

David Seymour

TENANT'S GUIDE TO RENTING: IMPORTANT DOCUMENT TO READ:

IDENTIFICATION: When making an application to rent a property we will require some form of identification such as a Driving Licence/Passport/Tax Bill/Benefit paperwork from all tenants and Guarantors. For further information contact our office.

INDEPENDENT LETTING
& ESTATE AGENTS
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APPLICATION TO RENT AND REFERENCES: After viewing a property, which you agree you wish to rent, we will require you to complete an application form in order that references can be taken up on behalf of our Client. We use an Independent credit/ referencing company.

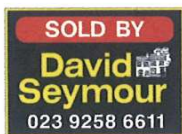
GUARANTORS: In some cases, a Guarantor is required to guarantee the rent payments and terms in the tenancy agreement. If this is the case, we will require the person nominated to complete a separate reference form. **The Guarantor will also need to call into this Office on the day the tenancy commences**, to sign the legally binding Guarantor Indemnity form together with both copies of the tenancy agreement. The Guarantor, as is the Tenant, is responsible for the rent and terms stated until the tenancy ends. Up to two Guarantors can be nominated. In some cases, electronic signatures can be arranged/accepted.

HOLDING DEPOSIT/SUM: Holding deposit/sum equal to one weeks' rent. We will obtain instructions from our Client to proceed and hopefully agree a start date. See our separate information on this.

PAYMENTS: Payments must be made in cash/bank transfer/Chaps/Bacs into our Client's Account with Barclays Bank with account name M H LTD T/A D S or Mason Harris Ltd – Sort Code 20-30-89 and account number 50762040.

DEPOSIT: When the tenancy commences, you will need to pay a sum, which is held equivalent to 5 weeks' rent and is covered under the Client's Protection Scheme for property agents Regulations 2018. This sum is held by us as Stakeholders, in our separate Client's Bank Account to conform to the Tenancy Deposit Scheme or the Deposit Protection Scheme (Custodial) under the Housing Act 2004. We are members of the Tenancy Deposit Scheme for regulated agents. We will endeavour to negotiate between the Landlord and the Tenant if at the end of any tenancy damage has been caused to the property. However, if we cannot reach agreement between the parties within a 14 day period, we will send the disputed amount to The Dispute Service Ltd at West Wing – First Floor – Maylands Building – 200 Maylands Avenue – Hemel Hempstead – Herts HP2 7TG (Phone 0300 037 1000) and the Tenant agrees to abide by the Arbitrators decision or will need to take action through the Courts to recover the disputed amount. There is no interest accruing to the Tenant on money held. The sum retained is returnable at the end of the tenancy subject to any damage/dilapidations/unpaid rent/costs. In some cases, we are prepared to consider a Local Authority Damage Deposit and other schemes of a similar nature. Should we receive a request from a third party for a reference to be provided on an existing Tenant, then you will be charged £25 including vat for this service.

PETS: If you submit an application to rent and you wish to have a pet at the property, you must inform us when you hand in your application forms, as we will need to take Client's instructions. If agreement is reached that you can have a pet/s at the property then the rent for this will be for an additional £25 per calendar month per pet.



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If a Landlord considers allowing a Tenant to have a pet, then the tenant will need to have the carpets cleaned to a professional standard and flea treated and fumigated at the end of the tenancy. Any damage caused by a pet will be deemed to be the responsibility of the Tenant and any pet would be expected to be treated with the appropriate Flea treatment as recommended by a Vet on a regular basis, proof of this and evidence must be made available.

RENT PAYMENTS: If we are involved in the Management, rent is paid directly to us on or before the rent day and this can be paid by standing order, cash /cheque or by direct bank payment. Should we only have been asked to introduce Tenants, on a let only basis, then rent payments are to be made directly to the Landlord. If you are entitled to Housing Benefit/Universal Credit then we can assist you with the various forms. **In all cases the Tenant is responsible for the full rent due each month. If a rent payment is not received after 14 days of the rent day, then interest at the rate of 3% above the bank of England base rate will be applied.**

Our Clients have regular commitments to make in respect of mortgage payments etc., and rely on rent being paid on time. **Should you experience any problems with rent payments during the tenancy then it is vitally important that you contact this office immediately.** We will have no hesitation in obtaining possession of the property you occupy if rent is not paid and will proceed to obtain a County Court Judgement against you for the rent, plus costs with the various implications involved. This would obviously make it very difficult for you to rent another property and affect your Credit worthiness.

We will not hesitate to use a Debt Collecting Agency to recover any unpaid rent/costs and any money outstanding for damage to a property. They will proceed through the Courts to obtain a CCJ, which will then be enforced with the Bailiff instructed. All these additional costs/fees etc. will be added to the debt due.

CONTENTS INSURANCE: We recommend that all Tenants take out Contents Insurance not only to cover your own possessions but also to cover any damage to the Landlord's items.

