

## TO ALL PROSPECTIVE TENANTS

In order that you can make an application for a tenancy we attach herewith our application form. This should be completed by **all persons over 18 years of age who are intending to reside in the property**. Fill in the address of the property you wish to rent and details of the people wishing to move into the property.

**It is essential that you provide us with an email address that you are fully able to access.** The completed form together with a signed copy of this letter, photo identification such as a passport and proof of current address such as a bank statement or utility bill from the last three months should then be given to us as soon as possible.

The majority of our lettings properties have virtual viewings available and we would ask that you watch this first.

**Please note that if a property is still tenanted we may not be able to provide a virtual viewing at this stage and the tenants currently in the property may not feel comfortable with us organising 'actual viewings' until they have vacated.**

**All available properties have photographs on our website.**

Once you have watched the virtual viewing, if you wish to view a property we will need a completed application form and we will seek the Landlord's approval to a letting.

If the Landlord approves the letting, we will then organise a viewing. Once you have viewed, if you are wanting to proceed, but we have multiple applicants also wanting to proceed, we will seek approval from the Landlord of the applicant that they would like to proceed with.

The successful applicant will need to pay a holding deposit at this point equivalent to one week's rent in order to reserve the property and we will then process your references.

In order to calculate the amount that you will need to pay you will need to use the following formula:

Monthly rent x12 to get the annual rent and then divide that by 52 to get the figure equivalent to one week's rent.

In this example the monthly rent is £500 per calendar month.

$500 \times 12 = £6,000$

$£6,000 / 52 = £115$  (rounded down to the nearest pound)

Please do not mail cash. The payment can be taken over the telephone using a debit card.

The holding deposit will become **Non-Refundable** if:-

- You withdraw your application for the property after the references have been applied for.
- If you fail the Right To Rent Check, that the landlord is required to do under the Immigration Act 2014.
- You provide a false or misleading statement on your application that causes your references to fail.
- You unreasonably delay in responding to any reasonable request made by our firm during the agreed extended period on your signed 'Your Holding Deposit Explained' letter.

Please note that if you are unsure of your credit score we would recommend that you visit [www.creditkarma.co.uk](http://www.creditkarma.co.uk) to get a free credit score before submitting this application. We should advise that anything less than a Good Credit score on Credit Karma may cause you to fail the referencing process.

Should you be offered and you accept a tenancy with our landlord, then your holding deposit will be credited to the first months' rent due under that tenancy.

You will then be contacted by email by our referencing company Let Alliance who will provide you with their standard online tenancy application form. **You will have 48 hours to complete this. Should your completed application not be received within 48 hours your application will be cancelled and you will need to contact us with bank details to enable us to return your Refundable Holding Deposit.**

Once the online application form has been completed we will carry out some initial reference checks including a credit check and discuss your application with the landlord. If the initial checks are satisfactory we will then complete a full reference check.

**DEPOSIT - EQUIVALENT TO FIVE WEEKS' RENT:** You will be required to pay a deposit of an amount equivalent to five weeks' rent (rounded down to the nearest pound). This will be held against any damage, dilapidations or non-payment of rent etc. during the term of the tenancy. Under the Housing Act 2004 this deposit must be protected and registered with an approved Tenancy Deposit Protection Scheme. The deposit is returnable less any deductions after vacation at the end of the tenancy. Your tenancy agreement will give details of the scheme used. In the event of us acting for the landlord on a 'tenant find' basis only the deposit collected will be passed on to the landlord who has the obligation to register the deposit with an approved Tenancy Deposit Protection Scheme.

Selected properties are available with a **Nil Deposit Scheme** - This scheme is instead of a traditional deposit and is administered by Let Alliance. It is only available on properties that are Fully Managed by Ryder & Dutton so please check if the property that you are applying for is eligible and the scheme works as follows:-

You pay a Nil Deposit service charge equivalent to 1 week's rent plus VAT to Let Alliance.

The Nil Deposit service manages the payment of any entitlement to your letting agent, up to a maximum of 6 weeks' rent, for any breach of the tenancy agreement agreed by you.

You will reimburse Let Alliance for the sum agreed by you, or determined by an independent adjudicator in the case of a dispute, within 14 days of notification.

For rentals with more than one tenant you nominate a lead tenant.

You have tenants' liability insurance in place for the complete tenancy term and provide a copy of your insurance certificate.

There is a Nil Deposit renewal fee of £15 every 6 months.

In order to qualify for the Nil Deposit Scheme tenants must:-

Be referenced by Let Alliance and have a referencing report confirming they are Acceptable for tenancy or Guarantor Recommended (with an acceptable guarantor in place).

In addition the tenant must have lived in the UK for a minimum of 6 months and not have income solely derived from benefits.

The Nil Deposit Scheme is not available for overseas applicants who are moving to the UK for a fixed period e.g. an applicant working on a fixed term contract or a student sponsored for a fixed period.

For monthly rent exceeding £2,500, the Nil Deposit Scheme is not available.

When all the references have been received (and if they are satisfactory) then we will obtain our clients final consent and provided all the relevant legal requirements have been met by the landlord (safety checks on all gas appliances, energy performance certificates and information that furnishings comply with relevant legislation) then the tenancy will be granted. An application may be rejected at any time and we will not enter into discussion or correspondence regarding the reasons for rejection. The initial payment which will cover 1 month's rent and the deposit or Nil Deposit service charge must be paid prior to commencement of the tenancy. This money should be paid by building society cheque, bankers draft or by debit card or online transfer. If you are unclear about this procedure please ask our representative or telephone our Applications Team on 0161 925 3244 or e-mail [applications@ryder-dutton.co.uk](mailto:applications@ryder-dutton.co.uk) (Ryder & Dutton) or [applications@mortimers-property.co.uk](mailto:applications@mortimers-property.co.uk) (Mortimers).

**PETS:** Please note that if you have a pet and the landlord has agreed to allow you to rent the property with a pet, the monthly rent will be 5% higher so for example a rent of £500 per calendar month would be £525 per calendar month if the landlord has agreed for you to keep a pet at the property.

**TENANCY BREACH FEES:** You will not be asked to pay any fees or charges in connection with your application for a tenancy. However, if your application is successful under our standard assured shorthold tenancy agreement, you will be required to pay certain fees for any breach of that tenancy agreement in line with the Tenant Fees Act 2019. In consideration of us processing your tenant application, you agree to pay those fees to us on request.

These Default Fees are as follows:-

**LOST KEYS OR FOBS:** In a situation where a tenant loses their keys, fobs or security devices for the property, the tenant will be charged for the cost of a replacement key, fob or security device.

**NON-PAYMENT OF RENT:** If you do not pay your rent on time, once the payment becomes 14 calendar days late, you will be charged 3% above the Bank Of England base rate from the first day that the arrears occurred and for each day that the payment is outstanding.

**CHANGES TO TENANCY:** A charge of £50 inclusive of VAT will be made for a change to a tenancy. A change to a tenancy is any reasonable request that a tenant makes to alter a tenancy agreement, after the tenancy agreement has become binding. Examples of commonly requested changes are:

- To be able to keep a pet at the property
- To change one of the tenants on a joint tenancy

A charge can be made for any other amendment which alters the tenant's obligations in the tenancy agreement.

**EARLY TERMINATION OF A TENANCY:** If a tenant requests the early termination and a landlord agrees to this, on the understanding that another suitable tenant must be found first, the tenant will be liable for the rent up to the day that the new tenant moves into the property. The landlord or agent can claim from the deposit the costs associated with re-advertising the property and referencing new tenants.

