



# Tenants Guide

This document outlines the charges payable to Bourne Estate Agents ("Bourne") should you decide to rent a property through Bourne; the documents we require to process your application; and the process of entering into a tenancy.

There is also a summary of tenant's responsibilities which are not exclusive and should be read in conjunction with the tenancy agreement.

The registering of your personal details and property requirements with Bourne Estate Agents is free of charge.

## **Requirements:**

### **Holding Deposit**

In order to reserve a property the acknowledgement forms at the end of these Terms and Conditions should be returned to Bourne Estate Agents along with a reservation fee of **£500.00**. This reservation fee will ensure that the property is reserved and taken off the market whilst referencing is undertaken. It will also be off-set against the total monies which are due 48 hours prior to the commencement of the tenancy.

Before an application to rent a property can be processed all tenants must complete the Comprehensive Search Tenant Questionnaire so that references may be taken up. In order to speed up the referencing process this questionnaire is available to complete on-line. A hard copy is also available upon request but at an extra charge of **£12.00 inclusive of VAT**. All parts of the questionnaire must be completed (in clear legible writing if completing hard copy) to prevent any delay in your application being processed. If any part of the questionnaire is not completed we will be unable to process the application.

If an applicant decides not to proceed with the let during the reservation period for any reason; provides incorrect or false information which leads to a poor credit rating; receives an unacceptable landlord, employment or credit reference; or is unable to provide proof of residency and the right to rent documents showing Bourne a valid passport and visa if relevant; then Bourne Estate Agents will retain up to a maximum of **£500.00** from the reservation fee to cover the administration costs incurred.

Should the landlord decide not to proceed with the let at anytime during the reservation period then the full deposit of £500.00 will be refunded to the applicant less referencing costs incurred.

Prior to completing the questionnaire and paying the reservation fee all applicants are given, upon request, a draft copy of Bourne Estate Agents standard tenancy agreement. A copy will also be forwarded to a guarantor, if requested.

Applicants and guarantors are strongly advised to take the tenancy agreement to a solicitor; the Citizens Advice Bureau; or a Housing/Legal Advice Centre so that they are fully aware of their obligations under the terms and conditions of the tenancy.

## Reference requirements

The completed comprehensive search tenant questionnaire is forwarded to Bourne Estate Agents credit and referencing agency so that the necessary references may be taken up. Typically the agency will check (amongst others) the following information:

- 1 Employer's and salary details;
- 2 Credit Rating;
- 3 Electoral Roll details;
- 4 Previous landlord or lender.

Responses are usually received from the agency within 7 to 10 days; however, to assist matters applicants should ask employers/other referees to provide a speedy accurate response, especially if an urgent move in date is required.

If the applicant does not meet the necessary credit score required then it may be possible for a guarantor to act on their behalf. The above mentioned references will need to be taken up on the guarantor for which a charge of £60.00 including VAT per reference will be applied. If the references prove to be satisfactory and the guarantor is able to meet the financial assessment guidelines (detailed below) then the tenancy may proceed subject to the landlord's approval. Financial proof of residency (i.e. bank/credit card statement) will also be required from both tenants and guarantor.

## Guide to Financial Requirements

Financial strength of the applicant is assessed by the referencing agency using a standard calculation of annual salary being equivalent/more than 30 times the monthly rental.

### Example:

Rent                      £800.00 per calendar month

Salary required    £800 x 30 = £24,000 per annum

*If there is more than one applicant then income from both/all parties will be taken into account.*

This calculation takes into account any deductions that may be made from salary for tax and NIC deductions along with day to day living expenses over and above the rent. If the applicant cannot meet the above calculation then either a guarantor may be provided (see referencing section) or the applicant may pay their rent in advance subject to the landlord being in agreement. The minimum period of rent in advance is seven months.

**NOTE:** The landlord is our client and, as such, the final decision regarding any let is subject to his/her approval.

## Tenancy Agreement

Upon receipt of satisfactory references from the referencing agency, Bourne Estate Agents will draw up the Tenancy Agreement and forward a copy to both the Landlord and the prospective Tenant. This agreement should be read carefully, signed and witnessed and returned to Bourne Estate Agents a minimum of 48 hours prior to the commencement of the tenancy.

An invoice showing all monies due will also be forwarded to you and these monies should be paid in cleared funds a minimum of 48 hours prior to the commencement of the tenancy.

Bourne Estate Agents reserve the right to move the proposed entry date back where payment is made later than the 48 hours stated above.

