



The West Country is Stags Country

Residential Lettings

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PROTECTED

GUARANTOR APPLICATION FORM

(Please read the attached tenants guide, tenant scale of fees sheet and Guarantor Deed prior to completion of these forms)

Find attached the application form, which you are required completion as you are willing to stand guarantor in relation to a proposed tenancy. Please complete all sections as fully as possible but if you require assistance please ask. In addition provide a copy of a current utility bill and a certified copy of your passport. If you do not have a valid passport you will need to provide a copy of your birth certificate and driving licence.

YOUR LIABILITY AS GUARANTOR:

Please find attached a copy of the Guarantors Deed, which you will be expected to sign in addition to the Tenancy Agreement (a copy is available on request) in connection with the proposed letting. This agreement will explain the commitment you are willing to make and you should read it carefully.

Following receipt of the Holding Deposit and acceptance from the landlord you will be sent an electronic email link, by Rent4Sure, Stags referencing agent. Via this link you be requested to complete a full tenant application to provide further information in order for the reference process to be completed. References are obtained on a strictly confidential basis and tenants will not be entitled to any disclosure.

For full details of all tenant fees payable when renting a property through Stags please refer to the tenant scale of fees sheet attached or visit our website www.stags.co.uk

TENANCY TERMS:

Ensure that you are fully aware of the letting terms and conditions that relate to the property you are applying for. You should have read the full letting details and be aware of any restrictions that may apply.

FIRST MONTHS RENT AND DEPOSIT:

These are due in cleared funds prior to the tenancy start date payable either by direct bank transfer, cash or debit card.

All arrangements and representations made are subject to a formal, written Tenancy Agreement being signed and exchanged by both Landlord and Tenant. A copy of Stags Assured Shorthold Tenancy Agreement is available on request.

Please return the completed application form, signed tenant scale of fees and identification to the office marketing the property. Should you require further information regarding your application please speak to a member of staff.

TENANTS GUIDE

TENANCY APPLICATIONS/REFERENCES

All occupiers over the age of 18 will need to complete a tenancy application form and will be named on the formal Tenancy Agreement. Upon agreeing a let we will then take up references on behalf of our clients, the Landlord, which usually will include a credit check, current employment details, previous Landlord/ Letting Agent and if self-employed accounts and income details.

HOLDING DEPOSIT

In order to secure a property you will be required to pay a holding deposit, the equivalent of one weeks rent. The Holding Deposit will be repaid being off set against the first months rent following the completion of satisfactory referencing and when the tenancy agreement is entered into. The Holding Deposit will also be repaid in the event of the landlord withdrawing from the proposed let.

The Holding Deposit is non-refundable should you subsequently withdraw from your application or in the event of the following;

- You fail a Right to Rent check regardless of when the holding deposit was accepted.
- You provide false or misleading information which the landlord is reasonably entitled to consider in deciding whether to grant a tenancy because this materially affects the applicants suitability to rent the property.
- You notify the landlord or Stags before the deadline that you have decided not to enter into a tenancy agreement.
- You fail to take all reasonable steps to enter into a tenancy agreement.

TENANCY FEES

Please refer to the Stags scale of tenant fees which outlines the fees you can expect to pay when renting a property through Stags. Further details and information are attached to the Stags tenancy application form and for further clarification before arranging a viewing please contact the letting office dealing with the property.

TENANCY AGREEMENT / LETTING

Following receipt of satisfactory references and agreement to the letting between landlord and tenant Stags will confirm the tenancy start date, term of agreement, conditions relating to the tenancy and organise payment of rent and deposit. Prior to a tenancy commencing you will normally be required to sign an Assured Shorthold Tenancy Agreement (a copy is available on request). A Tenancy Agreement will fully explain and detail the terms and conditions on which you are taking the tenancy plus any other special conditions that relate to the specific property.

RENT PAYMENTS

The first months rent along with the deposit are due in cleared funds prior to the tenancy start date payable either by direct bank transfer, cash or debit card. All future rent is payable in advance by standing order either direct to the landlords nominated account or into Stags Lettings Client Account.

DEPOSIT

Before the tenancy commences you will be required to pay a deposit. This deposit is held by Stags as Stakeholder in the Stags HSBC Exeter High Street Branch Client Trust Account on behalf of the Landlord. No interest is payable to either party. The deposit is held against any damages or expenses arising during your tenancy and will not be released until you have vacated the property, all rent has been paid up to date and an end of tenancy inspection completed.

All deposits taken for Assured Shorthold Tenancies must be protected by a Tenancy Deposit Scheme. Stags operate an insurance based scheme as members of ARLA and RICS, through the Dispute Service (TDS) and hold deposits as stakeholder on behalf of landlords and tenants. For further information visit the website www.tenancydepositscheme.com.

The majority of Tenancy Agreements are Assured Shorthold Tenancies within the Housing Act and therefore covered by the Tenancy Deposit Scheme. However, deposits taken for Non Housing Act Tenancies i.e. Winter Let Agreement, High Rent Agreement or a Company Let will not be

covered by the Tenancy Deposit Scheme. We as Agents will hold the deposit as Stakeholder and will look to administer it in the normal way.

