

GUIDE FOR TENANTS



Now that you have offered to rent a home through ourselves you will want to understand the various costs and/or charges applicable in any application in addition to the rent before and during the tenancy. We have put together a guide to the standard costs (**and, where applicable, to include VAT**) payable to us as your landlord's agent. Some of these may vary dependent upon the agreed terms of the tenancy agreement you sign.

From 1st June 2019 the Tenant Fees Act specifically bans Letting Agents from charging fees to Applicants/Tenants. WN Lettings Ltd T/A WN Properties are committed to ensuring your rights under this law are upheld and that the only charges/payments you make are lawful. These are set out as follows:

Once your offer on a property is agreed and at the point of the tenancy commencing:

- A holding deposit equal to one weeks rent is paid to ensure the property is removed from the market whilst you complete the application/referencing process.
- A damage deposit equal to five weeks rent.
- The remainder of your first months rent, after your holding deposit is taken into account

Holding Deposit:

This is to reserve a property. 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).

Damage/Security Deposit:

Five weeks' rent. This covers damages or defaults on the part of the tenant during the tenancy more specifically covered in the tenancy agreement. A copy of the agreement will be sent to you for reading through prior to the tenancy commencing.

Remainder of rent:

Where references have passed the remainder of the first months rent (minus the one week holding deposit) is due. This is required to be paid prior to the start date of the tenancy.

NOTE:

Please note that if references fail as a result of information not disclosed at the time of offering, or you (the Tenant(s)) withdraw from the application process your one week holding deposit will be forfeit in lieu of charges incurred by WN Properties that include referencing, Right-to-Rent checks, Anti-money laundering checks etc.

Other monies properly due:

In addition to the above other permitted payments and/or charges are set out within the guide below. Please read all the information as you will sign your application form confirming your agreement that you have read these thoroughly.



SECTION A: APPLICATION

TENANCY APPLICATION

When you (the Tenant(s)) has/have chosen the Property you wish to rent, the Tenant must formally apply for the Tenancy by completing a Property Application Form and a Reference Application Form (via FCC Paragon or RENT4SURE, which are referencing checking companies instructed by WN Lettings Ltd). These provide us with the details that we need to submit to our clients, the Landlord(s), for their consideration. If our clients, Landlords, instruct us to proceed, we will need to take up references. When applying for a Tenancy you agree to be bound by the terms contained in this Guide to Tenants, which is subject to change without notice.

Points to remember before you submit your offer to us:

- Agents act for Landlords and their first responsibility is to the Landlord. The Landlord will expect us to offer the property in its best light and negotiate the highest rent the market is prepared to pay consistent with the Landlord's own on-going requirements.
- We will always answer questions asked in an honest and open manner, acting in good faith, in providing information we have been given by the Landlord.
- When viewing a property take care of yourself and others who accompany you by looking out for and avoiding hazards. These may include steps, slopes, beams or obstructions of various types.
- We cannot act for applicants, and you should take your own professional advice to ensure that the chosen property meets your individual requirements.
- We are not surveyors, and do not survey properties or check that the services or appliances work.
- Ensure you know what goods belong to any existing tenant's as they will be removed on their vacation.
- Ask to see an inventory of Landlord's goods if at all unclear.
- It is our policy unless agreed or instructed otherwise to continue to market properties until an offer is agreed and a holding deposit paid.

To ensure your individual requirements are met we strongly recommend the following to all applicants:

- It is expected that you will make yourself aware of all matters that are in the public domain. You should therefore make enquiries and searches, for example, of the numerous websites that provide information about properties, locations, services to properties as well as to locations, transport links, schooling and environmental issues that would include noise, planning, flooding, pollution and congestion.
- It is important that the prospective tenants and their advisors ask questions to ensure that they have all the information they need to make an informed decision as to the properties suitability for meeting their personal requirements.

Any discussions or correspondence with the Landlord or our staff; and any offer or acceptance of an offer by the Landlord are expressly deemed to be Subject to Application, Reference and contract. Please note that an occupier of the property cannot speak on behalf of the Landlord or us.



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, a solicitor, and a previous Landlord. For company lets we will review the company's trading position.

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 a UK based Property owner and will be referenced in the same way as the proposed Tenant.

In some cases it may be appropriate to ask that all the Rent is paid at the start of the Tenancy. The Tenant's references may be forwarded to our client – the Landlord.

The references are the property of the Landlord and will not be disclosed to the applicants under any circumstances.

If you require a Visa to be resident in the UK then a copy of this will be required in order for us to review any Visa conditions that may restrict you from adhering to the terms of the Tenancy Agreement you plan to enter into. Visa's must continue to be provided to WN Properties during the tenancy term in order to ensure Right-to-Rent checks are continually updated.

IDENTIFICATION

We will require evidence of the Tenant's identity before proceeding with the application. It is necessary to provide one of each primary and secondary identification as detailed below. One of these documents must be a photo I.D. (primary) and one must show the Tenant's address and be less than three months old (secondary).

Primary

- Full Valid Passport
- Valid HM Forces ID Card
- Driving Licence (with photo ID)

Secondary

- Original utility bill. Or original council tax bill
- Original mortgage statement for the year just ended
- Firearm or shotgun certificate
- Original bank statement for current account (within 3 month's old)

RIGHT TO RENT: IMMIGRATION ACT 2014

This section applies in addition to the IDENTIFICATION section above. Landlords, or agents appointed on their behalf, must check that a tenant or lodger can legally rent their residential property in England if a tenancy starts on or after 1 February 2016.

The Required Checks

Landlords, or agents appointed on their behalf, must:

- check which adults will live at the property as their only or main home – we will assume that it will be a tenant’s only or main home unless appropriate and acceptable evidence that complies with the law is provided that demonstrates otherwise
- see the original documents that allow the applicant to live in the UK;
- check that the documents are genuine and belong to the applicant, with the applicant present; and make and keep copies of the documents and record the date the check was made.

Which original documents are acceptable?

There are different categories of acceptable documents

- List A – Groups 1 and 2: non time-limited documents.
- List B – time-limited documents.

The documents that make up this list can be found in the Home Office Code of Practice:
www.gov.uk/government/publications/right-to-rent-landlords-code-of-practice

For the avoidance of doubt, if you provide a time-limited document that expires before the start date of the tenancy for which you are applying it will not be acceptable.

Further checks:

If an applicant’s permission to stay in the UK is time limited (for example, their visa expires during the tenancy), landlords, or agents appointed on their behalf, must make a further check on that person to make sure they can still stay in the UK. This further check must be made within 28 days before:

- the expiry date of the tenant’s right to stay in the UK; or
- 12 months after your previous check, whichever is the later.

No further check is required if an applicant does not have any time restrictions on their right to stay in the UK. For the avoidance of doubt, if a landlord, or agent appointed on their behalf:

- conducts a further check and discovers that the applicant no longer has a “Right-to-Rent” in the UK; or seeks to conduct a further check and the applicant does not provide the relevant original documents required to conduct the check; or
- seeks to conduct a further check and the applicant does not provide the relevant original documents required to conduct the check but the applicant claims to have an on-going application or appeal with the Home Office to vary or extend their leave in the UK, or that their documents are with the Home Office, the landlord, or agent appointed on their behalf, must request a right to rent check from the Landlords Checking Service and if the Landlords Checking Service informs the landlord, or their agent, that the applicant no longer has a right to rent, by way of a “no” response, the landlord, or agent appointed on their behalf, must make a report to the Home Office.



Failure to provide Right-To-Rent documents:

If an applicant has returned a signed copy of their Tenancy Agreement to us and fails to enable the landlord or us to undertake the checks required by the Immigration Act 2014 and verify that each applicant has a “Right To Rent” in the UK before the tenancy start date set out in the signed Tenancy Agreement, the Tenancy Agreement **will not** complete (unless expressly agreed by the landlord)

IMMIGRATION (HOTEL RECORDS) ORDER 1972

Because we live in security conscious times it is possible that this regulation may be used against Lettings Agents, Landlords or Tenants, in the event of an act of terrorism.

The regulation imposes a duty on any person who receives another person to stay in premises, to ascertain the full name and nationality of the persons staying (i.e. Tenants). If the Tenant is not a British Citizen we must establish their identity by means of a passport or other photographic document, and keep a record of this information. A non-British Citizen must also provide their destination address when they leave the property.

To protect our Landlord’s interests we also require evidence that a non-British Citizen has the right to be in the United Kingdom for the term of the tenancy.

PERSONAL INFORMATION

Any personal information provided by the Tenant to the Landlord or Landlord’s Agent before, during the course of the tenancy or after the tenancy has ended may be made available to the DPS (Deposit Protection Service) via their evidence portal in the event of a dispute concerning the deposit upon which the DPS have been asked to adjudicate.

SECTION B: GUIDELINES FOR SHARED TENANCIES TENANT RESPONSIBILITIES

When considering applying to take a Tenancy with other sharers it is important to understand the obligations the Tenant and their fellow occupants will be entering into. This guide highlights some of the issues that will need to be considered:

The Tenancy Agreement will make each sharer jointly and individually responsible for all of the Tenants’ conditions set out in the Tenancy Agreement.

A guarantor guaranteeing a sharer tenant will also be responsible for all of the tenants conditions set out in the tenancy agreement on a joint and several basis.

All parties to the Tenancy Agreement will have these responsibilities even if they leave the property before the end of the Tenancy term.

Rent must be paid under one banker’s standing order unless otherwise agreed. Any Rent not paid is the responsibility of all sharers.



At the end of the Tenancy the Inventory will be checked and all of the Tenants will be responsible for any dilapidations even if they as individuals did not cause the dilapidations.

Only when all Rent for the full term and any properly agreed compensation for any dilapidations has been accounted for will any of the deposit monies held be disbursed.

The Tenant must supply information about the relationships between each occupant to enable the Landlord to assess whether the Tenancy being created will result in a House in Multiple Occupation (HMO).

SECTION C: HOUSES IN MULTIPLE OCCUPATION

The Housing Act 2004 re-defined Houses in Multiple Occupation (HMOs). The purpose of this Guide is to give Tenants a brief explanation of HMOs and how the new legislation may affect their tenancy.