The copy of the tenancy agreement signed by the Tenant is given to the Landlord. Tenants are given the copy of the agreement signed by the landlord. This agreement should be kept in a safe place as you may need to check your tenancy obligations or in the event there are any legal proceedings to understand your rights and obligations. Please note that if a copy is not requested prior to check in then an administration charge will be made for providing a copy at a later date.

**You should note that if you wish to change the moving in date after the tenancy agreement has been prepared then this is subject to the Landlord's approval and will incur an admin charge of £60.00 inclusive of Vat.**

## Stamp Duty Land Tax

As of December 2003 tenants are responsible for paying Stamp Duty Land Tax if the rent exceeds £125,000 per annum (£10,416 per month). For further details please contact your local office or visit [www.hmrc.gov.uk](http://www.hmrc.gov.uk)

## Rent payments

As per the summary of requirements page which you will find later on in this booklet, the charges detailed, along with the payment of rent for the first month must be made at least forty eight hours before the tenancy commences. This can be made by any of the following methods:

- 1 Bankers' Draft
- 2 Building Society cheque
- 3 Electronic transfer.

We cannot accept cash payments in branch. Personal or company cheques can be accepted provided they are received by Bourne Estate Agents at least **seven working days** prior to the commencement of the tenancy. If you wish to make payment by cheque then please make it payable to Bourne Estate Agents.

**Please note that we are unable to allow a tenancy to commence unless we are in receipt of all monies required and such monies are in cleared funds.**

During the course of the tenancy all rental payments should be paid by standing order. A standing order mandate will be provided and should be completed and returned to our bank forty-eight hours before the tenancy commences. This form will be forwarded to you along with your tenancy agreements etc. We are unable to accept rental payments in the form of personal cheque or cash. Payment must be made in cleared funds only (i.e. building society cheque or bank transfer).

The standing order will be set-up from the rent due date of the following month and rent will be payable in advance.

If rent is paid more than seven days late during the tenancy a reminder letter will be generated. Tenants will incur an administration charge of **£18.00** for this letter inclusive of VAT.

If at any time, either prior to the tenancy commencing or during the tenancy, a cheque/standing order is dishonoured by the bank because of insufficient funds being available then an administrative charge of **£36.00** inclusive of VAT will become due to cover bank charges & admin costs incurred by Bourne Estate Agents.

**At the end of the tenancy it is the responsibility of the tenants to cancel the standing order mandate.** Bourne Estate Agents are unable to cancel this on your behalf. Should the mandate not be cancelled and the bank continues to pay the rent, Bourne Estate Agents will make a charge of **£36.00** inclusive of VAT to cover the administration cost of returning any overpaid rent.

## Deposit

As above, the charges detailed on the summary of requirements page should be paid in cleared funds.

A deposit equivalent to one and a half times the monthly rental is also payable in advance. The deposit is held during the tenancy and will be used at termination to pay for any damage, cleaning or other breaches of the tenancy as detailed in the Check-out report.

**The deposit cannot be used at any time for payment of rent.**

At the commencement of the tenancy all tenants will be notified as to whether Bourne Estate Agents or the landlord is managing the property. If Bourne manage the property or collect the rent then they will hold the deposit in the capacity as Stakeholder.

To comply with the Housing Act 2004 and legislation regarding tenant's deposits, you will be advised by either Bourne or the landlord of the designated scheme which your deposit has been placed into for protection. You will receive a certificate detailing the scheme where your deposit is protected and can check with the scheme for peace of mind

Bourne Estate Agents are members of TDS (The Dispute Service) and will register all deposits within this scheme where we hold the deposit on behalf of the landlord.

STAKEHOLDER means that the deposit will be held by Bourne Estate Agents until such time as both parties agree, in writing, to any deductions from the deposit which may include any costs detailed in the check-out report; agent's fees; legal costs and disbursements; any liabilities arising due to a breach of the tenancy agreement; or any rent arrears.

No interest is payable on the deposit.

The tenant will be advised if Bourne Estate Agents are providing a "letting only" service. If this service is being provided then the landlord is responsible for providing an Inventory and arranging the checking of the Inventory at the start and end of the tenancy. All negotiations regarding deductions will be made directly with the landlord.

In cases where the landlord is managing the property and as such we are not acting as managing agents, we are unable to accept any responsibility for the return of deposit monies.

At the end of the tenancy Bourne Estate Agents, where acting as Stakeholders, will endeavour to return the deposit (less any deductions, as agreed between landlord and tenant) within ten days of agreement between both parties.

Where we manage the property and in the event of a dispute over the return of the deposit monies at the end of a tenancy, this will be referred to the TDS and their decision will be considered to be final, as per your tenancy agreement.

