

Broomfield Estates Standard Fees and Terms for Tenants

Tenancy

The rental agreement offered is for 6/12 months (subject to contract) and is known as an Assured Shorthold Tenancy. An appropriate Tenancy Agreement will be prepared for your signature prior to the start of the tenancy. Once the tenancy agreement is signed, both parties are **legally bound** to the tenancy.

Should you wish to leave before the end of the tenancy, you are still responsible for the payment of the rent until the tenancy expires and the Landlord has the right of redress through the courts.

If the Tenancy Agreement is longer than six months, a **break clause** (subject to Landlord agreeing) may be added stating that after the initial six months you are able to give two month's written notice to terminate the Agreement. (See our Tenancy Agreement Tenancy Break Clause 7.9 (1) (2) as this states a 'penalty' for breaking the contract).

When you sign the tenancy agreement, and before moving in you will need to **bring the following**:

- One month's rent
- Deposit equivalent to one month's rent
- 2 forms of I.D. (1 photo ID) and proof of address
- Proof of residency in this country, i.e. visa or work permit

Holding Deposit

If you intend on renting one of our properties, you will be expected to pay a holding deposit of **£300.00 (not subject to VAT)**. The holding deposit is to:

- Show you are willing to move into the property on an agreed date
- Enable us to proceed with references
- Enable us to take the property off the market
- Enable the landlord to prepare the property to be ready for your occupation

Should the tenancy go ahead, that money will be put towards the initial payment of the first month's rent and deposit.

Should you subsequently pull-out or your references fail, you will forfeit your holding deposit to cover costs which include:

- Costs in lieu of the rent for keeping the property empty and not offering it to other applicants
- Re-advertising the property to let
- Preparation of the Tenancy Agreement and other pre-tenancy documents
- Any references sought for which you have not separately pre-paid

If the Landlord withdraws the property from the market for any reason other than the reasons mentioned above, the holding deposit will be returned to you, but not the reference fees (see below).

References + Fees

Prior to the tenancy being offered, a credit check, employer, previous landlord and bank references will be obtained in respect of all tenants by professional referencing agencies acting on our behalf at a fee of **£90.00 per tenant (inc. VAT)**. Any offer of a Tenancy is strictly subject to satisfactory references being passed. Please note that we may require copies of bank statements for the last 6 months from yourself/your guarantor (whichever is applicable). Please note that these referencing fees are non-refundable.

Proof of Identity / Residence

You **MUST** supply us with Proof of Identity, consisting of one form of Photo Identification (Passport or Driving License Only). If you are a foreign national, we require proof of residency, e.g. a residence permit or visa, as well as photo ID. We also require a proof of address, i.e. a utility bill or council tax bill in your name at the given address. A UK driving license does provide both photo ID and proof of address, provided the address shown and that given by you are the same.

Payment of Rent

The first instalment of rent must be paid in cleared funds when you sign the tenancy agreement. Thereafter, rent is payable by standing order (unless agreed otherwise) to arrive on the due date as stated in the tenancy agreement. This means that the standing order must be set up so that the funds leave your account three days before the rent is due.

Security Deposit

Usually a deposit equivalent to one month's rent (depending on the landlord) must be paid in cleared funds when you sign the tenancy agreement which will be held by the **Deposit Protection Service (DPS)** unless otherwise stated for the duration of the tenancy in accordance with the terms of the tenancy agreement. A copy of the DPS terms and conditions are attached to this document.

All deposit deductions must be agreed in writing by both landlord and tenant upon the termination of the tenancy. The tenancy agreement entered into is between the landlord and the tenant and, therefore, the tenant cannot hold Broomfield Estates liable for any deductions made from the deposit which may fall into dispute.

Check-in and Check-out

An inventory is drawn up of all the items in the property and the state of decoration. This will be given to you by your landlord, an Inventory Clerk, or us (if we are requested to do so) when you move into the property for you to check, sign and return to the Landlord or us with any comments you may wish to add within 48 hours of occupation.

Broomfield Estates will be instructed by the landlord as to what arrangements are to be made for the inventory, check-in and check-out. Unless agreed otherwise, the landlord will be responsible for the payment of the inventory and check-in and the tenant will be liable for the check-out.

Energy Performance Certificate (EPC)

A copy of the energy assessment will be given to you prior to signing the Tenancy Agreement. If you require a further copy of the certificate, please notify us immediately, so we can arrange for a copy to be sent to you. The Energy Performance Certificate is valid for ten years.

Gas Safety Certificate (GSC)

A copy of the Gas Safety Check (where applicable), is left in the property for your reference. If you cannot locate the certificate, please notify us immediately, so we can arrange for a copy to be sent to you. The Gas Safety Certificate is valid for one year and must be renewed on an annual basis.

Utilities

You will be responsible for the payment of telephone, gas, water and electricity accounts 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. Utility companies will also always require the occupant to provide access for any visit.

Payment of Council Tax is your responsibility and you are **legally obliged** to make a formal notification to the local council yourself at the start of your tenancy - Enfield Council Tax Office 020 8379 1000.

Insurance

It is your responsibility to insure your own belongings throughout the tenancy.

Management of the Property

Broomfield Estates is not responsible for the management of your property. We cannot authorise any repairs or maintenance or guarantee the speed at which repairs will be carried out. The landlord is responsible for any maintenance or repairs required but we will always try our best to help solve any problems.

