

Application to Rent  
for an Assured Shorthold Tenancy  
May 2019

TuckerGardner

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PROTECTED

We are delighted that you have chosen to rent a property through us. In signing this form, which confirms amongst other things our terms and conditions regarding the property you have chosen, you are entering into an agreement with us. This form or a further copy of it, should be completed by all person(s) whose name(s) will appear on the final tenancy agreement.

The acceptance of any offer by the landlord is subject-to-contract and conditional on satisfactory references being obtained and approved. Photo identification, passport or identity card, and confirmation of the right to rent in the UK will be required from all persons aged 18 or over residing at the property.

We hope the language and layout of this form is clear as we want you to understand our responsibilities to one another as well as your obligations around the proposed tenancy, both to us and to your landlord. We also want you to clearly understand before proceeding any further, the costs that you will likely incur in addition to the payment of rent.

## Costs you should allow for

### **Holding Deposit – 1 Weeks Rent**

We require this payment of intent as confirmation of your intention to proceed with the proposed tenancy. This must be paid now, and if your tenancy proceeds it will be put towards your first rental payment. The holding deposit will not be refunded to you (or any other proposed joint tenant) - If you:

1. Decide not to proceed with the tenancy.
2. Fail the Right to Rent checks (and we could not have reasonably expected that you or any other adult occupier was disqualified from renting because of immigration status).
3. Fail to take all reasonable steps to enter into the tenancy (and we and the landlord have taken all reasonable steps to enter into a tenancy agreement with you).
4. Provide false or misleading information regarding your ability to meet the referencing criteria outlined below.

Payment of the holding deposit does not constitute the granting of a tenancy or a promise to enter into a tenancy on the part of us or the landlord.

This payment will be refunded to you within 7 days if the landlord decides not to offer you a tenancy for any reason other than those listed 1-4 above. If a tenancy has not been entered into by the "deadline for agreement" the holding deposit will be returned to you unless one of the exceptions at 1-4 above applies, or we agree an extension with you. You agree that the deadline for agreement shall be either 15 days beginning from the day when you paid the deposit to us, or until the proposed start date of the tenancy as confirmed below in the Application to Rent, whichever is the later. Any extension will be agreed with you in writing. Where we return the holding deposit, you agree that we may return the holding deposit to you, any other person who paid the holding deposit to us, or any other individual who you applied to rent a property with as joint tenants. In signing this Application to Rent you agree to the holding deposit being held on this basis.

### **Rent in Advance – 1 Month**

Under the terms of most tenancy agreements you will usually be required to pay 1 months rent in advance prior to commencement of the tenancy.

### **Deposit – Usually equivalent to 5 weeks rent**

The deposit is held to protect your landlord from you not meeting your obligations under the terms of the tenancy. Whilst you should check the tenancy agreement for details specific to your tenancy, it will likely be held by us as stakeholder and protected under a Tenancy Deposit Protection Scheme (TDP). This means that no deductions can be made until you and the landlord have reached an agreement or there is a judgement by the courts or a TDP scheme.

Subject to the landlords consent a deposit replacement product may be deemed acceptable in lieu of a cash deposit.

## Terminating your tenancy early & changes

### **Change of Sharer - £50 (Inc. VAT)**

This charge applies when you wish to replace a named tenant with another tenant partway through your tenancy and your landlord has agreed to the change. It includes preparing all the documentation relating to the change including an amended tenancy agreement.

### **Surrender - £30 (Inc. VAT)**

This charge applies to preparation of documentation where, at your request, the landlord has agreed to release you from the tenancy early. This charge is in addition to any compensation you agree to pay the landlord as a condition of his acceptance of an early release.

## Default Fees

### Late Payment of Rent

Where rent remains overdue for more than 14 days interest will be charged at 3% above the Bank of England's annual percentage rate for each day that payment is outstanding.

### Lost keys and security devices

You will be responsible for the reasonable costs incurred by the landlord or us for replacing lost or damaged keys and security devices e.g. access fobs and garage/ alarm remote controls.

