



Step by Step Guide To Renting a Property

Property Address: _____

**Wills & Smerdon 6 Station Parade East Horsley, Surrey
KT24 6QN**

April 2016

INFORMATION FOR TENANCY APPLICANTS

Thank you for choosing to rent your new home with Wills & Smerdon.

When you make an application to take up a Tenancy the following will apply prior to the Tenancy commencing, during the Tenancy and when the Tenancy ends. You should read this document carefully to ensure that you are familiar with the obligations that you intend to enter. Once the Tenancy Agreement is signed you will be bound by those obligations. If you have any questions please speak to our lettings team. If you are unsure about any of the contents of this Information Sheet you should take independent legal advice from a solicitor or the Citizens Advice Bureau (“CAB”) www.citizensadvice.org.uk.

STEP ONE – Securing the property

Viewings and Making an Offer

You will be accompanied to properties by a member of Wills & Smerdon and given a copy of our Tenants Fees and Charges leaflet, along with the “How to Rent” leaflet. Once you have identified a property that you would like to rent you must make a formal offer. This offer will be forwarded to the Landlord for approval. We will negotiate any special terms of that offer between the parties. All offers are subject to contract and references which means that you have no guarantee of a tenancy until you pass the referencing, the tenancy agreement is signed dated and exchanged between the parties and all monies are paid in cleared funds. Either party can withdraw at any time, although if you have paid a holding deposit you may forfeit up to the whole of that sum as compensation to either us or the prospective landlord. Once your offer has been accepted we will write to you confirming the terms of the offer. We will need proof of address and proof of ID for all applicants over 18. In addition all adult occupiers will be checked that they have the Right to Rent in the UK.

Fees

Holding deposit:

A non refundable holding deposit of **£250** (on properties less than £2500 per month) and **£500** (on properties more than £2500 per month) will be taken once the landlord has accepted your offer. The holding deposit will be deducted from your first month's rent and administration charges.

Tenant Referencing: £72 inc vat for each applicant (financial and Right to Rent check). **Occupiers Right to Rent check: £18 inc vat** for each permitted occupier. **Follow up Right to Rent check: £18 inc vat** for each tenant & occupiers.

Guarantor Fee: £72 inc vat for referencing and preparation of Deed of Guarantee

Tenancy Agreement: £150 inc vat for an Assured Shorthold Tenancy (AST) or **£234 inc vat** for a company/relocation let.

Inventory check-in for unfurnished properties: charges are based on the size of the property:

- 1 bed/studio **£138 inc vat**
- 2 bed **£150 inc vat**
- 3 bed **£180 inc vat**
- 4 bed **£216 inc vat**
- 5 bed **£246 inc vat**
- 6 bed **by quotation**

If the property is larger than average or furnished please ask for a quotation.

Renewal of tenancy: beyond initial term **£60 inc vat.**

Provision of third party reference: £42 inc vat.

Agreed Early Termination of tenancy:

Preparation of Deed of Surrender if the landlord agrees to release you early from the tenancy **£72inc vat**

References

Once an offer has been accepted, the holding deposit received and these guidance notes signed, we will start the referencing process using the external referencing agency HomeLet. You will receive an email from HomeLet giving you a link to complete an application form giving information such as your employer, salary, any previous landlord and banking details. This information will be used to take up references from the named parties and to check your credit rating. It is advisable to tell referees that they will be contacted by our referencing agency, asking them to reply as quickly as possible so that there is no delay in granting you a tenancy. You will also need to have the right/permission to reside in the UK and all applicants will have a Right to Rent check via HomeLet. When the references have been received, and are acceptable to our landlord, we will draw up the final draft of Tenancy Agreement. If you do not pass the referencing criteria you will not be given a tenancy and will lose your holding deposit. Please find attached, at the end of the guide, the Declaration from Homelet for all applicants to sign and return to W&S in order to commence referencing.

Right to Rent

From 1st February 2016, landlords must check that their tenants and any other occupants have the Right to Rent in the UK. You will not be able to rent the property if you cannot provide evidence of your right to rent a property in England.

