

# Tenancy Applications INFORMATION TO APPLICANTS

# LANDLES

ESTATE AGENTS LETTINGS & MANAGEMENT SURVEY & VALUATION

- ALL applications are dealt with on their individual merits.
  - An Application can only be progressed when the NAMED applicants/s have viewed the property.
  - An application that does meet the basic proof of income level criteria set out below, will, in almost all circumstances, require a UK based Guarantor to the tenancy.
  - Applications are not dealt with on a first come first served basis.
  - Basic criteria for tenancy applications are set out below.
  - Unsuccessful application documentation is shredded.
  - Lists for upcoming rental properties are not held.
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1. **PROOF OF IDENTITY** : We will require **4 pieces of proof of identity/address** (see attached sheet) in order to progress your Application.
  2. **Provision of BANK STATEMENTS** Banks no longer supply Status enquiry requests on potential tenant's bank accounts. Therefor your application form **MUST include at least 3 months bank statements** (6 months for self-employed and in due course a letter from your accountant confirming your income may also be required. )
  3. **Income Level and Affordability** Different Landlords take different views on the level and sources of income they prefer to see as evidence of affordability. A general guide can be evidence of gross combined annual household regular income of 30 x the monthly rent. Evidence of employment etc is also taken into account, as is other sources of income
  4. **Guarantor:** Someone who is willing to give a legally bound guarantee to paying the rent and observing the conditions of the tenancy agreement for the duration of the tenancy. A Guarantor will be referenced in the same way as the person/s applying for the tenancy. They will be required to undergo a credit check and employment check/source of funds check. You should let your guarantor know in advance. A Guarantor will almost always need to be a UK property owner with evidence of equity level provided.
  5. **Right to rent – Immigration Status** Letting agents are under statutory requirements to seek to establish a prospective tenant/s immigration status in relation to non UK resident / EU citizens / non EU citizens. LANDLES will follow published government guidance.
  6. **Submission of Application to Landlord** Upon receiving your application, the agents will then put forward the details to the Landlord for their consideration. There may be other applications received on this property which will also be put forward to the Landlord. If there are any particular matters you wish to discuss about the tenancy or property prior to submitting your application form, then speak to the Agents.
  7. **Application process** Once the Landlord has made a decision on who they wish to proceed with, subject to Contract and references, the applicant will be contacted by the Agents. The Agents will then obtain any further details required from you and set out the procedure by letter to you.
  8. **Any unsuccessful applicants** will also be advised by email – no reasons for the decision will be given – it is either “accepted” or “declined”.
  9. **Subject to References and Subject to Contract** Please note that at this stage your application remains subject to satisfactory responses to references and enquiries that will be made on you by the Agents and referred to the Landlord. As well as our own enquiries we may use specialist referencing providers. If you are contacted by one of our preferred referencing providers please supply the details they require in order to progress your application.
  10. **Bankers Order** Most monthly rental payments are required to be paid by tenants in the form of standing order from their bank account. The Agents will provide a Bankers Order set up form that the tenant will be required to sign upon commencement.
  11. **The Tenancy Agreement** A *Tenancy Agreement* is an important document as it contractually binds both parties upon commencement. As tenants you will be contracting to pay the rent agreed for the initial fixed term and for your period of occupation thereafter and to abide by the obligations set out in the Agreement. The Landlord also contracts to certain obligations under the Agreement. After the initial fixed agreed term either the Landlord or tenant can bring the tenancy to an end. If either parties wish to continue then the tenancy can continue on a monthly basis or if specifically agreed, another fixed term.
  12. **Joint Tenants** Where there is more than one named tenant to the Agreement then all named tenants will be jointly and severally liable under the Agreement. This means that if you were sharing and one party left for whatever reason, the remaining party will be responsible for all of the rent and other obligations under the Agreement. All persons of 18 years or over will need to be named on a Tenancy Agreement.
  13. **The Initial Fixed Term** If a tenant wished to cease the tenancy during the initial agreed fixed term this may only be possible under certain circumstances. Should this event arise then the Agents will seek the Landlord's instructions. If the Landlord agrees then the Agents may be able to seek new tenants. You would remain liable for the remaining fixed

term plus one calendar months' notice period until new tenants could commence. You would also be liable for any costs, charges or fees to the Landlord in finding new tenants.

14. **Independent Advice** LANDLES will be pleased to answer any questions you may have prior to taking on a tenancy, however, we strongly recommend that you obtain your own independent advice prior to entering into an agreement.

**Some typical Tenant Obligations under a Tenancy Agreement**

The full terms of the tenancy agreement are set out in detail in the actual agreement. However answers to some of common questions that arise are set out below (Please ask a member of staff if you require clarification on any of the matters);

- *Where a property is served by a septic tank or cesspit the tenant is responsible for the reasonable cost of emptying or cleaning as required during the tenancy.*
- *If the tenant causes any services or utility to be cut off during or at the end of tenancy they will be liable for the costs of reconnection.*
- *If any Housing Benefit has to be repaid by the Landlord or the Agent due to any recalculation by the local authority the tenant and/or the Guarantor will be liable to reimburse the Landlord or Agent up to a period of 6 years from the determination of the tenancy agreement.*
- *Replace any broken windows, or repair any other damage caused. Landlords insurance may cover larger occurrences however the tenant will be responsible for the reasonable excess payable under the insurance policy*
- *Tenants belongings, furnishings, equipment within the premises are not covered by any insurance of the Landlord, Tenants must have their own insurance on their belongings.*
- *The Landlord is not responsible for the connection of a telephone line at the property.*
- *It is the tenant's responsibility once every 9 months to have any working chimney swept by an appropriately qualified person.*
- *The tenant is to clean windows internally and externally during the tenancy and within one month prior to the end of the tenancy.*
- *The tenant is to replace any light bulbs as required at the end of the tenancy.*
- *The tenant is responsible during the tenancy to test at regular intervals (once a week) smoke alarms and carbon monoxide alarms and replace any batteries when required.*
- *Blockages – it is the tenant's responsibility to clear any blockages in sinks, waste pipes, basins, WCs, caused by use, action or inaction of the tenant. Any consequential damage resulting from improper use or inaction will be the responsibility of the tenant.*
- *The tenant must take reasonable steps to adequately heat and ventilate the premises in order to help prevent condensation and if condensation does occur to promptly wipe down and clean surfaces to stop the build-up of mould growth etc.*

**At the End of the Tenancy**

- *To clean the property to a professional standard.*
- *To remove all rubbish from the property and ensure it is stored in the appropriate bins.*
- *To remove all belongings and personal affects.*
- *To provide a forwarding address to the Landlord or their Agent for ease of communication including the process evolved in the return of the deposit.*
- *To provide the Landlord or their Agent with full details of accounts for utility suppliers.*

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**FEES TO TENANTS:**

v: June 2019

*Some or all of the following fees and charges will apply to tenants depending on what service the Landlord is provided with;*

- **Tenancy Applications & Sign Up:** No charge to tenant
- **Deposit:** Maximum 5 weeks rent (annual rent ÷ 52 x 5)
- **Holding Deposit:** Some landlords require a "holding Deposit" to reserve a property of 1 x a week's rent
- **Pets:** If the landlord is willing to grant permission for a specified pet then they may require a higher rent.
- **Additional Persons During Tenancy (Variation of Agreement):** To add any additional persons to the Tenancy Agreement during the course of the tenancy (subject to landlord's approval – payable on application) @ £50 including VAT.
- **Unpaid / Rent e.g. rental payments not paid by the due date:** Interest payable @ 5% above the Bank of England Base Rate from the due date.
- **Payments for Council Tax:** Tenant's responsibility.
- **Payments for all Utilities:** Tenant's responsibility.
- **Default / Breach of Tenant's Covenant:** Reasonable associated costs of remedy apply.

If you have any further questions regarding these fees please ask a member of staff

**Payment Methods; We can accept payment by cash or debit card.**

**LANDLES** Email: [info@landles.co.uk](mailto:info@landles.co.uk)

Regulated by RICS with Client Money Protection Scheme  
Statutory Clients Accounts - *for the collection and holding of rent & deposits*  
ARLA licenced member  
Independent redress via "The Property Redress Scheme"  
Member of "TDS" (Tenancy Deposit Scheme)