Firstly, The Act is good news for Tenants in that it is concerned with ensuring that properties are fit for occupation and are free from hazards to their health and safety.

A House in Multiple Occupation or HMO is :-

A house or flat which has more than 2 people who form two or more households living in it, (a household is a single person, people of the same family either by blood, marriage, adoption or some other recognised criteria (e.g. fostering) so for example three unrelated occupants are three households)

AND

Where the households are sharing basic amenities such as :-

- toilets
- bathroom or washing facilities
- cooking facilities

Even if the individual flat within a property is not an HMO, a building in its entirety can be a House in Multiple Occupation or HMO if:-



The building has been converted into self-contained flats where the conversion does not conform to the 1991 Building Regulations or of which less than two thirds of the flats are owner occupied. Owner Occupiers are :-

- Freeholders, and their family;
- Lease holders of more than 21 years and their family.

Note that a Purpose Built Blocks of Flats is not an HMO but an individual flat within a converted block of flats may be an HMO depending upon the occupants.

SECTION D: TENANT RESPONSIBILITIES

In 1954, Lord Denning ruled that there is an obligation on every residential Tenant to treat the Property in a “Tenant-like manner”. This means that the Tenant must take proper care of the Property; must, if going away for the winter, turn off all the taps and arrange for the tank to be drained; must clean chimneys when necessary; must unstop the sink when it is blocked; must mend electrical fuses and change electric light bulbs when necessary. In short, the Tenant must do the little jobs about the Property that the reasonable Tenant would do. In addition, the Tenant must not damage the Property wilfully or negligently, and must see that family or guests do not damage it. If they do the Tenant must bear the cost. The Tenant’s full responsibilities are set out in the Tenancy Agreement.

TENANT RESPONSIBILITIES IN A HMO

Being a Tenant brings with it responsibilities to the Landlord and the Property the Tenant is renting. The Housing Act (2004) specifically states that :-

“Every occupier must conduct himself in a way that will not hinder or frustrate the manager of the HMO.”

This means that :-

- The Tenant must provide information about the relationships between each occupant in the Property to enable the Landlord to assess whether the Tenancy being created will result in an HMO (see “What is an HMO”)
- The Tenant must respect the number of occupants allowed by the Tenancy Agreement and not allow any others to occupy the Property
- The Tenant must co-operate with the Landlord and Local Authority inspectors when/if they are required to carry out an HMO assessment
- The Tenant must co-operate and allow the Landlord at reasonable times to enter the Property to carry out the repairs following any improvement order, or any other HMO duty
- The Tenant must comply with all reasonable instructions regarding the prevention of fire and use of fire equipment



WHAT IF TENANTS BREACH THE ACT?

Section 234 of the Act makes it a criminal offence for an occupier to frustrate the manager of an HMO in exercising his duties under these regulations. The offence carries a fine of up to £5,000.

FURTHER INFORMATION

If Tenants have concerns about health and safety in the Property they are renting they should initially contact the Landlord's Managing Agent.

SECTION E: DOCUMENTS DECLARATION

As Agent for the owner we require the Tenant to provide us with the information requested in the Property Application Form so that we have a clear and complete understanding of the offer, circumstances and associated matters. This will enable our client to consider the Tenant's offer in its entirety and make an informed decision as to the acceptability of the offer and circumstances. All reference verifications will be made available to the client.

The tenancy agreement has a clause that prohibits the keeping of any pets at the property be it in the property or, if there are any, in the properties grounds and out buildings. This includes all pets, including dogs, cats, reptiles, birds, small rodents etc, but does not include fish kept in a bowl less than 25 Litres. If this prohibition is to be lifted or qualified in any way it will require our client landlords consent in writing and the agreement reached documented in the Special Terms of the Tenancy Agreement. It is therefore very important that you declare as soon as possible and no later than the submission of the Property Application form if you seek such consent to keep a pet at the property.

Landlords who give such consent often impose conditions that can include the following:

A limitation on size, number or type. A documented requirement that the property is professionally cleaned at the end of the tenancy by the landlord (or tenant by agreement) at the tenants expense. A documented requirement that any damaged item or part of the premises will be replaced / renewed / repaired by the landlord at the tenant's expense. Note however that in arriving at the compensation due by the tenant no consideration will be given as to betterment or fair wear and tear.

TENANCY AGREEMENTS

It is important that the Tenant reads their Tenancy Agreement carefully and ensures they understand all the clauses in it. Anything the Tenant does not understand can be explained by us or, should the Tenant wish to take independent advice, a Solicitor.

SIGNING THE TENANCY AGREEMENT, EXCHANGE AND COMPLETION

The Landlord (or WN Lettings Ltd T/A WN Properties acting on behalf of the Landlord) signs one copy of the Tenancy Agreement and all Tenants and Guarantors sign a duplicate copy. Each page needs to be initialled and dated in the appropriate place by all persons named as Tenants or Guarantors. Cont:



To ensure that the Tenancy Agreement is legally enforceable, all dates on the Tenancy Agreement must be no later than the Start Date of the Tenancy.