Any contract is between the landlord and tenant and both parties must negotiate any deductions to be made from the deposit at the end of the tenancy. If these cannot be agreed then the matter can be referred to the relevant deposit protection scheme, for adjudication.

## Insurance

The Landlord's insurance policy will not cover any of the tenants' possessions. We therefore strongly recommend that all tenants take out adequate insurance to cover any damage or loss to their own contents.

Insurance cover may be difficult for Tenants to obtain without paying a high premium or having a policy subject to a large excess payment should a claim be made. Bourne Estate Agents are able to offer you the benefit of a policy provided by Let risks. Bourne Estate Agents can arrange for you to be contacted by Letrisks upon request to provide a no obligation quote for contents insurance.

## Inventory

PLEASE REFER TO THE TENANCY AGREEMENT. At the start of the tenancy, where Bourne Estate Agents act as Managing Agents, we will arrange for a Check-in to be carried out by an independent Inventory clerk. You will meet the clerk and together you will check the condition of the property. Any additional comments may be added in writing.

An Inventory and Schedule of Condition will be prepared which details the fabric of the property along with all fixtures, fittings and contents and a description of their condition. The Inventory and Schedule of Condition will be prepared either by an independent Inventory Clerk, the landlord or his representative.

**Tenants are strongly advised to attend the Check-in and to note any comments in writing on the copy of the inventory.**

This Inventory will be used to assess any damage at the end of the tenancy making allowance for fair wear and tear. Apart from fair wear and tear, any damage noted on the Inventory will be charged to the outgoing tenant.

At the completion of the Check-in the tenant will be asked to sign a copy of the Inventory confirming that it is an accurate record of the contents and condition of the property. If the Inventory is not available at Check-in the tenant will be asked to sign a declaration outlining the condition of the property. A copy of the Inventory will then be forwarded on to the tenant at which time any additional comments should be forwarded, in writing, within 21 days from the commencement of the tenancy.

*Please note that should you require a further copy of the inventory then a charge of £36.00 incl.VAT will apply.*

If the amended Inventory is not returned to Bourne Estate Agents the tenant will be deemed to have **accepted the Inventory** and all damage to be deducted from the deposit will be assessed upon the Check-in Inventory and report.

If the tenant does not attend the Check-in, a copy of the final Inventory agreed by the Inventory Clerk will be forwarded to the property. Once the Inventory and Schedule of Condition has been checked and signed keys are handed over to the tenant.

At the end of the tenancy a Check-out report is prepared. The tenant should attend the Check-out.

The Check-out can only take place once all items are placed in the same position as noted in the Inventory. If items are not in the correct place then tenants may be charged for returning them to their original location. This may mean that the Check-out has to be rearranged and **could incur a charge**. This is payable by the tenant at a cost of **£36.00** inclusive of VAT per hour.

If the Check-in / Check-out appointment has to be re-arranged twenty four notice is required and should be given to Bourne Estate Agents, in writing. If the required notice is not given then a cancellation fee of **£96** inclusive of VAT will be incurred. This fee is charged to the party who re-arranges the appointment.

The Inventory Clerk is independent of both landlord and tenant and Bourne Estate Agents judges their decision as final. If a tenant disagrees with the decision of the Inventory Clerk then further advice should be sought from another independent party.

All Tenants are advised if Bourne Estate Agents are providing a "Letting Only" Service. If this is the case the landlord will provide the Inventory and arrange the check of the Inventory directly with the tenants at the start and end of the tenancy.

The check in and checkout times are not confirmed and are at the availability of the clerk or the landlord. Times can't be confirmed, however if you require a designated time for check in we can request this from the clerk and will try and be as flexible as possible to allow this to happen, however any request is not guaranteed.

The clerk will attempt to make contact with you within 72 hours prior to the tenancy starting/ending to arrange either a check in or check out, however if you require assistance sooner please contact your local office, who will request that the clerk calls you sooner.

## **Pets**

Domestic animals/pets can only be allowed into a property with the landlord's prior written consent. **Bourne Estate Agents must be informed at the time of making an application if there is a pet.** This avoids problems arising at a later date.

If the landlord allows a pet in his property, the following extra terms and conditions will be included in the tenancy agreement.