W&S will check all tenants and occupiers aged 18 and over even if they are not named on the tenancy agreement. This check is carried out electronically via Homelet (please see list of charges above). W&S will:

- Establish which adults will live at the property as their only or main home
- Have sight of and photocopy the appropriate original documents that allow the tenant/occupiers to live in the UK eg UK passport and a permanent residence card or travel document showing indefinite leave to remain. A full list of acceptable documents can be found on www.gov.uk
- Make and keep copies of the documents and record the date the check was made

Further checks

If you have a limited time to rent we must make a further check on these occupiers to make sure they can still rent property in the UK. We do not have to make a further check if you do not have any time restrictions on your right to stay in the UK.

Energy Performance Certificate (“EPC”)

You will be given details of the EPC rating either prior to the first viewing or with any written details. The EPC notes the energy efficiency of the property. However the costs shown in the EPC of energy consumed on a weekly basis are average costs for the property and the actual costs of heating and lighting may vary considerably depending upon energy consumption. The full EPC is available on request and will be sent to you with the Tenancy Agreement.

How to Rent leaflet

You will be given a copy of this prior to the start of the tenancy.

Tenancy Agreement

You will be given a draft copy of our standard tenancy agreement when you start the application process. You are strongly advised to read it carefully and check any terms or points that you do not understand with the CAB or a solicitor before you sign the actual tenancy agreement for the property. The tenancy agreement is a binding contract between you and the landlord. The final draft will be issued once you have passed your references. You must not sign the tenancy agreement unless you agree to all that is stated within it.

The Tenancy Agreement signed between the Landlord and the Tenant contains the rights and responsibilities of each party during the Tenancy. The Landlord and the Tenant will be responsible for carrying out the promises they have made in that Agreement.

If the Tenant breaks any of those promises the Landlord can hold him or her to account. If damage has been caused, the Landlord may charge the Tenant for that damage, and either recover the money owed from the Deposit paid (see below), or take action against the Tenant in the County Court to seek compensation. In some circumstances the Landlord will be entitled to ask the court to bring the Tenancy to an end.

Joint Tenancies

If you enter into a Tenancy Agreement jointly with another person you will

both be bound by the promises that you have made. However, that does not mean that you will only be responsible for your share of the rent, or your share of the other promises made. Joint and several liability means that the Landlord could hold either of you to account for any failure by you or your co-tenant to comply with the obligations of the Tenancy Agreement whether or not you have kept your part of the bargain, which means that each person could be asked to pay the full rent arrears or other costs and losses that are outstanding.

Your responsibility for meeting all the expectations of the Tenancy Agreement will continue until the Agreement is brought to an end at the termination of the Tenancy by the Landlord giving notice or the Tenant leaving on the last day of the fixed term or any extension of the Tenancy. Leaving during the fixed term, or any extension of it will not bring your responsibility (and legal liability) to an end (see below).

The Tenancy Term

You cannot end the Tenancy early unless the Landlord agrees. If the Landlord does agree you must accept any reasonable conditions that the Landlord might apply. If you do breach any of the terms of the tenancy agreement and leave the property before the end of the fixed term, you remain liable for the rent, all the other obligations of the tenancy and the security of the property until the end of the fixed term or another person enters into a new tenancy (with the Landlord's consent) whichever is the earlier.

If the Tenancy becomes periodic, you will be required to give one month's notice in writing to finish at the end of a rental period which is the day before the rent is paid. The notice must reach the Landlord or us (as specified within the Tenancy Agreement) before this rent due date to be valid. If you fail to allow time for the notice to be served upon us or the Landlord you may have to pay additional rent. You will be liable for all the obligations of the Tenancy Agreement during the notice period.

If the Tenancy Agreement contains a break clause this will only be enforceable if all persons forming the Tenant give notice. One person forming the Tenant cannot give notice during a fixed term to end his or her responsibilities for the Tenancy.

