

A GUIDE FOR TENANTS

Applying for a Tenancy

When you have chosen the property you wish to rent, you must formally apply for the tenancy by completing a Tenancy Application Form. This will be forwarded to your email address and MUST be done ASAP. If you do not have an email address a paper based form is available.

Before you apply for the application it is essential that you have secured the property by paying the administration charge. This provides us with the details that we need to submit to our client for consideration.

Administration Charge

The Tenant is liable to pay an administration charge per person NO VAT per property. This is the cost of considering the application, taking up References and preparing documentation relating to the tenancy. Credit checks are included.

The administration charge is non-returnable in the event that references prove unsatisfactory or the Tenant withdraws the Application before completion. All monies can be paid either in the office or over the telephone by debit or credit card.

Please note that all payments made by credit card will incur a charge of 2% + vat charge.

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. Our Lettings Negotiator will advise you of the references we require. In some cases if insufficient information has been obtained on the proposed Tenant it will be necessary to nominate a guarantor who acts as security for the term of the Tenancy Agreement. The guarantor will be UK based and will have to provide similar references to those required for the proposed tenant. If the references are acceptable we will draw up the Tenancy Agreement. If you have any queries in regards to your references please don't hesitate to contact us.

We will not apply for any references until you have paid the administration charge and this form has been signed. You may provide your own references these in turn will be cross referenced.

Tenancy Agreements

We have different forms of Tenancy Agreement which specifically cater for the needs and circumstances of both you and the Landlord and whether the Tenancy is taken in your own name or in the name of a company. It is important that you read your Tenancy Agreement carefully and make sure you understand all of the clauses in it. Our Negotiators or your solicitor can explain anything you do not understand, should you wish to take independent advice.

Signing the Agreement

The tenancy agreement must be signed prior to the commencement of the tenancy by all parties. Once you and the Landlord, or his agent, have signed the Tenancy Agreement (Assured Short-hold) you are legally committed. You will be given the Agreement signed by the agent on the landlord's behalf so you will have a record of your rights and obligations in relation to the property you are renting.

Costs

(Payments required before the tenancy commences)

Deposit

A deposit equivalent to one months rent + £100.00 (minimum) or an amount to the Landlords discretion is held (if the property is managed, by Bay City Living Ltd) for the duration of the Tenancy to offset any costs required to remedy the failure of the Tenant to fulfil the conditions of the Tenancy Agreement. We do not pay interest on any money held in our client's account. If the property is managed by your Landlord directly, your Deposit will be held by the DPS

<http://www.depositprotection.com/> . All monies must be paid at least three days prior to the tenancy commencing, ideally either by debit or credit card.

Initial Payment

The first rental instalment and deposit must be received in cleared funds no later than our receipt of the signed tenancy Agreement. If payment of the initial cost is to be made by cheque, a period of ten working days prior to commencement of the tenancy is required to guarantee clearance of the cheque. Any cheque, which has to be re-presented, is subject to a charge of £25.00, plus VAT. Payment by cash/debit or credit cards made to us are preferable and are essential in instances where an Agreement has to be completed within a short period of time. Please note a £1 charge will be incurred for all monies paid by cheque and a 2% + vat charge for all credit card payments.

Subsequent Payments

Subsequent to the initial payment, rent must be paid by standing order and the appropriate form will be given to you upon completion. Standing orders must be set up at least three days prior to the rent being due, this is so the rent is in our account on the date your rent becomes due. If rent is late by more than three days a £15 + vat charge will apply.

Utilities

The terms of our Tenancy Agreement require the Tenant to accept responsibility for the payment of gas, electricity, Council Tax, telephone and water charges. If Bay City Living are Managing the property we will upon your occupation, inform the relevant utility companies. The Television licence, Burglar Alarm, cable TV charges and any local parking permits are also your responsibility.

Insurances

The Landlord is responsible for providing building insurance, and contents insurance for his own belongings, but he is not responsible for your possessions. As per the terms of your tenancy, you are responsible for insuring your own contents and valuables. We will require proof of your contents insurance before your occupation of the intended property. If you do not have insurance, we will happily arrange cover - please ask your branch.

Property Management

You will be informed, when you move into your new home who will be looking after the property during the term of your tenancy. The Landlord, his representative, or we will be managing the property on a day to day basis. A dedicated maintenance team is in place for any maintenance queries where we will endeavour to assist you in any maintenance issues. BCL carry out quarterly inspections on all managed properties, sufficient notice will be given for the appointment.

Renewal of Tenancy

If at the end of your period of tenancy you wish to renew your tenancy agreement, if after negotiation, the Landlord agrees, we will draw up appropriate documents. This renewal will be at a cost of £35 no vat per each tenancy renewal.

Early Termination

If you wish to terminate a fixed term tenancy earlier than the ending date of the agreement currently in operation, and if, at this option, the Landlord agrees to an early release, both parties must agree in writing, the following terms will then apply -

- a) The Tenant remains fully responsible under the terms of the Tenancy Agreement until such time as the property is re-let, or the ending date passes, whichever is the earlier.

- b) If a new Tenant is found prior to the Tenancy ending date, the out going Tenant shall pay the Landlord's costs for setting up the new tenancy. This sum becomes payable as soon as contracts are signed.

Termination

You the Tenant must give either Bay City Living or your Landlord (if managed directly) two months written notice before the expiry of your Tenancy Agreement on or before the date that the rent is due.

Deposit Dispersal

If managed your deposit will be held by BCL & will be registered with the DPS <http://www.depositprotection.com/> (Government run scheme). Please refer the deposit protection scheme . At the end of the tenancy deposit dispersal will be conducted as follows: -

If you are renting a property which is managed by BCL, WE will liase between Tenant and Landlord to ensure that dilapidations are costed, the inventory/schedule of condition check-out report is considered and, in the event of any dispute the property manager acting as “expert” will arrive at a reasonable and fair decision based on all the information available. If you are renting a property, which is not managed by BCL, you will have to come to an agreement with your Landlord as to the cost of any dilapidations, and look to your Landlord for the return of your deposit.

Please note rent arrears will be deducted from the bond if they are not cleared before the end of the tenancy.

Mail

At the end of your tenancy, BCL suggest that you take out a mail redirection service from the post office, to ensure safe receipt of your mail. BCL will not be responsible for the forwarding of any mail to your new address.

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Print Names

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Signatures

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Date

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