- 1 Two months' deposit;
- 2 Fumigation of the property and professional cleaning at the end of the tenancy (a receipt must be provided);
- 3 Keeping the animal under control;
- 4 Removing dog excrement, if applicable, from the garden;
- 5 Proof of cleaning and fumigation to be given to Bourne Estate Agents otherwise the work will be carried out and the cost deducted from the Deposit

## **On-going management of the property:**

At the start of the tenancy you will be notified of who will be managing the property during the tenancy, along with any maintenance/access details. **Please refer to your tenancy agreement for further details.**

**If Bourne Estate Agents manage the property** then the tenant may contact the Management Department on **01420 542127**.

**Please note that an emergency call should only be made in situations such as water escapes which cannot be contained or isolated thus requiring a plumber to attend or electrical faults which may result in fire. Gas escapes should be reported immediately to Transco on 0800 111999.**

Issues such as heating/hot water failure, security, drainage problems, electrical circuits, ring mains etc will be attended to as a matter of urgency, however, same day response by a contractor cannot be guaranteed.

General maintenance such as dripping taps, slow filling cisterns, appliance failure etc. will be dealt with as soon as possible.

We will hold keys to all fully managed properties in branch so you do not need to be present for contractors to attend. This will allow him to enter the property to attend to the problem reported. All such visits will be agreed with you in advance and they will be instructed to knock first before entering the property.

**If the Landlord manages the property** the tenant should contact the landlord direct. The relevant contact numbers will be given to you at the commencement of the tenancy. In this instance;

- **Bourne Estate Agents cannot organise any repairs. Bourne Estate Agents have neither the landlord's authority/or funds to act on his behalf.**
- **Tenants must ensure that they contact the landlord and do not use Bourne Estate Agents 24 hours' emergency service.**
- **Tenants who are not in fully managed properties will be liable for any costs incurred should they use this service.**

## Call Out Charges

If Bourne Estate Agents instructs a contractor as a result of a maintenance issue which is the responsibility of the tenant then the gross invoice will be charged to the tenant accordingly

## Utilities

If Bourne Estate Agents manage the property then we will confirm to the suppliers that the account should be transferred and from which date, however, this does not alter the obligation of the tenant to provide his/her personal details to each supplier.

If a telephone is connected at the property then tenants should ensure that this connection is maintained throughout the tenancy. British Telecom or the relevant Cable Company should be contacted prior to the commencement of the tenancy.

Re-connection fees are the liability of the Tenant. If there is no telephone connection in place then the provision/cost of this facility should be agreed with the landlord prior to the commencement of the tenancy.

## TV Aerial

This service has not been tested at the property and the landlord does not guarantee that a working aerial is provided as part of the tenancy. It may be necessary, in certain instances, for a cable subscription to be taken out at the tenant's expense. Bourne Estate Agents accepts no responsibility for the quality of the TV reception at the property.

## Garden(s)

If a property has a garden, unless specifically agreed otherwise, it is the responsibility of the tenant to maintain it. General garden maintenance includes the following:

- 1 Mowing the lawn as often as required;
- 2 keeping borders and tubs free of weeds;
- 3 Not altering the character of the garden.

Annual maintenance such as pruning or lopping of bushes and trees is the responsibility of the landlord.

If the garden is not maintained properly, Bourne Estate Agents reserves the right to instruct a garden contractor. The cost will be the responsibility of the tenant.

Sometimes the landlord includes the cost of maintaining the garden in the rent. If this is the case then the clauses of your tenancy agreement will reflect this fact.

## Post

Landlords are advised to re-direct all mail, however, some items may still be sent to the property. Any mail addressed to the Landlord should be forwarded to Bourne Estate Agents as soon as possible.

At the end of the tenancy tenants are responsible for arranging redirection of their own mail. This cannot be done by Bourne or the landlord. Bourne Estate Agents cannot accept responsibility for the redirection of tenant's post.

## Holidays/Vacant property

As per your tenancy agreement you should notify Bourne Estate Agents or the landlord before leaving the property/premises vacant for any continuous period of 21 days or more, during the tenancy.

Many insurers insist on certain measures being taken if a property is to be vacant for more than a certain period of time. If this applies the tenant will be informed in writing by either Bourne Estate Agents or the landlord. The tenant will be responsible for the cost of such measures.

As detailed above, a special tenant's insurance policy is available to cover contents, water damage, theft and fire damage. Further details can be obtained by telephoning Bourne Estate Agents.

## Management visits

All properties managed by Bourne Estate Agents are visited approximately three times a year at mutually convenient times. Occasionally Bourne Estate Agents are asked to visit more frequently. All visits will be arranged/agreed with the tenants and confirmed in writing. Visits take place during normal office hours and co-operation is requested.

If an appointment has been arranged and upon visiting our representative is unable to gain access an inconvenience charge of **£60.00 incl. VAT** will be applied to the tenant unless that tenant has given at least 48 hours written notice to Bourne that the appointment should be changed.

If the landlord manages the property he may wish to visit occasionally to check all is well. Neither Bourne nor the Landlord(s) can gain access without consent of the tenant.

## Tenancy Termination

**If you wish to terminate your tenancy then two months' written notice must be given in accordance with your tenancy agreement.** If either party do not wish to renew a tenancy then towards the end of a tenancy the tenant will be contacted to arrange a mutually convenient appointment for the Check-out.

This will be carried out by an independent Inventory Clerk or, if the Landlord is managing the property, at a time agreed between the two parties.

At the time of check-out all items must be in the location noted on the Inventory, otherwise a charge of **£36.00 incl. VAT** per hour may be incurred to move them. This charge will be payable by the tenant. All belongings of the tenant must be removed prior to the Check-out.

As well as checking the condition of the property, its contents, fixtures and fittings, the Inventory Clerk, or the landlord, will take the meter readings for the utilities and collect all sets of keys to the property.

If any keys, security fobs or other devices are missing tenants will be charged either for their replacement or for changing the lock to which the key belongs; or the relevant codes for any device.

The property should be cleaned before the Check-out. The cleaning extends to all windows, carpets, curtains and the property itself. The garden should be well maintained, grass cut and free of weeds. All kitchen equipment, if applicable, should be laid out on the work surface to enable their condition to be checked.

Allowances will be made for fair wear and tear. Any extra cleaning or damage will be charged to the tenant and deducted from the deposit.

Following the Check-out it is sometimes necessary for Bourne Estate Agents to purchase replacement items that have been damaged or broken. The tenant will be charged the cost of the replacement item(s) plus a "shopping fee" of **£36.00 inclusive of VAT**.

If tenants are not ready to vacate at the agreed time the Check-out may have to be re-arranged. This will incur a cancellation charge of **£72.00** inclusive of VAT if an Inventory Clerk has been instructed.

Bourne should be provided with a forwarding address along with details of the person to whom the deposit should be returned and the bank account details.

Failure to do so may result in a delay in returning the deposit. This forwarding address is also passed to the utility suppliers and the local authority so that they can send the final accounts for the property.

## **Fees:**

### **Set-up charges**

As well as the initial rent and deposit a set-up fee is due on all tenancies. The fee due will be TWELVE DAYS RENT plus VAT. The set-up fee includes the cost of administrating the let, taking up references, preparing the tenancy agreement etc.

### **Quick check –in**

Should you wish to move into a property within 5 working days from the date of reservation then this may be possible using our “quick check in” service.

However, in order to cover the additional administration costs this involves a charge of 3 days rent which will be made above our standard administration charge of 12 Days Rent plus VAT. All charges are subject to vat.

### **Third party fees**

An administration charge of **£36.00** inclusive of VAT is applicable for providing a reference to a third party (e.g. *mortgage lenders reference or another letting agent*). These will only be provided in writing and the fee must be paid prior to any reference being given

### **Tenancy renewal**

Provided both parties are willing and any increase of rental has been agreed, the tenancy may be renewed for a further fixed term. A charge of **£96 inclusive of VAT** is payable for the negotiation of the new tenancy and for the drawing up of the renewal documentation.

### **Change of occupant including additional occupant**

Provided the landlord grants permission a tenancy can be transferred from one named party on the agreement to another, with the previous tenant being released from all obligations pertaining to the property. If the landlord is in agreement then an additional tenant may be added.

A fee equating to **£300.00 inclusive of VAT** will be applicable in respect of the admin/ references/new tenancy agreement costs.

## RESTRICTIONS & DOCUMENTATION REQUIREMENTS

**RESTRICTIONS** Many landlords are unable to accept the following:

- 1 Sharers
- 2 Housing Benefit
- 3 Pets
- 4 Children
- 5 Smokers

The above restrictions apply to any tenancy taken **unless** agreed otherwise, in writing, prior to the signing of your tenancy agreement.

### DOCUMENTATION REQUIRED

#### UK Citizen

1. Proof of address where you are currently residing dated within the last three months.
2. This must be in the form of a Bank Statement, Utility Bill or Council Tax Statement.
3. A copy of your passport. The applicant must be present at Bourne's office and present their passport in person for photocopying. Copies cannot be taken by an applicant and forwarded to Bourne.

#### European Union Citizen

1. Proof of address where you are currently residing in the UK dated within the last three months.
2. This must be in the form of a Bank Statement, Utility Bill or Council Tax Statement.
3. A copy of your Passport or official ID Card which will be taken by a member of staff of Bourne when the applicant is physically present in the office. Bourne cannot accept copies forwarded to them.
4. Proof of Address for the country of your origin

#### Non European Union Citizen

1. Proof of address where you are currently residing in the UK dated within the last three months.
2. This must be in the form of a Bank Statement, Utility Bill or Council Tax Statement.
3. A copy of your Passport or official ID Card which will be taken by a member of staff of Bourne when the applicant is physically present in the office. Bourne cannot accept copies forwarded to them.
4. A copy of your Visa/Work Permit which will be taken by a member of staff of Bourne when the applicant is physically present in the office. Bourne cannot accept copies forwarded to them.

## SUMMARY OF REQUIREMENTS

Monies/ Documentation Required	When Required
£500 reservation fee which may be subject to deductions if the tenancy does not go ahead.	A property cannot be reserved until such time as this is received
Signed declaration of "Tenants Guide to Renting" indicating level of insurance required	This must accompany the reservation fee
Copy of Passport or official ID card taken by Bourne when the applicant is present	Within 48 hours
Proof of Residency (this should be financial such as a bank/credit card statement)	Within 48 hours
Proof of Address for Country of origin (if applicable)	Within 48 hours
Proof of Visa/Work Permit taken by Bourne when the applicant is present (if applicable)	Within 48 hours
Completed online referencing questionnaire	Within 48 hours
Signed Tenancy Agreement	As early as possible. No later than 48 hours prior to the commencement of intended tenancy * (see note below)
First month's rent	In advance (as above) * (see note below)
One and a half months' rent as deposit (minus £500 holding deposit)	In advance (as above) * (see note below)
Tenants' charges (12 days rental + vat)	In advance (as above) * (see note below)
Express Check In Service (3 days rental + vat)	In advance (as above) * (see note below)
Check out fee	In advance (as above) * (see note below)
Completed Standing Order mandate (Please return to Bourne)	In advance (as above) * (see note below)
<b><i>Please note that should the proposed let be subject to the sale of a property then these monies/agreement will be required within the 10 day reservation period. Please refer to the declaration at the end of this guide.</i></b>	

***\*\*Please note that if we do not receive the required documentation within 48 hours we reserve the right to re-advertise the property and the holding fee will be non re-fundable.\*\****

## TENANT'S RESPONSIBILITIES

*Upon taking up occupancy of a property you immediately become responsible under the Housing Act which states that you should "look after the property" in a tenant like manner". This means that throughout the tenancy the tenant is responsible for such matters as those listed below:-*

- ❖ **Cleaning of net curtains** both during and at the end of the tenancy
- ❖ **Window cleaning** at the end of the tenancy
- ❖ **Pest Control** if infestation is due to the negligence of the tenant
- ❖ **Ignition of Pilot** light in boiler
- ❖ **Keeping the property ventilated** and condensation free
- ❖ **Defrosting of fridge and freezer** at regular intervals and defrosting at the end of the tenancy.
- ❖ **Keys** – Should keys become lost inform us immediately. You will be liable for the cost of additional keys or new locks.
- ❖ **Leaving the property for any length of time** – During the colder months the heating should be left on at a reasonable temperature; the loft hatch left open. Any insurance requirements must be satisfied.
- ❖ **Insurance of tenants' contents**
- ❖ **Repair of window or glazing** due to accidental damage caused by tenant or visitor
- ❖ **Maintenance of garden** unless a gardener is provided
- ❖ **Regular cleaning of property** in order that it may be returned in the same condition as commencement of tenancy, allowing for fair wear and tear.
- ❖ **Keep limescale at bay** in particular sanitary ware, dishwasher, washing machine etc
- ❖ **Security of property**
- ❖ **Replacing battery in smoke detector**
- ❖ **Fuses and trip switches**
- ❖ **Condition of driveway** i.e. oil on driveway and removal of weeds
- ❖ **Clearing of gutters** if cleaned at the start of the tenancy
- ❖ **Damage** to items by the tenant or his visitors
- ❖ **Replacement of light bulbs**
- ❖ **Maintenance of appliances** i.e. removal of coins etc in washing machine or dishwasher, cleaning of filters and soap trays, changing of bags in vacuum cleaner.
- ❖ **Clearing of blocked toilets, sinks & drains** caused by the negligence of the tenants or their visitors
- ❖ **Bleed air from radiators**
- ❖ **Removal of all rubbish and personal possessions** at the end of a tenancy
- ❖ **Aware of obligations** tenants should take a copy of the tenancy agreement to a solicitor, the Citizens Advice Bureau or other legal representation and be aware of the obligations.
- ❖ **Chimney Sweeping** annually and at the end of the tenancy irrespective of use.

