



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 at the housing needs of businesses, professionals and families.

We have experienced and professional staff who always aim to exceed customer expectations in order to provide 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 be required to pay an Application Fee of £234 plus £54 per tenant. These prices are inclusive of VAT. There is no additional fee should a guarantor be required.

In your case, this will be £ . This fee enables us to carry out the referencing and all admin involved with the tenancy and the preparation of the property. The fee is not refundable unless the application for the tenancy has failed through no fault of your own, for example if the Landlord withdrew the property from the market. This would, of course, be very unlikely.

References

We 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, in order to determine whether the property rental is affordable. This is in your interest, as it will safeguard you against over-committing yourself financially with the rent payments for the property. Due to recent legislation we also will need photo id.

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. We will require photo id from all applicants.

A company called FLS carry out the referencing on our behalf. This is a totally independent, well established and respected company. We have entrusted them with our referencing for many years and have a good working relationship with them. After reviewing the information that you have given they will advise us of a credit limit for the rental payment. The following table 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 a Guarantor may be required in order for you to rent a property. This acts as a guarantee 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 have received confirmation from FLS that references show the tenancy to be viable.

We will take a reference from your current or past landlord. If you do not have a rental history you may need a guarantor. Please discuss this with a member of staff.

We 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.

Right to Rent

We have to check that all adult tenants have to right to live in the UK legally. To do this we will need to see an original passport or national identity card showing that the holder is either a British Citizen or is a national of the EEA (European Economic Area) or is permitted to stay in the UK. A number of other documents can be used for this. A complete list is available in our office.

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

Once referencing is completed satisfactorily, we will arrange a check-in/ move in day with you. On this day you will need to pay a month's rent in advance together with the deposit, which is the same amount as one month's rent. If you check-in before the 20th of the month then you will also be required to pay

the remaining days of that months' rent. If you check in after the 20th 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 or by debit or credit card. (There is a charge of 3%)

Thereafter the rent is payable monthly in advance by standing order mandate, which we provide, on the first of the month.

Contents and Buildings Insurance

Neither **Bennett Residential** nor your Landlord will take any responsibility for your own possessions. Therefore it is important that you arrange your own contents insurance cover. The Landlord is responsible for the buildings insurance on the property. We offer a contents insurance package if you do not have your own preferred insurance provider¹.

We would suggest that you 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.

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 draw up two copies of the Agreements one for yourselves as the Tenant(s) and the other for the Landlord(s).

The minimum term for these contracts is six months unless stated otherwise when you apply. Where there are joint tenants all parties must be named on all Agreements, this includes married couples.

If the Landlord is happy to continue, your tenancy will be allowed to become a periodic (a rolling contract) and has no fixed end of term date. In this case 2 months' notice is required from the landlord(s) should they wish to end the tenancy. If the tenant should wish to end the tenancy 1 months notice is required from them

¹ Bennett Residential Management Ltd is an Introducer Appointed Representative of Barbon Insurance Group Limited, which is authorised and regulated by the Financial Services Authority. Their firm reference number is 308724. You can check these details on the FSA's register by visiting the FSA's website <http://www.fsa.gov.uk/register/home.do> or by contacting the FSA on 0845 606 1234.

Re-letting

If for any reason you vacate the property before the end of the initial 6 months with or without the Landlord's consent, you will be liable for rental payments to the end of the fixed term.

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, a member of 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 you have moved 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 checking into the property and 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.

You will have one week 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. If your property is managed by Bennett Residential the rent needs to leave your account on the first day of each month. If the landlord manages your property, rent will be due on the anniversary date of your move-in. You will receive a form for this purpose on check-in, which must be completed and returned to us as soon as possible, so that we can send it on to your bank or building society. Therefore your bank or building society account should have sufficient funds to support payments by this method.

Initially you will be given an invoice detailing the first monthly rent payment and the deposit. The balance of this initial payment must be with us in cleared funds (cash or building society cheque or debit card) 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.

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, water and Council Tax

Gas, electricity, water and council tax bills are not included in your rent. Tenant Shop Limited acts on our behalf to notify the local council, water supplier(s) and energy provider(s) in line with your tenancy start date and secondly to supply notifications to the local council, water supplier(s) and energy providers(s) from the date that you vacate the property.

Tenant Shop Limited will only use your information for the purpose of council and utility registration, closing of council and utility accounts and Energy/Media comparisons upon your arrival.

Call Centre comparisons are completely optional for you (the tenant) and you can opt out at any time.

Tenant Shop Limited is fully compliant with the data protection act 1998 and a registered member of the Information Commissioners Office with registration number Z305733X

Telephone

Particular attention should be paid to the telephone service, which can be now be taken over by an incoming tenant 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 deposit of £200. Managed properties are inspected on a regular basis therefore the presence of the pet(s) must not cause any difficulty. Should your pet(s) prevent a member of our staff from entering the property, a fee of £30 will be charged for each missed appointment. When you leave the property at the end of the tenancy all carpets must be professionally cleaned with a pet insecticide. We require sight of the receipt for the work, or we may instruct our own cleaners and the cost will be taken out of 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 would be interested in buying the property you are renting, **Bennett Residential** will be happy to make enquiries 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 total amount of the money owed on the 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 £50. We make an administration charge of £30 for each returned cheque.

Inspection visits

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 visit will 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. Inspection visits 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 be required to be present at the property for the inspection visit 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 property 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 same way that we do 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. All our properties are fitted with a smoke alarm on each floor and a carbon monoxide alarm if required. It is the tenants responsibility to replace batteries during the tenancy.

Check out inspection

A final inspection will be made at the end of the tenancy. This will be based on the inventory produced at the start of the tenancy 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 14 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 we 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 the applicants have completed all necessary application forms etc. needed by the Housing Benefit office 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 send 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