# RIGHT TO RENT CHECK

*A separate form must be completed for each prospective occupier and attached to the Tenancy Application Form (Under the Immigration Act 2014 landlords are required to carry out immigration checks on all adult occupiers to ensure they have a right to rent in the UK - landlords should use this form in conjunction with the latest government guidance).*

<b>PERSONAL DETAILS:</b>	<b>CONTACT DETAILS:</b>
<b>Title:</b> Mr / Mrs / Ms / Miss	<b>Tel:</b>
<b>First Name:</b>	<b>Mob:</b>
<b>Middle Names:</b>	<b>Work Tel:</b>
<b>Surname:</b>	<b>Email:</b>

**Will the rental property be the prospective occupier's only or main home? YES / NO**

*For a home to be an only or main home it must be the only property that the person lives in, or the property that is used for personal, legal or family matters.*

## IDENTIFICATION DOCUMENTS:

**Please provide either one original document from Group 1 or two original documents from Group 2:** *N.B. Landlords are required to keep clear and legible copies for the period of the tenancy and for a year after the tenancy has come to an end (s5 of The Immigration (Residential Accommodation) (Prescribed Requirements and Codes of Practice) Order 2014). At the time of writing the government guidance states that if the following documents are provided no follow up checks are required.*

### Group 1

- ≡ A passport (current or expired) showing that the holder is a British citizen, or a citizen of the UK and Colonies having the right of abode in the UK;
- ≡ A passport or national identity card (current or expired) showing that the holder is a national of the European Economic Area (EEA) or Switzerland;
- ≡ A registration certificate or document (current or expired) certifying or indicating permanent residence issued by the Home Office, to a national of the European Economic Area country or Switzerland;
- ≡ A permanent residence, indefinite leave to remain, indefinite leave to enter or no time limit card issued by the Home Office (current or expired), to a non-EEA national who is a family member of an EEA or Swiss national;
- ≡ A biometric residence permit card (current or expired) issued by the Home Office to the holder indicating that the person named has indefinite leave in the UK, or has no time limit on their stay in the UK;
- ≡ A passport or other travel document (current or expired) endorsed to show that the holder is either exempt from immigration control, has indefinite leave in the UK, has the right of abode in the UK, or has no time limit on their stay in the UK;
- ≡ A current immigration status document issued by the Home Office to the holder with a valid endorsement indicating that the holder is either exempt from immigration control, has indefinite leave in the UK, has the right of abode in the UK, or has no time limit on their stay in the UK;
- ≡ A certificate of registration or naturalisation as a British citizen.

### Group 2

- ≡ A full birth or adoption certificate issued in the UK, Channel Islands, the Isle of Man or Ireland, which includes the name(s) of at least one of the holder's parents or adoptive parents;
- ≡ A current full or provisional photo card UK driving licence;
- ≡ A letter from HM Prison Service, the Scottish Prison Service or the Northern Ireland Prison Service confirming the holder's name, date of birth and that they have been released from custody of that service in the 6 months prior to the check;
- ≡ A letter issued within the 3 months prior to the check by a UK government department or Local Authority and signed by a named official (giving their name and professional address), confirming the holder's name and that they have previously been known to the department or local authority;
- ≡ A letter issued within the 3 months prior to the check from an officer of the National Offender Management Service in England and Wales confirming that the holder is the subject of an order requiring supervision by that officer; from an officer of a local authority in Scotland confirming that the holder is the subject of a probation order requiring supervision by that officer; or, from an officer of the Probation Board for Northern Ireland confirming that the holder is the subject of an order requiring supervision by that officer;
- ≡ Evidence (identity card, document of confirmation issued by one of HM forces, confirmation letter issued by the Secretary of State) of the holder's previous or current service in any of HM's UK armed forces;
- ≡ A letter from a UK police force confirming that the holder is a victim of crime and has reported a passport or Home Office biometric immigration document stolen, stating the crime reference number, issued within the 3 months prior to the check;
- ≡ A letter issued within the 3 months prior to the check signed by a representative of a public authority, voluntary organisation or charity which operates a scheme to assist individuals to secure accommodation in the private rented sector in order to prevent or resolve homelessness;
- ≡ A letter issued within the 3 months prior to the check confirming the holder's name signed by the person who employs the holder (giving their name and business address) confirming the holder's status as employee and employee reference number or their National Insurance number;
- ≡ A letter issued within the 3 months prior to the check from a UK further or higher education institution confirming the holder's acceptance on a current course of studies. This letter should include the name of the educational establishment, as well as the name and duration of the course;
- ≡ A letter issued within the 3 months prior to the check from a British passport holder who works in (or is retired from) an acceptable profession as specified in the list of acceptable professional persons. The letter should confirm the holder's name, and confirm that the acceptable professional person has known the holder for longer than three months;
- ≡ Benefits paperwork issued by HMRC, a UK Local Authority or Job Centre Plus, on behalf of the Department for Work and Pensions or the Northern Ireland Department for Social Development, issued within the 3 months prior to the check;
- ≡ Disclosure and Barring Service Certificate (criminal record check) issued within the 3 months prior to the check.

# RIGHT TO RENT CHECK

## **TIME LIMITED RIGHT TO REMAIN IN THE UK:**

### **Time limited right**

At the time of writing, if one of the following documents are provided showing the holder or named person is allowed to stay in the UK for a **time limited period** the government guidance states that the landlord can accept such documents but the landlord must carry out follow up checks after one year, beginning with the date on which the checks were last made, or before the expiry of the person's permission to be in the UK (whichever is longer) or on the expiry of a person's permission to stay in the UK as shown on their biometric residence permit:

- ≡ A current passport or other travel document endorsed to show that the holder is allowed to stay in the UK for a time-limited period.
- ≡ A current biometric residence permit card issued by the Home Office to the holder, which indicates that the named person is permitted to stay in the UK for a time-limited period.
- ≡ A current residence card (including an accession residence card or a derivative residence card) issued by the Home Office to a non-EEA national who is either a family member of an EEA or Swiss national or has a derivative right of residence.
- ≡ A current immigration status document issued by the Home Office to the holder with a valid endorsement indicating that the named person may stay in the UK for a time-limited period

Follow up check required on .....

## **DOCUMENT(S) PROVIDED AND REF NO(S):**

### **SIGNATURE:**

**Signed by Prospective Occupier:**

**Date:**

**Signed by Landlord/Agent:**

**Date:**

## **TIME LIMITED RIGHT TO REMAIN IN UK:**

Follow up check carried out on .....

## **DOCUMENT(S) PROVIDED AND REF NO(S):**

### **SIGNATURE:**

**Signed by Prospective Occupier:**

**Date:**

**Signed by Landlord/Agent:**

**Date:**

# RIGHT TO RENT CHECK

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<b>PERSONAL DETAILS:</b>	<b>CONTACT DETAILS:</b>
<b>Title:</b> Mr / Mrs / Ms / Miss	<b>Tel:</b>
<b>First Name:</b>	<b>Mob:</b>
<b>Middle Names:</b>	<b>Work Tel:</b>
<b>Surname:</b>	<b>Email:</b>

**Will the rental property be the prospective occupier's only or main home? YES / NO**

*For a home to be an only or main home it must be the only property that the person lives in, or the property that is used for personal, legal or family matters.*

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- ≡ Evidence (identity card, document of confirmation issued by one of HM forces, confirmation letter issued by the Secretary of State) of the holder's previous or current service in any of HM's UK armed forces;
- ≡ A letter from a UK police force confirming that the holder is a victim of crime and has reported a passport or Home Office biometric immigration document stolen, stating the crime reference number, issued within the 3 months prior to the check;
- ≡ A letter issued within the 3 months prior to the check signed by a representative of a public authority, voluntary organisation or charity which operates a scheme to assist individuals to secure accommodation in the private rented sector in order to prevent or resolve homelessness;
- ≡ A letter issued within the 3 months prior to the check confirming the holder's name signed by the person who employs the holder (giving their name and business address) confirming the holder's status as employee and employee reference number or their National Insurance number;
- ≡ A letter issued within the 3 months prior to the check from a UK further or higher education institution confirming the holder's acceptance on a current course of studies. This letter should include the name of the educational establishment, as well as the name and duration of the course;
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Follow up check required on .....