The Tenancy Agreement refers to a schedule of documents including, as appropriate, mortgage, insurers and head lease requirements for occupancy.

The signed documents must then be returned to us, before the Start Date, to enable us to execute the Tenancy Agreement.

When the Tenancy Agreements have been exchanged we will send the Tenant's signed Agreement to the Landlord and we will send the Landlord's signed Agreement to the Tenant.

You accept a Tenancy is created, and a binding contract exists between the Tenant and the Landlord, at the point the Tenancy Agreement is completed (being the point at which the Tenancy Agreement has been "exchanged" and the landlord or we have completed the checks required by the Immigration Act 2014 and verified that each Prospective Tenant has a "Right To Rent" in the UK). WN Lettings Ltd T/A WN Properties is not and cannot be a party to the Tenancy Agreement, which is a contract between the Tenant and the Landlord, although has authority (as the Landlords Agent to sign the Tenancy Agreement on their behalf). It must be understood that WN Lettings Ltd T/A WN Properties has no responsibility for either party meeting their obligations to the other party.

INVENTORY

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 these matters at the end of the Tenancy.

The costs for the preparation of the Inventory and Schedule of Condition are borne by the Landlord. If you choose not to be present at the Check-in, a member of WN staff or inventory clerk at the check-in will sign the Inventory and Schedule of Condition on your behalf.

It will not be possible to subsequently amend the document in any way other than with the agreement of the WN staff member or inventory clerk.

If you decide not to be present at the Check-out it is deemed acceptable for a member of WN staff or an independent Inventory clerk to amend the Inventory on your behalf, recording any changes and/or dilapidations during the Tenancy. It will not be possible to amend the Check-out report after the Check-out report has been prepared



SECTION F: PAYMENTS

BACS/CHAPS TRANSFERS

All payments to WN Lettings Ltd T/A WN properties must be received by BACS/CHAPS transfer, made payable to WN Lettings Ltd.

If payment is by BACS transfer, allow at least 1 working day for faster payment clearance.

If payment is by CHAPS/EFT/Fastpay transfer, same day clearance. CHAPS transfers also incur extra costs. Any bank charges on money transfers must be paid by the you.

CASH PAYMENTS

We do not accept any payments in cash.

Keys will not be released until either cleared funds are showing in our bank account.

SECTION G: ONCE THE TENANCY HAS STARTED

RENT PAYMENTS

After the initial payment, Rent must be paid by standing order for each payment period. It is the your responsibility to submit a completed Standing Order mandate to your bank in good time and (if asked) to provide us with a copy as proof that payment arrangements have been put in place with your bank.

We may require this proof before access can be allowed to the property at the commencement of the tenancy and you should ensure this is set up prior to the start date.

To ensure that your rent arrives on the correct day, it is important to date the standing orders at least three Days before the Rent is due as payment will be made by BACS transfer. If Rent payments are more than 14 Days late, they will attract interest at 3% above the Bank of England Bank Rate.

UTILITIES, COUNCIL TAX AND WATER SUPPLY

At the start of the tenancy gas and electricity will be provided (connected), however this will not prevent you from changing to a different energy provider if desired.

You agree that we may pass your name and contact details to the existing supplier(s) for the purposes of:

- registering the gas and electricity meters at the property in your name
- registering you with the relevant local authority for the payment of council tax; and



- Registering you with the incumbent water supplier to the property. The water supplier may contact you in order to provide further information about its services and products and conclude an agreement with you for those services and products.

The Tenancy Agreement makes you responsible for the payment of council tax, gas/fuel-oil, electricity, telephone, water charges and TV licence & services you take out related to broadband/TV viewing. It is important that you register with the telephone and satellite and/or satellite/broadband companies directly in order to ensure continuity of service, and billing in your name. In some circumstances local authorities now do not recognise us as informing them of change of occupancy and it may fall upon you to provide details to them directly. We will let you know where this is the case.

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. You may be contacted by the reference checking agency (FCC Paragon or Rent4sure) that carried out the initial reference checks, to be offered insurance products. In this event and should you decide to take out any products on offer, WN Lettings Ltd T/A WN Properties may be entitled to a referral commission via either company.

You are also responsible for any injury or death at the property caused by you or your guests' fault. You are strongly advised to take out insurance to cover this.

SUBLETTING

For the avoidance of doubt, you may not under any circumstance sublet a property you rent through us. This is expressly prohibited within the tenancy agreement. This includes holiday swaps, letting whilst on holiday, and letting whilst working away. Indeed, allowing anyone other than a named or permitted occupant or an occasional guest to stay at the property is a serious breach of the tenancy agreement, which could result in the tenancy being terminated by a Court of Law.

LEGIONNAIRES' DISEASE

Legionellosis is the collective name given to the pneumonia-like illness caused by legionella bacteria. This includes the most serious Legionnaires' disease, as well as the similar but less serious conditions of Pontiac fever and Lochgoilhead fever. Legionnaires' disease is a potentially fatal form of pneumonia and everyone is susceptible to infection. However, some people are at higher risk, including:

- people over 45 years of age;
- smokers and heavy drinkers;
- people suffering from chronic respiratory or kidney disease; and
- Anyone with an impaired immune system.



