

TENANT GUIDE AND FEES

Terms and conditions of application – Subject to contract

TENANT PERMITTED PAYMENTS

- Rent
- Utilities, council tax and TV licence
- Security deposits
- Holding deposits
- Default fees
- Replacement keys
- Fees for changing a tenant or ending a tenancy early

Cluttons LLP is a member of The Property Ombudsman Services Limited: Property redress scheme for dealing with complaints.

The Property Ombudsman
Milford House, 43-55 Milford Street
Salisbury, Wiltshire, SP1 2BP
Tel: 01722 333306
admin@tpos.co.uk
www.tpos.co.uk

Cluttons LLP is a firm regulated by the Royal Institution of Chartered Surveyors (RICS) and our annual regulatory review fee covers the Clients' Money Protection Scheme.

Holding deposit (per tenancy) – one week's rent

This is to reserve a property and will be put towards your first month's rent or tenancy deposit. Please Note: This will be withheld if any relevant person (including any guarantor(s)) withdraw from the tenancy, fail a Right to-Rent check, provide materially significant false or misleading information, or fail to sign their tenancy agreement (and/or Deed of Guarantee) within 15 calendar days (or other Deadline for Agreement as mutually agreed in writing).

Cluttons are required to obtain information from you to check that you meet the basic income and credit worthiness requirements before taking a holding deposit, this will be by way of an informal discussion about the requirements to let the property (e.g. acceptable level of income).

Cluttons will provide you with a clear understanding of what might count against you so that you have the opportunity to provide any relevant information. This includes previous missed and late payments.

Should Cluttons retain all or part of your holding deposit we will provide a written explanation and include the grounds for the decision. Should you disagree with the decision, you can challenge this through the local authority (usually Trading Standards), a redress scheme (if it concerns an agent) or via the First-tier Tribunal.

In the event that the Landlord withdraws from the proposed tenancy for reasons other than those described above or without other good cause you will be entitled to the return of the Holding Deposit in full.

Before the Tenancy can proceed and for the purpose of the Money Laundering Regulations 2007 we require photo ID in the form of a passport or driving licence and verification of your current address. If a guarantor is required to support your application, an additional reference form will need completing by them and photo ID and address verification will likewise be required.

Security deposit (per tenancy)

Five weeks' rent per tenancy for rent under £50,000 per annum or Six weeks' rent per tenancy where the rent exceeds £50,000 per annum. This covers damages or defaults on the part of the tenant during the tenancy.

This amount must be paid in cleared funds when you sign the Tenancy Agreement and it is held by Cluttons as Stakeholder for the duration of the Tenancy unless agreed otherwise. Where applicable Cluttons will register the deposit monies with a Tenancy Deposit Protection Scheme on behalf of the Landlord, as detailed below.

The Dispute Service Ltd PO Box 1255
Hemel Hempstead Herts
HP1 9GN
T: 08452667837
F: 01442253193
E: deposits@tds.gb.com
www.thedisputeservice.co.uk

All deductions must be agreed in writing by both Landlord and Tenant at the end of the Tenancy. The Tenancy is between the Landlord and the Tenant, and therefore, Cluttons is not liable for any proposed deductions made from the deposit which may fall into dispute. Any interest earned on the deposit shall be retained by Cluttons.

Check-in and check-out

Cluttons will be instructed by the Landlord as to what arrangements are to be made for the inventory. The property is taken as seen and the Tenant must satisfy him/herself with condition and the facilities.

References

Cluttons employ a third-party referencing agency to carry out reference checks. The process may take several days after you have completed the forms. You agree that the application and report may be passed onto the Landlord(s) so that an informed decision can be made as to whether a Tenancy shall be granted. All information you provide to the referencing agency must be accurate and honest. Providing materially significant false or misleading information may lead to your holding deposit being retained and the Landlord withdrawing from the tenancy.

Unpaid rent

Interest at 3% above the Bank of England Base Rate from Rent Due Date until paid in order to pursue non-payment of rent. Please Note: This will not be levied until the rent is more than 14 days in arrears.

