



Tenants Guide

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Introduction

Bennett Residential aim to provide both landlords and tenants with a high quality residential property management service, aimed in particular at the housing needs of businesses, professional and family community.

We have experienced and professional staff who always meet and exceed customer expectations in order to provide you with the best service possible.

Bennett Residential are able to advise our tenants on all matters relating to property rental and we provide a complete range of related services.

Fee Structure

When you apply to take up the tenancy you will need to pay an Application Fee of 30% of the 1st months' rent subject to a minimum charge of £95 and maximum charge of £225 plus VAT. In your case this will be £ inc. of VAT. This fee enables us to carry out the referencing that needs to be done, all admin involved with the tenancy and the preparation of the property for you. The fee is not refundable unless the tenancy has fallen through, through no fault of your own for example in the unlikely event that the Landlord pulls out.

References

We need to provide our Landlords with references in support of each tenant named in the Tenancy Agreement. These will include a bank status enquiry, an employment reference, a rent reference (where prospective tenants are already renting) CCJ and bankruptcy check and any credit you may have already in order to determine whether the property rental is affordable.

Occasionally we may request an accountant's reference, or we may do a company search where the tenancy is be entered into by a limited company, firm or partnership.

FLS carry out the referencing on our behalf. This is totally independent and we act on their information. After reviewing the information that you have given they will advise us of a credit limit for the rental payment. Below is a table that gives a guide as to the amount you need to be earning to rent a particular property.

Gross Salary	Rent Limit (not including outgoings)
£10,000	£291
£12,000	£350
£14,000	£408
£16,000	£466
£18,000	£525
£20,000	£583
£22,000	£640
£24,000	£700
£26,000	£758
£28,000	£816
£30,000	£875

In some circumstances (as a matter of course if you are under 25 years of age) a Guarantor may be needed in order for you to rent a property. This acts as a safeguard to the landlord that the rent will be paid. Please feel free to discuss this with a member of staff (particularly if you have a poor credit history) and we will be able to help you make a decision. The Application Fee will also act as a holding deposit for the property, until we are able to confirm whether or not a tenancy may be offered. We will only process one application at a time. Therefore, we suggest you complete our forms and pay your Application Fee as soon as possible to avoid disappointment.

A property cannot be reserved for you until the Application Fee has been paid and the signing of an Application Form does not commit **Bennett Residential** or the Landlord to granting you a tenancy. All fees except rent payments will carry VAT at the rate applicable.

Taking possession of the property and signing of the Tenancy Agreement.

Once references have come back and they are satisfactory we will then arrange a check-in/ move in date with you. On this day you will need to pay a deposit that is equivalent to one month's rent. Also you will need to pay rent in advance. If you check-in before the 15th of the month then you will need to pay the remaining days of that month's rent. If you check in after the 15th of the month you pay the rest of the month's rent and all the next month's rent. This is to be paid in cleared funds i.e. cash or banker's draft. Thereafter the rent is payable monthly in advance by standing order mandate on the first of the month.

Contents and Buildings insurance

Prior to move in we will require you to show proof of contents insurance. Neither **Bennett Residential** nor your Landlord will take any responsibility for your own goods. We offer a contents insurance package if you do not have your own preferred insurance provider.

If you cannot prove that you have insurance you may not be able to move in.

We also advise that you should insure against accidentally damaging the Landlords furnishings, fixtures and fittings during your stay, remembering that a small accident could absorb more than the sum of the deposit we hold. It is the landlord's responsibility to make sure that the buildings are insured.

Tenancy Agreements

We use Assured Shorthold Tenancy Agreements, a class of tenancy created by the 1988 Housing Act and amended by the Housing Act 1996. The nature of these contracts is that they are legally binding once signed, and are actionable in the courts if broken. We will prepare these agreements for you and the Landlord.

The minimum term for these contracts is six months unless stated otherwise when you apply. Where there are joint tenants all parties, including the husband and wife, must be named on all Agreements.

Re-letting

If for any reason you vacate the property before the fixed term end date with or without the Landlord's consent, you will be liable for rental payments to the end of the fixed term.

If the Landlord is happy to continue the tenancy your tenancy may be extended by 6 to 12 months or the tenancy becomes periodic and has no fixed end of term date. In this case 2 months' notice is required from the landlord or 1 month from the tenant should either party wish to end the tenancy.

Deposit

A deposit against damage or dilapidation etc. is required and we hold this at a sum equivalent to one months' rent unless otherwise stated. Your deposit must not be used in lieu of rent. Payment of rent from your deposit account cannot be seen as discharging your liability to pay the rent under the terms of the Tenancy Agreement. The deposit will be held in accordance with the 2004 Housing Act.

At the end of the tenancy, our staff will inspect the property, if the property is in the same condition as when it was let and the inventory is correct, deposits are refundable after your moving out. This will be paid by cheque and sent to your forwarding address.

In cases where deficiencies or discrepancies are found, we will resolve them as soon as possible. Deposits will be paid to us on signing of the Tenancy Agreement.

Inventories

An inventory of all the items left in the property and description of the general state and condition of the decoration and garden will be made to **Bennett Residential** prior to letting. This will need to be checked by you when you move in and then signed.

If required you will have four days to check the inventory yourself and send it back to us and if not received within that time limit the original inventory will stand. On check out of the property any repairs and replacements will be paid for from the deposit.

Payment of rent

Rent is payable monthly by standing order, leaving your account on the first day of each month. You will receive a form for this purpose on check-in, which must be completed and returned to us so that we can send it on to your bank or building society. You therefore must have a bank or building society account capable of supporting payments by this method.

Initially you will be given an invoice detailing the first months' rent and the deposit. The balance of this initial payment must be with us in cleared funds (cash or building society cheque) prior to your moving in.

It is a contractual obligation that the rent is paid on time, and by standing order. Failure to do so is a breach of contract, which may result in premature termination of your tenancy by the Landlord or it not being renewed.

TV Licence

Your TV licence should be transferred to your new home address. You are responsible for ensuring you have a TV license during your tenancy.

Gas, electricity and water

Gas, electricity and water bills are not inclusive of your rent. Although it is your responsibility to inform the relevant companies that you are taking the property, **Bennett Residential** will usually pass the relevant information on your behalf to the utilities. Some properties have pre-payment meters for electricity and gas; these can be swapped by the relevant board on request from you at no extra cost. Most utility companies offer monthly payment options on request.

Council Tax

As assured tenants, you will be responsible for paying this tax. As we can be required to give details of any tenancy to the Registration Officer, it is in your best interests to register yourselves at the beginning of the contract. Payment of the Council Tax by monthly direct debit is available by individual arrangement with the local authority.

Telephone

Particular attention should be paid to the telephone service, which can be now be taken over by an incoming tenant if required, at no cost providing there is no break in service. British Telecom will not talk to third parties, so we are unable to help you directly with these arrangements.

Pets

Should the landlord be willing to accept pets such as a dog or cat in the property, you would be expected to pay an additional months rent as deposit. Also, as we have to inspect the property on a regular basis, the presence of the pet must not cause any difficulty. When you leave the property at the end of the tenancy all carpets must be professionally cleaned. We will need to see the receipt for the work otherwise we may have to instruct our own cleaners and pay from the deposit.

Keys

At the time the tenancy commences, we will have keys to the property for you. We will issue you with one set of keys for each tenant. Keys will not be released to you until contracts have been signed and we are in receipt of the total amount due in cleared funds. All keys must be returned to us on check out.

Buying the property

If at any time you feel that you may be interested in buying the property you are renting, **Bennett Residential** will be pleased to explore this possibility on your behalf.

Rental arrears

Non-payment of rent is a breach of contract. If rent is outstanding for more than 14 days the Landlord is entitled to terminate the tenancy. If you breach the contract you can be sued by your Landlord for the whole of the money owed on a contract and the remedies available to a Landlord include the issue of a petition for personal bankruptcy.

We reserve the right to charge a reasonable administration fee in cases where it becomes necessary to transfer a deposit to your Landlord in lieu of rent, usually £40 plus VAT. We make an administration charge of £25 plus VAT for each returned cheque.

Inspections

You will be informed when your tenancy begins whether we are providing a management service or whether you deal directly with your Landlord. Where we are providing a management service we are required to inspect all our properties regularly.

An inspection will be normally be made approximately one month after commencement of a tenancy and thereafter inspections will be carried out every three months by a member of staff. We reserve the right to inspect more frequently if we feel it is necessary. Inspections are designed not to be intrusive and there is no need for you to be present unless you wish to be there. If you have been given permission to keep a dog in the property you will need make yourself available to be at the property for the inspection at the time advised by **Bennett Residential**.

Maintenance

We have our own maintenance and service department, which can deal with all maintenance and repair work required by any property or appliances.

Any maintenance required must be done through **Bennett Residential** as we need to seek our Landlords approval in advance for works carried out, any works done directly cannot be reimbursed.

Gas Safety

In accordance with the terms of The Health and Safety Act 1974 and the Gas Safety (installation and use) Regulations 1994 and Amendment Regulations 1996 and No2 Regulations 1996, we have a duty to ensure that each house

we manage has the gas appliances inspected each year and that a safety certificate is produced. We keep a copy of this certificate at our office and this can be seen if you so wish.

Electrical Safety

Under the terms of the Consumer Protection Act 1987 and the Electrical Equipment (safety) Regulations 1994, the landlord has a duty to ensure the electrical safety of the property.

Though there is at present no specific requirement to certify electrical safety in the way that needed for gas, we take every care to ensure that properties we manage are safe in this respect.

Fire Safety

Under the terms of the Consumer Protection Act 1987 and The Fire and Furnishings (Fire) (Safety) Regulations 1988 and the Fire and Furnishings (Fire) (Safety) (Amendment) Regulations 1993, the landlord has a duty to ensure that the soft furnishings at all our properties are safe and that they comply with the above regulations. This means that all relevant items should have labels confirming that they do comply.

Check out inspection

A final inspection will be made at the end of the tenancy. This will be inventory based and will determine whether the deposit is refunded or some deductions made. All keys must be handed over at this time. Provided all matters are in order and any deductions are agreed and covered by the deposit held you can normally expect the return of the net balance due from the deposit within about 21 days of the check out, provided we have a forwarding address.

Credit Cards

We can accept payments for application fees and in some cases rent, by all major credit and debit cards. If payment is made by credit card will have to impose a surcharge of 3%. There is no additional charge for debit cards.

In Conclusion...

Bennett Residential are proud of the fast, efficient and caring service that we offer, so if you have any questions that need answering, just ask, peace of mind is just a phone call away.

Housing Benefit

The following information is only applicable if you are receiving Housing Benefit. In the case of a Housing Benefit applicant (see additional clauses 29 - 35 below) we are satisfied that all necessary application forms etc. needed by the Housing Benefit office have been completed by the applicants and submitted to the Benefit Office.

CLAUSES 1 - 7 BELOW APPLY TO APPLICANTS WHO ARE MAKING A HOUSING BENEFIT CLAIM AT THE START OF THEIR TENANCY, HOWEVER THESE CLAUSES ALSO APPLY TO ANY TENANT WHO BECOMES A HOUSING BENEFIT CLAIMANT AT ANY TIME DURING THE TERM OF THEIR TENANCY, INCLUDING THE REQUIREMENT FOR HOUSING BENEFIT CLAIMANTS TO PROVIDE A GUARANTOR.

1. As well as completing forms for us you must also fill in and submit your Housing Benefit application form, several sections of which we will need to complete with you. This must be done as quickly as possible as a Pre Tenancy Determination (PTD) will be needed from the Rent Officer without which your Housing Benefit entitlement cannot be calculated. The PTD process will give you a much clearer idea of your likely benefit entitlement and whether there will be any shortfall compared to your monthly rent. If there is then this must of course be made good either by yourself or your Guarantor.
2. Make sure you are given a **RECEIPT** by the Housing Officer - this will be your only proof that the Housing Benefit office has received your claim. As well as your application form before benefit payments actually commence the Housing Officer will want to see a copy of your Tenancy Agreement, and we will supply this to you on the day you move in. It is essential you take this agreement to the Housing Officer without delay and that you again get a **RECEIPT**. We may well ask you to provide us with copies of these receipts as confirmation the application has been made and that your obligations under the terms of the tenancy agreement are being met, so do please ensure you obtain them.
3. As a Housing Benefit applicant you will be expected to provide a Guarantor who can stand surety, or in effect stand in your shoes, in case of any breach of the tenancy agreement. We will give you a Guarantee Agreement for your Guarantor to complete and have witnessed plus an explanatory letter which will explain their commitment to them.

4. Note that that you **must** submit the completed Guarantee to us at the same time as your own application form. If you do not, and the Guarantor has not been fully referenced by your proposed moving in date, then unfortunately your tenancy commencement will have to be delayed, so you must submit all forms and fees at the same time. We do not charge any additional referencing fee for the Guarantor.
5. Housing Benefit payments are made monthly in arrears, but as there are other delays initially on payments to Housing Benefit tenants anyway we do not consider it appropriate that Landlords should have to wait even longer for payments in Housing Benefit cases. This means that when you move into a property you will be treated in exactly the same way as working tenants and must be in a position to pay the first rental payment as advised to you by our representative. Please note **you will need to make this payment IN CASH on the day you move into the property**, and that your making this first payment means at the end of the tenancy period there may eventually be a refund due to you. This overpayment will be refunded to you after you have vacated along with the net balance of your dilapidation bond.
6. The following deductions also apply to Housing Benefit applicants as well as those listed under clause (5) above:-
 - i. If after submitting your Housing Benefit form your application for Housing Benefit is refused, or there will be too great a shortfall to enable you to take up the tenancy, there will be an administrative charge before references have been applied for of £ 50 + VAT. If this situation arises after references have been applied for, and / or the tenancy documentation has been prepared, a charge of £ 75 + VAT will be made.
 - ii. In Housing Benefit tenant cases a Guarantor always has to be provided by the applicant. If the tenancy subsequently fails to proceed because of any action or lack of suitable references etc on the Guarantor provided by the tenant, then the same charges and deductions will be made as if it had been the tenant that had caused the tenancy not to proceed.
7. Rents must always be paid in full as per the rent due in the tenancy agreement. Therefore if there is any shortfall at any time in the payment received from the Housing Benefit office the tenant and / or any Guarantor is liable to make up the payment on demand immediately.

ALL JOINT TENANTS TO SIGN AND RETURN TO BENNETT RESIDENTIAL

DECLARATION: I/We have read and understand these terms and conditions of renting a property through Bennett Residential and I/we agree to comply with them at all times if a tenancy is granted to me/us.

TENANT 1

SIGNED

PRINT NAME(S)

DATE

TENANT 2

SIGNED:

PRINT NAME(S)

DATE

TENANT 3

SIGNED:

PRINT NAME(S)

DATE

TENANT 4

SIGNED:

PRINT NAME(S)

DATE