If, on applying for a tenancy, you know you (or any applicants) suffer from any two of the above and are over 45 or chronically any one you must inform us on your application.

Please see the Lettings Property Application Form.

SMOKE ALARMS

Landlords are obliged to provide a smoke alarm on each floor of the property where there is a room used wholly or partly for living accommodation. The alarms must be in working order and tested prior to the start of each tenancy. We will ask the Landlord to confirm that smoke alarms have been provided and have been tested or we will arrange for these to be fitted and tested on their behalf. You are responsible for regular testing of the alarms and replacing batteries where not fixed wired throughout the tenancy and we recommend that testing is undertaken monthly. Should a smoke alarm become faulty and require replacement then this should be reported to your Landlord/Property manager for action.

CARBON MONOXIDE DETECTORS

It is a requirement that Landlords provide a Carbon Monoxide detector in each room where solid fuel is burnt in an appliance such as a wood-burning stove or range cooker and includes rooms containing an open fire. We will ask the Landlord to confirm whether solid fuel burning apparatus is present in the property and that Carbon Monoxide detectors have been fitted in these rooms and tested/serviced prior to the tenancy. Alternatively, we will arrange for these to be fitted and tested/serviced. Where these are battery operated, you are responsible for regular testing throughout the tenancy and replacement batteries and we recommend that testing is undertaken monthly.

In the event that you believe you may be suffering from the effects of Carbon Monoxide poisoning you should switch off any solid fuel appliances in use, extinguish any open fires, open all doors and windows to ventilate the room, call the National Gas Emergency Service on 0800 111 999 and seek medical attention.

SECTION H: PROPERTY MANAGEMENT

You will be informed by letter when you move in whether we, the Landlord, or the Landlord's other representative will be managing the Property during the Tenancy. The lettings staff will have no further involvement with The Tenancy from this point where the Landlord has opted for the 'Letting only' service. You will be passed contact details for the Landlord or their representative to speak to in reference to maintenance, future inspections or to discuss the Tenancy Agreement. Following the initial payment to us your rent will subsequently be paid through to the Landlord's bank and we will have provided these details to you as seen in the Tenancy Agreement.



PERIODIC INSPECTIONS

If we are managing the Property, we will wish to ensure that it is being kept in good order. For this reason it will be necessary to arrange periodic inspections under the terms of the Tenancy Agreement. It is important that these visits are organised in advance in order that you are put to the minimum inconvenience.

We will write to inform you when we will be visiting approximately one week in advance of the inspection date. We hope that you will be present during the visit. However, if you are unable to attend, we will use our security key. For information on the areas we will check during an inspection, please speak with us and we can give you a breakdown of the areas we cover in an inspection.

As part of our reporting process to Landlords, you should be aware we will be taking photographs of the inside and exterior areas of the property.

GAS AND ELECTRIC SAFETY INSPECTIONS

During the Tenancy it may be necessary for us to arrange Gas and/or Electrical Safety inspections. If you occupy a Property with British Gas 3 star cover on the Gas boiler, you or a representative will be required be present at the Property for inspections, to facilitate access. British Gas will not collect keys to visit a property.

Appointments are notified by British Gas for a.m. or p.m. on a weekday with no fixed time. We are not able to attend these appointments on your behalf.

SECTION I: RENEWAL OF A TENANCY

NOTICES

Any Notice will only be deemed to have been served by the Tenant (you) if sent by registered post to our offices at Parker House, Second Floor, 104A Hutton Road, Shenfield, Brentwood, Essex, CM15 8NB. If Notice is served via e-mail, it will only be deemed to have been served if you receive confirmation of the receipt of the said Notice whether by post or by e-mail.

OPTION TO RENEW

If your current Tenancy Agreement includes an "Option to Renew" clause we will need to know whether you intend to exercise that Option. If you do, provided you advise us in writing within the time limits stated in the Tenancy Agreement, we will seek to agree on the Landlords behalf the terms for the new agreement and prepare the new Tenancy Agreement and associated documents.



CREDIT CHECK AT RENEWAL

Before we draw up any documents a new credit check may be required if rent payment frequencies and amounts or deposit terms are, in our opinion, to change significantly, and/or there have been significant changes in your circumstances or that of the Permitted occupiers.

COSTS – VARIATION OF CONTRACT

During the Tenancy should there be a reason to alter/amend the existing Tenancy Agreement the costs for us to perform this are £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.

LATE PAYMENT

Failure to pay your rent will incur interest charges at a rate of 3% above the Bank of England Bank Rate and will be calculated after 14 days from the rent due date, but backdated to when the rent became due. This interest will continue to accrue until all rent and interest is paid.

WITHOUT AN OPTION TO RENEW

If the Tenancy Agreement does not contain an automatic 'Option to Renew' we will have written to the Landlord to ask for instructions as to whether they are willing to agree to the granting of a new tenancy agreement from the expiry of the current term. If both you and the Landlord wish for a new Tenancy Agreement to be granted we will act on the Landlords behalf and seek to agree the terms subject to contract and prepare the new Tenancy Agreement and associated documents.