Lost key(s) or other security device(s)

Tenants are liable for the actual cost of replacing any lost key(s) or other security device(s). If the loss results in locks needing to be changed, the actual costs of a locksmith, new lock and replacement keys for the tenant, landlord any other persons requiring keys will be charged to the tenant. If extra costs are incurred in exceptional circumstances there will be a charge of £15 per hour (inc. VAT) for the time taken replacing lost key(s) or other security device(s).

Payment of rent

Cluttons will collect the first months rent which must be in cleared funds when you sign the tenancy agreement and before you take occupation. Occupation will not be granted until all monies required have been paid in cleared funds, receipt confirmed by Cluttons accounts (open Monday to Friday 9am – 5.30pm). Thereafter, rent is payable by Standing Order to Cluttons or directly to the Landlord if we are providing a Letting Only service (payment terms are outlined in your tenancy agreement). The rent is to arrive on the due date as stated in the tenancy agreement. This means that the funds must leave your account 3 days before the due date.

Note – we require one payment for each rental period. We will not accept split payments between tenants.

Management of the property

At the start of the tenancy we will advise you who is responsible for managing the property. If we are not managing the property we are unable to authorise any repairs or maintenance or guarantee the speed at which repairs will be carried out. If Cluttons are managing the property, we may have to obtain the Landlords consent before proceeding with a repair.

Where we manage a property and hold keys, we will normally provide access to Cluttons contractors (with your permission). However where we do not hold keys or the contractor is not willing to collect keys, it is your responsibility to provide access.

Utilities

Under the terms of any Tenancy, you are responsible for the payment of telephone, gas, water, electricity accounts and council tax at the property during your tenancy. It is your responsibility to notify the relevant utility suppliers and the local authority that you are moving into/out of the property. You are also responsible for ensuring that there is a valid television licence for the duration of the tenancy. Utility companies may also require the occupant to provide access for any visit.

Note – Telecommunications companies will not accept instructions from anyone other than the account holder.

As required you authorise Cluttons in anticipation of any Tenancy to release any of your details to any appropriate third party to facilitate the granting of any Tenancy and your occupation of the Property and/or the cessation of any liabilities including Water Rates and other Charges at the conclusion of the Tenancy.

Insurance

It is your responsibility to insure your own belongings for the duration of the Tenancy. You are also advised to obtain insurance against any liability you may have for damage to the Landlord's fixtures and fittings and/or the Property.

Taxation

If you pay rent directly to your Landlords bank account and your Landlord is resident overseas, you will be responsible for applying the provisions of the Inland Revenue's Non-resident Landlord scheme for taxing UK rental income. Visit www.hmrc.gov.uk/index.htm for further information. These provisions do not apply if you are paying your rent to Cluttons.

Property condition

The property is taken as seen and the Tenant must satisfy him/herself with condition and the facilities. This should have a not be under tax but moved to the previous page under 'check in and check out'.

Stamp Duty and Tax

You have a legal responsibility to pay the costs of the Stamp Duty Land Tax which may be incurred during the term of your tenancy if the Rent exceeds the threshold. Please refer to <http://www.hmrc.gov.uk/index.htm> for full details.

Variation of contract (tenant's request) – £50 including vat

£50 (inc. VAT) per agreed variation. To cover the costs associated with taking landlord's instructions as well as the preparation and execution of new legal documents.

Change of sharer (tenant's request) – £50 including vat

£50 (inc. VAT) per replacement tenant or any reasonable costs incurred if higher. To cover the costs associated with taking landlord's instructions, new tenant referencing and Right-to-Rent checks, deposit registration as well as the preparation and execution of new legal documents.

Early termination – (tenant's request)

Should the tenant wish to leave their contract early, they shall be liable to the landlord's costs in re-letting the property as well as all rent due under the tenancy until the start date of the replacement tenancy. These costs will be no more than the maximum amount of rent outstanding on the tenancy.

Amendments

Cluttons reserves the right to change the schedule of fees and these terms of business upon providing reasonable notice in writing.

RIGHT TO RENT CHECKLIST

You must obtain original documents from either List A (Group 1 or 2) or List B of acceptable documents.