Guarantor (if required)

You may be asked to supply a guarantor who is a person who agrees to be responsible for another's debt or performance under a contract, if the other fails to pay or perform. The guarantor will also be referenced, and will only be accepted if deemed suitable. A Deed of Guarantee will be drawn up and this will guarantee and meet the obligations of the Tenant, during the whole period of the Tenancy if the Tenant does not do so. The guarantor will be jointly and severally liable with the Tenant which means that the guarantor may have to pay the full costs of any breach of the Tenancy Agreement including all rent arrears. A draft copy of the standard tenancy agreement will be provided to the guarantor. An administration charge of **£72**

inc vat is payable for referencing of the guarantor. This charge is non-refundable once referencing has commenced to cover administration costs.

Tenancy Deposit

This will be paid by you on or before the start of your intended Tenancy. Interest is not payable to you on the deposit, which will be held either by your Landlord or ourselves depending upon: the services we are providing to the Landlord; if the Tenancy is an Assured Shorthold Tenancy (“AST”) and the deposit protection scheme of which either the Landlord or we are a member. This will clearly be shown on the Tenancy Agreement. The deposit will be held in a separate client account by either the Landlord or us during the Tenancy and returned at the end of the Tenancy by either the Landlord or us after deductions have been agreed between the parties for any damage or other breach of the Tenancy Agreement. See below for full details of Tenancy Deposit Protection.

Your Tenancy Agreement sets out exactly how the money will be dealt with at the end of the Tenancy and what you can expect to happen. The fact that a deposit has been paid does not mean that a tenant can afford to ignore any other promise contained in the Tenancy Agreement. The money paid as the deposit does not represent the extent of your liability to the Landlord for any breach of the agreement.

If you are a joint tenant it is up to you to decide how the deposit is to be paid. At the end of the Tenancy the Landlord may choose to pay the remaining sum to one joint tenant or split the money between each person forming the Tenant. You must arrange for that sum to be divided properly between joint tenants. You might decide that one tenant should have a smaller share of the returned deposit because he or she was responsible for more of the damage. That is up to you. If you, another person or a third party pays the whole deposit then we suggest that you inform us in writing at the start of the Tenancy so that a suitable clause can be included within the Tenancy Agreement. The deposit is usually repaid to whoever supplied it at the start of the tenancy.

The deposit cannot be used to pay the rent during the Tenancy or for the last period of the Tenancy. It may however be used after the Tenancy has finished to compensate the Landlord if the Tenant has been in breach of his obligations under the Tenancy Agreement by failing to pay rent.

Since April 2007 all deposits held for an Assured Shorthold Tenancy (“AST”) must be protected by a scheme. Since October 2010 all tenancies to an individual, who resides in the property as their main home, with a rent up to £100,000 per year will become an AST. The scheme used by Wills & Smerdon is the Tenancy Deposit Scheme (“TDS”). If the deposit is held by the landlord we will advise you which scheme is being used.

At the end of the Tenancy deductions cannot be made from the deposit without the written consent of both parties. If there is a dispute regarding the deductions the dispute will be resolved by the relevant scheme, who will

adjudicate and decide how the deposit should be returned. Full details of the scheme which protects your deposit is shown in the Tenancy Agreement. Further information can be obtained from the government website on www.communities.gov.uk/tenancydeposits.

Rent Payments

When a Tenancy is entered into by the Landlord and the Tenant, the Tenancy Agreement will require you to pay the rent by Standing Order three days before the rent is due. You will need to provide either a completed Standing Order form which you can obtain from your bank or, if the Standing Order has been set up online, a screenshot of the relevant screen should be sufficient. We will need this proof before the start of the tenancy.

If the rent is paid late, you will incur the following charges:

Each and every written rent demand: **£30 inc vat**. Two demands will be sent prior to Wills & Smerdon taking instruction from the Landlord to the commencement of legal proceedings.

If a cheque issued by you has to be represented/referred to drawer or a Standing Order is recalled and bank costs are incurred by the Landlord or the Agent, you will pay **£12 inc vat** on each occasion to cover the costs.

N.B. Wills & Smerdon are not liable to repay lost money through bank failure.

Tax

If the Landlord's normal place of abode is not the UK for a period of more than six months in any tax year and you are paying rent direct to the Landlord, you may have a liability for deducting basic rate tax from the rent and forwarding the money to Her Majesty's Revenue and Customs ("HMRC") on a quarterly basis. Further information can be obtained from the website at www.hmrc.gov.uk or your local HMRC Enquiry Office.

