

Tenants Guide to Renting

Welcome to Pennvale

Thank you for choosing us to help you in finding and securing a new home!

We know that moving can be a stressful time, so we have prepared this guide for you to try and ease the stress away and to direct you through the process from tenancy application through to moving into your new home.

Tenancy Application

When you first started your search for a rental property, you will have no doubt either sent through an enquiry online or called us directly to arrange a viewing. On initial contact, we will have registered your contact details and property criteria to enable us to assist you with your search and prior to the booking of any viewings.

Having now viewed and potentially found your new home, the next stage is to confirm your interest in the property to us. We shall then need to check the following information with you;

- How many **adults** and **children** (including ages) will be living at the property
- If there are any **pets**
- If there are any **smokers**
- **Employment** status for all adults, confirming; the type of contract they are on, job title and basic annual salary
- **When** you are looking to move and the **length** of tenancy you would be looking to commit to
- If all tenants are **UK/EU/EEA citizens** or based outside of the EU/EEA (and not Swiss)
- The **rental value**
- If you have any **specific requirements** or conditions that will apply in order for you to proceed with the property e.g. a professional clean of the property throughout prior to the start of your tenancy

These details constitute an **offer**, after which we will send you two duplicate **Declaration of Offer** letters as confirmation for you to review and verify your details. One copy of the letter is for you to keep for your records and the other copy should be signed by all Tenants and returned to us as soon as possible. If any amendments need to be made, these should be put in writing to us. Your offer will then be put forward to the Landlord for their consideration, so it is essential that all the details provided are correct.

Once the Landlord has been consulted and your interest is registered with them, they will consider accepting in principle, (the acceptance of the offer is subject to successful conclusion of references and Right to Rent checks), after which the **application** process then starts.



On application for a tenancy, we will then ask you to provide the following;

- i) **Photographic identity** in the form of a valid **passport**
- ii) **Proof of your current residential address** dated in the last 3 months e.g. a utility bill
- iii) A **valid visa** if a **non-UK/EU/EEA** citizen
- iv) Latest **bank statement** evidencing you have enough available cleared funds if you are proposing to **pay rent in advance** for the whole of your initial term of tenancy (minimum of a 6-month term)
- v) **Signed Tenants Guide to Renting**
- vi) **Signed Guarantors Guide** (if applicable)
- vii) **Signed Declaration of Offer Letter**
- viii) **Advanced Payment*** equivalent to 1 week's rent as a Reservation Fee in cleared funds

* The Advanced Payment is payable per property and not per person. These monies will contribute towards those monies required to pay to move into your new home. See breakdown of those costs (Initial Monies) due for the start of the tenancy, detailed after the Referencing section of this guide. These monies, however, are non-refundable in full, if you withdraw from the let once the application process has started.

Once the above has been received, the next step is for **comprehensive reference checks** to take place.

Referencing

References are carried out to assess your **financial affordability** to cover the monthly rental commitment. They also check if you have any adverse **credit history**, previous **rental history** (if applicable), **current employment** (and previous employment potentially if you have worked for less than 6 months with your current company) and to validate your identity.

If you are aware of any adverse history, whether in relation to your finances or rental history, it is very important that you advise us at the start of the application process.

As part of the referencing process, **Right to Rent Checks** will also be carried out. This is to check whether you have the right to reside in the UK.

If you are applying from **overseas** or have been based in the UK for less than 6 months, full reference checks may not be viable and a UK based guarantor may apply – please speak to a member of the team so we can discuss through those available options to you.

The criteria for the affordability level is that the **household income** (whether individually or jointly) needs to equate to a minimum of **30 times the monthly rental value** e.g. if the monthly rental is £1000.00 per calendar month, a minimum income of £30,000 per annum would need to be proven. Basic salaries will be taken in to account alongside child tax credits and working tax credits, however commission and bonuses will not necessarily be included.



Additional sources of income (which will need to be evidenced) such as rent received from your own property that is being let out will be taken into consideration.

