



## 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.

## Holding Deposit

Please see Appendix A

## 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 to 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 an approximate guide as to the gross amount you need to be earning to rent a particular property.

Monthly Rent	Tenant Income	Guarantor Income
£400	£13,500	£19,000
£450	£15,500	£21,500
£500	£17,000	£24,000
£550	£18,500	£26,500
£600	£20,500	£28,500
£650	£22,000	£31,000
£700	£24,000	£33,500

Monthly Rent	Tenant Income	Guarantor Income
£750	£25,500	£36,000
£800	£27,500	£38,500
£850	£29,000	£40,500
£900	£30,500	£43,000
£950	£32,500	£45,500
£1000	£34,000	£48,000
£1100	£37,500	£52,500

In some circumstances a suitable 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.

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 Holding Deposit as soon as possible to avoid disappointment. A property cannot be reserved for you until the Holding Deposit has been paid. The signing of an Application Form does not commit **Bennett Residential** or the Landlord to granting you a tenancy.

## Right to Rent

We have to check that all adult tenants have a 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 equal to five weeks rent. If you check-in before the 20<sup>th</sup> of the month then you will be required to pay the remaining days of that months' rent. If you check in after the 20<sup>th</sup> of the month you pay the rest of the month's rent and all the next month's rent. We will credit your holding deposit to your first month's rent. The balance is to be paid in cleared funds i.e. cash, bank transfer or debit card.

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 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.

## 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 five weeks rent. Deposits will be paid to us on checking into the property and signing of the Tenancy Agreement. 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 bank transfer to the account that the rent has been paid from unless a different bank account is notified to us.

In cases where deficiencies or discrepancies are found, we will resolve them as soon as possible.

## **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 (less your holding deposit) and the deposit. The balance of this initial payment must be with us in cleared funds (cash, bank transfer 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 tenancy ends.

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 after you have moved in, you may be expected to pay an additional amount of rent. Managed properties are inspected on a regular basis therefore the presence of the pet(s) must not cause any difficulty. When you leave the property at the end of the tenancy, all carpets must be professionally cleaned and to also include a flea insecticide treatment as well. We require a copy of the receipt for this work at the check-out, 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.

## 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. You will be supplied with a copy.

## **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**

Unfortunately we are unable to accept credit card payment for holding deposits, check-in deposit or rent payments.

## **Holding Deposit Explained**

Before any application can be fully considered, you will need to pay to us a holding deposit equivalent to one weeks' rent for the property you are interested in. Appendix A explains what happens to that holding deposit and the circumstances in which the deposit will / will not be refunded. It is important that you know your legal rights and accordingly you should feel free to seek independent legal advice before signing this or indeed any other document which we might put before you.

Once we have your holding deposit, current legislation stipulates that the necessary paperwork should be completed within 15 days or such longer period as might be agreed. From experience 15 days is not long enough therefore we feel that 30 days from when we receive your holding deposit is more achievable.

If at any time during that extended period you decide not to proceed with the tenancy, then your holding deposit will be retained by our firm. By the same token, if during that period you unreasonably delay in responding to any reasonable request made by our firm, and if it turns out that you have provided us with false or misleading information as part of your tenancy application or if you fail any of the checks which the Landlord is required to undertake under the Immigration Act 2014, then again your holding deposit will not be returned. It will be retained by this firm and your Landlord.

However, if the Landlord decides not to offer you a tenancy for reasons unconnected with the above then your deposit will be refunded within 7 days. Should you be offered and you accept a tenancy with our Landlord, then your holding deposit will be credited to the first months' rent due under that tenancy.

Where, for whatever reason, your holding deposit is neither refunded nor credited against any rental liability, you will be provided with written reasons for your holding deposit not being repaid within 7 days.

You will not be asked to pay any fees or charges in connection with your application for a tenancy. However, if your application is successful under our standard assured shorthold tenancy agreement, you will be required to pay certain fees for any breach of that tenancy agreement in line with the Tenant Fees Act 2019. In consideration of us processing your tenant application, you agree to pay those fees to us on request.

## **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.

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## **ALL JOINT TENANTS TO SIGN AND RETURN TO BENNETT RESIDENTIAL**

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.

Signed: \_\_\_\_\_  
(All joint tenants to sign)

Signed: \_\_\_\_\_

Print \_\_\_\_\_  
Name:

Print \_\_\_\_\_  
Name:

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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Helping tenants by taking the stress out of moving!

## Your New Home



In preparation for your move, Bennett Residential has teamed up with Tenant Shop to streamline the registration process for your new property. On behalf of the landlord, Tenant Shop will be notifying the local council, water and energy suppliers of your move as you will be responsible for these bills from the date your tenancy commences.