## **DOCUMENT(S) PROVIDED AND REF NO(S):**

### **SIGNATURE:**

**Signed by Prospective Occupier:**

**Date:**

**Signed by Landlord/Agent:**

**Date:**

## **TIME LIMITED RIGHT TO REMAIN IN UK:**

Follow up check carried out on .....

## **DOCUMENT(S) PROVIDED AND REF NO(S):**

### **SIGNATURE:**

**Signed by Prospective Occupier:**

**Date:**

**Signed by Landlord/Agent:**

**Date:**

## NOTIFICATION OF UTILITY SUPPLIERS

### **Your consent**

We undertake to process your personal data (which may be held electronically or otherwise) to the extent necessary and will treat it in an appropriate and lawful manner, in accordance with the General Data Protection Regulations.

We will disclose your personal data, collected from you, to Helpthemove, SSE, the appropriate Council Tax authorities and energy, water/sewerage utilities providers for the purpose of setting up accounts for your move in.

I confirm I have read and understood the above information, including the privacy notice, and consent to comply with the terms outlined.

Signed \_\_\_\_\_

Dated \_\_\_\_\_

### **Privacy Notice**

For the purposes of the Data Protection Act 1998 (the “Act”), the data controller is Edge View Holdings Ltd of Edge View House, Salmon Fields Business Village, Royton, Oldham OL2 6HT.

We use the personal details that you provide by corresponding with us by phone, email or otherwise. In addition to the information you give us on this form, we may also collect additional information (for example, details of your property, current energy providers) as necessary to provide our services and to deal with your queries.

### **Disclosures of your personal details**

We may also share your information with credit reference agencies and other companies or third parties where we have a duty to do so.

### **Marketing information**

We would like to use your personal details to tell you about other goods and services that we offer that are similar to those that you have already asked us to provide or have enquired about.

### **Accessing your information**

You have the right to access information held about you.

Please send any questions, comments, complaints or requests (including, but not limited to, any future request to withdraw your consent) regarding this privacy notice to: [enquiries@ryder-dutton.co.uk](mailto:enquiries@ryder-dutton.co.uk)

Full details on data sharing and your consent can be found at <https://ico.org.uk/for-the-public/>

# Tenant Assessment Application Details

Please complete the online application in full within 48 hours of receipt of the email.

Make sure your employer and any previous landlord is aware Let Alliance will be contacting them.

If you do not have an email address, you will need to complete a full paper application and provide this to your agent.

Proposed tenancy start date Date \_\_\_\_/\_\_\_\_/\_\_\_\_

## Property Details:

Please enter here the address of the property to which this application relates and the amount of the monthly rent.

House/Flat Number/Name			
Street			
Town	County		
Postcode	Total Rent (per month)		

## SECTION 1 - TENANT 1 PERSONAL DETAILS

Title \_\_\_\_\_ Contact Details:

Forename(s) \_\_\_\_\_ Mobile Number \_\_\_\_\_

Middle Name(s) \_\_\_\_\_ Contact Number \_\_\_\_\_

Surname \_\_\_\_\_ E-mail Address \_\_\_\_\_

Date Of Birth \_\_\_\_/\_\_\_\_/\_\_\_\_

If you have ever been known by another name, please confirm it here:

\_\_\_\_\_

### Additional Information:

Do any of the proposed tenants have pets? Yes / No

If Yes, give details \_\_\_\_\_

Do any of the proposed tenants smoke? Yes / No

How many children under the age of 18 will be living at the property? \_\_\_\_\_

### You must provide three years' address history.

#### Present Address:

Address Line 1 \_\_\_\_\_ Time At This Address \_\_\_\_\_ Yrs \_\_\_\_\_ Mths

Address Line 2 \_\_\_\_\_ Address Status (please circle):

Address Line 3 \_\_\_\_\_ Owner / Rented Accommodation / Living with Parents or Friends / Other

Postcode \_\_\_\_\_ If Other, please specify \_\_\_\_\_

#### Previous Address 1:

Address Line 1 \_\_\_\_\_

Address Line 2 \_\_\_\_\_

Address Line 3 \_\_\_\_\_ Postcode \_\_\_\_\_

### Please complete if you have been at your current address less than 6 months.

#### Previous Address 2:

Address Line 1 \_\_\_\_\_

Address Line 2 \_\_\_\_\_

Address Line 3 \_\_\_\_\_

Postcode \_\_\_\_\_ Time At This Address \_\_\_\_\_ Yrs \_\_\_\_\_ Mths

(If more space is required, please use reverse of form).

## SECTION 2 - TENANT CREDIT INFORMATION

**It is imperative that you declare any adverse credit, whether it is satisfied or unsatisfied. Failure could have a detrimental affect on your application!**

Do you have any CCJs or Court Decrees? Yes / No

If Yes, give details \_\_\_\_\_

Have you ever been declared bankrupt or any IVA's, etc? Yes / No

If Yes, give details \_\_\_\_\_

## SECTION 3 - INCOME DETAILS

Current Employment Status (please circle):

Employed / Unemployed / Self-Employed / Independent Means / Contract Worker / Temp Worker / Student / Retired

**NOTE: If Self-Employed, a Director of your own Company, Retired or Independent Means, go to Section 4.**

Name Of Company \_\_\_\_\_ If Company Director, Company Number \_\_\_\_\_

Gross Salary \_\_\_\_\_ Shift Allowance \_\_\_\_\_ Overtime \_\_\_\_\_

Bonus \_\_\_\_\_ Car Allowance \_\_\_\_\_

Employer Contact Name \_\_\_\_\_ Employer Contact Number \_\_\_\_\_

Contact Position \_\_\_\_\_ E-mail \_\_\_\_\_

Is your current position going to change in the near future? Yes / No

**If Yes, please complete as below**

Future employment details (if current position is due to change in the near future)

Future Employment Status (please circle):

Employed / Unemployed / Self-Employed / Independent Means / Contract Worker / Temp Worker / Student / Retired

Name Of Company \_\_\_\_\_ Position which you will hold \_\_\_\_\_

Gross Salary \_\_\_\_\_ Shift Allowance \_\_\_\_\_ Overtime \_\_\_\_\_

Bonus \_\_\_\_\_ Car Allowance \_\_\_\_\_

Employer Contact Name \_\_\_\_\_ Employer Contact Number \_\_\_\_\_

E-mail \_\_\_\_\_

Do you have any other source of income?

Additional Income (proof will be required):

Tax Credits £ \_\_\_\_\_ Disability Benefit £ \_\_\_\_\_ Child Maintenance £ \_\_\_\_\_

Housing Benefit £ \_\_\_\_\_ Carers Allowance £ \_\_\_\_\_ Fosterers Allowance £ \_\_\_\_\_

Child Benefit £ \_\_\_\_\_ Guardian Support £ \_\_\_\_\_ Employment Support Allowance £ \_\_\_\_\_

Other Additional Income £ \_\_\_\_\_ Description \_\_\_\_\_

## SECTION 4 - ACCOUNTANT / PENSION PROVIDER

Self-Employment / Retired / Independent Means Start Date \_\_\_\_/\_\_\_\_/\_\_\_\_

Annual Income £ \_\_\_\_\_ Will accountant be verifying income? Yes / No

Does the applicant have a private pension? Yes / No How many? \_\_\_\_\_

Have finalised accounts been prepared? (please circle):

Yes - by accountant Yes - self-assessment No

Accountant / Pension Company Details:

Name Of Accountant \_\_\_\_\_

Tenant 1 Signature \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_

## SECTION 1 - TENANT 2 PERSONAL DETAILS

Title \_\_\_\_\_ Contact Details:  
Forename(s) \_\_\_\_\_ Mobile Number \_\_\_\_\_  
Middle Name(s) \_\_\_\_\_ Contact Number \_\_\_\_\_  
Surname \_\_\_\_\_ E-mail Address \_\_\_\_\_  
Date Of Birth \_\_\_\_/\_\_\_\_/\_\_\_\_