SCHEDULE OF CONDITION AND INVENTORY

When the landlord requires a schedule of condition and inventory, this will be provided to you at the commencement of the tenancy requiring you to check, sign and return back to Stags within 7 days. It is important that you take care in checking the Schedule of Condition/Inventory at this stage, as it will form the basis of any claim for damages by your Landlord at the end of the tenancy.

TENANTS OBLIGATIONS

Your obligations are as detailed within the tenancy agreement. You should be aware that responsibility for the property rests with the tenant during the tenancy. It is particularly important that any gas or electrical problems are reported immediately and the property is fully secured when you leave it unattended at any time. During the winter months, necessary steps must be taken to prevent the freezing of water and heating systems. In addition, you will be liable to maintain the interior décor of the property to include carpets, and any fixtures and fittings that are included plus garden and outside areas.

STAGS OBLIGATIONS

The obligations of Stags will vary dependent on which of the following services we provide for the Landlord.

- A. Let Only (no management)
- B. Letting the property and receiving rent
- C. Letting and fully managing the property

You will be notified which of the above services applies to your tenancy and provide you with details of who to contact.

PROPERTY VISITS

All properties will be subject to regular visits. The purpose of these is to check the condition of the property and that you are conducting your tenancy in accordance with the Tenancy Agreement. The visit also provides you with an opportunity to notify of any issues or problems you are experiencing with the property.

UTILITIES/COUNCIL TAX

Once you have signed a Tenancy Agreement you are usually liable for the service utility charges relating to that property to include gas, electricity, water and drainage plus the council tax. The utility companies and local authority will usually have been notified of your impending occupation along with appropriate meter readings. However, we would recommend that you check with the appropriate utility company to ensure that this has been set up correctly.

TELEVISION/PHONE & BROADBAND

You are responsible for the television licence regardless of whether or not a television is provided by the Landlord. Landlords cannot guarantee quality of signal or availability of signal at any let property. With regard to telephones and broadband. Tenants will need to make their own investigations as to the availability of a suitable connection at the let property and will be responsible for any associated costs.

INSURANCE

The Tenant is responsible for insuring their own personal effects and furnishings. It is important that as a tenant you are adequately protected and covered for any damage you may cause to landlords buildings, contents or fixtures and fittings. Liability insurance can help you to protect your deposit at the end of the tenancy.

TENANCY RENEWALS

Approximately three months prior to the end of the fixed term Stags will write to you asking for confirmation concerning your intentions and whether you would like to remain in the property and extend the tenancy for either a further fixed term or on a rolling Statutory Periodic basis.

SCALE OF TENANT FEES

BEFORE YOU MOVE IN:

Holding Deposit (Per Tenancy)

This is to reserve a property. The Holding Deposit 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 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). The Holding Deposit will be repaid being off set against the first months rent following the completion of satisfactory referencing and when the tenancy agreement is entered into.

Equivalent of one weeks rent

First Months Rent

Payable on or before the commencement of the tenancy. Future rent will be payable by Standing Order.

As per the agreed rent

Tenancy Deposit

The deposit covers damages or defaults on the part of the tenancy during the tenant and is payable on or before the commencement of the tenancy. All deposits for a property let by Stags are held on their client account and administered in accordance with the Tenancy Deposit Scheme and Dispute Service.

5 Weeks Rent

Company Application Fee

Referencing (identity, immigration and visa confirmation, financial credit checks, obtaining references from current or previous landlords, as well as contract negotiation (amending and agreeing terms), drawing the Tenancy Agreement up and Schedule of Condition/Inventory if compiled.

£396.00 (£330 + VAT)

Additional Land/Grazing Agreement

Where an additional agreement is required that is outside the scope of a standard Tenancy Agreement.

£90.00 (£75 + VAT)

DURING YOUR TENANCY:

Addendum/Variation Of The Tenancy Agreement (Tenant's Request)

To cover the cost of contract negotiation, amending terms as well as the preparation and execution of new legal documents.

£50.00 (£41.67 + VAT) per agreed variation.

Rent Late Payment Fee

Interest at 3% above the Bank of England Base Rate from Rent Due Date until paid in order to pursue non-payment of rent. Please Note: This will not be levied until the rent is more than 14 days in arrears.

3% above Bank of England base rate.

Replacement of Lost Keys/Electronic Keys Or Other Security Device

Cost incurred in replacing the key or security device.

Reasonable cost of replacing the key or security device.

ENDING YOUR TENANCY:

Early Termination (Tenant's Request) subject to agreement

Should the tenant wish to leave their contract early, they shall be liable for the landlord's costs in re-letting the property as well as all the rent due under the tenancy until the start date of the replacement tenancy.

Landlord reletting costs as well as the rent due until the start of the replacement tenancy.

