



Simply Rent

TENANT'S APPLICATION GUIDE

FORM T0

These notes explain how to rent a property from us.

Please note that until we have received your deposit and accepted your application we are not bound to let the property to you and we will continue to market the property.

Warning: if any false statement is made knowingly or recklessly by or at the instigation of a proposed tenant applying to rent a property from us the Landlord may be entitled to terminate the tenancy under Ground 17 in the Housing Act.

1 To rent a property from us you must:

- be a UK national, or have been resident in the UK for at least the last 6 months **AND**
- be aged 18 or over at the start of your tenancy **AND**
- have a good credit record (one CCJ of no more than £300 may be acceptable) **AND**
EITHER
 - earn at least 2½ times the monthly rent from **either** permanent employment for at least the last 6 months **or** self employment for at least the last 3 accounting years **or** long term savings, disability benefit, state pension or tax credits awarded for at least 9 months**OR** (except for some properties)
 - receive housing benefit totalling at least 80% of the monthly rent **or** be a full time student **or** have been self employed for less than 3 years **or** have been continuously employed for less than 6 months **or** earn less than 2½ times but more than 1½ times the monthly rent**AND**
 - provide a Guarantor who is a resident of the UK or IOM, has a good credit record (no CCJs, IVAs or bankruptcy) and an income of at least 3 times the monthly rent from permanent employment or self employment for at least 3 years

If you cannot meet these conditions please contact us as we can usually agree special arrangements such as an additional deposit or the payment of additional rent in advance.

2 Our standard terms for all properties are:

- your tenancy will be an Assured Shorthold Tenancy with an initial fixed term of 6 months during which neither side may terminate the tenancy; after that the tenancy may be terminated by you by giving one month's notice or by the landlord giving two month's notice
- you must pay a deposit (bond) normally equal to one month's rent when you apply for the property and we will hold this until you move out (see para 7)
- you must pay the rent on the day you move in and each month after that; you must pay this by bank standing order

We are normally prepared to discuss non standard terms.

3 To rent a property from us you will need to provide the following:

- an application from each tenant with every question answered satisfactorily (see para 5)
- the deposit and the first month's rent in cleared funds
- a bank standing order for payment of the rent from the second month onwards
- a signed and witnessed Tenancy Agreement (we will provide the Tenancy Agreement)
- proof of your identity and residence at your current address (for each of you if you are renting jointly)

If you require a Guarantor you will also need to provide:

- an application from your Guarantor with every question answered satisfactorily (see para 5)
- a signed and witnessed Guarantee Agreement (we will provide the Guarantee Agreement)
- proof of your Guarantor's identity and residence at his/her current address

4 Applying for a tenancy

To rent a property from us you will need to do the following:

Step 1: view the property

- when you have identified a property that interests you we will arrange an appointment for you to view the property; you may be shown around by ourselves, by the landlord, or by the current tenant
- if you cannot keep an appointment we have agreed you must inform us in plenty of time; if you do not do so we will not make any other appointments for you to see any property
- if, having viewed the property, you decide that you want to rent it you should tell us immediately; you should also tell us if you have any special requirements or are unsure of any point relating to the property or the proposed tenancy; we will provide a copy of our standard tenancy agreement if you ask us.

Step 2: complete application forms

- once you have told us that you would like to rent the property you should complete the necessary application forms (see para 5) and send them to us
- you can download the application forms from our web site <http://www.simplyrent.co.uk> or we can send them to you by email or by post; we recommend that you send the applications back to us by fax if you can
- it normally takes about 2 working days to validate your application once we start to process it