If you have ever been known by another name, please confirm it here:  
\_\_\_\_\_

### You must provide three years' address history.

Present Address:

Address Line 1 \_\_\_\_\_ Time At This Address \_\_\_\_\_ Yrs \_\_\_\_\_ Mths  
Address Line 2 \_\_\_\_\_ Address Status (please circle):  
Address Line 3 \_\_\_\_\_ Owner / Rented Accommodation / Living with Parents or Friends / Other  
Postcode \_\_\_\_\_ If Other, please specify \_\_\_\_\_

Previous Address 1:

Address Line 1 \_\_\_\_\_  
Address Line 2 \_\_\_\_\_  
Address Line 3 \_\_\_\_\_ Postcode \_\_\_\_\_

### Please complete if you have been at your current address less than 6 months.

Previous Address 2:

Address Line 1 \_\_\_\_\_  
Address Line 2 \_\_\_\_\_  
Address Line 3 \_\_\_\_\_  
Postcode \_\_\_\_\_ Time At This Address \_\_\_\_\_ Yrs \_\_\_\_\_ Mths

(If more space is required, please use reverse of form).

## SECTION 2 - TENANT CREDIT INFORMATION

**It is imperative that you declare any adverse credit, whether it is satisfied or unsatisfied. Failure could have a detrimental affect on your application!**

Do you have any CCJs or Court Decrees? Yes / No

If Yes, give details \_\_\_\_\_

Have you ever been declared bankrupt or any IVA's, etc? Yes / No

If Yes, give details \_\_\_\_\_

## SECTION 3 - INCOME DETAILS

Current Employment Status (please circle):

Employed / Unemployed / Self-Employed / Independent Means / Contract Worker / Temp Worker / Student / Retired

**NOTE: If Self-Employed, a Director of your own Company, Retired or Independent Means, go to Section 4.**

Name Of Company \_\_\_\_\_ If Company Director, Company Number \_\_\_\_\_

Gross Salary \_\_\_\_\_ Shift Allowance \_\_\_\_\_ Overtime \_\_\_\_\_

Bonus \_\_\_\_\_ Car Allowance \_\_\_\_\_

Employer Contact Name \_\_\_\_\_ Employer Contact Number \_\_\_\_\_

Contact Position \_\_\_\_\_ E-mail \_\_\_\_\_

Is your current position going to change in the near future? Yes / No

**If Yes, please complete as below**

Future employment details (if current position is due to change in the near future)

Future Employment Status (please circle):

Employed / Unemployed / Self-Employed / Independent Means / Contract Worker / Temp Worker / Student / Retired

Name Of Company \_\_\_\_\_ Position which you will hold \_\_\_\_\_

Gross Salary \_\_\_\_\_ Shift Allowance \_\_\_\_\_ Overtime \_\_\_\_\_

Bonus \_\_\_\_\_ Car Allowance \_\_\_\_\_

Employer Contact Name \_\_\_\_\_ Employer Contact Number \_\_\_\_\_

E-mail \_\_\_\_\_

Do you have any other source of income? Yes / No

Additional Income (proof will be required):

Tax Credits £ \_\_\_\_\_ Disability Benefit £ \_\_\_\_\_ Child Maintenance £ \_\_\_\_\_

Housing Benefit £ \_\_\_\_\_ Carers Allowance £ \_\_\_\_\_ Fosterers Allowance £ \_\_\_\_\_

Child Benefit £ \_\_\_\_\_ Guardian Support £ \_\_\_\_\_ Employment Support Allowance £ \_\_\_\_\_

Other Additional Income £ \_\_\_\_\_ Description \_\_\_\_\_

#### **SECTION 4 - ACCOUNTANT / PENSION PROVIDER**

Self-Employment / Retired / Independent Means Start Date \_\_\_\_/\_\_\_\_/\_\_\_\_

Annual Income £ \_\_\_\_\_ Will accountant be verifying income? Yes / No

Does the applicant have a private pension? Yes / No How many? \_\_\_\_\_

Have finalised accounts been prepared? (please circle):

Yes - by accountant Yes - self-assessment No

Accountant / Pension Company Details:

Name Of Accountant \_\_\_\_\_

Tenant 2 Signature \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_

## Guarantor Agreement

We refer to the above mentioned property and your undertaking to stand as Guarantor. We wish to make it absolutely clear that the obligation of a Guarantor is to stand surety or in other words guarantee rent payments and other tenancy obligations.

The Guarantor is the Landlord's insurance policy against tenant default. The Guarantor must pay the Landlord the rent if the tenant defaults, and he pays the Landlord his losses, expenses or damages where the tenant fails to carry out his obligations under the lease.

With residential tenancies we do sometimes need to ask for a Guarantor particularly when a tenant has a low credit score. There are many reasons why a tenant may have a low credit score when credit checks are carried out. These include:

- ≡ Never having borrowed money or used credit cards
- ≡ No fixed address and/or not listed on the electoral role
- ≡ Lived at current address less than 6 months
- ≡ Lived abroad and returned to home country
- ≡ Worked for less than 6 months
- ≡ Student or job with low earnings
- ≡ History of debts, late payments or County Court Judgements (CCJs)

When a Guarantor enters into an agreement he or she agrees to meet the full obligations under the tenancy agreement on the tenant's behalf.

This may include rent arrears, damage to the property, or other liabilities and obligations arising from the tenant's failure to comply with the terms of the lease. The Guarantor is contractually bound to accept these legal liabilities of the tenant and will be sued if they don't comply.

A Guarantor will be required to do two things:

Agree to complete a Guarantor's Application Form and for Credit Searches and References to be checked.

Sign a Guarantor's Agreement prior to the tenancy start date. Keys will not be released to the tenant until we are in receipt of a signed Guarantor's Agreement.

As with most types of legal action, claims against Guarantors have been on the increase in recent years so the role of Guarantor is quite an onerous one and not one to be entered into lightly.

Yours sincerely,

Ryder & Dutton/Mortimers  
Property Management

I acknowledge that I have read, understood and agree to the above.

Signed \_\_\_\_\_

Print Name \_\_\_\_\_

# Guarantor Assessment Application details

Please complete the online application in full within 48 hours of receipt of the email.

Make sure your employer is aware Let Alliance will be contacting them.

If you do not have an email address, you will need to complete a full paper application and provide this to your agent.

## Property Details:

Please enter here the address of the property to which this application relates and the amount of the monthly rent.

House/Flat Number/Name			
Street			
Town	County		
Postcode	Total Rent (per month)	£	

## Guarantor Details:

Please give details of Guarantors:

Title	First Name	Middle Name	Surname	Income £	Share of Rent £
Nationality	Email Address	Date of Birth	Telephone Day	Telephone Mobile	Employment Status

Title	First Name	Middle Name	Surname	Income £	Share of Rent £
Nationality	Email Address	Date of Birth	Telephone Day	Telephone Mobile	Employment Status

Do any of the guarantors have any form of adverse credit history? i.e. (CCJ, bankruptcy, IVA etc) Yes / No (delete as appropriate)

If yes; please provide details of any adverse credit \_\_\_\_\_

What is your relationship to the tenant? \_\_\_\_\_

Please sign and date below.

Guarantor 1 signature \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_

Guarantor 2 signature \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_

## COMPANY APPLICATION

**AGENT NAME:** Ryder & Dutton/Mortimers

**AGENT CODE:** 600150

### SECTION 1 – TO BE COMPLETED BY THE LETTING AGENT

<b>Product required</b>	Reference:	Ultimate:	
	R/G period:	6 months:	12 months:
	Address Line 1:	.....	
	Address Line 2:	.....	
<b>Rental property address</b>	Address Line 3:	.....	
	Postcode:	.....	
	Initial tenancy term:	.....	
	Monthly Rental	£	.....
	Tenants being referenced	.....	
<b>Tenancy details</b>	Proposed tenancy start date:	...../...../.....	
	Is the Property	Let Only	Fully Managed

### SECTION 2 – COMPANY DETAILS

<b>Company details</b>	Full company trading name:	.....
	Director Name	.....
	Date of Incorporation:	.....
	Company registration number: (if limited)	.....
	Telephone No.....	Fax.....
	Email .....	.....