If you have any previous **major adverse credit history** such as a County Court Judgement (CCJ), Bankruptcy or an Individual Voluntary Arrangement (IVA – usually for debt consolidation), you must declare this to us as soon as possible. Adverse credit history may mean you are not able to meet the referencing criteria and the Landlord may decline your application for tenancy against their property. However, by advising us early on, we may be able to prevent any unnecessary referencing costs and/or find an alternative solution to meet the referencing company’s requirements such as the option of **paying rent in advance** or providing a **Guarantor** (subject to the Landlord’s consent).

The referencing process normally takes 3 to 5 working days from submission of the completed online application form, however this will vary on a case by case basis and will depend on how quickly your referees respond. By notifying all referees in advance that you are applying for a rental property and that the referencing company will be in contact with them to confirm your details, can help to speed up the process. Also, please do not nominate anyone if you know they are due to go on leave as this will delay the referencing process.

Please note that the final reference report received for each prospective tenant (and guarantor where applicable) will be submitted to the Landlord for them to review and approve.

I/We hereby consent to the referencing company providing Pennvale Lettings access to my/our completed tenancy application form and to release my/our final reference report to Pennvale Lettings and the Landlord to make an informed decision as to whether or not to enter into a tenancy agreement with myself/ourselves

Initial Monies

The initial monies are those monies that are payable to us following successful receipt of references and before the tenancy starts (in addition to the advanced payment which is payable on Application). They are made up of;

Advanced payment: (equivalent to 1 week’s rent)	£	(including VAT)
Inventory check-out cost:	£	(including VAT)
First month’s rent:	£	
Deposit:	£	
Other (specify):	£	(including VAT)
Total payable:	£	(including VAT)
Less (if applicable):	£	(including VAT)
Balance due:	£	(including VAT)

Fees confirmed by; as a representative of Pennvale Lettings to; as the prospective tenant(s) looking to apply for a tenancy against;as the rental property address.



NB: The initial monies must be paid in cleared funds before the tenancy starts. If funds have not been received and cleared in full, we are not in a position to release keys and this will delay your tenancy start date. Please allow at least 2-3 working days minimum prior to tenancy start to make payment. NB: Sorry, we do not accept personal cheques. We do not pay interest against account balances.

Rental Payments

Rental payments are made either directly to the Landlord or Pennvale depending on the level of service the Landlord has selected. Rent will be collected one month in advance on the same day each month by standing order. The day of the month the rent is collected will coincide with the day of the month that your tenancy started.

Please be aware that Pennvale requires rental payments to be made by standing order **3 days before** your actual rent due date to allow time for us to receive and process the payment for the Landlord.

Payments by standing order are reliant on there being cleared funds in your account on the day that the monies are due to be debited. We have no control or authority over your standing order. It is your responsibility to ensure rental payments are paid in full and on time as per your tenancy agreement and that you arrange for the cancellation of your standing order following tenancy expiry. NB: If we or your Landlord incur costs as a direct result of a late, part or full non-payment of rent, you will be held liable and be expected to reimburse these costs.

Deposit

A deposit is payable against your tenancy and is a part of the initial monies that need to be paid before your tenancy starts. As standard, we take a deposit equivalent **to 6 weeks' rent**, however this will increase to normally 8 weeks' rent should you have a pet living with you (which has been consented to by the Landlord beforehand.) The deposit monies will be protected in full and registered with one of the government recognised schemes; Tenancy Deposit Scheme (TDS), mydeposits.co.uk or the Deposit Protection Service (DPS). If we are acting as the Managing or Rent Collecting Agent on behalf of the Landlord, we will protect your deposit monies under the **TDS**. Your deposit monies will be held securely in a separate Clients Account throughout the duration of your tenancy and you have the further reassurance that we are members of the **Client Money Protection (CMP)** scheme.

Unless your Landlord manages your tenancy or holds the deposit monies directly, we will oversee the disbursement of the deposit monies following tenancy end and once a professional check-out has been conducted by an independent inventory firm. We hold the deposit monies as **stakeholder**, which means that **both** the Landlord and Tenant have to consent to the release of the deposit monies. Monies may be held back from the deposit for any breach in contract, damages or maintenance that require attention that have found to be caused by the Tenant and not considered fair wear and tear. If you can't agree any deductions proposed against the deposit monies, then you can raise the dispute



free of charge to an **independent adjudicator** under the deposit scheme that the monies are registered against.

Sharers

If you are looking to rent with one or more persons, please be aware that all persons will be named tenants against the tenancy agreement and the tenancy will be held **jointly and severally** between all parties. This means that all parties will be equally responsible for those tenant obligations against the tenancy agreement, including the payment of rent.

Please note that any tenancies entered into jointly between two or more tenants will be expected to be ended jointly following the correct written notice being served. If a situation arises whereby one or more of the original tenants wish to leave or an additional tenant(s) wishes to join the household, explicit consent must be sought and granted by the Landlord and any costs involved for drawing-up a new tenancy agreement, any addendums to the tenancy agreement and referencing costs will be borne by the Tenant. The Landlord, however, has no obligation to accept any proposals nor enter into any new tenancy arrangement. We recommend that should you have any specific tenancy requirements you speak to a member of the lettings team beforehand.

Guarantor

A Guarantor is usually required if an individual Tenant or joint Tenants are not able to meet the referencing company's criteria on their own merit. (This is still subject to the Landlord's approval to proceed with the tenancy with a Guarantor in place as they could decline a Tenant based on references not being satisfactory). Having a Guarantor provides the Landlord with some additional security by having a third party to guarantee the Tenant against those Tenant obligations that have to be met in order to comply with the tenancy agreement, which includes but is not restricted to the payment of rent. Similarly, to the Tenant, a Guarantor will have to undergo full reference checks and also be UK based. The Guarantor will have to sign the tenancy agreement in conjunction with the Tenant as well as a **Deed of Guarantee**.

Contractual Paperwork

Once the references and Right to Rent checks have been fully concluded and the Landlord has given consent to proceed, we shall prepare the contractual paperwork in readiness for tenancy commencement. The paperwork includes the **tenancy agreement** which both parties will be required to sign. If a Guarantor is involved, we shall also draw-up a **Deed of Guarantee** for the Guarantor to sign. In the majority of cases and to make it more efficient, we will usually issue any contractual paperwork for signing via **DocuSign** for electronically signing which enables the ability for an individual to sign at any time and in any place whether in the UK or abroad.



Inventory – Tenancy Start and End

A professional inventory is essential to both Landlord and Tenant before a property is let out. The inventory is a schedule of condition report which records the condition of the premises externally and internally, room by room from floor to ceiling, including any fittings and fixtures, furniture items and appliances that are being provided with the property as a part of the rental agreement.

At the start of the tenancy, an independent inventory clerk will attend a Check-In appointment with you at the property to check over the condition, take the opening meter readings and release the keys to you. (NB: They are not property surveyors and as such will not be carrying out a structural risk assessment of the property, nor are qualified in electrics, gas or plumbing and will not be testing any appliances or electrical apparatus provided to the property). You will receive a full in-depth inventory report of the rental premises to review within 3 working days of the start of the tenancy. From receipt of the inventory report, you will then have **14 days** in which to notify us if you feel that any information recorded is inaccurate, otherwise the original inventory received will be deemed correct.