Step 3: pay the deposit

- we will not process your application until we have received your deposit; we will tell you how much deposit we require; it will normally be the same amount as one month's rent
- you must pay the deposit in one of the following ways:
 - by transfer direct from your bank account to our account at HSBC, 7 High Street, Whitchurch, Shropshire, SY13 1AW sort code 40-46-25, account no 43663094
 - by paying cash over the counter at any branch of HSBC quoting our sort code and account number (see above); you MUST instruct the counter clerk to quote your name as a reference so that we know it is from you
 - by sending us a Building Society cheque or Banker's Draft (we recommend that you use Royal Mail Special Delivery)
 - by sending us cash (you MUST use Royal Mail Special Delivery)
- if your application is not approved we will refund your deposit immediately
- if when your application has been approved you confirm that you wish to rent the property you will be contractually bound to do so and your deposit will be held as a holding deposit and will not be refunded if you later change your mind
- if you proceed with the tenancy we will hold your deposit throughout your tenancy in accordance with the requirements of the Tenancy Deposit Scheme, a deposit protection scheme authorised by the Government; at the end of the tenancy we will refund it to you providing that the property is in good order and there are no arrears or rent or other charges; if you and the landlord cannot agree on how much of your deposit should be refunded to you the Tenancy Deposit Scheme will arrange for the dispute to be settled by an independent arbitrator unless either of you wish to use the Courts.
- if you provide false information on your application, or if you withdraw your application after we have started to process it, we may charge you £25.00 + VAT per person to cover our costs in processing it

Step 4: take over the property

- we will make an appointment with you to meet at the property you are renting and hand it over to you; this will take between 30 minutes and 1 hour
- if you are providing a Guarantor then he/she must also attend this meeting if he/she has not already signed the Agreement
- you will need to bring with you (unless we have already received them):
 - the first month's rent in cash
 - the documents proving the identity and address of you and your Guarantor and copies for us to retain (see para 7)
- we will bring:
 - the keys to the property
 - the Tenancy Agreements and the Guarantee Agreement if required
 - 2 copies of the Inventory and the Tenants' Instructions for the property
 - a Bank Standing Order mandate for you to sign to pay the rent
- together we will need to:
 - read the gas and electricity meters
 - check the Inventory and record any defects or deficiencies
 - ensure that you know how to work any appliances

5 Tenant's Application Form (Form T1)

We will require a Tenant's Application Form from each person to be named on the Tenancy Agreement.

You must ensure that:

- every box on the application form is completed; enter n/a in any box which does not apply
- you include a postcode with every address you enter on the form
- you include a fax number and/or email address for your employer and your current landlord if they have one
- you include details of all your income on the form and include details of how it can be verified
- if you are self employed you include details of your accountant on the back of the form
- if you receive benefits or pensions you include full details on the back of the form

If you do not do this the form may have to be returned to you and you may lose the property.

6 Guarantor

We will require a Guarantor's Application Form if you have to provide a Guarantor. The application form should be completed in the same way as the Tenant's Application (see para 5)

Your Guarantor will be required to sign a legally binding agreement to pay all rent and other charges due if you fail to do so. If your Guarantor later decides to end his/her Guarantee Agreement you may have to leave the property.

7 Proof of identity and residency at current address

We require the following for each tenant and guarantor (you should give us a photocopy of each document and show us the original):

- **Proof of identity**

This should be one of the following:

- passport
- photographic ID card from an established organisation
- new style driving licence (both parts are required – one part is NOT sufficient)

- **Proof of residency**

This should be one of the following:

- signed driving licence showing your current address (providing you have not used this to prove your identity)
- a recent (no older than 3 months) gas, electric, water, or telephone/mobile bill (a bank statement is NOT acceptable)
- a council tax bill showing your name and current address
- a letter from the Personnel/Human Resources department of your employer confirming the address; this must be signed and dated by the payroll department or a Finance Director and contain the printed name and position of the signatory

8 Your tenancy

Once you have taken over the flat or house the most important fact to remember is that the property is the landlord's private property. As a tenant you have the right to live in the property without interference by the landlord, but the landlord is entitled to expect that you will look after the property as he/she would if they were living in the property themselves.

The terms of all tenancies may be varied by agreement between the landlord and the tenant, but you should assume that the following terms will be included unless we have specifically told you otherwise.

Rent

You must pay the rent in full and on time by bank standing order. We allow 3 working days from the date your rent is due for it to reach our account. If we have agreed that you can pay rent in any other way you must ensure that we receive it by 5.00 pm on the day it is due. If we do not receive your rent in time we will charge you for the work we have to do in keeping the landlord informed and in chasing you for payment.

