

# **TENANTS TERMS AND CONDITIONS**

Please read thoroughly, paying attention to those items in bold and sign:

## **A. FEE OF INTENT**

1. **The fee of intent is two weeks rent which is payable with our Administration and reference fees (see 3.1) payable in Banker's Draft or cash or bank transfer.**
  - a) The Fee of Intent reserves the property for you for a maximum of half a month.
  - b) The Administration fee and reference fees are non-refundable if references already started..
  - c) If you withdraw from the proposed tenancy, fail a credit rating, or fail to disclose information which leads to the refusal of a tenancy you will forfeit **up to the maximum** of the Fee of Intent. In this case, the Fee of Intent may be passed to the Landlord as compensation for withdrawing the property from the market or retained by the Agent to cover the cost of additional administration or other costs incurred during the initial progression of the tenancy.
  - d) Subject to satisfactory references and the Landlord's approval, the fee of intent will form part of the Dilapidations deposit (as "B" below).
  - e) If the Landlord withdraws from the proposed tenancy (unless for reasons of unsatisfactory references or failure of a credit check), then the fee of intent will be refunded to the tenant in full.

## **B. MONIES PAYABLE BY TENANT**

### **1. DEPOSIT**

- 1.1 One and a half month's rent as Deposit, or if pets agreed two month's. This Deposit is held either by Ellisons or by the Landlord. Ellisons is a member of the TDS and we hold all deposits in line with the terms of this scheme which is administered by:

#### **The Dispute Service Ltd**

Tenancy Deposit Scheme (TDS), PO Box 1255, Hemel Hempstead, Herts, HP1 9GN

Email: [\*\*deposits@tds.gb.com\*\*](mailto:deposits@tds.gb.com)

[\*\*www.tds.gb.com\*\*](http://www.tds.gb.com)

- 1.2 Ellisons holds the deposit as Stakeholder which means that deductions can only be made by the Agent from the Deposit at the end of the Tenancy with the written consent of both parties.
- 1.3 The Deposit will be refundable subject to the replacement of damaged/missing items (having allowed for fair wear and tear), any other costs incurred for breach of the tenancy and cleaning if necessary. **The deposit may not be used for the last month's rent or any part of it.**
- 1.4 No interest will be paid on the deposit.

### **2 RENT**

- 2.1 One month rent is payable in advance prior to the start of the tenancy. Your monthly rent is due on the date that you move into the property; i.e. if you move in on the 28<sup>th</sup> of a month, your rent will be due on 28<sup>th</sup> for the following months. Please note that standing orders need to be set up 2-3 days prior to the rent due date.

### **3 ADMINISTRATION FEE**

- 3.1 An Administration fee is payable at the commencement of the tenancy in the sum of **£240.00** including VAT. A further administration charge of **£120.00** including VAT will

be levied where the move-in date is within 5 working days of receiving your fee of intent (Express Administration).

#### **4. REFERENCE FEE**

4.1 A fee of **£51.00** including VAT is payable for referencing for each person and each guarantor if applicable. You will need a guarantor if you are unemployed, a student, on a temporary work contract, or are self employed without filed accounts, or your income is not sufficient to cover the rent (annual gross income is at least 30 times the monthly rental). If you have adverse credit you may fail the credit check and you **must therefore disclose on your application form if you have adverse credit.**

#### **5 CHECK IN INVENTORY FEE**

5.1 The Tenant pays the Check In fee, and the Landlord pays for the provision of the actual inventory report and the cost of the Check Out.

### **C. SERVICES**

As a Tenant you will be responsible for the payment of accounts for gas, electricity, the telephone, council tax, water rates and environmental and sewerage charges. You must contact the suppliers to have the accounts registered in your name in advance. If this is not arranged in good time the services may be disconnected and you may be required to pay connection charges. In some cases the telephone may already be disconnected and the reconnection is payable (if applicable) by the ingoing Tenant.

Your details may be passed to Home Shift who change the utilities into Tenants' names on our managed properties. They may contact you in order to offer you details of utility and suppliers that may save you money.

If you do not wish to be contacted in this regard please tick the following box.