At tenancy end, the property is expected to be returned in the condition it was found in at tenancy commencement allowing reasonably for fair wear and tear in readiness for the Check-Out. This will include a professional clean of the property if conducted for the start of the tenancy and is otherwise mandatory alongside a fumigation or chemical treatment for the prevention of a flea infestation should you have kept a pet cat(s) or dog(s) to the premises. Any cleaning and/or works carried out of the property to make good for tenancy end should be evidenced by invoices and receipts. These receipts should be supplied directly to Pennvale Lettings or the inventory clerk in attendance at the Check-Out appointment. As with the Check-In, the inventory clerk will report on the condition of the property that it is found in at tenancy end, take the closing meter readings and collect the keys to the property. Any changes that have occurred over the course of the tenancy will be noted and the inventory clerk will detail to the report whether they feel that it is the Landlord's or Tenant's responsibility. The inventory, Check-In and Check-Out are vital to ascertain if there are any deductions applicable from the deposit monies held following tenancy end. It will be up to the Landlord and/or ourselves as the Managing Agent to obtain quotes for any remedial works and there are otherwise specific calculations set by the deposit scheme in which to work out any compensation costs that may apply. The inventory clerk is an independent party to provide an unbiased view and they will not be influenced by either Landlord or Tenant nor will they provide any individual costs to make good the property against the Check-Out report.

Utility Services

Pennvale will contact; the water board, the current electricity and gas (where applicable) suppliers (as provided to us by the landlord) as well as the local authority/council about the council tax to advise them of your name(s) and tenancy start date. This is necessary for the utility accounts to be set-up and will be arranged shortly after your tenancy starts. Although we take every care to ensure that the necessary providers are informed, we



remind you that **it is your responsibility to pay all the utility costs (unless otherwise advised) against the property throughout the duration of your tenancy.**

Please note that it is neither the Landlord's or our responsibility to set-up accounts against or pay for any digital television, cable, internet and/or telephone packages against the premises that you may require. Should the installation of any such services requires the installation of a satellite dish, cable etc which involves work that affects the structure of the property, permission must be sought prior via the Landlord and/or Pennvale Lettings as the Managing Agent.

Contents & Liability Insurance

Although it is the Landlord's responsibility to ensure they have at least buildings insurance in place against the rental property, it is **not** their responsibility to cover your contents as a Tenant. For your protection, we advise that a specialist Tenants' contents insurance policy to include cover for accidental damage be taken out and remain in place throughout your tenancy. If you require further information on specialist cover in readiness for the start of the tenancy, please speak to a member of the team who will be more than happy to help.

Early Termination

The tenancy agreement that is signed by both Landlord and Tenant is legally binding. In signing the tenancy agreement, both parties are agreeing to those terms set-out including the length of tenancy. Therefore, both parties agree to end the tenancy with the correct written notice prior to ending the tenancy at the end of a fixed term or to evoke a break clause part way through the tenancy.

It is only under extenuating circumstances that a Landlord may consider a tenancy being brought to an end early. However, this is completely down to the Landlord's discretion and can only be granted following the execution of a **Deed of Surrender** which both parties have to mutually agree to and sign against. As penalty for breaking the contract early and to cover those costs involved with; the Landlord's associated 'out of pocket' expenses, the arrangement, drawing-up and execution of the Deed of Surrender, an **Early Surrender Fee of £375.00 (incl.VAT)** will be payable to Pennvale. Please also note that if the Landlord has paid any up-front commission for the services provided by Pennvale, any over-payment of this following tenancy end will be refunded back to the Landlord by the Tenant in addition.

I/We hereby consent to Pennvale sending me/us marketing material and/or information in relation to properties available to rent that are considered suitable to my/our criteria

I/We hereby consent to receiving marketing material from Pennvale and/or their partner companies relating to any relevant services and/or products in connection to the renting of a property including Tenants' Specialist Contents and Liability insurance



Pennvale will only request and record information on an individual that is either legally required or in order to fulfil those contractual obligations under those services provided to our customers and clients. We take our customers' privacy with seriousness and shall therefore only collect information deemed necessary. We shall further ensure that any information collected is stored securely and only held for as long as is required. For full details on how we handle your personal information, please refer to our **Privacy Notice** to our website: <https://www.pennvale.co.uk/downloads/Pennvale%20-%20Privacy%20Notice%20-%20tenants.pdf>

Signed:

Signed:

Tenant 1 (print name):

Tenant 2 (print name):

Date:

Date:

Signed:

Signed:

Tenant 3 (print name):

Tenant 4 (print name):

Date:

Date:

