

APPLICATION PROCEDURE

PROPERTY INFORMATION & SELECTION - We give a brief description of what each property has to offer but you will naturally wish to inspect to decide if a property meets your requirements. Indeed, we are unable to accept applications until all parties have viewed the property. If you have any specific needs, please discuss these before viewing to avoid unnecessary visits. In particular, the degree of any furnishings included in the letting will vary between properties and whilst properties are usually viewed with the contents that will be included present (apart from when existing tenants occupy), landlords are sometimes willing to add or remove items to suit. Any specific concerns or requirements should be referred to us before applying.

APPLICATION PROCESS - Once you have viewed a property that interests you, you will be required to complete tenancy application forms relevant to the proposed tenant(s). We use a reputable national tenant referencing company that adheres to strict standards. Forms must be completed by each proposed occupant over 18 years of age. Incomplete forms may result in processing delays and even missing out on the property.

Applications are submitted to a landlord as soon as they have been received so if we have more than one interested party and they submit their application form first the landlord may decide to proceed and ultimately anyone else that have yet to complete will miss out.

ALL APPLICANTS WILL NEED TO PROVIDE PHOTO IDENTITY DOCUMENTATION SUCH AS PASSPORT OR DRIVING LICENSE. NON-BRITISH PASSPORT HOLDERS WILL BE SUBJECT TO FURTHER ENQUIRIES REQUIRED BY UK IMMIGRATION LEGISLATION.

Once provisionally approved we will need to carry out the right to rent check as required by UK immigration legislation. Once this has been completed a holding deposit equivalent to one week's rent is required to secure the property during the application process. This will be deducted from your first rent payment upon successful completion. **The property will now be reserved subject to contract and satisfactory references and sanctions check.** If the landlord decides not to proceed with your application and it is no fault of your own the holding deposit will be refunded. However, if you provide false or misleading information, fail to complete the application within the agreed timeframe, or decide not to proceed after paying the holding deposit, the deposit may be retained.

In many situations, applicants will be asked to nominate a guarantor who will also need to be referenced and will have to agree to meet your obligations in respect of the tenancy in the event of your default. Please note that the guarantor will be responsible for the whole period the Tenant occupies the property and not just for the initial fixed term. **The guarantor will need to be resident in the UK, have a UK bank account and be employed with a verifiable income.**

Any adverse credit history such as County Court Judgments must be declared as failure to do so will result in the application automatically being rejected. Personal data obtained will be processed in accordance with the General Data Protection Regulations and the Data Protection Act 2018. A copy of our Privacy Notice can be provided on request or may be viewed on our web site at www.payne-cov.com.

THE COMBINED MONTHLY EQUIVALENT INCOME OF ALL APPLICANTS WILL NORMALLY BE EXPECTED TO EXCEED THREE TIMES THE PROPERTY RENT. ANY REQUIRED GUARANTORS INCOME WILL NEED TO EXCEED FOUR TIMES THE PROPERTY RENT

SETTING UP THE TENANCY - Once an application has been accepted, we will liaise between you and the landlord to determine a date when your tenancy can start and after preparation of the Tenancy Agreement, you will be advised of the initial payment that will be needed. Subject to the property being available, you will normally be required to commence within two weeks of approval of your application. **WE MUST STRESS THAT WHERE A CURRENT TENANT OCCUPIES THE PROPERTY, THE START OF YOUR TENANCY MAY HAVE TO BE DELAYED IF THAT TENANT FAILS TO VACATE THE PROPERTY WHEN THEY HAD PREVIOUSLY INDICATED OR IF IT IS NOT HANDED OVER IN ACCEPTABLE CONDITION.** As these events are totally beyond the control of the landlord or us, we cannot accept responsibility for costs that you may suffer because of any delay.

TENANCY LIABILITY - You should be aware that your liability under the tenancy will be "joint and several" if there is more than one applicant. This is a legal term which means that all joint tenants named on the agreement are equally liable to meet the rent and other obligations of the tenancy, even if it is one of their co-tenants in default. You should only enter into such an agreement if you are sure that you are prepared to accept this responsibility. You are also committed to the tenancy for the full initially agreed period and will be liable under it even if you vacate before the agreed end date. Also, if one person leaves, their liability continues, even if others remain, until the tenancy is properly ended.

INITIAL RENT - Rents are as quoted in our particulars and will generally be payable calendar monthly, due in advance on the first day of each month. If you take over part way through a month, an apportioned amount will be calculated as the rent due from the start date to the end of that calendar month although you will need to pay at least one full month of rent at commencement.

