the tenancy not proceed prior to occupation, the holding fee is **non returnable if you provide false or misleading information, fail a right to rent check or withdraw or fail to sign the proposed agreement**. The **deadline for agreement** for both parties (landlord/tenant) is usually 15 days after a holding fee has been received (unless otherwise agreed in writing). We now accept payments by Credit/Debit card. Please note that where there is an open day on a rental property we will put all offers to the landlord who will then make a decision.

## **REFERENCES**

An independent referencing service will take these up for each tenant and guarantor. You will be required to complete, sign and return the referencing forms with supporting documents as follows:-

1. Proof of ID: passport, driving licence or any other official form of ID.
2. Proof of residency: recent bank statements, utility bills or voter registration confirmation or council tax statements dated within the last 3 months.
3. Credit check: It is important that you advise us of any adverse credit that has not been disclosed such as any previous County Court Judgements (satisfied or unsatisfied).
4. Proof of income: recent bank statements, employer contact details, signed contract of employment or a letter from a tenant's employer. For self employed tenants they need to supply their latest Tax Return and/or accountant details.

## **AFFORDABILITY CALCULATOR**

Generally the rent is calculated on a combined household gross salary per annum of 30 x the monthly rent e.g. if the rent is £1000.00 pcm, the combined salary must be at least £30k per annum.

## **AGREEMENT**

Before occupying the property a draft tenancy agreement will be forwarded to you, which will set out the terms and conditions of the letting. You will be required to visit our office on or before the commencement date of your tenancy to sign this agreement and pay the monies as detailed. Please note all parties to the tenancy must sign the agreement, including any guarantors.

Once signed, if the tenant requests a variation to the current tenancy agreement a charge of £50.00 incl. VAT will apply to cover the costs associated with taking landlord's instructions as well as the preparation and execution of new legal documents.

If there is a change of sharer/occupier (tenant's request) a charge of £50.00 incl. VAT or any reasonable costs incurred if higher, will apply per replacement tenant. This is to cover the costs associated with taking landlord's instructions, new tenant referencing, Right to Rent checks, deposit registration with the Tenancy Deposit Scheme as well as preparation and execution of new legal documents.

## SECURITY DEPOSIT

Five weeks rent (or six weeks rent where the total annual rent is £50,000 or more) is required in advance as a security deposit. This is returnable at the end of the tenancy provided there are not any damages or defaults on the part of the tenant during the tenancy.

Alternative Dispute Resolution for deposit disputes

As a regulated and bonded Agent we endeavour to provide a fair and equitable tenancy agreement and service to both our landlords and tenants, with this in mind all our tenancy agreements, where we are to hold the deposit during the term of the tenancy, include the following clauses:

I. This tenancy is included in the Tenancy Deposit Scheme (TDS). The landlord and/or tenant must endeavour to notify the Member Firm that there is a dispute over the deposit, as soon as possible and within 28 days of the lawful end of the tenancy and the vacation of the property (it is strongly recommended that such notification be given in writing). The ICE reserves the right to decline to consider disputes which have arisen outside this timescale.

II. If, after 10 working days following notification of a dispute and reasonable attempts in that time to resolve any differences of opinion, there remains an unresolved dispute between the landlord and the tenant over the allocation of the deposit it will (subject to III below) be submitted to the Independent Case Examiner (ICE) of the TDS for expert, impartial, third party adjudication. All parties agree to co-operate with his investigation.

III. Where the amount of dispute is over £5,000 the landlord and the tenant agree to submit to formal arbitration through the engagement of an arbitrator appointed by the ICE although, with the written agreement of both parties, the ICE may at his discretion accept the dispute for informal adjudication. The appointment of an arbitrator will incur an administration fee of £235 shared equally between the landlord and the tenant; the liability for any subsequent costs will be dependent upon the Award made by the arbitrator.