(Please provide three years trading address details)

<b>Current Address Details</b>	Address Line 1	.....
	Address Line 2	.....
	Address Line 3	.....
	Post Code	.....



**SECTION 5 – ACCOUNTANT DETAILS**

Accountant Practice Name: .....

Address line 1: .....

Address line 2: .....

**Accountant details** Address line 3: .....

Postcode: .....

Contact name: .....

Contact number: .....

Email: .....

**SECTION 6 – DECLARATION**

I hereby certify that the information provided is true and accurate and give permission for this information to be verified by third parties and disclosed as detailed above for the purpose of:

- Performing a credit search by a third party agency
- Contacting my current, previous employers and referees to confirm the details provided
- Fraud prevention, credit assessment and insurance decisions

I understand that the results of these searches will be provided to the Letting Agent and accessed again in the event of a default in my rental payments.

I understand that I can request the details of any credit reference agencies used so that I can verify with them the information provided.

I understand that if I default on my tenancy obligations, this information may be released to authorised debt recovery agencies and could affect any future applications I make for tenancies, credit and insurance.

I understand that providing false information may lead to early termination of any subsequent tenancy agreement. I am happy for Let Alliance to contact me in respect to this application if required. I have read and agree to be bound by the above terms.

Let Alliance will hold your details securely and will contact you in respect to this reference if required.

- Please tick here if you would like one of our Let Alliance Insurance Team to contact you to provide a quote for our specialist Contents Insurance and/or Liability Insurance, therefore providing you with peace of mind that your valuables and the landlords fixtures and fittings are protected.
- Please tick here if you would like our preferred partner rummage4utilities to contact you in order to offer you a broadband and/or telephone service designed specifically for tenants.

**Accessing your information**

The Act gives you the right to access information held about you. Your right of access can be exercised in accordance with the Act. Any access request may be subject to a fee of £10 to meet our costs in providing you with details of the information we hold about you

Please send any questions, comments, complaints or requests regarding this privacy notice to your letting agent. I confirm I have read and understood the above information, including the privacy notice, and consent to comply with the terms outlined.

Signed on behalf of the company:

Date:

Print name:

Position held:

**PLEASE RETURN THIS APPLICATION FORM TO YOUR LETTING AGENT SHOULD YOU HAVE ANY QUESTIONS REGARDING YOUR APPLICATION PLEASE DO NOT HESITATE TO CONTACT US ON 01244 421 261 OR EMAIL US AT TENANT@LETALLIANCE.CO.UK**



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**Please be aware that some advice in this guide may be affected by the latest coronavirus (COVID-19) guidance for renting.**

**Please refer to guidance for landlords, tenants and local authorities reflecting the current COVID-19 outbreak.**

The landlord, or the letting agent, should give the current version of this guide to the tenant when a new assured shorthold tenancy starts. There is no requirement for a landlord to provide the document again if the assured shorthold tenancy is renewed, unless the document has been updated.

## Who is this guide for?



This guide is for people who are renting a home privately under an assured shorthold tenancy, either direct from a landlord or through a letting agency. Most of it will equally apply if you are in a shared property but in certain cases, [your rights and responsibilities will vary](#).

The guide does not cover [lodgers](#) (people who live with their landlord) or people with [licences](#) (such as many property guardians – see this [specific guidance](#)) – nor tenants where the property is not their main or only home.

# 1. Assured shorthold tenancies

When you enter an [assured shorthold tenancy](#) – the most common type – you are entering into a contractual arrangement.

This gives you some important rights as well as some responsibilities.

This guide will help you to understand what your rights are, what responsibilities you have and what questions to ask.

This will help you create a positive relationship with your landlord, but will also tell you how to get help if things go wrong.

Take your time to read documents and contracts carefully. When you rent a home, people sometimes expect you to make a quick decision, or to sign documents before you've had time to think about them.

You shouldn't feel forced into a decision and it is important to understand the terms and conditions of any contract you are agreeing to before you sign it.

Your landlord must provide you with a copy of this guide, so **use the checklist and keep it safe** to protect yourself from problems at every stage.



## 2. Before you start

### Key questions

- **Is the landlord or letting agent trying to charge any fees?** For example, for holding the property, viewing the property or setting up a tenancy agreement? Since 1 June 2019, most fees charged in connection with a tenancy are banned. A charge to reserve a property is permitted but it must be refundable and it cannot equate to more than 1 weeks' rent. Viewing fees and tenancy set-up fees are not allowed. See '[Permitted fees](#)' below for more details.
- **How much is the deposit?** Since 1 June 2019, there has also been a cap on the deposit that the tenant is required to pay at the start of the tenancy. If the total annual rent is less than £50,000, the maximum deposit is 5 weeks' rent. If the annual rent is £50,000 or above, the maximum deposit is 6 weeks' rent. The deposit must be refundable at the end of the tenancy, usually subject to the rent being paid and the property being returned in good condition, and it must be 'protected' during the tenancy. See '[Deposit protection](#)' below.
- **How long do you want the tenancy for?** The landlord must allow you to stay in the property for a minimum of 6 months. Most landlords offer tenancies for a fixed term of 6 or 12 months. However, it is possible to negotiate a longer tenancy. Alternatively, you could agree to a tenancy which rolls over on a weekly or monthly basis. These tenancies have no fixed end date, but the landlord must allow you to stay in the property for at least 6 months.
- **What can you afford?** Think about how much rent [you can afford to pay](#): 35% of your take-home pay is the most that many people can afford, but this depends on what your other outgoings are (for example, whether you have children).
- **Are you are entitled to Housing Benefit or Universal Credit?** If so, you may get help with all or part of your rent. If you are renting from a private landlord you may receive up to the Local Housing Allowance (LHA) rate to cover or help with the cost of rent. Check with this [online calculator](#) to see if you can afford to live in the area you want. You should also look at this advice about [managing rent payments on Universal Credit](#).
- **Which area you would like to live in and how you are going to look for a rented home?** The larger the area where you are prepared to look, the better the chance of finding the right home for you.
- **Do you have your documents ready?** Landlords and agents will want to confirm your identity, [immigration status](#), credit history and possibly employment status.
- **Do you have the right to rent property?** Landlords in England must check that all people aged 18 or over, living in their property as their only or main home have the right to rent. Landlords must carry out this check before the start date of your tenancy agreement. There are two types of right to rent checks; a manual document-based check or a check via the Home Office online checking service. Your landlord can't insist which option you choose but not everyone can use the online service.  
  
Further information on how to prove your right to rent to a landlord can be found on [GOV.UK](#).
- **Will you need a rent guarantor?** Some landlords might ask someone to [guarantee your rent](#). If you don't have a guarantor, you can ask [Shelter](#) for advice.

## Ways to rent a property

### Direct from the landlord

- Look for landlords who belong to an [accreditation scheme](#). Accreditation schemes provide training and support to landlords in fulfilling their legal and ethical responsibilities. Your [local authority](#) can advise you about accreditation schemes operating in your area. The [National Residential Landlords Association](#) and the [Guild of Residential Landlords](#) run national schemes.

### Through a letting agent

- Letting agents must be a member of a redress scheme. You should check which [independent redress scheme](#) the agent is a member of in case you have an unresolved dispute.
- If they receive money from you such as rent payments, you should also check they are a member of a client money protection scheme. See a [list of approved schemes](#). By law, this information should also be clearly visible to you at the agent's premises and on their website.
- Reputable agents are often accredited through a professional body such as [ARLA](#), [Propertymark](#), [GPP](#), [Safeagent](#), [RICS](#) or [UKALA](#).