Stamp Duty Land Tax ("SDLT")

If the total rent after deduction of the discount exceeds £125,000 you may have a liability to declare it to the HMRC and pay SDLT. Further information can be obtained from the Stamp Office website at www.hmrc.gov.uk/so

STEP TWO – During the tenancy

Once the Tenancy Agreement has been signed and the initial monies paid, we will arrange to meet you at the property to hand over the keys and to confirm the smoke and carbon monoxide detectors are working.

Inventory check-In

An inventory check-in will be carried out just before the start of your tenancy and a copy of the report given to you either when you collect your keys or by email/post as soon as it is received by us from the inventory clerk. This

document will describe the condition of the inside and outside of the property, its contents and the garden and any outbuildings if applicable. You need to carefully check this document, sign and return it to us with any comments within 48 hours of receipt. We will then agree on any comments. If we do not receive the inventory within this time the inventory and schedule of condition will be deemed as accepted and will be used at the inventory check out at the end of the tenancy. If the landlord is providing the inventory we will notify you of the arrangements.

We will also arrange to check the property when your Tenancy comes to an end. This is to check that the property is left by you in as good a condition as when you moved in, and, if not, to note the items that have been damaged and assess any compensation payable to the Landlord. You will have to pay compensation to the Landlord for the damage. This sum will be deductible from the deposit with the written consent of you and your landlord.

Ideally, you should always attend the check- in (and check-out) as it is in your interest to do so and for your protection, please let us know in advance if you would like to be at the check- in or check- out so we can advise our inventory clerk. If you are unable to attend you should arrange for a third party to attend in your place.

Utilities and Council Tax

You will be given the details of the suppliers of the utilities and the local authority within whose area the property is situated. It is essential that you inform all service utilities and the local council tax office of your occupation, and ensure a supply is available to you. You are responsible for the payment of all utilities and council tax for the duration of the Tenancy unless your Tenancy Agreement states otherwise.

Property Visits

When we provide a full management service to the landlord, we shall carry out property visits approximately every **four to six months**. We will give you seven days written notice of the date and time of the visit. Whilst it is preferred, you do not need to attend. Our management team will carry keys to your property, which will be used to gain access if you are not present and have given consent for them to be used to gain entry. The primary purpose of these visits is to keep us aware of any minor repairs and maintenance that may be necessary. If we do not hold the keys or you will only allow access in your presence and you fail to keep the arranged appointment meaning that the member of staff needs to carry out a further visit, at a later date, you may incur an administration charge of **£30 inc vat** to cover the travel time which will be payable by you for each further appointment.

When we do not provide a full management service, the Landlord will make arrangements direct with you to gain access to check the property. A Landlord cannot access a property without the consent of the Tenant and must give at least twenty four hours' notice in writing of the request for access, except in an emergency.

Repairs and Maintenance

A tenant is responsible for looking after their rented home as if it was their own and to keep the garden tidy (unless a gardening service is provided by the landlord). If you have been given permission to keep a pet then you will have additional contractual responsibilities set out in your Tenancy Agreement.

It is the Tenant's responsibility to promptly report any repairs or maintenance in writing that may be required to the managing agent or the Landlord. If the Landlord manages the property, the Tenant must contact the Landlord direct. If the Landlord is managing your property you will be given contact details at the start of the Tenancy. If you fail to report any repairs or maintenance issues then you may be liable for the costs of any damage caused to the property. Wills & Smerdon will act promptly to deal with problems making allowances for weekends and bank holidays. We do have an out of hours emergency number if you are in a property managed by Wills & Smerdon which can be accessed by calling our office on 01483 284141.

The Tenant should not, except in an emergency, instruct any contractor to carry out any works to the property. If the Tenant does so, without prior approval from the Landlord or the agent, then the Tenant may have to pay the contractor's invoice. The amount may not be repayable to the Tenant by the Landlord or be deductible from future rent payments etc.

Maintenance Contracts and Guarantees

If there are maintenance contracts or guarantees for any of the appliances or installations at the property we will inform you and these companies must be contacted. If you instruct another contractor you may be liable for any costs incurred.