SECURITY DEPOSIT (or BOND) - You will also be required to pay a Security Deposit or Bond at the start of the tenancy. This is usually the legally approved amount, equivalent to 5 weeks rent, rounded down to the nearest £5.00 below. We normally hold this in the capacity of Stakeholder for the duration of the tenancy in our Client's Account with HSBC Bank plc, Cathedral Lanes 5/6 High St, Coventry CV1 5RE, in accordance with RICS Members' Accounts Regulations and it is covered by our membership of the RICS Client Money Protection scheme. The deposit will also be protected and handled in accordance with the rules of The Dispute Service Limited, a government approved body under the Housing Act 2006, of which we are members. Neither party to the tenancy will be entitled to any interest on the deposit and any interest accruing will belong to the stakeholder. In some cases, the deposit will be held and protected by the landlord, in which case you will be notified

UTILITIES - Unless otherwise stated, the rent will not include charges for gas, electricity or water, nor any Council Tax due for the period of the tenancy. These will be your own responsibility. We will notify the appropriate companies and local authority at the start of the tenancy of the change of occupancy, but you will need to contact them yourself to set up payment arrangements.

Tenant Fees Act 2019 – Permitted and Prohibited Charges

The **Tenant Fees Act 2019** restricts the fees that landlords and letting agents can charge tenants in England. Below is a breakdown of the permitted charges and those that are prohibited under the legislation.

Permitted Tenant Charges

1. **Rent** – The agreed rental amount stated in the tenancy agreement.
2. **Tenancy Deposit** – Capped at:
 - **Five weeks' rent** (if annual rent is below £50,000)
 - **Six weeks' rent** (if annual rent is £50,000 or more)
3. **Holding Deposit** – Capped at **one week's rent**, refundable unless the tenant:
 - Withdraws from the tenancy
 - Fails Right to Rent checks
 - Provides false or misleading information
 - Delays signing the tenancy agreement
4. **Default Fees** (if stated in the tenancy agreement):
 - **Late Rent** – Interest of **3% above the Bank of England base rate**, chargeable after 14 days of non-payment.
 - **Lost Keys or Security Devices** – Must be **reasonable and evidenced by receipts**.
5. **Changes to Tenancy** – Up to **£50 (or reasonable costs if higher)** for changes requested by the tenant (e.g., adding a tenant, changing terms).
6. **Early Termination Fee** – Must not exceed the **landlord's financial loss** or the **agent's reasonable costs**.
7. **Utilities & Council Tax** – If specified in the tenancy agreement
8. **TV Licence & Communication Services** – If included in the tenancy agreement.

GDPR CLAUSES FOR ONE UTILITY BILL

1.1 The Tenant agrees to the Disclosure of Tenant's personal details to One Utility Bill Limited ("One Utility Bill or OUB"), John Payne Estate Agents ("John Payne Estate Agents"), and the incumbent Energy Supplier for the purposes of Utility Registration.

1.2 At the start of the Tenancy, gas and electricity will be provided, or will be in the process of being provided by the incumbent Energy Supplier, the details of this supplier information will be communicated to the tenants by One Utility Bills customer service team via phone call and/or email. The tenants are not in a contract with their incumbent Energy Supplier and are free to choose any Energy Supplier option available to them.

1.3 The Tenant agrees that John Payne Estate Agents may pass the Tenant's name, phone number, email address, to One Utility Bill, for the purposes of;

- a. registering the gas and electricity meters at the property in the Tenant's name with the incumbent Energy Supplier providing gas and electricity to the Tenant and administering the Tenant's account with the incumbent Energy Supplier if applicable;
- b. registering the Tenant with the incumbent water supplier to the property.
- c. informing the relevant district Council, for your property, of the new tenancy commencing, if required.

The incumbent water supplier may contact the Tenant in order to provide further information about its services and products and conclude an agreement with the Tenant for those services and products.

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1.4 John Payne Estate Agents will only process data on behalf of One Utility Bill. One Utility Bill will use the Tenant's details only for the purposes set out above and not in any other way. One Utility Bill and John Payne Estate Agents will comply with their obligations as a data controller and/or data processor (as applicable) under the General Data Protection Regulation effective, as of the 25th May 2018.

1.5 One Utility Bill will handle Tenant's data in the manner set out in One Utility Bill's standard Terms and Conditions and/or Privacy Notice. One Utility Bill will not hold any personal details longer than is necessary and will only use it for the purposes as set out above in a lawful manner. Our Data Retention Policy is available on the One Utility Bill Website.

John Payne Estate Agents are members of the redress scheme administered by The Property Ombudsman.