

Tenancy Policy

1. Finding and Agreeing a Tenancy

Once terms have been agreed for the property that you have found to be suitable, we may require a holding deposit of £350 from you. We will also require an administration fee of £210.00 per applicant to remove the property from our letting list. Each prospective applicant and each guarantor is liable to pay the administration charge of £210.00. This is a contribution to the cost of considering the application, taking up references and preparing documentation relating to the tenancy. The administration charge and holding deposit (where applicable) are non-returnable in the event that the tenant withdraws the application. If the landlord decides for whatever reason not to proceed with the tenancy or references prove unsatisfactory £175.00 will be held from each referenced applicant to cover the cost of the reference checks. If the Tenancy does not proceed due to false references details being given, no money will be refunded to the tenant. The property will be held subject to contract, documentation and references.

2. Tenancy Application Form

You may need to formally apply for the tenancy by completing a Tenancy Application Form. This provides us with the details that we need to submit to our clients for their consideration. If our client instructs us to proceed, we will need to take up references. Please note that acceptance by the Landlord to proceed with the offer is subject to contract, documentation and references.

References

References are taken up on all prospective tenants in order to satisfy landlords that their property is likely to be well looked after and that the rent will be paid on time. These will include a credit check and, as appropriate, references from an employer, an accountant, previous landlord and a character reference. For company lets we will review the company's trading position.

This part of the process will be carried out by a specialist reference company who produce a report providing us with an insight into your suitability as a prospective tenant. Please ensure you advise your Employer/Accountant/Landlord and Character reference that they will be in contact. This will enable the reference company to collect the information they require efficiently, ensuring you are able to take up your tenancy with the minimum delay.

If insufficient information has been obtained it may be necessary to nominate a guarantor who will act as security for the term of the Tenancy Agreement. The guarantor must be UK based and be a homeowner. They will be referenced in the same way as the proposed tenant. Each prospective guarantor is liable to pay the administration charge of £210.00. The Guarantor will be liable for all the obligations under the Tenancy Agreement. Therefore they will be named on the Tenancy Agreement and are required to sign the Agreement in person, at our office on or before commencement of the Tenancy. In some cases it may be appropriate to ask that all the rent is paid at the start of the tenancy.

Proof of Identity

We will require evidence of your identity before proceeding with your application. It is necessary to provide one of each of the following:

Primary ID - Full Valid Passport or Driving Licence with a photo and one Secondary ID - an original utility bill, mortgage statement, bank statement or credit card statement showing your address, which must be less than three months old.

Tenancy Agreements

It is important that you read your Tenancy Agreement carefully and make sure you understand all the clauses in it. You may wish to take independent advice. An Assured Shorthold Tenancy offers the landlord a guaranteed right to repossess his property at the end of the tenancy. The landlord can give two months notice and the tenant normally one month's notice subject to the terms agreed in the Agreement.

All parties over the age of 18 who will be living at the property must be named on and sign the tenancy agreement before keys are released.

Signing the Agreement

The Landlord signs one copy of the Agreement and all the Tenants and Guarantors sign a duplicate copy. Once you and the Landlord or his agent has signed and we have dated the duplicate Tenancy Agreements and exchanged them, you are legally bound to the Agreement.

Inventory, Check-In and Check-Out Charges

On some of our properties a professional inventory clerk may be employed. Before the tenancy starts an inventory will be prepared to provide a detailed schedule of the contents and their condition and the condition of the premises. The inventory is a very important document because it protects both tenant and landlord from disagreements about matters at the end of the tenancy.

The costs for the preparation of the inventory or Schedule of Condition are borne by the landlord. If required the landlord will also pay for the inventory clerk to meet you on the day of move in to check through the inventory, this is known as a Check-In. At the end of the tenancy if the landlord wishes the inventory to be checked out by the clerk the cost of this will be met by you, the tenant. If you choose not to be present at the Check-In/Check-Out, the inventory clerk will sign the inventory and Schedule of condition on your behalf. If you cancel or rearrange the Check-Out appointment at short notice you may be liable for the clerk's cancellation charges.

The cost of the Check-Out varies on the size of the property. Please ask us if an inventory check-out fee is applicable and if so the costs involved.

Rent & Deposit Payment

A deposit of 6 weeks rent, together with the first month's rent is payable prior to the commencement of the tenancy. Please note that any initial holding deposit paid by you to hold the property will form part of the total deposit. All money due must be cleared funds before moving in. With personal cheques allow 10 working days. Cash and bankers drafts are acceptable. The payments may be transferred directly into our Bank Account. Please note funds must be cleared in our account before keys can be released. Please ask us for bank details if you wish to make your payment this way.

The Deposit Protection Scheme

It is a scheme to provide security for deposit monies, and speedy dispute resolution in those cases where agreement cannot be reached between Landlord and Tenant at the end of a tenancy.

The landlord will register the deposit with the scheme and will send you a certificate of registration to confirm the deposit held shortly after your move in.

Utilities

The services (gas, electricity, water and council tax) will be notified with your details. We are unable to arrange for the telephone services. The tenant pays TV Licences. (The landlord is responsible for any service charges and ground rents due for leasehold properties).

Energy Performance Certificates (EPCs)

From 1st October 2008 all residential properties being let require an EPC and tenants will be given access to this prior to move in.

Insurance

The Landlord is responsible for providing buildings insurance and contents insurance for his own belongings but he is not responsible for your possessions. You are strongly advised to make arrangements to insure your own contents and valuables.

3. Renewal

We will contact you towards the end of your tenancy and subject to the Landlord's agreement we can put into place a new tenancy agreement for you, our charges will be £180.00.

4. Termination

If the Landlord does not want to renew the tenancy and wishes to terminate the contract by giving two months written notice, during the last two months of the period of the tenancy the Tenancy Agreement allows for access by the Landlord, and or the Landlord's agent, to show the property to prospective new tenants.

Any queries on the above, please do not hesitate to contact us.

EVERGREEN ESTATE AGENTS

I agree to the Terms Set out in this Document.

Name:

Signed:

Date: