

## Tenant Standard Terms and Fees

The purpose of this document is to provide guidance on standard Tenant Information and obligations. This should be read alongside the Tenancy Agreement and the Terms of Offer. Our charges which are payable upon acceptance of your offer by the landlord.

### **Holding Deposit (One Week's Rent)**

To take the property off the market whilst mandatory references are carried out. This fee would only be refundable if the landlord decides not to go ahead with a tenancy once a satisfactory reference has been obtained. This fee would also go against the initial monies due on occupation of a property

### **Deposit (5 weeks rent)**

A deposit equivalent to five weeks' rent must be paid in cleared funds when you sign the Tenancy Agreement in accordance with the terms of the Tenancy Agreement. Where applicable, Clarets Residential will register the deposit monies with a Government-accredited tenancy deposit protection scheme on the Landlord's behalf. All deposit deductions must be agreed in writing by both Landlord and Tenant upon the termination of the tenancy. The Tenancy Agreement is between the Landlord and the Tenant and therefore the Tenant cannot hold Clarets Residential liable for any deductions made from the deposit which may fall into dispute. Any interest earned on the deposit shall be retained by the deposit scheme.

### **Payment of Rent**

The Rent in cleared funds is due in advance of the Rent Due Date as specified in the Tenancy Agreement. Note that standing orders or payment plans must be set up so that the funds leave your account three days before the Rent is due. A minimum of the first instalment of Rent must be paid upon signing the Tenancy Agreement.

### **Utilities**

You will be responsible for the payment of telephone, gas, water and electricity accounts and council tax at the Property during your tenancy. It is your responsibility to notify the relevant companies and the local authority that you are moving into/out of the Property. You are also responsible for ensuring that a valid television licence remains in place for the duration of the tenancy, if required.

### **Insurance**

As a condition into entering into one of our tenancy agreements the tenants shall ensure they have sufficient means to cover their liability for accidental damage to the Landlord's property, furniture, fixtures and fittings.

### **Management of the Property**

At the start of the tenancy we will advise you who is responsible for managing the Property. This is not always Clarets Residential. Where we are not managing the property we cannot authorise any repairs or maintenance or guarantee the speed at which repairs will be carried out. Where we are managing the Property, we may have to obtain the Landlord's consent before proceeding with a repair. Where we manage a Property and hold keys, the Tenant is to inform the Property Management Team if they want to be present when works take place. However, where we do not hold keys or the contractor is not willing to collect keys, it is your responsibility to provide access. If you are not available when contractors arrive or do not allow contractors to complete the job for any reason, there will be a cost of £60.00 (incl. VAT) payable by the Tenant (s). No contractors will be appointed to the Property until the charge is cleared.

### **Renewal of Tenancy - Free of charge**

Please contact us in at least 2 months before the end of your agreement if you wish to extend your tenancy.

### **Taxation**

If your Landlord is resident outside the UK we recommend you contact HMRC ([www.hmrc.gov.uk](http://www.hmrc.gov.uk)) to ensure you are compliant with the current regulations. Please note that Clarets Residential is not liable for the tax implications of rental payments to overseas Landlords. These provisions do not apply where you are paying your rent to Clarets Residential.

### **Anti-Money Laundering Regulations**

We are required by the Money Laundering Regulations 2007 to undertake enquiries at the outset of our agreement (and possibly at later stages also) to ensure that we have ascertained and verified the identity of our Client, and have understood the source of all funding to be used by you in any transaction. We will discuss with you the materials we need you to provide to us. Please note that we are not permitted to commence or continue providing any services to you until all requested materials have been provided.

### Complaints Procedure

If you have a complaint please contact Adam Claret, Managing Director, preferably by email (adam@clarets-residential.com), with a full description of the issue. Adam will then liaise with those relevant to help resolve your concerns.

Customer service is taken very seriously at Clarets Residential and in light of this we have a three stage complaints procedure:

**Stage 1 – Informal:** A person wishing to make a complaint should explain clearly what he or she is dissatisfied with, and what he or she wishes Clarets Residential to do. A response to a complaint at an informal stage will be made as soon as possible and in any event within 10 working days.