IV. The statutory rights of either landlord or tenant to take legal action against the other remain unaffected.

We do not make any charge for access to this dispute resolution facility. There are no costs for the actual adjudication process although any dispute that is submitted for arbitration will incur an administration charge of £235 shared equally between the landlord and the tenant, or such sum as may from time to time be determined by the ICE. The liability for any subsequent costs will be dependent upon the Award made by the arbitrator.

## PROPERTY CONDITION REPORT

If a Property Condition Report is requested by the landlord at the commencement date of the tenancy this will be checked with you. This will list the contents, their location and condition. Amendments can be made, but if you are not satisfied with any entry you should inform us in writing immediately. The Property Condition Report will be checked again prior to your departure, and provided there are not any chargeable damages, your security deposit will be returned.

## OCCUPATION

Prior to occupation it is necessary for you to sign the agreement and settle the charges for:

- i. The balance of the deposit
- ii. The first months rent

Clear funds must be received into White & Sons bank account on or before the first working (not including Saturdays) day of the tenancy. This payment can be made by Bankers Draft, electronic transfer or Debit Card. (WE DO NOT ACCEPT CASH UNDER ANY CIRCUMSTANCES).

## **RENTAL PAYMENTS**

The rental payments are payable in advance by Standing Order. The agreement states the date on which the rent is due and payments should be received on or before the stipulated date. In the event that rent is not received on the due date and the rent payment has been outstanding for 14 days or more then interest will be charged on The Bank of England's base rate plus 3% a daily basis.

## **KEYS/SECURITY DEVICES**

If a key or security device giving access to the property has been damaged or lost and requires replacement the landlord/agent will charge for reasonably incurred costs. If the loss results in locks needing to be changed, the actual cost of a locksmith, new lock and replacement keys for the tenant, landlord and any other persons requiring keys will be charged to the tenant. If extra costs are incurred there will be a charge of £15.00 per hour incl. VAT for the time taken replacing lost key(s) or other security device(s).

## **MAINTENANCE**

If the garden is not maintained, the cost of bringing it up to a good standard will be charged against the security deposit at the end of the tenancy. Also at the end of the tenancy, the property and the contents must be left in a clean and tidy condition in accordance with the tenancy agreement – if not, damage charges will be incurred.

## **PROPERTY VISITS**

We undertake regular property visits of managed and on occasion unmanaged properties and subsequently report to the landlord. We will give you prior notification of any visit to the property. If the property is not managed by us your landlord will discuss any points raised directly with you.

## **TELEVISION**

Televisions are not normally included in the furnishings of rented properties. However, if the tenant wishes to use a television then it is the responsibility of the tenant to ensure that the television is licensed.

## **INSURANCE**

The landlord's policy only covers the building and their contents. Tenants should arrange separate cover for their own belongings.

## **REPAIRS & DAMAGES PAYMENT**

We would point out that tenants are responsible for undertaking any minor repairs or maintenance where necessary. For example, mending fuses, changing light bulbs, venting radiators and replacing loose screws etc., in fact, any small jobs that the tenant would normally deal with in his own home. However, if larger problems occur which require professional attention then the tenant should contact us immediately. We will arrange any necessary repairs and payments. However, should the problem occur through misuse or neglect by the tenant, he/ she will be responsible for payment. Again, this applies if the rent is paid to us. Should you pay your rent to your landlord then you should contact them directly.

## **WATER**

We advise you to familiarise yourself with the position of the main water stopcock. In an emergency it may be necessary to take precautions to alleviate any risk of frost damage to tanks, radiators, pipes etc in the cold winter months. It is advisable to maintain a modest level of heat in all rooms whether occupied or not, and in particular leave the property heated during absences from home, even if only for a day or two.

Please note that it is a new policy of the water provider to install a water meter when a change of occupier is confirmed. Please note that damage to the property caused by frost damage or condensation/mould will be the tenant's responsibility.

## **BRITISH TELECOM**

It will be necessary for you to contact British Telecom yourself, as they will only accept instructions from the account holder.