## SUMMARY OF COSTS

**\*\* With the view of being completely transparent, we detail all of our costs so all of our clients have an understanding of what costs are expected throughout the term of their agreement. All costs are details within the tenants guide for future reference. Please retain a copy for your records\*\***

Service	Charge
Admin charges (covers two references)	12 days rent plus VAT
Standard deposit	Value of 1.5 months' rent required
Deposit if pets are in situ	2 months deposit
Additional references for tenants and guarantors	£60 inclusive of vat
Change of occupier / re-referencing after making advanced payment	£300 inclusive of vat
Replacing lost inventory	£36 inclusive of vat
Onward references	£36 inclusive of vat
Move in with five working days	3 days rent plus VAT
Renewing the tenancy agreement	£96 inclusive of vat
Failure to check out at the time specified	£96 inclusive of vat
Rent reminder letter	£18 inclusive of vat
Check out charge	Based on size of property – Price on application
Completion of a hard copy reference rather than online	£12 inclusive of vat
If a cheque for any monies is dishonoured	£36 inclusive of vat
If standing order is not cancelled at the end of tenancy	£36 inclusive of vat
Additional copy of an inventory	£36 inclusive of vat
Additional copy of an signed tenancy agreement over and above what is provided once tenancy is executed	£36 inclusive of vat

## **SMOKE & CARBON MONOXIDE REGULATIONS 2015**

The Government has introduced the Smoke and Carbon Monoxide Alarm Regulations (2015) to make landlords in the private rented sector in England responsible for ensuring that smoke and carbon monoxide detectors are appropriately installed and are in proper working order at the start of a new tenancy.

From the 1 October 2015 landlords will have to ensure that a smoke alarm is fitted on every floor of their property where there is a room used wholly or partly as living accommodation. They will also have to put a carbon monoxide alarm in any room where a solid fuel is burnt, such as wood, coal or biomass and includes open fires. It does not include gas, oil or LPG.

Landlords or agents will then have to ensure that the alarms work at the start of each new tenancy. For example by pressing the test button until the alarm sounds.

During the tenancy it is a tenant's responsibility to ensure the alarms work and it is their responsibility to change the batteries during the tenancy. However, should the alarms become faulty during the tenancy landlords are responsible for replacing them. It is the tenant's responsibility to check these monthly and advise their landlord/agent should they become faulty.

The Smoke and Carbon Monoxide Alarm Regulations 2015 can be read in full here:  
[www.legislation.gov.uk/ukdsi/2015/9780111133439/contents](http://www.legislation.gov.uk/ukdsi/2015/9780111133439/contents)

## **DOCUMENTS BY E-MAIL**

For speed and efficiency, we will send all of your tenancy documents to you at the e-mail address provided overleaf. This will include vital information such as your How To Rent booklet, Energy Performance Certificate and Safety Certificates pertaining to the property.

Should you prefer to receive them by some other means please advise your local office.

Please sign here to confirm that you have read, understood and accept the above:

### **Applicant 1 –**

Full name: .....

Signature: .....

Date: .....

### **Applicant 3 –**

Full name: .....

Signature: .....

Date: .....

### **Applicant 2 -**

Full name: .....

Signature: .....

Date: .....

### **Applicant 4 -**

Full name: .....

Signature: .....

Date: .....

## DECLARATION

	YES	NO
I/We have received and agree to the terms & conditions as set out in the Tenants Guide and Obligations to Renting.	<input type="checkbox"/>	<input type="checkbox"/>
The information which I/We have given/give in the application forms is true to the best of my/our knowledge. I/We consent to this information being verified by fair and lawful means, which I/We understand will involve contacting referees and licensed credit reference agencies. I/We understand the resulting verified information will be forwarded to the letting agency and/or to the landlord. The results may also be accessed again if I/We apply for a tenancy in the future.	<input type="checkbox"/>	<input type="checkbox"/>
Data Protection – I/we understand & agree that the information provided may be used by Bourne Estate Agents and passed on to a third party as necessary. I also understand that this information will Not be sold for marketing purposes	<input type="checkbox"/>	<input type="checkbox"/>
I/we are aware that we should inform Bourne Estate Agents at the time of application any bankruptcy orders/county court judgements which have incurred in the past 7 years. Should an adverse credit score be received as a result of our failure to comply with the above, or an unacceptable landlord or employment reference be supplied (as per the tenancy application), I/ we understand that this will result in the loss of up to the maximum of the reservation fee to cover the administrative costs incurred.	<input type="checkbox"/>	<input type="checkbox"/>
The proposed tenancy is subject to the sale of another property	<input type="checkbox"/>	<input type="checkbox"/>
I/we agree to take the property as seen. Note: If you have any worries you must clarify these prior to handing over a holding deposit. Properties will not be improved or additional items supplied after the tenancy commences.	<input type="checkbox"/>	<input type="checkbox"/>
I/we are aware that unless otherwise stated we are not guaranteed any tenure beyond the initial seven month period.	<input type="checkbox"/>	<input type="checkbox"/>
I/we are aware the I/we are responsible for arranging adequate insurance cover for our own contents/personal effects.	<input type="checkbox"/>	<input type="checkbox"/>
I/we agree that any deposit monies held by Bourne Estate Agents at the end of the tenancy will only be released to either Landlord or Tenant following their mutual agreement of monies to either party. I/we are aware that Bourne Estate Agents are not liable for any legal fees in the event of agreement not being achieved between the Landlord and Tenants. Landlord and Tenant respectively will be responsible for their own legal fees.	<input type="checkbox"/>	<input type="checkbox"/>
I/we wish to move into the property using the Quick check-in service and understand that this will incur an additional fee equivalent to 3 days rental plus VAT.	<input type="checkbox"/>	<input type="checkbox"/>
I/we are aware that if for any reason I/we do not fulfil the agreed terms, the Holding Deposit of £500 is non-refundable to the applicant.	<input type="checkbox"/>	<input type="checkbox"/>
I/We are aware that we need to complete our references within 48 hours of agreement of this offer otherwise the property will be re-marketed.	<input type="checkbox"/>	<input type="checkbox"/>

## **TENANTS INSURANCE**

Bourne Estate Agents work with Letrisks to provide liability and contents insurance to our tenants. Bourne do not provide or sell insurance but can arrange for a qualified individual to talk you through your options. Please tick the appropriate box below to confirm if you would or wouldn't like a quote.

Yes

No

Information on the policies are available upon request.

## **SPECIAL REQUESTS**

As discussed with a representative from Bourne Estate Agents and agreed by the Landlord, please confirm in writing any works required/special requirements to which this let is subject including cleaning and providing or removing any goods. Note that if no conditions are specified then the tenant agrees to take the property as seen on the viewing:- (any items listed below that are made after the initial offer will be subject to re-negotiation).

# REFERENCING INFORMATION

Property Address.....

Monthly rental amount £..... Proposed tenancy commencement ...../...../.....

Do you wish to use the express move-in service? YES NO Required tenancy term .....

Do you have any pets? YES NO if yes please advise .....

## Financial Assessment

The referencing company will require annual earnings equivalent or more than the monthly rental. Please confirm your (joint) earnings are equal to 30 x the monthly rental.

30 x £..... = £..... p.a (Example 30 x £800 = £24,000 p.a) YES / NO

Do any of the tenants have any CCJ's registered against them or entered into an IVA? YES / NO

## Applicant 1

Full name: ..... Share of rental .....%

Current Address: .....

Date of Birth: ...../...../..... Current residential status: .....  
(Home Owner, Private Tenant, With Parents, Other – please specify)

E-mail Address: .....

Telephone numbers: Home: ..... Mobile: .....

## Employment Details

Job Title: ..... Employer: .....

Annual Salary: ..... Start Date: .....

Is your position Full Time? YES / NO Are you within a probation period? YES / NO

Is this position permanent or contract? .....

National Insurance Number: .....

## Landlord Details (if you are currently in rented accommodation)

Name: .....

E-mail Address: .....

Telephone numbers: Home: ..... Mobile: .....

Signed.....

Full Name.....

Date.....

**Applicant 2 / Guarantor**

Full name: ..... Share of rental.....%

Current Address: .....

Date of Birth: ...../...../..... Current residential status: .....  
(Home Owner, Private Tenant, With Parents, Other – please specify)

E-mail Address: .....

Telephone numbers: Home: ..... Mobile: .....

**Employment Details**

Job Title: .....Employer:.....

Annual Salary: ..... Start Date: .....

Is your position Full Time? YES / NO Are you within a probation period? YES / NO

Is this position permanent or contract? .....

National Insurance Number: .....

**Landlord Details (if you are currently in rented accommodation)**

Name: .....

E-mail Address: .....

Telephone numbers: Home: ..... Mobile:.....

Signed.....

Full Name.....

Date.....