Tenant Insurance: Accidents can happen. Stags encourage all tenants to have liability cover up to £10,000 to help protect against any accidental damage caused by yourselves. In addition, this may assist in avoiding deductions from your deposit at the end of the tenancy. If you already have a policy in place, we would be grateful if you could provide us with a copy of your certificate prior to moving in. Rent4sure our referencing partner, also offer a policy and can contact you directly to arrange a quote.

We also advise you consider taking contents insurance to protect your belongings as the landlords policy will not cover you.

Stags may from time to time receive and retain an introductory fee or commission when instructing or using a third party. There may be times when the tenant is contacted directly by a third party.

I hereby confirm that I have read and understood the above tenant scale of fees and understand I will be charged these where applicable.

SIGNED

PRINT NAME

DATED



This is an example only of the Guarantors Agreement, and the obligations agreed by the Guarantor

THIS AGREEMENT is made BETWEEN the Guarantor and the Landlord.

Guarantor: «GUNAME»

**Address: «GuAddressLine1», «GuAddressLine2» «GuAddressLine3»,
«GuAddressLine4», «GuAddressLine5»**

Landlord(s): «LanName»

**Address: «LanAddressLine1», «LanAddressLine2», «LanAddressLine3»,
«LanAddressLine4», «LanAddressLine5»**

Tenant(s): «TenSalutation2»

**Property «PropAddressLine1», «PropAddressLine2», «PropAddressLine3»,
«PropAddressLine4», «PropAddressLine5»**

Proposed Tenancy Commencement Date: «PropLongStartDate»

Rent: £«PropRent»

1. The Landlord agrees to let the Property to the Tenant(s). In consideration of this, the Guarantor agrees to act for the Tenant(s) should he/the Tenant(s) fail, for any reason, to meet the financial commitments arising from the Tenancy Agreement entered into in respect of the Property.

2. This Guarantor Agreement refers to the current tenancy being undertaken and any extension or renewal of that tenancy. All references to the Landlord herein shall be deemed to include the Landlord's Agent or any person authorised to act on the Landlord's behalf.

3. The Guarantor undertakes to pay to the Landlord from the date of this Agreement the Rent within 7 days of receipt of a written demand from the Landlord or his Agent addressed to the Guarantor if the Tenant following demand has not paid the amount being demanded when it was due under the Tenancy Agreement.

4. The Guarantor shall pay and make good to the Landlord on demand all reasonable losses and expenses of the Landlord incurred as a result of default by the Tenant in the performance or observance of the Tenant's covenants under the Tenancy Agreement. Any failure of the Landlord in demanding or collecting the Rent when it falls due, and any time to pay which may be given to the Tenant by the Landlord shall not release the Guarantor or in any way affect the liability of the Guarantor under this agreement. Should the Guarantor die during the currency of this agreement, the Guarantor's estate will be liable as surety and co-principal debtor.

5. Where the Rent, or any portion of it, is paid by housing benefit or other benefit scheme, the Guarantor agrees to pay the Landlord or Agent for the amount of any claims arising from overpayment, which may be made by the local authority in relation to the specified Tenant(s). Such overpayments may occur at any time, either during the tenancy or within six years thereafter.

6. If the tenancy is for a fixed term, then this guarantee applies for the whole of the term and is not revocable during that term.

7. If the tenancy is periodic or has become periodic by agreement or the operation of law, then this guarantee may be terminated by written notice by the Guarantor subject to the Tenant vacating at the earliest legally permissible date required for possession. If the Tenant fails to vacate on this earliest date then the guarantee shall continue until the Tenant vacates.

Guarantor:

Name :

Guarantor Signature:

.....

Witness:

Name

Address:

.....

.....

SIGNED by the Landlord / Agent :-

Witness Signature

.....

DATE

Stags Lettings (agent for Landlord)

COPY



GUARANTOR APPLICATION FORM

Tenants details (the details of the tenant for whom you are acting as guarantor)

Title:
First Name: **Middle Name:**
Surname:
Date of birth:/...../.....

Guarantors details:

Title:
First Name: **Middle Name:**
Surname:
Date of birth:/...../.....

Address:
Postcode:
Telephone No:
Home:
Mobile:
Work:

Email address:

Residence type: **Owner:** ☐ **In rented:** ☐ **With family/friends:** ☐

Length of time at current address:Years Months

Do you have any adverse credit history/CCJ'S/bankruptcy? **Yes:** ☐ **No:** ☐

If yes, please provide details:
.....
.....

Do you have a criminal record? **Yes:** ☐ **No:** ☐

Have you ever been refused a tenancy? Yes: ☐ No: ☐

If yes, please provide details:

.....
.....

Are you: Employed: ☐ Self employed: ☐ Retired: ☐ Unemployed: ☐

Nature of employment/job title:

Employer/Accountant
(if self employed):

Salary:

Any other income sources: Savings: ☐ Benefits: ☐ Other: ☐

Any additional information:

Signed:

Print name:

Dated:

Please return the completed application form, signed tenant scale of fees and identification to the office marketing the property. Should you require further information regarding your application please speak to a member of staff.