### Breach of contract

You will be responsible for damages recoverable from you by the landlord as a result of any breach of the contractual agreement between you. Your obligations will be confirmed in the tenancy agreement that you are asked to sign.

## Preparation of your Tenancy

### References & Right to Rent

Your references will usually be completed by a referencing agency on behalf of your landlord. We may need to share the information you provide with organisations outside of our organisation. We will share the results of any referencing application and Right to Rent Checks with your proposed landlord and/or their representative(s).

In order to pass the referencing process and demonstrate your suitability as a tenant you will be required to meet the following criteria:

**Affordability** – The annual rent or your share thereof should be no more than 40% of your gross annual income. Example: With a monthly rent of £1,000, equating to £12,000 pa your gross salary will need to be at least £30,000. Working: Monthly rent x 12 / 40 x 100 = £ Minimum annual salary required.

**County Court Judgments (CCJs), Bankruptcy & Insolvency** – CCJs, Orders and Arrangements must be disclosed in writing before you sign this form and pay a holding deposit. We can then establish what impact this may have on the outcome of the referencing process.

**Employment** – Where earned income is required to meet the affordability test you will need to demonstrate that you are employed under a confirmed contract of employment. The annual rent or your share thereof should be no more than 40% of your gross annual salary. Your employer will be asked to confirm details of your employment in writing. If you are self-employed then your income should be evidenced either by a Tax Return or Accountants Report.

**Proof of Address** – You will be required to provide proof of address for a minimum of three years.

**Previous Landlord Reference (where applicable)** – You will be required to provide a reference from your previous landlord or agent confirming that you met your obligations under the terms of the agreement, including payment of rent and looking after the property.

**Right to Rent** – You will be required demonstrate that you and anyone aged 18 years or over living at the property has the right to reside in the UK. Further information on this requirement can be found on Page 7.

### IMPORTANT NOTE

YOUR SIGNING OF THIS FORM CONFIRMS THAT YOU MEET THE MINIMUM CRITERIA OUTLINED ABOVE. IF IT LATER TRANSPIRES THAT THIS CONFIRMATION WAS EITHER FALSE OR MISLEADING THEN THE HOLDING DEPOSIT WILL NOT BE REFUNDED TO YOU. IF YOU ARE IN ANY DOUBT AS TO YOUR ABILITY TO FULFILL THIS CRITERIA YOU SHOULD NOT SIGN THIS FORM OR PAY A HOLDING DEPOSIT.

### The Tenancy Agreement

Before your tenancy commences you will need to sign a tenancy agreement that sets out both yours and your landlords obligations. You are able to sign the tenancy agreement either electronically or in person. You will be provided with an example of our standard tenancy agreement by way of a guide to your likely obligations under the final agreement. The final tenancy agreement will differ from the example and therefore additional care should be taken before signing the final document. If you do not understand any points you should seek independent legal advice before signing it.

### The Deposit

We will collect and hold as stakeholder a deposit from you (usually equivalent to no more than 5 weeks rent) against any unpaid rent or bills as well as dilapidations and other losses incurred as a result of any breach of the terms of the tenancy.

Details of any Tenancy Deposit Protection relating to your tenancy will be confirmed within the tenancy agreement and associated documentation.

Where a deposit replacement product has been introduced by us details will be confirmed either within the tenancy agreement or by way of an addendum to it. In such cases we will receive a commission payment from the provider. We will inform you of the amount of commission upon receipt of a written request from you.

### **Initial Monies**

In good time for commencement of the tenancy you will need to pay initial monies. These usually comprise the first periods rent and the deposit. We are unable to grant possession of any property until or unless cleared funds equivalent to the full balance payable have been received.

All monies due should please be paid by Debit Card or by direct transfer to our client account. We are unable to accept cash.

### **Inventory & Schedule of Condition**

These documents are important when looking at what, if anything, should be deducted from your deposit at the end of the tenancy; they are therefore of equal importance to both landlord and tenant. You are deemed to have accepted the content of the inventory check-in report unless you notify us or your landlord in writing within the first 7 days of your tenancy.

