



# Regency Lettings & Property Management

Rystead Lodge Barn Buildings  
Pockford Road, Chiddingfold  
Surrey, GU8 4XS

Lettings: 01428 684540  
www.rlpm.co.uk  
valissa@rlpm.co.uk

## TENANCY APPLICATION GUIDANCE

### Offering on a property:

Be sure that you can afford the property. Your minimum income (or joint income) should be £30 per £1 of rent.

When a tenancy offer is agreed (subject to references):

- **HOLDING DEPOSIT:** You will be required to pay a reservation fee of up to the equivalent of 1 weeks rent. This will reserve the property whilst references and credit checks are undertaken. The holding deposit can be used as part of the initial rent due or can be refunded. \* (see below)  
For example £230.76 on a £1,000 pcm rental.

*\*The holding deposit can be retained by the landlord or agent if any of the below apply:*

- 1. failure of Right to Rent checks - the landlord is prohibited by section 22 of the Immigration Act 2014 (persons disqualified by immigration status) from granting a tenancy of the housing to the tenant and the landlord (or letting agent acting for the landlord) did not know, and could not reasonably have been expected to know, the prohibition applied before the deposit was accepted, or*
- 2. if the tenant provides false or misleading information to the landlord or letting agent and the landlord is reasonably entitled to take into account the difference between the information provided by the tenant and the correct information in deciding whether to grant a tenancy to the tenant, or the landlord is reasonably entitled to take the tenant's action in providing false or misleading information into account in deciding whether to grant such a tenancy.*
- 3. if the tenant does not complete an application and supply all documents required and enter into an agreement within 15 days of applying for the property.*
- 4. if the tenant withdraws from the application.*

If the Landlord withdraws you will receive a full refund.

If the Landlord does not enter into an agreement with a tenant who has passed all referencing and Right to Rent checks within 15 days the deposit will be refunded to the tenant unless the tenant and landlord agree to extend the 15 day rule.

- **RIGHT TO RENT:** Under new legislation of 1 February 2016 you will need to provide documents to show that you have a right to rent in the UK (i.e. Passport, Visa, Driving Licence etc).
- **APPLICATION FORM:** Ask you to complete Homelet Referencing application forms. Homelet Referencing will carry out credit checks and take references from the information provided in your application form. Upon approval from Homelet a tenancy will be offered and an agreement will be drawn up for your property.

### Tenancy Agreements:

- Assured Shorthold tenancy agreements will be drawn up detailing the Tenant and Landlord obligations, legislation, tenancy term, rental and security deposit details. Two copies of the agreement will be prepared for signature by both the Landlord and the Tenant/s. Regency Lettings & Property Management may in some instances sign for the Landlord where authorised to do so.



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## **Other Documents:**

You will be provided with:

- Deposit Paperwork – Section A form complete and signed by the Landlord/Agent and Tenant's
- The current EPC certificate for the property
- The current gas safe certificate for the property (if there is gas)
- The Governments' 'How to Rent' Brochure

## **Initial Payments:**

Prior to the start of the tenancy you will be required to pay:

- SECURITY DEPOSIT: Equivalent to 5 weeks' rent. The deposit is paid to the Deposit Protection Service (the DPS) and held by them in a custodial government scheme during the term of your tenancy (and any renewals).
- One month's rent in advance (or other amount as agreed) – less holding deposit if not refunded.

## **Insurance:**

The Landlord will ensure the building and their own contents. You will be responsible for insuring your own contents. Policies are also available from insurers for insuring you against accidental damage to the Landlord's property/possessions.

## **Commencement of Tenancy:**

- An inventory and schedule of condition will be drawn up by an independent AICC Inventory Clerk. The Inventory Clerk will normally meet you at the property at the start of the tenancy and carry out an inventory check-in procedure, taking opening meter readings and handing over keys.
- Tenant/s will be provided with a copy of the Inventory & Schedule of Condition.
- Utility and council tax accounts will be opened in the Tenant/s name with utility providers and the Local Authority.
- Tenants are allowed to change utility suppliers but must advise Regency Lettings & Property Management of the new provider.

## **During the Tenancy:**

Where Regency Lettings & Property Management are the managing agents for the property we will:

- Deal with the day to day management of your property including rent collection, organising and handling repairs and maintenance.
- Carry out periodic maintenance inspections (arranged with you in advance).
- Negotiate between the Landlord and Tenant any tenancy renewals



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## **At the end of your Tenancy:**

If you do not renew your tenancy or if the Landlord requires possession we will:

- Contact you and advise you of your end of tenancy date
- Provide you with checkout guidance notes to assist with end of tenancy procedures
- Arrange for an inventory clerk to carry out and end of tenancy checkout
- Report to you and the Landlord if any dilapidations are to be charged
- Request for the DPS to return your deposit less any agreed dilapidations

## **TERMS:**

- **DEPOSIT:** The deposit is normally calculated as the equivalent of five weeks' rent. (Or 6 weeks' rent if the annual rental is £50,000 or more).
- **THE DPS:** All deposits are held by the Deposit Protection Service (in a government protected scheme) for the period you occupy the property. The deposit is refundable at the end of the tenancy subject to dilapidations (if any). Interest is not payable upon this deposit. For full details and terms see: <http://www.depositprotection.com/documents/terms-and-conditions-custodial.pdf>
- **COMPLAINTS:** If you have a complaint please write to us. We will review your complaint and respond within 21 days. If you are not happy with our in-house review you can refer the matter for redress. We are members of the Property Ombudsman Service redress scheme <https://www.tpos.co.uk/consumers/how-to-make-a-complaint>