Tenant Shop will inform all the necessary organisations that you have arrived and provide your contact information, moving in date and meter readings (where applicable). Please note, it is your responsibility to ensure the providers have actioned the information correctly and we suggest you contact them a couple of weeks after your moving date if you do not hear from them.

When you move out, the reverse will happen, and Tenant Shop will inform these providers that you are no longer responsible for these bills.

Tenant Shop's accredited concierge team will also contact you by phone to clarify details of the current suppliers to your new property and offer you products and services related to the setup of your household. Tenant Shop could help you:

- **Set up your broadband, TV and phone with offers** from a range of leading suppliers to ensure you have arranged the best package for you ahead of moving in. Tenant Shop can potentially offer up to 50% off the standard pricing\*
- **Ensure you have the correct cover in place** to protect your liabilities as a tenant against any accidental damage to your home
- **Set up your gas and electricity account** to help you choose the best available tariff and payment option
- Make savings on other products such as removal firms

\*offers subject to availability

You can opt out of marketing or alter your options at any time by emailing [customerservices@mytenantshop.co.uk](mailto:customerservices@mytenantshop.co.uk)

### Data Protection

Tenant Shop Limited is fully compliant with the data protection act 1998 and is registered with the Information Commissioners Office registration number Z305733 **You can alter your options or opt out at any time by emailing [customerservices@mytenantshop.co.uk](mailto:customerservices@mytenantshop.co.uk)**

Tenant Shop limited will only use your information for the purposes set out above

## Gas & Electricity

Tenant Shop has partnered with ScottishPower to help make managing your energy as straightforward as possible. ScottishPower has been recognised as an award winning large supplier in the latest uSwitch Energy Customer Satisfaction Report.

**MOVING IN:** If the property you moved into is supplied by ScottishPower, one of their representatives will call you to let you know your change of tenancy has been completed and to help you choose their best available tariff option.

**MOVING OUT:** Please note, if you chose an alternative supplier, your Landlord may subsequently switch the energy supply to ScottishPower on your intended move-out date. Once a switch is in progress it cannot be stopped. If you subsequently extend your tenancy your property would then be supplied by ScottishPower and one of their representatives will call you to discuss tariffs

I confirm that I have read the above information:

Signed (Lead Tenant)

Print name

Date

### **Data Protection**

Tenant Shop Limited is fully compliant with the data protection act 1998 and is registered with the Information Commissioners Office registration number Z305733 **You can alter your options or opt out at any time by emailing [customerservices@mytenantshop.co.uk](mailto:customerservices@mytenantshop.co.uk)**

Tenant Shop limited will only use your information for the purposes set out above

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## APPENDIX A YOUR HOLDING DEPOSIT EXPLAINED

### The tenancy application

Thank you for applying to rent a property from one of our Landlords. Before your application can be fully considered, you will need to pay to us a holding deposit equivalent to one weeks' rent for the property you are interested in. This document explains what happens to that holding deposit and the circumstances in which the deposit will / will not be refunded. It is important that you know your legal rights and accordingly you should feel free to seek independent legal advice before signing this or indeed any other document which we might put before you.

Once we have your holding deposit, current legislation stipulates that the necessary paperwork should be completed within 15 days or such longer period as might be agreed.

In the present case, it has been agreed that the relevant period will be extended to the number of days shown below, from when we receive your holding deposit.

If at any time during that extended period you decide not to proceed with the tenancy, then your holding deposit will be retained by our firm. By the same token, if during that period you unreasonably delay in responding to any reasonable request made by our firm, and if it turns out that you have provided us with false or misleading information as part of your tenancy application or if you fail any of the checks which the Landlord is required to undertake under the Immigration Act 2014, then again your holding deposit will not be returned. It will be retained by this firm and your Landlord.

However, if the Landlord decides not to offer you a tenancy for reasons unconnected with the above then your deposit will be refunded within 7 days. Should you be offered and you accept a tenancy with our Landlord, then your holding deposit will be credited to the first months' rent due under that tenancy.

Where, for whatever reason, your holding deposit is neither refunded nor credited against any rental liability, you will be provided with written reasons for your holding deposit not being repaid within 7 days.

You will not be asked to pay any fees or charges in connection with your application for a tenancy. However, if your application is successful under our standard assured shorthold tenancy agreement, you will be required to pay certain fees for any breach of that tenancy agreement in line with the Tenant Fees Act 2019. In consideration of us processing your tenant application, you agree to pay those fees to us on request.

**Completing your application**

It is agreed that the deadline for completing your application to rent the property specified below and thereafter entering into a tenancy agreement will be extended for a period of 30 days from the date hereof.

Your holding deposit is £

Property to which your application relates:

.....  
Prospective tenant 1

.....  
Prospective tenant 2

.....  
Prospective tenant 3

Dated: .....