



BELLGRANGE ESTATES – INFORMATION FOR TENANTS

Once you have decided on a property and have agreed with us the rental and the date you wish to move in, the following will apply: -

Fee of Intent

We will require an amount **equal to one week's rent** as a fee of intent before we can begin the referencing process.

If the Tenancy proceeds, **then the fee of intent will be used towards the initial deposit or rental payment.**

This should be paid to our client account by bank transfer, or we will accept cash. If you do pay by cheque or bank transfer we cannot begin the referencing process until the cheque has cleared. If the applicant chooses not to proceed or fails to provide complete and accurate information in the application, the fee of intent will be forfeited and will not be refundable.

In the event that the applicant (including Joint applicant and/or guarantor) fails to provide sufficient information for satisfactory references to be completed (including guarantor references) within the timescale of 10 days from the date the Fee of Intent is received by Bellgrange Estates, for any reason, or where the applicant(s) (including Joint applicant and/or guarantor) fail right to rent checks, or where the applicant(s) (including Joint applicant and/or guarantor) provide false or misleading information, or where the tenant doesn't take all reasonable steps to enter the tenancy, the total of the applicant's fee of intent, will be forfeited and will not be refundable.

In the event that the applicant (including Joint applicant) changes the terms of the original offer that was accepted, after the fee of intent has been paid, and the landlord no longer proceeds because of the changed terms by the applicant, then the applicant is deemed to have withdrawn their offer and their fee of intent will be forfeited and will not be refundable.

The landlord is reasonably entitled to take into account the difference between the information provided by the applicant(s) (including Joint applicant and/or guarantor) and the correct information in deciding whether to grant a tenancy to the tenant and the landlord is reasonably entitled to take the applicant(s) (including Joint applicant and/or guarantor) action in providing false or misleading information into account in deciding whether to grant such a tenancy. Where the Landlord decided not to grant the Tenancy under the above circumstances, the fee of intent will be forfeited and will not be refundable.

An example of false or misleading information would be the applicant's (including Joint applicant and/or guarantor) income declaration was significantly too high, the applicant has provided information which is clearly inaccurate about their income or employment, the applicant (including Joint applicant and/or guarantor) fails to disclose (when directly asked) any relevant information which later comes to the landlord or The Landlord's agent's attention, or the attention of any referencing agency used, such as valid County Court Judgements (CCJ), where an applicant omits to declare a previous address – and the omission has a bearing on their credit worthiness or other assessment of suitability.

If the applicant (including Joint applicant and/or guarantor) provides false or misleading information unknowingly, the fee of intent will be forfeited if it materially affects the decision to grant the tenancy.

If the Tenancy does not go ahead, and the applicant(s) are entitled to a refund, the fee of intent will be returned within 7 days of agreement.

In circumstances where the fee of intent is forfeited, an explanation will be given in writing within 7 days.

Personal documents required

We will require to see 2 types of photographic ID for each person, one of which must be a valid passport, and we need to take and keep a copy.

We will also need to see a utility bill for each person dated in the last 3 months, e.g., gas, electricity, telephone bill or council tax bill, as proof of your existing residential address, and take a copy.

We will also require to see and take a copy of the last 3 month's bank statements for each prospective tenant.

Please note that if you are not a UK passport holder, then we will also require to see a VISA or proof of your right to reside / work in the UK. This does not apply to EU citizens or EU passport holders*

***EU citizens or EU passport holders:** For each EU applicant we need to see proof of EU Settlement Status, giving the Right to Rent in the UK. This must be one of the following documents:

- VISA; Pre-Settled Status; Settled Status; Residence Permit; Home Office letter.

Alternatively, please provide your Share Code from the Home Office, plus your date of birth, and we will check your Right to Rent on the Gov.uk website.

Please note that we require these documents before we can go ahead and submit your application for tenant referencing.

Please note that individual landlords may require to see additional documentation or have additional requirements.

Referencing

You will be asked to complete a referencing application for each person moving in aged 18 or over. If you require a guarantor then we will require the same information for your guarantor *.

Please note that we use a tenant referencing company to carry out the references.

They will contact your employer (or accountant if self-employed). The referencing company will only contact an employer or accountant on a company telephone number or a company email address (not a personal mobile number or personal email address). Your employer or accountant will be required to provide confirmation of your Income to the referencing company. Either Bellgrange Estates Ltd or their referencing company will contact your employer or accountant for verification.

The referencing company will also contact your current or previous landlord if applicable, for references.

The referencing company may also request additional references or documentation and will carry out financial checks on each applicant.

In order to pass the referencing, the applicant/s must earn sufficient to cover the rent, using an "income-to-rent ratio". This means that **you have to earn (jointly if more than one tenant working) 2.5 x the annual rent**; or if you using a *guarantor or guarantors, **the guarantor or guarantors must earn at least 2.5 x the annual rent**. For example, if the annual rent is £12,000, then you must earn at least £30,000, or the guarantor or guarantors must earn at least £30,000 singularly or jointly. The income used will be as confirmed by your/their employer or accountant. For self-employed people, the income is calculated as the average of the last 3 years drawings or income, as confirmed by your/their accountant. If you do not think that your/their employer or accountant will be able to confirm a sufficient amount of income, you may not be able to proceed with the tenancy, as each tenant must pass the referencing.

Note: if your income is less than the guidelines above, please check with Bellgrange Estates as you may be able to pass with a lower income under certain circumstances.