## **ELECTRICITY AND GAS**

It is advisable to familiarise yourself with the position of the meters, and also note the location of the electricity fuse box and have spare fuse wire to hand in case of emergency.

## **SERVICE ACCOUNT**

Water charges and all service accounts will be responsibility of the tenants unless otherwise stated.

## **OIL**

In the case of oil, it is usual for the tank to be full at the commencement of the tenancy and therefore it should be left full when the tenancy ends.

## **COUNCIL TAX**

Payment of this is the responsibility of the tenant and the relevant council is notified at the commencement and end of the tenancy.

## **APPLIANCES**

Appliances seen at the property may not be included In the Rental Agreement and will be subject to written confirmation from the agent.

## **MAIL**

Landlords normally arrange with the Post Office to re-direct their mail, but if you should receive any communications addressed to the landlord we should be grateful if you could forward them on to us. Tenants should arrange for redirection of their own mail, as it is not White and Sons responsibility to forward tenants mail.

## **IMMIGRATION ACT – RIGHT TO RENT**

The Right to Rent scheme requires landlords or agents to check ID of all prospective adult occupiers in England as from 1 February 2016. Where an adult occupier has a time-limited right to remain, landlords and letting agents will need to conduct follow-up checks. These need to be made 12 months from the initial check or at the expiry of the individual's right to be in the UK, whichever is the later.

## **EARLY TERMINATION FEES**

If the landlord agrees to a request for an early termination then payment of rent is required under the current tenancy agreement until a suitable replacement tenant has been found. A tenant is liable for rent until their fixed-term agreement has ended or, in the case of a statutory periodic tenancy, the tenant has given notice required under their tenancy agreement. A fee to cover reasonable incurred costs for re-advertising, referencing and marketing costs will be payable. These costs plus VAT will be no more than the maximum amount of rent outstanding on the tenancy.

## GENERAL DATA PROTECTION REGULATIONS 2018

How information about you will be used –

- We may use your contact details for the purpose of carrying out our obligations arising from any contracts entered into by you.
- When we use third party service providers, we disclose only the personal information that is necessary to deliver the service and we have a contract in place that requires them to keep your information secure and otherwise use your information in accordance with applicable data protection laws.
- We are subject to the Money Laundering Regulations 2007 and the Proceeds of Crime Act 2002, and are obliged by law to comply. We will need to perform an identity check and proof of address check and will require sight of original documents.
- We will not sell or rent your information to third parties.
- We may pass your information to third party service providers, including but not limited to: Business partners, suppliers and sub-contractors working on our behalf for the purposes of completing tasks and providing services to you, tenancy deposit scheme providers, HMRC, inventory providers, previous agents, EPC providers, local authority, the landlord, referencing companies, utilities and feedback providers.

To read our full Privacy Policy please visit our website <https://www.whiteandsons.co.uk/>

## CLIENTS MONEY PROTECTION

White & Sons is a member of RICS (Royal Institute of Chartered Surveyors), which is a client money protection scheme, and also a member of The Property Ombudsman, which is a redress scheme. You can find out more details by contacting the agent directly.

## FORCE MAJEURE

We shall not be liable to you for any breach of conditions of use or any failure to provide or delay in us providing our services resulting from any event or circumstance beyond our reasonable control including (without limitation) strikes, lock-outs and other industrial disputes, break-down of systems or network access, fire, explosion or accident failure of any third party telecommunications or service provider.

## CONCLUSION

By my/our signature hereunder I/we confirm that I/we have read and understood the above terms and conditions. I/we further understand that the tenancy notes are intended for guidance, and do not form any addition to the contractual agreement between landlords and tenant.

**Please ensure you have signed and returned this form prior to the commencement of your tenancy.**

**SIGNED BY TENANT(S)** \_\_\_\_\_

\_\_\_\_\_

**DATE** \_\_\_\_\_

**From time to time we would like to provide you with property related news via email. If you would like to receive this, please tick this box**



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