### **Rental Payments**

Rent is payable in advance by standing order in accordance with terms of your tenancy. You should either complete a Standing Order Mandate or set one up using online banking prior to the start of the tenancy. You will be asked for evidence of having done so. Please note that all payments should be made 5 days prior to the due date of rent to allow for clearance and to ensure you are compliant with the terms of your tenancy. We are not able to receive rental payments in any other form.

Any funds held by us as agent will be held in a bank account designated as a client account and separate from our own funds. Client monies are held with either National Westminster Bank plc or Royal Bank of Scotland Group plc in one of the following client accounts: Countrywide Residential Lettings Ltd Clients Midlands; Countrywide Residential Lettings Ltd Clients South; Countrywide Residential Lettings Ltd Clients North; Countrywide Residential Lettings Ltd t/a Cryers & Sons Client Rental; Countrywide Residential Lettings Ltd t/a City Lets Client Serviced Lets; Countrywide Residential Lettings Ltd t/a Lighthouse deposit; Countrywide Residential Lettings Ltd t/a Lighthouse office; or Countrywide Residential Lettings Ltd t/a Lighthouse client.

Any interest or other income derived from the operation of these accounts shall be the exclusive property of Countrywide Residential Lettings Limited.

If you pay rent directly to your landlord either from the start or at any time during your tenancy and your landlord is resident overseas you should seek professional advice about the implications of the Non-Resident Landlord Scheme. Further information is available on the HMRC website.

### **Utilities**

It is your responsibility to ensure that utility accounts are promptly set up in your name and that meter readings are provided to the appropriate companies at the start of your tenancy. You must also notify the local authority for the payment of council tax and ensure that a valid television licence remains in place throughout your tenancy.

You acknowledge that we will use your name, address and contact details for the purposes of notifying your council tax, water and energy suppliers at the property for the purposes of setting up your accounts with them. We will pass these details to Spark Energy Ltd (a subsidiary of OVO Energy Limited) who performs these services on our behalf.

If you would prefer not to have your details passed to Spark Energy Ltd. you will be given an opportunity to opt out later in the application process.

### **Insurance**

The landlord is responsible for insuring the building together with any contents belonging to him. Under the terms of the tenancy agreement you are responsible for damage caused which, when proven, can be deducted from your deposit or form part of a wider claim.

Please remember that the landlord's policy does not protect your possessions. However, we can arrange a tenants contents policy for you through AXA Insurance UK Plc.

### **Our involvement with your tenancy**

The degree to which we will be involved with your tenancy once it commences will depend on the basis upon which we have been instructed to act for the landlord. If you do not know whether the property you wish to rent is managed by us or not, please ask our local office. Please note that the terms of our instruction could change prior to or during the tenancy. Landlord service options are:

- Full Management Service
- Standard Letting Service

## **During your Tenancy**

### **Getting used to your new home**

Neither we nor your landlord are responsible for explaining how appliances, heating, cooling and other systems within the property work. It is therefore important that you carefully read any instruction manuals provided before operating them and/or reporting any problems. Instruction manuals and "How To" videos are usually available online where copies are not available at the property.

We are, at your request and expense, able to arrange for a qualified contractor to meet you at the property and offer assistance.

### **Property Visits**

Properties managed by us will usually be subject to at least one property visit per annum. The purpose of this visit(s) is to check the condition of the property, and that the tenancy is being conducted according to the terms of the tenancy agreement.

### **Your Safety**

It is important that you check on a weekly basis the correct operation of all smoke detectors and carbon monoxide alarms (the latter fitted where there are oil fired boilers and fossil fuel fires and stoves) within the property using the test button. Batteries should be replaced when required and the alarm kept free from dust.

Please ensure that you are familiar with your escape route in the event of a fire or similar emergency. Where the property is situated within a development of flats/ apartments you should also be familiar with the emergency evacuation advice relating to the building as a whole. In the event of a fire never use the lift.

Air vents in rooms containing boilers, fires and stoves should never be blocked to prevent draughts as this can result in the production of potentially lethal carbon monoxide gas.

### **Usage**

Your use of the property is subject to the conditions set out in the tenancy agreement. These will usually include you not being permitted to smoke within the property or to keep a pet(s) without the landlords prior written consent.

### **The End of Your Tenancy**

To avoid a potential claim against your deposit it is important that you return the property, fair wear and tear aside, in the same condition as you found it. This includes, but is not limited to, cleaning the property to the same standard as at the start of tenancy.

## **Terminating Your Tenancy & Tenancy Changes**

### **Terminating Early**

Should you wish to terminate your tenancy prior to the first date allowed under the terms of your tenancy agreement and your landlord agrees, you will be responsible for compensating the landlord for losses resulting from the early termination, including any commission payable in connection with re-letting of the property. The level of compensation will be discussed with you at the time of your request in order that you can make an informed decision around whether or not to remain at the property.

You will also be charged £30 (Inc. VAT) for preparation of documentation used to confirm the early termination.

### **Change of Sharer**

In the event that you wish to replace yourself, or another member of your house hold, partway through a tenancy this will be at the discretion of your landlord whose consent must be sought in advance of any change. Our standard referencing procedure on the proposed replacement will be required before they can be or will be deemed suitable by the landlord. All such negotiations remain subject-to-contract.

You will be charged £50 (Inc. VAT) for preparation of documentation required to confirm the change.

## **General Information & The Legal Part**

### **Conflict of Interest**

We endeavor to provide an excellent service and comply with the Codes of Practice of ARLA Propertymark, the rules of the Ombudsman Scheme and those of the Royal Institution of Chartered Surveyors. You should nonetheless be aware that the landlord is our client and, as such, we cannot advise you or act in any manner which might bring about a conflict of interest in respect of our duty to act in the landlords best interests at all times.

### **Data Protection**

We recognise that your privacy is very important and so we want you to be confident with the way we process your personal information. Full details of how we process your information can be found on our website:

[www.countrywide.co.uk/notices/PrivacyNotice.pdf](http://www.countrywide.co.uk/notices/PrivacyNotice.pdf)

Printed copies of our privacy notice are available on request. You may change your communication preferences or withdraw from any further communications from us by contacting us at [privacy@countrywide.co.uk](mailto:privacy@countrywide.co.uk)

All information will be processed in accordance with the applicable data protection laws.

Please bear in mind that we may share personal information, as necessary, with local authorities, utility service providers (e.g. water and energy suppliers), third party referencing providers, and contractors acting on our behalf (e.g. repair companies) or any other relevant third parties, so that we can deliver our services or to carry out any other obligations arising from this agreement. We may also share your information with other companies within Countrywide plc group, who may use it to advise you of their services or issue quotations connected to you.

### **Indemnity**

You will indemnify us against loss, injury, damage or costs, howsoever caused or incurred, which may result from your occupation of the property and/or your breach of, or failure to comply with, the terms of the tenancy agreement.

### **Liability**

To the fullest extent permitted by law we assume no responsibility, and shall not be liable, for any damages, losses, injuries or claims or any direct, incidental or consequential damages of any kind, howsoever arising, in connection with the letting or management of the property. This includes, but is not limited to, any negligence on our part.

### **Variation**

No amendment or variation to the content of this form will have any effect unless approved in writing by a Director of Countrywide Plc.

### **Priority**

In the event of any inconsistency between this Application to Rent and the tenancy agreement, the terms of the tenancy agreement shall take priority.

### **VAT**

The VAT inclusive charges are based on the current rate of VAT. If the rate changes the charges will be adjusted to reflect that change.

### **Warranty**

You warrant that all the information provided in relation to your financial and occupational status and right to reside in the UK is correct and wholly accurate. If you provide false or misleading information this will result in the loss of your holding deposit.

## Information

**Proposed tenancy start date:** \_\_\_\_\_

Your holding deposit will be held initially for 15 days or until the proposed start date noted above, whichever is the later, save for where an extended period of retention is subsequently agreed with you in writing. In signing this Application to Rent you agree to the holding deposit being held on this basis.

**PLEASE NOTE: THE NAMES OF ALL THOSE WHO WILL BE NAMED ON THE TENANCY AGREEMENT MUST APPEAR HERE IN FULL**

Your FULL name(s) \_\_\_\_\_

Nationality (each person) \_\_\_\_\_

Passport - country of issue/Citizenship (each person) \_\_\_\_\_

Will anyone else aged 18 or over during the tenancy who is not a named tenant be living at the property? \_\_\_\_\_ Y  N

If yes then name, nationality and passport country as above \_\_\_\_\_

Current Address \_\_\_\_\_

Postcode \_\_\_\_\_

Forwarding Address (After the tenancy) \_\_\_\_\_

Postcode \_\_\_\_\_

Primary Contact No \_\_\_\_\_

Alternative Contact No \_\_\_\_\_

Primary Email \_\_\_\_\_

Alternative Email \_\_\_\_\_

Rental Term (Length) \_\_\_\_\_

Are there any conditions upon which your offer is based?

## Initial Monies

Rent for first period..... £ \_\_\_\_\_

Deposit (usually 5 weeks)..... £ \_\_\_\_\_

**Total..... £ \_\_\_\_\_ Inc. VAT**

Less Holding Deposit ..... -£ \_\_\_\_\_

**Balance due prior to commencement of your tenancy ..... £ \_\_\_\_\_ Inc. VAT**

## Declaration

I/we hereby agree to the above terms. I/we confirm that the above information is correct and that I/we have read and understood the terms and conditions detailed herein. I/we confirm receipt of copies of the How To Rent guide and an energy performance certificate relating to the property we have chosen to rent.. I/we accept that by signing this document I/we are bound by its entire contents.

Signature \_\_\_\_\_

Name \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_ Date \_\_\_\_\_

# Right to Rent

**“Right to Rent” rules place a legal duty on landlords to check that every tenant has the right to live in the United Kingdom.**

## How does this affect me?

Your landlord will need to establish that you and anyone aged 18 or over living at the property has the right to reside in the UK. Checks will be undertaken on all adults, including British citizens, nationals from the European Economic Areas (EEA) and those from elsewhere in the world. You will not be discriminated against on the basis of your nationality.

If you are British, a citizen of the UK and colonies with a right of abode in the UK or a permanent resident of an EEA country or Switzerland, you automatically have the right to rent in the UK.

Countries in the EEA: Austria, Belgium, Bulgaria, Croatia, Republic of Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden and the UK.

## What if I am from outside the EEA or Switzerland?

You will be asked to confirm your nationality and to demonstrate that you have the right to stay in the UK. Where your right to stay has a time limit it will be checked again once that time limit has ended or after 12 months, whichever is the later.

## What checks are undertaken?

All adults living at the property will be asked to provide original documents confirming their right to rent in the UK. Documentation will be checked in the presence of the holder.

## Helpful Hints

- i) Any visa giving a time limited right to remain must be in a current passport. A time limited visa in an expired passport, even when accompanied by the replacement passport, is not currently accepted by the Home Office as demonstrating right to rent.
- ii) Everyone aged 18 years and over living at the property is required to provide original documentation for checking in person prior to commencement of the tenancy. If anyone is unavailable to present themselves and their documents in person this will either delay the start of the tenancy or result in

that person(s) being excluded from the tenancy and therefore unable to reside at the property on any basis until their right to rent has been established and new tenancy documentation prepared..

- iii) Please book an appointment with us to check your documents in good time for the start of the tenancy.

## What documents are acceptable?

**Your passport** – showing you are a British citizen, a citizen of the UK and colonies with the right of abode in the UK, or a national of the EEA or Switzerland – or that you are allowed to stay in the UK.

**A certificate of registration or naturalisation** – as a British citizen.

**Your national identity card** – showing you are a national of the EEA or Switzerland.

**A registration certificate** – or document showing you are a permanent resident of a country in the EEA, or Switzerland.

**A current permanent residence card** – showing you are allowed to stay in the UK because you are a family member of a national from the EEA or Switzerland, or have derivative right of residence.

**Home Office documents** – such as a biometric document or immigration status document with a photograph and a valid endorsement showing you are allowed to stay in the UK.

Alternatively you are able to show any two documents from an alternative list; a copy of which is available upon request.

## What if I cannot provide documents?

Without the required documents your landlord will not be able to rent to you.