

Tenants Guide To Letting

Application Form



115 Western Road, Brighton, East Sussex BN1 2AB

TEL: **01273 748828** FAX: **01273 749698** EMAIL: info@michaeljosephstates.co.uk

This guide has been compiled in order to avoid any misunderstandings that may occur prior, during & upon occupation of the property that you intend to rent through our Agency and which we hope you will find informative and useful.

All properties you view are taken as seen and no alterations will be made without the Landlords prior consent.

PRIOR TO ENTRY

REFERENCES

It is always a requirement that references are obtained by Michael Joseph Estates prior to your occupation of the property. We will also require a copy of your proof of identification (Photographic driving licence or passport) and proof of residency (i.e bank statement, mobile phone statement etc...)

GUARANTOR

All Applicants will require a UK Homeowner Guarantor. Copies of our Guarantor Agreement will need to be signed and returned along with copies of; a recent utility bill, photographic identification, and proof of property ownership.

These documents are vital in the process and completion of your tenancy.

AGENCY FEE, INVENTORY & CHECK-OUT FEES

The Agency fee(s) of £140.00 + VAT (£164.50) per person are paid to secure the property, 'Subject to Contract' once you have decided to take the property in question, this is to be in cleared funds, i.e cash. If at any time, prior to completing the Tenancy Agreement you then withdraw your application, or your references are unacceptable to your proposed Landlord, **you will forfeit this amount.**

The Agency fee(s) are required to engross the Tenancy Agreement, this amount also includes the cost of all credit checks and references, Guarantor Agreements, key cutting, and costs for all future correspondence, i.e renewable Tenancy Agreements, confirmation letters to any Council Departments and references to future Landlords or Mortgage lenders. Please note there is an additional inventory charge that is payable on the completion date, this charge is typically **between £60.00 & £130.00** depending on the property size, this payment is per property not per person. A checkout charge of between **£35.00 & £75.00** is also taken at the start of the tenancy.

Our Inventories and checkout are out sourced to Peach Inventory, the purpose of outsourcing these to an independent company is to give a clear unbiased professional view of the property at the start and end of your tenancy.

Any interest paid on monies held on deposit, will be awarded to Michael Joseph Estates.


PLEASE BE ADVISED THAT IT IS YOUR RESPONSIBILITY TO ENSURE THAT OUR REQUESTED REFERENCES ARE RECEIVED PRIOR TO YOU TAKING POSSESSION OF THE PROPERTY. IF WE ARE NOT IN RECEIPT OF ALL REPLIES, THEN IT WILL NOT BE POSSIBLE FOR YOU TO MOVE IN, IT IS ALSO EXTREMELY IMPORTANT THAT YOUR ONLINE APPLICATION FORM IS SUBMITTED WITHIN 48 HOURS (MAX) TO ENSURE THAT THIS PROCEDURE CAN BE COMMENCED.

It is necessary to inform you that unless an agreed moving in date has been verbally agreed, should you fail to contact this Agency within 10 days of submitting your application, the property will have to be remarketed and you will forfeit your holding deposit.

By completing and returning the application form you are also acknowledging that you have read and understood all of the points referred to in this guide.

DEPOSIT

A deposit will be due on all lettings, which you will be required to pay at the point of signing

the Tenancy Agreement. This deposit will be held by  throughout the term of the tenancy and will be returned once the property has been inspected by Peach Inventory Ltd and found to be left in a satisfactory condition. If you are in receipt of House Benefits, your deposit will be returned by cheque when we have received the last payment from the council, paid up to the date of vacation.

TENANCY AGREEMENT

Once all your references have been obtained and we have the Landlords approval to proceed, we will ask you to sign an Assured Shorthold Tenancy, which is for a minimum of six months. Once you have signed this Agreement you are legally bound to pay the rent for the tenancy period i.e six months. You can vacate the property after the six month period by giving us one months notice in writing to terminate the tenancy. The Landlords obligations towards the tenancy are; to advise us by the fourth month of the initial period if his intentions of either giving two months notice to vacate the property, or to renew for a further period. It is imperative, however, that you advise us of your intentions at least one month before expiry date so that we may take your Landlords instructions.

JOINT AND SEVERAL LIABILITY

Tenants named on the tenancy agreement are considered '**jointly and severally liable**' for the obligations of the tenancy. This means that each tenant is fully responsible for all the conditions of the agreement, including paying the rent as well as being responsible in connection with the other tenants. Therefore each tenant is responsible for paying the full amount of rent or the full cost of any damages, not just their share.

Please note: Michael Joseph Estates require one full monthly payment of rent, not individual payments in the case of shared properties.

CHANGE OF SHARERS

If at anytime during the tenancy any tenant(s) wishes to be released from the tenancy agreement they will need to find a replacement tenant and provide us with their details in order that we can start the process. They will need to come into our office and pay our agency fee. They will then be fully referenced and will need to provide us with a UK Homeowner Guarantor. Once this is complete the new tenancy agreement will be drawn up for the new tenant and the existing tenants to sign. Only once the referencing is complete and satisfactory, all monies are paid and all documentation signed and back in the office will the new tenant take over. Until then the previous tenant will continue to be liable for the rent and damages. Once the process is complete the previous tenant will be given back their deposit within 14-28 days.

All of the above is strictly subject to the landlords agreement.

PAYMENTS

Having signed the Tenancy Agreement you will be required to pay your first months rent, together with the deposit, inventory cost & checkout cost.

This initial payment must be made **IN CASH OR BANKERS DRAFT**. We would then prefer where possible your rental payments to be made by standing order, if you are intending to share the property, we would prefer payments to come to us from one account.

REPAIRS

In the case where a repair is required this should, in the first instance be reported to our Lettings Office by telephone on **01273 748828**, fax on **01273 749698** or email **info@michaeljosephstates.co.uk**.

If an emergency occurs outside office hours, such as serious water escape or electrical/gas fault you will need to call;

For plumbing emergencies - **Pro-Plumb - 07970758516 or 07799181712**
For electrical emergencies - **Elecsure Ltd - 07802538998**


If you find any points within your property that you think we should be aware of, please notify us in writing within 7 days of occupation.

INSURANCE

The Landlord will insure the property, covering fixtures and fittings only. You are responsible for insuring your own personal items, please ask us for further information.

VACATION

It is your responsibility, upon vacation, to arrange for closing meter readings on all services. When you surrender the keys you will then lose all rights to return to the property to rectify

any faults which may be found at the checkout between you and . It is in your own interest therefore to leave the property clean and tidy, and in good condition, INCLUDING if relevant, the garden.

Failure to do so will result in us calling in specialist contractors to rectify the problem and cost will be deducted from the deposit.

FINALLY - We are here to help, should you have any queries, problems, or requests for repairs, please do not hesitate to contact us and we will be pleased to assist you.