TENANCY AGREEMENT: A legally binding Assured Shorthold Tenancy is drawn up between you and the Landlord, normally for a minimum fixed period of 6 months. This could be extended or renewed for a further period on the anniversary date with agreement reached between the parties. If there are Guarantors then they will also be expected to call in at that time to sign the Guarantor Indemnity paperwork and both copies of the Tenancy agreement. This document is signed in our Office **and would be prepared for signature after mid-day on the date agreed.** At that time, you will need to pay the first months' rent and deposit and the keys of the property will be released to you, (see Payments heading). A copy of the Tenancy Agreement will be forwarded onto you and any other interested parties.

SERVICES: If we manage the property then prior to the start date we will arrange to take meter readings where appropriate and inform the Utility Companies informing them that you are responsible for these charges from the start date of the tenancy when we are involved in the management of the property, otherwise you will need to make contact with each of the utility companies where we are only involved in letting the property.

REPAIRS: **When we are involved in the Management of a property the Tenant is responsible for notifying our office immediately of any repairs that need to be carried out.** We will then instruct one of our Contractors to contact you to arrange an appointment to call and either carry out the work or provide and estimate. If it is found that any repair work is needed due to damage or negligence then it will be your responsibility to settle the account from the Contractor. Likewise, if an appointment is made for a Contractor to call or one of our Representatives, and this is not kept by you, then a minimum charge of £15 including vat could be made, which you will be responsible to pay. A key can be released to a contractor on your instructions. However, no contractor will enter the property if there are only children or animals present.

AT THE END OF THE TENANCY:

INVENTORY CHECK OUT: At the end of your tenancy and after all the keys/fobs and parking permits have been returned to this office, the inventory check out will be carried out using the inventory and schedule of condition, which was sent to you when you first moved in to check and return to this office with any amendments. If this document was not returned then we will use our file copy.

After taking fair wear and tear into account and discussing the matter with the landlord, the deposit or balance of deposit will be returned and the deposit de-registered,

The tenant will be liable for the cost of damages in excess of the Deposit held.

**To provide a reference per tenant to a new landlord
Or agent:**

£25 including vat.

If the keys/fobs/parking permits are not returned or the number of keys/fobs/parking permits are incorrect against the number handed to the tenant at the start of the tenancy then a charge will be made for either additional keys or the charge of the lock/including the new lock etc. A minimum cost of:- £20 including vat.

To change the tenancy where a tenant wants a variation/assignment or novation of the tenancy:
Reasonable cost: £50 including vat.
That is, change the payment day/obtaining consent from the Landlord and Freeholder if leasehold.

A tenant who wishes to terminate the tenancy early can be charged the landlords' costs, together with reasonable agents fees.

A Holding deposit/sum of one weeks' rent paid by the prospective Tenant (or applicant) will only be required to hold the property. However, should the tenancy not commence by the 'Deadline Date', i.e., the 15 day period beginning from the day on which the holding deposit/sum is received, then it will be repaid to the Tenant who paid the sum if:-

1. The tenancy has commenced (paid towards the first months' rent/deposit)
2. The Landlord decided to withdraw before the expiry date of the deadline.
3. The Landlord and Tenant fail to enter into a tenancy agreement within the deadline.

THE HOLDING DEPOSIT/SUM TO BE REPAID WITHIN 7 DAYS OR IN THE CASE OF (1) BE DEDUCTED FROM THE FIRST MONTHS' RENT/DEPSOIT:

NO REFUND OF THE HOLDING DEPOSIT/SUM WILL BE PAID IF:

1. The Person/Guarantor applying fails Immigration Act/Right to Rent checks and the Landlord or Agent could not reasonably have known they would fail.
2. A Person gives false information (lies on the referencing application form).
3. Five days before the deadline for agreement, the Tenant notifies the Landlord or Agent that they have decided not to enter into a contract after all
4. Where the Landlord and Agent have taken all reasonable steps to enter into the agreement but the Tenant fails to take all reasonable steps.

All payments are to be made by the prospective Tenant (applicant) only and any refund of the holding sum will be made to the person/persons who are named on the receipt when the money was paid or whose bank account it was drawn on.

GENERAL DATA PROTECTION:

We never share your personal information with unknown parties and we will seek permission to do so before disclosing any information. In order for us to provide our service and fulfil our property management obligations we will provide your names and addresses, plus phone numbers and e-mails to contractors/utility companies unless you instruct us not to do so in writing. Please refer to our separate GDR Policy.

OMBUDSMAN:

The firm of David Seymour is a member of the Property Ombudsman (TPO) scheme for Estate and Letting Agents and follows their code of practice (COP). A copy of the COP and the Consumer Guide is available from www.tpos.co.uk.

Should you not understand any of the Clauses outlined above then you should discuss the matter with a member of Staff or take advice from The Citizens Advice Bureau/Solicitor or Legal Advisor.

If you wish to make a complaint to the firm of David Seymour/Mason Harris Ltd then this should be put in writing and addressed to the Managing Director.

29/7/2020