**Stage 2 – Formal:** A formal complaint will be recorded and acknowledged by our Accounts Director, who will then write to the relevant department instructing them to investigate the complaint and deal with it appropriately. A written response from the department will be provided within 20 working days. If this period is exceeded the customer will be informed as to why this is the case.

**Stage 3 – Reviews:** If dissatisfied with the stage 2 responses, the customer can refer the matter to The Property Ombudsman (TPO) within six months for a review. To avoid doubt, TPO will only review complaints made by consumers.

### Amendments

Clarets Residential. Reserve the right to change the schedule of fees and these terms of business upon providing reasonable notice in writing.

### Early Termination

Should the tenant wish to leave their contract early, they shall be liable to the landlord's costs in re-letting the property as well as all rent due under the tenancy until the start date of the replacement tenancy. These costs will be no more than the maximum amount of rent outstanding on the tenancy.

### Change of Sharer £50 (inc. VAT) per replacement tenant or any reasonable costs incurred if higher.

To cover the costs associated with taking landlord's instructions, new tenant referencing and Right-to-Rent checks, deposit registration as well as the preparation & execution of new legal documents.

### Variation of Contract (Tenant's Request £50 (inc. VAT).

To cover the costs associated with taking landlord's instructions as well as the preparation & execution of new legal documents.

### Unpaid Rent

Interest at 3% above the Bank of England Base Rate from Due Date until paid in order to pursue non-payment of rent. Please note: This will not be levied until the rent is more than 14 days in arrears.

Lost Key(s) or other Security Device(s). Tenants are liable to the actual cost of replacing any lost key(s) or other security device(s). If the loss results in locks needing to be changed, the actual cost of the locksmith, new lock and replacement keys for the tenant, landlord, any other persons requiring keys will be charged to the tenant. If extra costs are incurred there will be a charge of £15 per hour (inc. VAT) for the time taken replacing lost key(s) or other security device(s).

### For existing tenancies that were signed before 1<sup>st</sup> June 2019.

### Payments that apply

**Lost Key(s) or other Security Device(s): £36.00 (inc. VAT) plus item cost.** Obtaining necessary permissions, sourcing providers and travel costs.

**Out of Hours Service: £54.00 per hour (inc. VAT)** plus any actual costs incurred. Where actions of the tenant results in the agent (or contractor) attending the property, their time to remedy the situation is charged at the prevailing rate.

**Rent Arrears/Returned Payments: £24.00 (inc. VAT)** per letter, telephone call or email requesting payment plus interest at 8% above Bank of England Base Rate from Due Date until paid on any outstanding sums in order to cover the agent's costs.

**Renewal Fees (Tenant's Share): £72.00 (inc. VAT)** per tenancy. Contract negotiation, amending and updating terms and arranging for the signing of a further tenancy agreement.

**Variation of Contract Fees: £180.00 (inc. VAT) per request.** To cover the costs associated with taking landlord's instructions as well as the preparation and execution of new legal documents for any variances to the Agreement.

**Change of Sharer Fee: £264.00 (inc. VAT) per replacement tenant.** To cover the costs associated with taking landlord's instructions, new tenant referencing and Right-to-Rent checks, deposit registration as well as the preparation and execution of new legal documents.

**Permitted Occupier Fees: £150.00 (inc. VAT) per permitted occupier.** If it is agreed that another occupier may reside in the property with you, we will explain to any permitted occupier their rights and responsibilities towards the named tenant(s) and landlord and arrange an Addendum to the Tenancy Agreement within this fee.

### **Ending your Tenancy**

**Check out Fee (Tenant's Share):** For tenants who have not already paid a fee, Price depending on size of property. Fee includes attending the property to undertake an updated Schedule of Condition based on the original inventory and negotiating the repayment of the security deposit.

**Early Termination: £360.00 (inc. VAT) per tenancy** plus all rent due under the tenancy until the start date of the replacement tenancy. Should the tenant wish to leave their contract early, they shall be liable to the landlord's costs in re-letting the property. These costs will be no more than the maximum amount of rent outstanding on the tenancy.