SECTION J: TERMINATIONS

NATURAL END OF A TENANCY

During the last two months of the period of the Tenancy the Tenancy Agreement allows for access by the Landlord and/or ourselves/other Landlord instructed Agent, to show the Property to prospective new Tenants and/or Buyers.



EARLY TERMINATION (EXCEPT THOSE EXERCISED UNDER THE TERMS OF THE TENANCY AGREEMENT) TENANT RESPONSIBILITIES

When considering applying for an early termination of a Tenancy, you should bear in mind the obligations you have. This section highlights some of the issues that will need to be considered by yourself/yourself.

- The Tenancy Agreement makes you responsible for all of the Tenant's conditions set out in the Agreement until the Tenancy is formally brought to an end.
- Unless the Tenancy Agreement contains a break clause there is not an obligation upon the Landlord to agree to the Tenancy ending earlier than the end date in the Tenancy Agreement.
- Only when a replacement Tenant has been found, who meets the requirements of the Landlord, can a surrender of the existing agreement take place. Only when the surrender has taken place will your obligations under the Tenancy Agreement end.
- With the Landlord's written agreement you can instruct us to seek a replacement Tenant.
- To action your instructions to seek a replacement Tenant we will require your written confirmation.

- **Our fees for acting for you to find a new Tenant are equal to three week's rent, plus VAT where the outstanding term of tenancy (unexpired) is equal to or more than 6 months. Our fees reduce to two week's plus VAT if the outstanding term of tenancy (unexpired) is less than 6 months**

- Only when these sums have been received can we begin marketing.
- All negotiations with the prospective replacement Tenants must be handled by us.
- The consideration of an application will be handled like any other Tenancy application, with the usual full referencing/Right-to-Rent checks etc.
- All applications received will be presented to the Landlord, whose formal written instructions to proceed will be required to enable a replacement Tenancy to be created and the existing Tenancy to be surrendered.
- You will be required to vacate the Property at least two working Days before the start of the replacement Tenancy. You will be responsible for all costs as per the Tenancy Agreement until the start date of this new Tenancy.



TENANCY SWAPS

In the event that an individual or individuals wish to vacate the Property early and have arranged for another to take their place, this can be arranged subject to the following:

VACATING TENANTS

Vacating Tenants (you) must provide a minimum of one month's written notice of the proposed date of vacation (this date must be one day preceding a rental due date). The letter must also include the following:

- Amount of deposit the vacating Tenant(s) paid at the beginning of Tenancy (this must be counter signed by all Tenants)
- Forwarding address details and contact telephone numbers of all vacating Tenant(s)
- Written confirmation that (where the Tenant(s) leaving are the Lead Tenant under the DPS-Deposit Protection Scheme rules), that the whole deposit is re-paid and a new deposit is paid by all incumbent/new Tenant(s) of 5 week's rent
- Agreement that the £50.00 inclusive of VAT charge will be paid by outgoing Tenant(s) to cover the costs of drawing up a new Tenancy Agreement.

Please note the new deposit needs to be in place prior to the repayment of the pre-existing Deposit AND that a declaration by all incumbent Tenant(s) is signed to confirm that no damage has been caused inside the property up to the point that the change of Tenant(s) takes place. Therefore the final check out will determine any damage or wear and tear seen as above normal levels and this is completely the responsibility of all Tenant(s) at that stage, as no excuse that previous Tenant(s) were responsible for said damage will be taken into account.

All Tenants remain responsible for the Tenant obligations in the Tenancy Agreement until the end date of the Tenancy.

KEYS

All vacating Tenants (you) must return their keys directly to WN as soon as you vacate the Property. WN will then release the keys to the new Tenant once all paperwork is complete and correct monies are paid in cleared funds.

NEW APPLICANTS

Each proposed new Tenant needs to complete a Tenancy Application form and submit this to us a minimum of one month before the proposed vacated date.

If the Application is approved a surrender of the old Tenancy Agreement will be accepted, subject to contract and references, and a new Tenancy Agreement will be drawn up. This will not be executed until the funds and charges have been paid.

The first month's rental and full deposit must be paid and be in cleared funds before the new tenancy can commence.



INVENTORY AND CHECK-OUT

It is important to understand that an inventory check out cannot be conducted unless all Tenants vacate the Property including the removal of all personal belongings. Therefore in signing the Tenancy Agreement the new Tenants agree to accept the Property in accordance with the Inventory & Schedule of Condition, which was agreed at the beginning of the initial Tenancy. When vacant possession of the Property is returned to the Landlord at the end of the Tenancy, an inventory check-out report will be conducted and the deposit handled as stated in our deposit disbursement procedure.

All remaining Tenants must abide by the agreed Check In Report at the start of the Tenancy.

SECTION K: VACATION AT END OF TENANCY AND DEPOSIT DISBURSAL

INVENTORY CHECK-OUT

You are not responsible for the costs of a WN representative/inventory clerk conducting the Check-out.

Keys must be handed to WN/Inventory Clerk at this appointment, if you are not present at the check-out you must ensure that all keys are delivered to WN's offices before the appointment or available at a concierge desk ready to be collected. ALL keys given to you at the commencement of the tenancy must be surrendered at or by the check-out date.

Deposit disbursement will be carried out in accordance with our standard procedures. See Deposit Guidelines (below).

RESPONSIBILITIES WHEN VACATING THE PROPERTY

Failure to comply with these requirements could seriously delay the return of the deposit and result in deductions being made from it. The Tenancy Agreement makes you (The Tenant) liable to pay the Agent's reasonable fees and disbursements for arranging the making good of any breach or non-compliance. At the end of a Tenancy it is important to cancel the standing order for payments of rent. This is your responsibility. Where payments are received from ex-Tenants after the tenancy has ended there will inevitably be a delay in repaying this money to you. We would usually repay overpaid rent within 3 working days after receiving this payment.



DEPOSIT GUIDELINES

DEPOSIT

A deposit equivalent to 5 week's rent is taken prior to the commencement of the Tenancy to offset any costs required to remedy the failure of the Tenant (you) to fulfil the conditions of the Tenancy Agreement.

If we the Agent, are instructed by the Landlord to take and register the Deposit, we shall do so under the terms of the Deposit Protection Scheme (DPS) where the Tenancy is an Assured Shorthold Tenancy. The interest upon the Deposit is retained by the scheme and is not recoverable.

THE TENANCY DEPOSIT

WN Lettings Ltd T/A WN Properties is a member of the Deposit Protection Scheme, which is administered by:

**Deposit Protection Service – The Pavilions, Bridgewater Road, Bristol,
BS99 6AA**

Phone 0844 4727 000

Web www.depositprotection.com

DPS means The Deposit Protection Service

The Deposit Protection Service offer free dispute resolution for Deposits held by them. The service is provided by the Chartered Institute of Arbitrators (though applications should be made to The Deposit Protection Service).

If the Landlord and Tenant do not agree with each other about the amount of the Deposit refund at the end of the tenancy they may either apply to The Deposit Protection Service for the free alternative dispute resolution service or seek a county court order for a judgement on their claim.

If either party is not contactable at the end of the tenancy then the other may use the "Statutory Declaration" procedure listed for single claims (i.e. claims by only one party) in Schedule 10 of the Housing Act 2004 as amended.

GUIDELINES

The DPS hold tenancy deposits. These Deposits will be disbursed in accordance with their standard procedures as documented in their guide, which can be viewed on their web-site (see above) and where the tenancy is an Assured Shorthold Tenancy. At the end of the Tenancy WN will arrange a Check-out and an Inventory/Schedule of Condition/ Check-out Report will be produced by an WN employee or independent inventory clerk. The Inventory/Schedule of Condition/Check-out Report will be returned to WN's offices. The cost will be borne by WN.

When there is no dispute or a dispute has been settled between parties we will receive any amounts agreed as deductions where expenditure has been incurred on behalf of the Landlord, or arrange via the DPS to commence the repayment process of the whole or the balance of the Deposit according to the conditions of the Tenancy Agreement with the Landlord and you (the



Tenant(s)). The statutory rights of either the Landlord or you (the Tenant(s)) to take legal action against the other party remain unaffected.

AT THE END OF A TENANCY COVERED BY THE DEPOSIT PROTECTION SCHEME

If there is no dispute WN will arrange to have returned to them any amounts agreed as deductions where expenditure has been incurred on behalf of the Landlord, or arrange to start the repayment process with the DPS the whole or the balance of the Deposit according to the conditions of the Tenancy Agreement with the Landlord and you (the Tenant(s)). Payment of the deposit should be made within 10 working days of written consent from both parties

At the end of the tenancy covered by the Deposit Protection Scheme where there is a dispute:

If the Landlord and you (the Tenant(s)) do not agree with each other about the amount of the Deposit refund at the end of the tenancy they may either apply to The Deposit Protection Service for the free alternative dispute resolution service or seek a county court order for a judgement on their claim.

The Deposit Protection Service offer free dispute resolution for Deposits held by them. The service is provided by the Chartered Institute of Arbitrators (though applications should be made to The Deposit Protection Service).

All parties will agree to co-operate with any adjudication.

The statutory rights of either the Landlord or you (the Tenant(s)) to take legal action against the other party remain unaffected.

WN do not make any charge to Landlords or yourselves for access to this dispute resolution facility. Other than above, there are no costs for the actual arbitration/adjudication process.

TENANT'S FORWARDING ADDRESSES

Failures by you to provide forwarding addresses and email addresses may delay if not prevent the return of deposit monies.



DEPOSIT RELEASE PROCEDURE FOR PROPERTIES NOT MANAGED BY WN

- a) Where it is available to us, we will send a copy of the Check-out report to both Landlord and yourself with a letter stating that they/you should discuss any dilapidations with each other and come to an agreement as to dilapidation costs.
1. b) Where WN hold the Deposit:
When Landlord & you (the Tenant(s)) reach agreement we need written confirmation from both parties that this is so before we arrange deposit disbursal. When written agreement is received we will arrange deposit release.

DEPOSIT RELEASE PROCEDURE FOR PROPERTIES MANAGED BY WN

1. a) Where it is available to us, we can send a copy of the Check-out report to the Landlord & you (the Tenant(s)), where requested. We will then be asking for your/their comments. If dilapidations have been costed these may be included with the Check-out Report.
2. b) The Landlord's/your comments, when received, will be sent to the other party.
3. c) When the your comments on any Landlords comments are received and if there are no issues WN will initiate (via the DPS) the distribution of the deposit, in line with the Check-out Report findings.
4. d) If there are differences between the Landlord's & your comments, we will write to you both requesting further observations. If, when the respective comments are received the Landlord and you are now in agreement, WN will commence the return of the deposit (via the DPS) accordingly.
5. f) Where the Deposit is NOT held under the rules of the DPS:
If, when the respective comments are received the Landlord and you are still not in agreement WN may act as Stakeholder in order to make a professional judgement and propose a settlement based on the known facts. This proposal will be sent to Landlord and you and if they agree to the professional judgement the deposit will be dispersed accordingly. If the parties do not agree to the settlement the matter can be referred to a dispute service for adjudication by either party.

MONIES PROPERLY OWED TO WN

Any monies properly owed to WN Lettings Ltd T/A WN Properties by the Landlord will be deducted from the deposit amount due to the Landlord. The Tenant agrees that any monies properly owed to WN Lettings Ltd T/A WN Properties (and/or any unpaid costs to third parties incurred on your behalf by the Landlord or Agent) by you/the Tenant(s) will be deducted from the deposit amount due to you and/or deposit monies being paid to the Landlord.



STATUTORY INSTRUMENT 2007 NO. 797

The Housing (Tenancy Deposits) (Prescribed Information) Order 2007 can be found at:
<http://www.opsi.gov.uk/si/si2007/20070797.htm>

REFERENCE REQUEST

Either during the last stages of an existing tenancy or after you have vacated the property and you request that we provide you with a reference regarding your suitability as a tenant, we are able to do this (at no charge) subject to you requesting this to us in writing.

SECTION L: ENERGY PERFORMANCE CERTIFICATES (EPC'S)

Legislation has introduced an obligation on persons letting certain types of residential property to provide an EPC to you prior to the exchange of contracts for the rental of the property. If, in our opinion, the property requires an EPC we will provide you with this no later than exchange of contracts or at your request once it has been provided to us by the Landlord or an EPC provider unless we have been specifically instructed not to do so by the Landlord.

LEGISLATION

This term includes any legislation relating to EPC's including without limitation the Housing Act 2004, Home Information Packs (No 2) Regulations 2007, Home Information Packs (No 2) Redress Regulations 2007 all as amended from time to time.

EPC OWNERSHIP

Ownership of the EPC does not pass to Tenant(s) at any time. It remains the property of the Landlord.

SECTION L: TAXATION ON NON-RESIDENT LANDLORDS

Non-resident landlords are persons:

- who have rental income, and
- whose 'usual place of abode' is outside the UK
- This includes anyone who leaves the UK for more than 6 months even though their local tax office may continue to treat them as a resident in the UK following their departure.
- Members of HM Armed Forces and other Crown Servants including Diplomats are treated no differently from any other non-resident landlord. So if they receive UK rental income and have a usual place of abode outside the UK the NRL Scheme applies to them.
- When rent is paid to the Landlord via WN we ensure all of the tax matters relating to the landlord are dealt with correctly and that the tenant has no liability. If the Tenant pays the rent directly to an Overseas Landlord (as defined above) and the Landlord does not pay the correct tax to HMRC it is possible that HMRC will issue a tax demand to the tenant.
- This problem is avoided if the Landlord has an Approval Notice issued by HMRC for rents to be paid without deduction.



SECTION M: GUIDES FOR TENANTS

We recommend that all prospective tenants review the information on the web sites below.

Guides on Renting

<http://www.communities.gov.uk/documents/housing/pdf/138289.pdf>

<https://www.gov.uk/private-renting>

http://www.adviceguide.org.uk/england/housing_e/housing_renting_a_home_e.htm

<https://www.gov.uk/private-renting-tenancy-agreements>

www.gov.uk/government/publications/how-to-rent

Tenancy Deposit Protection

<https://www.depositprotection.com>

<http://www.thedisputeservice.co.uk/>

Information on Local Authorities

<https://www.gov.uk/>

Schools - <https://www.gov.uk/find-school-in-england>

Parks - <https://www.gov.uk/find-your-local-park>

Environment - <http://www.environment-agency.gov.uk/homeandleisure/37793.aspx>

Air Pollution - <http://www.environment-agency.gov.uk/homeandleisure/124274.aspx>

Crime - <http://www.police.uk/>

Flight Paths - <http://www.flightradar24.com/>

Flooding - <http://www.environment-agency.gov.uk/homeandleisure/37837.aspx>

Flood Warning Areas - <http://www.environment-agency.gov.uk/homeandleisure/37835.aspx>

Historic Landfill – <http://www.environment-agency.gov.uk/homeandleisure/37829.aspx>

Landfill Sites - <http://www.environment-agency.gov.uk/homeandleisure/37823.aspx>

Industrial Pollution - <http://www.environment-agency.gov.uk/homeandleisure/37827.aspx>

We trust that this information will be of assistance to you. If you have any questions, please do not hesitate to contact us.