### **D. MOVING IN & INVENTORY**

1. The proposed tenancy is offered subject to contract and satisfactory references at which point the Tenancy Agreement will be drawn up by either Ellisons or the Landlord's solicitor ready for signature.
2. The Agreement must be signed by **ALL** tenants and Guarantors **PRIOR** to the commencement of the tenancy. Where the property is let to a company, a Director of the Company must sign the Agreement prior to the release of the keys. **Signing of documents for all tenants must be conducted at our offices during the hours of 9am–6pm Monday to Friday. Tenancies may not be signed on a Saturday**
3. The Right to Rent Act states we must see a copy of all occupiers passports and Visa's if applicable in person, within 28 days of the start of the tenancy. We require all tenants bring these to the office to be copied before the start of the tenancy. For more details see [www.gov.uk/government/news/right-to-rent-checks-what-they-mean-for-you](http://www.gov.uk/government/news/right-to-rent-checks-what-they-mean-for-you)
4. The balance of funds payable for your tenancy must be paid in **cleared funds PRIOR** to the start of the tenancy. If paying by transfer please aim to have your funds cleared 1-2 days prior to the start date of your tenancy in case of any banking issues. Please refer to your receipt to confirm payment methods. **Keys will not be released to you if Ellisons are not in receipt of the full balance of cleared funds.**
5. An independent Inventory Clerk will check the Inventory with you. This will be conducted between 09.00am - 17.00pm (Mon-Sat). **At least one tenant must be present for the check in.**
6. You will be required to sign the Check In Report. If there are any errors or omissions in the report, you must advise the Inventory Clerk at the Check In or to Ellisons ***in writing***, within 7 days of receipt of the written check in report. **If you fail to advise the Inventory Clerk or Ellisons you are warned that you may be charged for that error, omission or damage at the end of the tenancy.**

7. You may not move any of your belongings into the premises until the Check In procedure is complete and you have been handed the keys and you may not receive the keys any earlier than the first day of your tenancy.
8. Properties **may or may not** be professionally cleaned prior to the start of the tenancy, but in the event that it is you will be required to carry out a professional clean yourself at the end of the tenancy at your own cost. **If you are expecting your property to be professionally cleaned at the start of the tenancy you should ensure that this has formed part of your offer to rent the property.**

**E. FUTURE RENTAL PAYMENTS**

1. Rent payments must be paid by **ONE** Standing Order per tenancy, to be received not later than the date stated on the Tenancy Agreement which means that **the standing order needs to be set up 2-3 days prior to the due date**. Your tenancy agreement will state who and where you pay the rent to.
2. If rent is late you may be charged interest and you may jeopardise your tenancy.

**F. RENEWALS**

1. If an extension is agreed this will be done by the signing of anew tenancy agreement. There will be an administration charge of £120.00 including VAT.

**G. EARLY TERMINATION OF TENANCY**

1. If in breach of the terms of the Tenancy Agreement you request to vacate the property within the first three months of the tenancy, we reserve the right to impose an administration fee of £300.00 including VAT, to cover administration costs. If you vacate from the fourth month the fee will be £180.00 including VAT to cover administration costs. (No fee is payable if notice given in accordance with a break clause).

*If you vacate the property early as above, you will be responsible for the cost of the Check Out, any administration costs incurred by the Landlord arising from your early departure, as well as a proportion of letting fee commissions incurred in finding a new Tenant. You will also be responsible for the rent and the running costs of the property until either the fixed term ends or the property is re-let; whichever is earlier.*

2. If one or more tenant wishes to vacate prematurely (i.e. before the end of the tenancy) and/or one or more new tenant wishes to move into the property, involving the creation of a new tenancy, a fee for Administration of £240.00 including VAT, together with £51.00 including VAT per person for each reference check is payable.
3. **Please note that any such changes as noted above are deemed as breach of contract and are therefore only permissible where the Landlord consents to them and this does not imply that you will be able to terminate your tenancy prior to the end of the fixed term.**

**H. VAT( Valued added Tax)**

The fees quoted above are at the prevailing rate of VAT (20%). In the event that the rate of VAT is changed in the future, then the fees above will vary accordingly.

**PLEASE SIGN TO ACCEPT THE ABOVE TERMS AND CONDITIONS.**

**SIGNED:** ..... **DATE**.....

**WITNESSED:** ..... **DATE**.....