Keys and Security Fobs

One set of keys for each tenant will be provided. If there are any security fobs or any other security devices these will also be provided. You should not have additional keys cut without the consent of the Landlord or the agent. At the end of the Tenancy you must hand all keys, fobs and devices back to the agent or the Landlord. If any keys, fobs and devices are not returned you may be charged for replacing the locks, keys, fobs and devices.

Insurance

The Landlord will be responsible for insuring the buildings and the contents belonging to the Landlord. You are strongly advised to arrange your own insurance to cover all personal belongings and contents. Tenant's belongings will not be covered by the landlord's insurance policy. You may want to consider taking out accidental damage cover as part of your insurance to help protect your deposit for any damage done to the property or its contents during the Tenancy.

Change of Circumstances

If your circumstances change during the Tenancy and/or if you start to receive housing benefit or Local Housing Allowance, you should inform your

Landlord and the agent immediately and if appropriate, take advice from CAB or a legal adviser.

STEP THREE – When the tenancy finishes

Renewals of Tenancy Agreement and Notices

At least two months prior to the end of the Tenancy we will approach the Landlord asking if they wish to continue the Tenancy for a further fixed term or as a periodic tenancy. If we receive the instructions that they wish to renew then we will approach you to find out if you wish to remain in the property. You will be informed in writing of the terms required by the Landlord and any further fees that will be payable by you to Wills & Smerdon. You will need to make a firm decision in good time so that any new Tenancy Agreement can be prepared and signed by the parties to it prior to the renewal date.

If either party do not wish to extend the tenancy and the Tenancy is an AST, a Notice may be served upon you at least 2 months before the end of your Tenancy or a lesser period for a Non Housing Act Tenancy advising you of the date that you will be due to leave. If you do not comply with the Notice possession proceedings will be taken against you. You will be liable for all legal costs incurred.

You cannot give notice to end your Tenancy during the fixed term unless there is a break clause included in the Tenancy Agreement. Even if you leave the property early your obligations remain until the Tenancy ends or the property is re-let (if the Landlord chooses to do so) whichever is earlier.

If the Tenancy becomes periodic you must give one period's notice in writing to the Landlord or the agent to end the Tenancy. The notice period must end on the day before a rent due date.

If you wish to serve notice you need to formally write to us giving the appropriate length of notice and advising of the last day of your tenancy. We will then acknowledge receipt and write to you explaining the end of tenancy and check out procedure.

End of the Tenancy

Prior to the end of the Tenancy you must prepare the property. By the last day of your Tenancy you must have removed all your belongings from the property; leave the garden (if applicable) in a good condition with the borders weeded and the grass cut; and clean the property to the same standard as it was when you moved in. You cannot go back to the property after the end of the Tenancy to carry out any cleaning or gardening. If the property is not left clean or the garden is untidy and items need to be removed, you will be charged for carrying out work. This money will be deducted from the deposit.

Complaints

We are committed to providing an excellent quality service. If, however, you are dissatisfied in any way please inform us immediately and James Harper, a Director of the company, will endeavor to deal with your complaint swiftly and informally. If your complaint is still not rectified to your satisfaction please put it in writing addressed to James Harper at this office address. A copy of our Formal Complaint Procedure is available on request.

Bank details

Wills & Smerdon Ltd,
Clients Account
Sort code: 20-35-35
Account number: 00875074

Tenants/Occupiers

Please list all prospective tenants and occupiers over 18

Who will be supplying the Tenancy deposit?

Declaration

I/we confirm that I/we have received a copy of these guidelines.

Signed: *All parties over 18 years old*

Lead Applicant signature: _____

Print Name: _____

Date: _____
Mobile Number: _____
Email address: _____
Next of kin: _____

Applicant 2 signature: _____
Print Name: _____
Date: _____
Mobile Number: _____
Email address: _____
Next of kin: _____

Applicant 3 signature: _____
Print Name: _____
Date: _____
Mobile Number: _____
Email address: _____
Next of kin: _____

Applicant 4 signature: _____
Print Name: _____
Date: _____
Mobile Number: _____
Email address: _____
Next of kin: _____

Scheme No.