***Guarantor:** You will need a guarantor if you earn less than 2.5 x the annual rent, as explained above. You may also need a guarantor if you have a poor credit history, or CCJs, etc. The requirement for a guarantor may not apply if you are paying the rent up front for the whole tenancy term. We will tell you if you need a guarantor. A Council Tenant cannot be a guarantor. A guarantor must be based in the either England or Wales. You can also only have 1 guarantor per individual tenant (e.g., If you have 2 tenants taking occupation, you can have 2 guarantors, but if only 1 tenant is taking occupation, you can only have 1 guarantor).

Please Note: If the rent is paid upfront for the whole tenancy we may not need the usual employment references and/or credit checks, but we would need to check proof of adequate funds. Additional references may be required subject to status.

By paying the Fee of Intent (see page 1) you also authorise Bellgrange Estates Ltd to share your personal information with the relevant reference agencies, Bellgrange Estates' staff members, switching service companies and the Landlord of the property you are applying to rent. You also agree that the information obtained can be retained, stored and used by Bellgrange Estates Ltd in accordance with the Data Protection Act.

Landlord / Agency References

If your Landlord or previous agent makes a charge for a reference, this charge will be passed onto you. We make a charge of £55 + VAT for agent references, should your new Landlord or agent require a reference.

Commencement of tenancy

This is usually the moving in day, and the day you will receive the keys to the property. For most tenancies a "check in" will be carried out and the keys handed over at the check in.

No later than the working day before the tenancy start date, we will require the full deposit less any amount already paid as a fee of intent (deposit is the equivalent of 5 weeks rent where the annual rent is below £50,000, or the equivalent of 6 weeks rent where the annual rent is £50,000 or more). We will also require the first month rent (or higher amount if agreed). This should be paid to our Client bank account by bank transfer, or we will accept cash. If you do pay by cheque or bank transfer you will not be able to move in until the cheque or bank transfer has cleared. You will be unable to receive the keys or move into the property until all monies have been paid in full, and cleared in our bank account.

All tenants (and guarantors if applicable) will be asked to sign all pages of the Tenancy Agreement (please note that a copy of a sample Tenancy Agreement is available upon request at any time, even before the fee of intent is paid). The landlord(s) will also sign the Tenancy Agreement.

Please note that you will not be able to move into the property until the referencing has been completed and a pass report issued, and the full amounts have been paid, and the Tenancy Agreement has been signed.

When your tenancy has commenced, we will provide you with a copy of the fully signed tenancy agreement, and the landlord's contact details (or Management contact details if the property is managed).

Note. The deposit will not be payable if you use the deposit replacement scheme and instead the service fee is payable to Reposit.

Deposit

If your tenancy agreement is an AST (Assured Shorthold Tenancy) the deposit will be protected in a government-backed Tenancy Deposit Scheme and returned to you at the end of the tenancy, subject to the terms of the scheme.

Deposit Replacement Scheme

In the event that you (the tenant) use a deposit replacement scheme, the five or six weeks deposit referred to above will not be payable to Bellgrange Estates, and instead you shall pay the service fee of one week's rent to Reposit, prior to the commencement of the Tenancy Agreement. This service fee is non-refundable and is not a deposit. Full terms available upon request.

Rent

The rent is usually paid to the landlord each month (or to Bellgrange Estates client account if we are managing your tenancy or collecting the rent for the landlord). The rent should be paid on the same date each month by standing order, which you must arrange with your bank. We will provide a standing order form.

Utilities

You should arrange for the council tax to be registered in your names (contact the local council tax office by phone or on-line), and register the utilities (gas, electric, telephone, water) in your name, from the date your tenancy commences.

Bellgrange Estates Ltd may employ an outside switching service company to act on our behalf to notify the local council, water supplier, and gas (if relevant) and electricity supplier that you have moved into the property and set up accounts for you. We will provide them with the meter readings on the date you move in. The switching service company and the utility companies will contact you accordingly.

The switching service company compare the markets to give new tenants the best available choices for energy and media services, and they may contact you to discuss this with you. They do not charge for their services, and you will be under no obligation to use their services.

Management of the Property

At the start of the tenancy (or during the Tenancy if it changes), we will advise you who is responsible for managing the Property. Where we are not managing the Property, we cannot authorise any repairs or maintenance or guarantee the speed at which repairs will be carried out. Where we are managing the Property, we may have to obtain the Landlord's consent before proceeding with a repair.

Where we manage a Property and hold keys, the Tenant is to inform the Property Management Team if they want to be present when works take place. However, where we do not hold keys or the contractor is not willing to collect keys, it is your responsibility to provide access.

Amendments to Tenancy Agreement

Where a tenant requests a change to the tenancy agreement, the agent will charge the Tenant £50 for the work involved in amending the tenancy agreement or the amount of The Agent's reasonable costs if they are higher. Any costs higher than £50 will be justified with evidence (available on request) to demonstrate the reasonable additional costs (above £50) of carrying out the work. Examples of changes to a tenancy agreement could be (for example); a change of tenant, or additional tenant, a change of share, permission to keep pets in the property)

End of Tenancy - Check Out / Key Handover

This will normally be carried out in normal office hours, Monday to Friday. However, if the tenant (applicant) chooses to check-out on a Saturday or Sunday, the Tenant will incur a charge of £75, but only where the tenant (applicant) has been given a reasonable alternative that does not require a fee (e.g., a check out during office hours, if this required).

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