### Watch out for scams!

Be clear who you are handing money over to, and why.



# 3. Looking for your new home

## Things to check

- **Deposit cap.** Check that the tenancy deposit you're being asked for is not more than 5 weeks' worth of rent (where annual rent is less than £50,000) or 6 weeks' rent (where annual rent is more than £50,000).
- **Deposit protection.** If the landlord asks for a deposit, check that it will be protected in a [government approved scheme](#). Some schemes hold the money, and some insure it. You may be able to access a [bond or guarantee scheme](#) that will help you put the deposit together. Contact your local authority for advice.
- **You may be offered a deposit replacement product as an alternative to a cash deposit.** A landlord or agent cannot require you to use a deposit replacement product but may allow it as an option without breaking the Tenant Fees Act. There are several different deposit replacement products available on the market. Depending on the product, you may be required to pay a non-refundable fee up-front (often equivalent to one week's rent) and/or a monthly payment for the duration of your tenancy. With most products you will still be responsible for the costs of any damages incurred at the end of the tenancy or required to pay an excess on any claim for damages or unpaid rent. It is strongly advised to always check the terms and conditions and to see if it is regulated by the [Financial Conduct Authority \(FCA\)](#).
- **Length of tenancy.** There is usually a fixed period of 6 or 12 months. If you want more security, it may be worth asking whether the landlord is willing to agree to a longer fixed period. Alternatively, you may be offered a weekly or monthly assured shorthold tenancy which does not last for a fixed period. Even with those tenancies, however, the landlord must allow you to stay in the property for a minimum of 6 months.
- **Smoking and pets.** Check if there are any rules about them, as well as for other things such as keeping a bike, dealing with refuse and recycling.
- **Bills.** Check who is responsible for bills such as electricity, gas, water and council tax. You or the landlord? Usually the tenant pays for these. Advice on paying bills is available [here](#).
- **Fixtures and fittings.** Check you are happy with them, as it is unlikely that you will be able to get them changed once you have moved in.
- **Smoke alarms and carbon monoxide detectors.** Landlords must have **at least** one smoke alarm installed on every storey of a property they let out. In addition, if you have solid fuel appliances like wood burning stoves or open fires, check carbon monoxide detectors must be provided. If not, your landlord must install them. They could save your life.
- **Safety.** Check that the property is safe to live in. Use the [How to rent a safe home](#) guide to help you identify possible hazards.
- **Fitness for human habitation.** Your property must be safe, healthy and free from things that could cause serious harm. If not, you can take your landlord to court. For more information, see the [tenants' guide on using the Homes \(Fitness for Human Habitation\) Act 2018](#). You should also check whether your tenancy agreement excuses you from paying rent should the building become unfit to live in because of, for example, a fire or flood.

## Check who your landlord is

Make sure you have the name of your landlord and an address in England or Wales where the landlord will accept service of notices, in writing. Landlords are obliged to provide you with this information and the rent is not 'lawfully due' until they do so.

If the property is a flat, ask whether the landlord is the owner or leaseholder of the flat, and ask whether the freeholder, for example the owner of the block, has agreed to the flat being let out. If the landlord has a mortgage ask whether the mortgage company has agreed to the letting. The landlord may not need the freeholder's consent but, if there is a mortgage, the lender's consent will always be needed. Be aware that you may have to leave the property if the landlord does not keep up the mortgage payments.

If the property is a house, ask whether the landlord is the owner, whether the landlord has a mortgage and whether the mortgage company has agreed to the letting. You may have to leave the property if the landlord does not keep up the mortgage payments.

If the 'landlord' is not the property owner – and they claim to be a tenant, a family member or a friend, be very cautious, as it could be an unlawful sub-letting.

## Permitted fees

The government's guidance on the Tenant Fees Act contains information about the fees that letting agents and landlords are prohibited to charge tenants, as well as the fees that are permitted.

Permitted fees are as follows:

- rent
- a refundable tenancy deposit capped at no more than 5 weeks' rent where the total annual rent is less than £50,000, or 6 weeks' rent where the total annual rent is £50,000 or above
- a refundable holding deposit (to reserve a property) capped at no more than 1 week's rent
- payments associated with early termination of the tenancy, when requested by the tenant
- payments capped at £50 (or reasonably incurred costs, if higher) for the variation, assignment or novation of a tenancy
- payments in respect of utilities, communication services, TV licence and Council Tax
- a default fee for late payment of rent and replacement of a lost key/security device giving access to the housing, where required under a tenancy agreement

All other fees, including the following, are banned:

- viewing fees, any charge for viewing the property
- tenancy set up fees, any charge for setting up the tenancy or contracts
- check out fees, any charge for leaving the property
- third party fees, any charge for anything that is done by someone other than the landlord or tenant but that the landlord must pay for

## Licensing requirements

### Houses in Multiple Occupation (HMOs)

HMOs are usually properties where three or more unrelated people share facilities such as a kitchen or bathroom.

Some HMOs must be [licensed](#). Check that your landlord has the correct licence. Landlords of licensed HMOs **must by law** give tenants a statement of the terms on which they live in the property.

### Selective Licensing

Some single family dwellings may also need to be licensed. Check with your local authority whether the house is within a selective licensing scheme area. Selective licensing enables a local housing authority to require all landlords of privately rented housing in a designated area to obtain a licence for each individual property. It gives the local housing authority powers to inspect properties and enforce standards to address specific property issues.



## 4. When you've found a place

### Check the paperwork

- Tenancy Agreement.** Make sure you have a written tenancy agreement and read it carefully to understand your rights and responsibilities before you sign it. The landlord or agent usually provides one, but you can ask the landlord or agent to consider using a different version instead. The government has published a [model tenancy agreement](#) which can be downloaded for free. If you have any concerns about the agreement, seek [advice](#) before you sign. If you are unhappy with the tenancy agreement, the Tenant Fees Act allows tenants to walk away from unfair terms without forfeiting the holding deposit.
- Inventory.** Agree an inventory (or check-in report) with your landlord before you move in and, as an extra safeguard, make sure that you take photos. This will make things easier if there is a dispute about the deposit at the end of the tenancy. If you are happy with the inventory, sign it and keep a copy. From 1 June 2019, landlords/letting agents cannot charge certain fees – see the government's [guidance](#) for more information.
- Meter readings.** Remember to take meter readings when you move in. Take a photo showing the meter reading and the date and time, if possible. This will help make sure you don't pay for the previous tenant's bills.
- Contact details.** Make sure that you have the correct contact details for the landlord or agent, including a telephone number you can use in case of an emergency. You are legally entitled to know the name and address of your landlord.
- Code of practice.** Ask whether your landlord or agent has signed a code of practice, which may give you additional assurance about their conduct and practices.



## The landlord must provide you with:

- A copy of this guide 'How to rent: the checklist for renting in England' when a new tenancy starts as a printed copy or, if you agree, via email as a PDF attachment.
- A gas safety certificate. The landlord must provide you with a copy of this certificate before you enter into occupation of the property and must give you a copy of the new certificate after each annual gas safety check, if there is a gas installation or appliance.
- Deposit paperwork. If you have provided a deposit, the landlord must protect it in a government approved scheme within 30 days and provide you prescribed information about it. Make sure you get the official information from your landlord, and that you understand how to get your money back at the end of the tenancy. Keep this information safe as you will need it later.
- The Energy Performance Certificate (EPC). Your landlord must provide you with a copy of the EPC, which contains the energy performance rating of the property you are renting, free of charge at the onset of your tenancy. As of April 2020, all privately rented properties must have an energy performance rating of EPC Band E or above (unless a valid exemption applies) prior to being let out. You can also search online for the EPC and check its rating on <https://www.epcregister.com/>.