What you must do:

The following is a brief list of some of your obligations:

- lock all doors and windows whenever you go out
- take good care of the property and its contents and repair any damage (we suggest you take out insurance to cover this)
- keep the property heated, especially in winter
- allow us (or workmen) into the property to repair or inspect it
- keep the garden tidy and mow the grass in summer
- pay the utility bills (gas, water, electricity, council tax, telephone, etc)

What you must not do:

The following is a brief list of some of the things you must not do:

- cause a nuisance to the neighbours
- do anything to adversely affect the landlord's insurance
- leave the property empty for more than 30 days
- use the property for any illegal or immoral purpose
- use the property for anything other than to live in it (eg you must not run a business from it)
- take in lodgers (whether they pay you or not)
- sub-let the property
- damage the property
- alter the outside of the property
- put up notices or signs outside the property
- make any alterations to the electrical wiring or the plumbing
- change the locks without our permission
- keep pets without our permission
- allow anyone to smoke in the property without our permission
- allow ventilation to become obstructed

Ending the tenancy

You may terminate the tenancy after the end of the initial fixed term (normally 6 months) by giving one month's notice in writing. Any notice you give will be effective from the next monthly anniversary of the commencement date of the tenancy and will expire one month later. For example, if your tenancy commenced on 15 April and you wished to leave in November you would have to give one month's notice on or before 15 October, and your tenancy would terminate on 15 November.

If the landlord wishes to terminate your tenancy the same conditions apply except that the landlord will give two month's notice. The landlord cannot terminate the tenancy during the first 6 months unless the tenant has broken the terms of the Tenancy Agreement.

Moving out

When you come to move out of the property you must ensure that the property is clean and tidy throughout (both interior and exterior), and that all the items listed on the Inventory are clean and undamaged and in the room against which they are listed in the Inventory.

Once you have returned the keys to us we cannot allow you back into the property to clean it or put right any damage. If the property needs cleaning or damage needs repairing we would be obliged to engage contractors to complete the necessary work; you would have to pay for this.

Deposit

When you moved into the property you paid us a deposit. We hold this as "stakeholder" on behalf of both you and the landlord. When you move out of the property we will refund this deposit to you providing that the rent is up to date and the property in at least the condition it was in when you moved in.

We aim to refund the deposit within a few days of you moving out. If, however, there are faults or damage to be repaired we cannot release the deposit until these repairs are completed. You should, therefore, in your own interests ensure that all faults and damage are repaired before you leave the property.

If you and the landlord cannot agree on how much of your deposit should be refunded to you the disputed amount will be handed over to an arbitration service authorised by the Government and the arbitrator will decide how the disputed money should be divided between you.

Note: forms referred to in this Guide are available from us on request or can be downloaded from our website at <http://www.simplyrent.co.uk>

All completed forms and other documents required by us should be sent to:

by post: Simply Rent, Old Scypen, Bickley Town, Malpas SY14 8EQ
by fax: 01948 820218

DATA PROTECTION ACT

Any information you provide to us may be verified by whatever means are deemed necessary. The results of the findings may be forwarded to the landlord and may be accessed again should you default on any rental payments or apply for a new tenancy agreement in the future. Simply Rent and/or their approved agent may search the files of a Credit Reference Agency and IDS Ltd, the insurance industry's data collection agency, which will keep a record of that search. No details of the searches will be given to you by Simply Rent, their agents, or the landlord, but you may request the name and address of the Credit Reference Agency to whom you may apply for a copy of any information provided. In the event of your defaulting on the rental payment any such default may be recorded with the Credit Reference Agency and IDS Ltd who may supply the information to other credit companies or insurers in the quest for responsible granting of tenancies, insurance and credit. Any default in the payment of rent will affect any future application for tenancies, credit or insurance.

All information provided and the results of any verification process may be held in computer or paper records by Simply Rent and/or their agent(s) and may be released to the landlord or to any other person or organisation entitled by law to receive it; it may also be passed to any credit referencing tracing or other agency if the property is vacated in an unsatisfactory condition or leaving monies owing to us, the Landlord, or to any other person or organisation connected in any way with the property or the landlord