Telephone

Reference No.

ABOUT YOUR REFERENCE [To be completed by the Tenant]

Your reference will be completed by HomeLet on behalf of your letting agent. HomeLet is part of the Barbon Insurance Group Limited and for the purposes of this application, Barbon is the Data Controller as defined in the Data Protection Act 1998 (the "Act")

In order to complete your application, HomeLet will consult with a number of sources to verify the information, including a licensed credit reference agency. As a result of the information received:

- HomeLet may pass on any information supplied to your landlord and/or letting agent, including the results of any linked verification checks.
- By consulting with a credit reference agency, HomeLet will share your information with them and the agency may record the results of this search. This search may show how you conduct payments with other organisations. From time to time, this information may also be used for debt tracing and fraud prevention. You may request the name and address of the Credit Reference agency HomeLet use and you may also apply for a copy of the information they provided to HomeLet.
- If you default on your rental payments, HomeLet may record this on a centrally held database of defaulting tenants, and that such a default could affect any future application for tenancies, credit, and/or insurance.
- HomeLet may use debt collection agencies or tracing agents to trace your whereabouts and recover any monies owed to HomeLet.
- If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies to prevent fraud and money laundering.

Information may be sent to you and your nominated referees by email. This information will only be sufficient enough to identify you and it won't be excessive; however you should be aware that information sent via electronic means can't be guaranteed to be secure.

The provisions of Ground 17 of the Housing Act 1996 will apply to this application. If any information within this application is found to be untrue it may be grounds to terminate the tenancy agreement

PLEASE READ AND COMPLETE THE FOLLOWING STATEMENTS CAREFULLY – IT'S IMPORTANT THAT YOU PROVIDE YOUR CONSENT FOR THE CHECKS BY MARKING THE BOXES NEXT TO THE TEXT AND THEN SIGNING AND DATING BELOW.

YES I confirm that the information provided in this application form is true to the best of my knowledge, and I'm happy with the checks which HomeLet will complete as detailed above. These results may be accessed again if I apply for a tenancy in the future.

YES I'm happy for HomeLet to contact my referees (including those outside the EEA), with personal information which has been provided in this form to allow them to verify the information about my earnings, dates of employment and previous tenancy term.

If you'd like to find out more about any of the information sources we access to complete your application, please visit homelet.co.uk/ref-info.

Signed

Full name

Date

Following the completion of your reference, HomeLet or other Barbon Group Companies may contact you by phone or post to let you know about additional services we can offer which may be of interest to you. These services could help protect your liability as a tenant as well as your personal contents. If you don't want us to contact you, please tick this box We'll never pass your details on to a third party unless we ask for your express permission. If you'd like to unsubscribe from any services at any time, then please contact HomeLet on unsubscribe@homelet.co.uk

Yes, I'm happy for HomeLet and other Barbon Group Companies to contact me occasionally by email or SMS with exclusive offers, together with other information from selected third parties about products and services which could benefit me as a tenant.

HomeLet is a trading name of Barbon Insurance Group Limited which is authorised and regulated by the Financial Conduct Authority for insurance mediation. Registered in England number 3135797. Registered office address: Hestia House, Edgewest Road, Lincoln, LN6 7EL

Confidentiality note: The information contained within this application is being transmitted and is intended only for HomeLet. If the reader of this message is not the intended recipient, you are hereby advised that any dissemination, distribution or copying of this application is strictly prohibited. If you receive this application in error please notify us immediately by calling 0845 111 2222.

HLZ162 12/14

Consent to use personal information for residency checks

In order to proceed with your application, we're required to obtain from you sensitive information, including but not limited to:

- Passport
- Visa
- Driving licence
- Utility bills
- Live photographs

Information obtained will be for the purpose of conducting residency checks in accordance with the Immigration Act 2014. Information provided to us will be sent to our selected third party for verification. No data will be sent outside of the EEA and any transmission of information will be done so through secure means at all times. For details on the third party used for this verification please contact us.

YES I consent to the collection, verification and retention of my sensitive information in accordance with the Immigration Act 2014 and the Data Protection Act 1998.

Signed

Full name

Date

HL4123 10/15