## The landlord should also provide you with:

- A record of any [electrical inspections](#).
- Under the Electrical Safety Standards in the Private Rented Sector (England) Regulations 2020, landlords have to get their property electrics checked at least every five years by a properly qualified person. This applies to new tenancies from 1 July 2020 and existing tenancies from 1 April 2021. The electrics must be safe and your landlord must give you proof of this. For more information please see our [guidance on electrical safety standards in the private rented sector](#).
- Evidence that smoke alarms and any carbon monoxide alarms are in working order at the start of the tenancy. Tenants should then regularly check they are working.

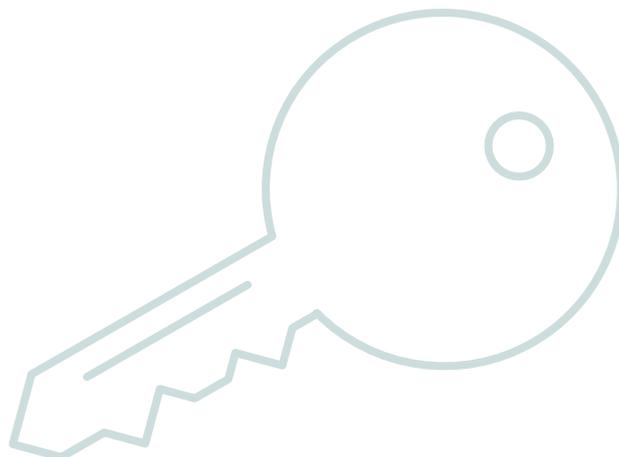
## 5. Living in your rented home

### The tenant must...

- Pay the rent on time.** If your rent is more than 14 days late, you could be liable for a default fee. A default fee for late payment of rent is limited by the Tenant Fees Act to interest on the outstanding amount, capped at 3% above Bank of England base rates. The landlord/agent cannot charge any other fees. For more information, please read the [Government's guidance](#) for tenants on the Tenant Fees Act 2019. Further, you could lose your home because you have breached your tenancy agreement. If you have problems, [GOV.UK](#) has links to further advice. Check out these [practical steps for paying your rent on time](#).
- Pay any other bills** that you are responsible for on time, such as council tax, gas, electricity and water bills. If you pay the gas or electricity bills, you can [choose your own energy supplier](#).
- Look after the property.** Get your landlord's permission before attempting repairs or decorating. It's worth getting contents insurance to cover your possessions too, because the landlord's insurance won't cover your things.
- Be considerate to the neighbours.** Anti-social behaviour may be a reason for your landlord to evict you.
- Not take in a lodger** or sub-let without checking whether you need permission from your landlord.

### The tenant should...

- Make sure you know how to operate the boiler and other appliances and know where the stopcock, fuse box and any meters are located.
- Regularly test your smoke alarms and carbon monoxide detectors – at least once a month.
- Report any need for repairs to your landlord. If you think there are any repairs that are needed, you should report these to your landlord. Failure to report the need for repairs could be a breach of your tenancy agreement. In extreme circumstances there may be a risk to your deposit if a minor repair turns into a major problem because you did not [report it](#).
- Consider obtaining insurance for your contents and belongings – the landlord will usually have insurance for the property but it will not cover anything that belongs to you.
- Consider if having a smart meter installed would save you money, if you are responsible for paying the energy bills. Read guidance about your rights and information about how to get a smart meter. We'd recommend that you tell your landlord before you get one.
- And don't forget to [register to vote](#).



## The landlord must...

- Maintain the structure** and exterior of the property.
- Ensure the property is free from serious hazards** from the start of and throughout your tenancy.
- Fit [smoke alarms](#)** on every floor and [carbon monoxide alarms](#) in rooms with appliances using solid fuels – such as coal and wood – and make sure they are working at the start of your tenancy. If they are not there, ask your landlord to install them.
- Deal with any problems** with the water, electricity and gas supply.
- Maintain** any appliances and furniture they have supplied.
- Carry out most [repairs](#)**. If something is not working, [report it](#) to your landlord or agent as soon as you can.
- Arrange an annual [gas safety check](#)** by a Gas Safe engineer (where there are any gas appliances).
- Arrange a five-yearly electrical safety check** by a qualified and competent person (this applies to new tenancies from 1 July 2020 and existing tenancies from 1 April 2021).

- Seek your permission to access your home and give at least 24 hours' notice of proposed visits** for things like repairs and those visits should take place at reasonable times – neither the landlord nor the letting agent is entitled to enter your home without your express permission.
- Get a licence for the property** if it is a [licensable property](#).
- Ensure the property** is at a [minimum of EPC energy efficiency band E](#) (unless a valid exemption applies).

## The landlord should...

- Insure the building to cover the costs of any damage from flood or fire.
- Check regularly to ensure all that products, fixtures and fittings provided are safe and that there haven't been any product recalls. Help is available at [the Royal Society for the Prevention of Accidents \(ROSPA\)](#), [Trading Standards](#) and [the Child Accident Prevention Trust](#).
- Ensure blinds are safe by design and they do not have looped cords. This is especially important in a child's bedroom. More information can be found at <https://www.rospa.com/campaigns-fundraising/current/blind-cord>.



## 6. At the end of the fixed period

### If you want to stay

Should you wish to extend your tenancy after any initial fixed period, there are a number of important issues to consider. Check [Shelter's website](#) for advice.

### Do you want to sign up to a new fixed term?

If not, you will be on a 'rolling periodic tenancy'. This means you carry on as before but with no fixed term – your tenancy agreement should say how much notice you must give the landlord if you want to leave the property – one month's notice is typical. Shelter publishes advice on how you can end your tenancy.

### Your landlord might want to increase your rent

Your landlord can increase your rent by agreement, or as set out in your tenancy agreement, or by following a [procedure set out in law](#).

The deposit cap introduced by the Tenant Fees Act 2019 means you may be entitled to a partial refund of your tenancy deposit. The government's [guidance](#) on the Act explains whether this affects you.

### If you or the landlord want to end the tenancy

The government has announced that it plans to put an end to 'no fault' section 21 evictions by changing existing legislation. Landlords will still be able to issue you with a section 21 possession notice until new legislation comes into effect. If you receive a section 21 notice from your landlord, seek advice from [Shelter](#) or [Citizens Advice](#). If you are eligible for legal aid, you can also contact [Civil Legal Advice](#) for free and confidential advice.

There are things that both landlords and tenants must do at the end of the tenancy:

#### Giving notice

It is a legal requirement for landlords to give you [proper notice](#) if they want you to leave, and they can only legally remove you from your home with a court order. Normally, the landlord must allow any fixed period of the tenancy to have expired, and they must have given you the correct period of notice, which varies depending on the type of tenancy and the reason your landlord wants you to leave.

If you have been served with a notice that your landlord wants you to leave, you should read it at once. The notice should contain helpful information. Acting on it straight away may, in certain circumstances, allow you to keep your home. If you are unsure how to respond or worried that you will become homeless, you should access advice and support as soon as possible, for example through contacting [Citizens Advice](#) and/or [Shelter](#), who can provide free, expert advice on your individual circumstances. If you are eligible for legal aid, you can also contact [Civil Legal Advice](#) for free and confidential advice.

For more information about your rights and responsibilities when your landlord wants you to leave your home, see [Understanding the possession action process: A guide for private landlords in England and Wales](#).

### **If you want to end the tenancy**

Your tenancy agreement should say how much notice you must give the landlord if you want to leave the property. One month's notice is typical. If you want to leave the property, you must give notice to your landlord in writing – make sure you keep a copy of the document and a record of when it was sent. Please see 'If things go wrong' below if you wish to leave sooner than the notice period set out in the tenancy agreement.

### **Rent**

Make sure that your rent payments are up to date. Do not keep back rent because you think that it will be taken out of the deposit.

### **Bills**

Do not leave bills unpaid. This might have an impact on your references and credit rating.