LIST A – GROUP 1

Any one of the following documents

- A passport (current or expired) showing that the holder is a British citizen or a citizen of the UK and Colonies having the right of abode in the UK.
- A passport or national identity card (current or expired) showing that the holder is a national of the European Economic Area or Switzerland.
- A registration certificate or document (current or expired) certifying or indicating permanent residence issued by the Home Office, to a national of a European Union, European Economic Area country or Switzerland.
- A permanent residence card, indefinite leave to remain, indefinite leave to enter or no time limit card issued by the Home Office
- (current or expired), to a non EEA national who is a family member or an EEA or Swiss national.
- A biometric immigration document issued by the Home Office to the holder indicating that the person named is allowed to stay indefinitely in the UK, or has no time limit on their stay in the UK. The document must be valid (not expired) at the time the right to rent check is made.
- A passport or other travel document (current or expired) endorsed to show that the holder is exempt from immigration control, is allowed to stay indefinitely in the UK, or has no time limit on their stay in the UK.
- A current immigration status document containing a photograph issued by the Home Office to the holder with an endorsement indicating that the named person is permitted to stay indefinitely in the UK or has no time limit on their stay in the UK. The document must be valid (not expired) at the time the right to rent check is made.
- A certificate of registration or naturalisation as a British citizen.

LIST A – GROUP 2

Any two of the following documents when produced in any combination:

- A full birth or adoption certificate issued in the UK, the Channel Islands, the Isle of Man or Ireland, which includes the name(s) of at least one of the holder's parents or adoptive parents.
- A letter issued within the last 3 months confirming the holder's name, issued by a UK government department or local authority and signed by a named official (giving their name and professional address), or signed by a British passport holder (giving their name, address and passport number), or Issued by a person who employs the holder (giving their name and company address) confirming the holder's status as an employee.
- A letter from a UK police force confirming the holder is a victim of crime and personal documents have been stolen, stating the crime reference number, issued within the last 3 months.
- Evidence (identity card, document of confirmation issued by one of HM forces, confirmation letter issued by the Secretary of State) of the holder's previous or current service in any of HM's UK armed forces.
- A letter from HM Prison Service, the Scottish Prison Service or the Northern Ireland Prison Service confirming the holder's name, date of birth, and that they have been released from custody of that service in the past 3 months; or a letter from an officer of the National Offender Management Service in England and Wales, an officer of a local authority in Scotland or an officer of the Probation Board for Northern Ireland confirming that the holder is the subject of an order requiring supervision by that officer.
- Letter from a UK further or higher education institution confirming the holder's acceptance on a course of studies.
- A current full or provisional UK driving licence (both the photocard and paper counterpart must be shown).
- A current UK firearm or shotgun certificate.
- Disclosure and Barring Service certificate issued within the last 3 months.
- Benefits paperwork issued by HMRC, Local Authority or a Job Centre Plus, on behalf of the Department for Work and Pensions or the Northern Ireland Department for Social Development, within the 3 months prior to commencement of tenancy.

LIST B

Any one of the following documents

- A valid passport or other travel document endorsed to show that the holder is allowed to stay in the UK for a time-limited period.
- A current biometric immigration document issued by the Home Office to the holder, which indicates that the named person is permitted to stay in the UK for a time limited period.
- A current residence card (including an accession residence card or a derivative residence card) issued by the Home Office to a non-EEA national who is either a family member of an EEA or Swiss national or has a derivative right of residence.
- A current immigration status document issued by the Home Office to the holder with a valid endorsement indicating that the named person may stay in the UK for a time-limited period.
- In the case that the person has an ongoing application with the Home Office, or their documents are with the Home Office, or they claim to have a discretionary right to rent, an email from the Landlords Checking Service providing a "yes" response to a right to rent request. This will only be sent to the landlord by the Landlords Checking Service.

European Economic Area Countries are: 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.

You will be required to present these documents to us in person and allow us to retain a clear copy on file. Should your documentation expire during the tenancy you will be required to supply proof of extended permission.