### **Clear up**

Remove all your possessions, clean the house, dispose of rubbish and take meter readings. Try to leave the property in the same condition that you found it in. Check this against your copy of the inventory and take photos that show how you have left the property.

Dispose of any unwanted furniture via a local collection service.

### **Return the keys**

Return all sets of keys that were provided. If you do not, the landlord may charge you for changing the locks.

### **Inspection**

Try to be present when the property is inspected to check whether any of the tenancy deposit should be deducted to cover damage. If you do not agree with proposed deductions contact the relevant [deposit protection scheme](#).



## 7. If things go wrong

Most problems can be resolved quickly and easily by talking to your landlord or letting agent.

There are often legal protections in place too for the most common problems that you may experience during the tenancy – the following links will tell you what they are or where to look for help:

- **If you have a complaint about a letting agent's service** and they don't resolve your complaint, you can complain to an [independent redress scheme](#). Letting agents must be a member of a government approved redress scheme.
- **If you wish to leave the property within the fixed term, or more quickly than permitted in the tenancy agreement** you should discuss this with your landlord. If your landlord or letting agent agrees to end the tenancy early, you should make sure that this is clearly set out in writing and that you return all your sets of keys. If you do not, your landlord may make a court claim against you, to obtain possession of the property. You could be charged if you want to end the tenancy early, although this fee must not exceed the loss incurred by the landlord or the reasonable costs to your letting agent if you are renting through them. Unless or until a suitable replacement tenant is found, you will be liable for rent until your fixed-term agreement has ended or, in the case of a statutory periodic tenancy, until the required notice period under your tenancy agreement has expired. The government's guidance on the [Tenant Fees Act](#) contains more information.
- **If you are having financial problems**, or are falling into rent arrears, speak to your landlord as they may be helpful, and are likely to be more sympathetic if you talk to them about any difficulties early on. Should you need further help contact your local housing authority, [Citizens Advice](#) or [Shelter](#) as soon as possible. If you are eligible for legal aid, you can also contact [Civil Legal Advice](#) for free and confidential advice. Check out these [practical steps for managing your rent payments](#).
- **If the property is in an unsafe condition** and your landlord won't repair it – contact your [local authority](#). They have powers to make landlords deal with serious health and safety hazards. You can also report this to your local Trading Standards.
- **You may be able to take your landlord to court yourself** if you think the property is not fit for habitation, under the [Homes \(Fitness for Human Habitation\) Act 2018](#). The court can make the landlord carry out repairs and can also make the landlord pay you compensation. You may also be able to take your landlord to court if they do not carry out some repairs. For more information, please see the [Shelter advice](#) on section 11 of the Landlord and Tenant Act 1985.
- **If you have a serious complaint about the property** and your local authority has sent a notice to the landlord telling them to make repairs, your landlord [may not be able to evict you](#) with a section 21 notice (no fault eviction) for 6 months after the council's notice. You can still be [evicted](#) with a section 8 notice if you break the terms of your tenancy.
- **Failure to comply with a statutory notice is an offence.** Depending on the notice, local authorities may prosecute or fine the landlord up to £30,000. **Local authorities have powers to apply for banning orders** which prevent landlords or property agents from managing and/or letting out property if they are convicted of certain offences. If a landlord or property agent receives a banning order, they will be added to the Database of Rogue Landlords and Property Agents. There is a specific process for this, which can be found [here](#).

- **If a landlord or letting agent charges you a prohibited payment** (a banned fee according to the Tenant Fees Act 2019) or unlawfully retains a holding deposit they could be liable for a fine of up to £5,000 and if there are multiple breaches they could be liable for a fine up to £30,000 as an alternative to prosecution. Local authorities are responsible for issuing these fines. Landlords or letting agents cannot rely on giving notice under section 21 to obtain a possession order if they have not repaid any unlawful fees or deposits they have charged under the terms of the Act.
- **If your landlord is making unannounced visits or harassing you** – contact your local authority, or if more urgent dial 999.
- **If you are being [forced out illegally](#)** contact your [local authority](#). Shelter and Civil Legal Advice (see Help and Advice below) may also be able to help you. If your landlord wants you to leave the property, they must notify you in writing, with the [right amount of notice](#). You can only be legally removed from the property if your landlord has a court order for possession and a warrant is executed by court bailiffs or sheriffs.
- If you live with your partner and you separate, you may have [the right to carry on living in your home](#).
- **If you are concerned about finding another place to live**, then contact the Housing Department of your [local authority](#) straight away. Depending on your circumstances, they may have a legal duty to help you find accommodation and they can also provide advice. The local authority should not wait until you are evicted before taking action to help you.

If you are concerned about finding another place to live, then contact the Housing Department of your [local authority](#) straight away.

## Protection from eviction

Landlords must follow strict procedures if they want you to leave your home. They may be guilty of harassing or illegally evicting you if they do not follow the correct procedures.

Landlords must provide you with the correct notice period and they can only legally remove you from your home by obtaining a court order for possession and arranging for a warrant to be executed by court bailiffs or sheriffs. See [Understanding the possession action process: A guide for private residential tenants in England and Wales](#).

## Rent Repayment Orders

Rent Repayment Orders require a landlord to repay a specified amount of rent to a tenant and/or a local authority, where there has been, for example, an illegal eviction or failure to licence a property that requires licensing.

Rent Repayment Orders also cover breach of a banning order or failure to comply with certain statutory notices. Where a Rent Repayment Order is made, local authorities may retain the money if the tenant's rent was paid by state benefits. Where a tenant has paid rent themselves, the money is returned to them. If benefits covered part of the rent, the amount is paid back pro-rata to the local authority and the tenant.

If you are reading a print version of this guide and need more information on the links, please [contact us](#) or on 0303 444 0000 or at 2 Marsham Street, London, SW1P 4DF.

## 8. Further sources of information

Read further information about [landlords' and tenants' rights and responsibilities](#).

Read the government's [guidance on the Tenant Fees Act](#). This includes:

- what the Tenant Fees Act covers**
- when it applies and how it will affect you**
- helpful Q&A**

### Tenancy deposit protection schemes

Your landlord must protect your deposit with a government-approved tenancy deposit scheme.

- [Deposit Protection Service](#)
- [MyDeposits](#)
- [Tenancy Deposit Scheme](#)

### Client money protection schemes

Your agent must protect money such as rent payments through membership of a government approved client [money protection scheme](#).

### Letting agent redress schemes

Every letting agent must belong to a government approved redress scheme.

- [The Property Ombudsman](#)
- [Property Redress Scheme](#)

### Homes (Fitness for Human Habitation) Act 2018

[Guide for tenants](#)

### Help and advice

- [Citizens Advice](#) – free, independent, confidential and impartial advice to everyone on their rights and responsibilities.
- [Shelter](#) – housing and homelessness charity who offer advice and support.
- [Crisis](#) – advice and support for people who are homeless or facing homelessness.
- [Your Local Housing Authority](#) – to make a complaint about your landlord or agent, or about the condition of your property.
- [Civil Legal Advice](#) – if you are eligible for legal aid, you can access free and confidential advice.
- [Money Advice Service](#) – free and impartial money advice.
- [The Law Society](#) – to find a lawyer.
- [Gas Safe Register](#) – for help and advice on gas safety issues.
- [Electrical Safety First](#) – for help and advice on electrical safety issues.
- [Marks Out Of Tenancy](#) – information for current and prospective tenants.

### Also in this series

The government's [How to rent a safe home](#) guide helps current and prospective tenants ensure that a rented property is safe to live in.

The government's [How to let](#) guide provides information for landlords and property agents about their rights and responsibilities when letting out property.

The government's [How to lease](#) guide helps current and prospective leaseholders understand their rights and responsibilities.

The government's [How to buy a home](#) guide provides information to home buyers.

The government's [How to sell a home](#) guide provides information to those looking to sell their home.

