

ROOK  
MATTHEWS  
SAYER

# TENANTS GUIDE

July 2023

# TENANTS GUIDE

1. Under the Immigration Act 2014, we are required by law to carry out checks to establish whether you are legally entitled to rent a property within the United Kingdom. If you are a UK citizen, an expired or current passport is acceptable. Should you not have a UK passport, you will need to follow the guidance supplied at the following website:- <https://www.gov.uk/prove-right-to-rent>. If you are unable to provide us with your Right to Rent share code report and/or documents, then we may contact the Home Office direct using their online checking service to determine your Right to Rent, we will require you to provide us with your Home Office reference number for this.
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2. Before commencing with our application process, you will need to provide ID and address verification for all applicants and guarantors (if applicable). Acceptable documents are attached detailed on the Acceptable ID & Address Verification Details sheet. Please note, we will send you a link for electronic uploading. Alternatively we must see the original documents and in the presence of the holder. There may be a branch within our network which is closer to you, please let us know if we can help with this.
  3. Once you have found a property you wish to rent, your initial offer will be put to the Landlord. The transaction will remain subject to contract, satisfactory references and proof of Right to Reside in the UK until the Tenancy Agreements have been executed.
  4. In order for your application to be accepted by us, you must meet our RMS referencing criteria where we check your credit history and affordability status. Your salary will need to be no less than 2.5 x the annual rent of the property e. g. a monthly rent of £500 would mean that you would need to be earning no less than £15,000 i.e. £500 x 12 x 2.5 = £15,000 (excluding any additional income that is not guaranteed which includes but is not limited to Commission/Overtime/Bonus/Rental Income). You must also be employed for a minimum of 6 months' and on a permanent basis, if you work temporarily/part-time or are employed via an agency or your fixed term contract expires prior to the tenancy end date then please talk to us to see what your options are.
  5. Once an application is accepted by the landlord we will require a payment from you which will be no more than the equivalent of one week's proposed rent. This is a holding deposit to indicate your serious intention to proceed with renting the property. If your application is successful the holding deposit will be deducted from your "move in" monies. This payment does not oblige our client to let the property concerned or any other property to you and it does not commit the Landlord to granting a tenancy or constitute an offer of a tenancy. No interest will be paid on this holding deposit to which you are or maybe entitled. You must complete a Tenant Application pack which must be returned with all ID, Proof of Address and Right to Rent documentation within 5 working days of payment.
  6. Once your application form has been fully completed and submitted along with supporting documents, our dedicated referencing team will begin working on your application. We will need an employer's/accountant's reference/pension statements and current landlord reference where applicable. We may require a copy of your current tenancy, payslips,P60 or a previous landlord reference. It is advisable to contact all referees to prepare them for receiving reference requests via email. Rook Matthews Sayer will not be held liable for any delays caused by your referees. We will carry out a UK credit check on your last three year's addresses. If you have ever had any of the following credit issues, whether active or inactive (we will require evidence of this); CCJs, insolvency, bankruptcy, credit defaults, debt collections, late payments or have lived in the UK for less than three years, you may need a guarantor. Please talk to us to see what your options are.
  7. If you create an unreasonable delay in submitting the fully completed reference application form, then you may forfeit your holding deposit and we will place the property back on the market for letting. We cannot enter into any discussion or correspondence regarding the credit referencing report.
  8. If you have been in employment for less than 6 months, or on a temporary contract, employed via an agency, currently a Student, or you are in receipt of housing benefit then you will require a Guarantor. You may also need a Guarantor if you have been bankrupt or had a credit issue in the past. The Guarantor will firstly need to complete a Guarantor Application form and once all references have been completed they will need to sign a Guarantor agreement before you can move into the property. A draft version of the Guarantor agreement is available to read. Your Guarantor needs to be a UK resident and have permanent right to reside in the UK – proof of this will be required. They will also need to earn a minimum of 3 x the annual rent, be clear of any credit issues, within their employment for at least six months' on a permanent basis, within their self-employment for a full financial year and/or be able to provide proof of their pension income via pension statements. We do not accept affordability references from personal accounts therefore please ensure the email address you have provided for your referee is an official company email address. If you cannot provide us with a Guarantor it may result in your application being declined. However, alternative options may be available so please talk to us to discuss further. You should be aware that the need for a Guarantor may not become apparent until your referencing (including for any joint tenants) has been completed. Please note, it is your responsibility to ensure the Guarantor is aware of their liability. Rook Matthews Sayer will not be liable for any delays in moving in should the Guarantor not sign in a timely manner.
  9. You must be over the age of 18 to be able to rent a property from us.

- 10. Tenancy Agreement (and Guarantor Agreement):** we will negotiate and agree a Tenancy Agreement between both you and the Landlord, once agreed we will provide copies for you to sign. You need to read this carefully to make sure you understand the commitments you are making and that any of your agreed additional requests are included. We always recommend you take independent legal advice. All applicants must sign the Agreement before the tenancy can begin. We can only accept original signatures, or signed through docusign our Electronic Signature system, we do not accept scanned or faxed copies. If you require a guarantor, then we will send you a Guarantor agreement for electronic signature. The tenancy cannot begin until this is returned to us, signed by your Guarantor.
- 11. Paying initial monies:** once all of the above is in place, we will provide you with an initial monies account, which you will need to settle before the start of the tenancy. Payment must be made by debit card or by bank transfer before the tenancy starts, otherwise it can't go ahead. We cannot accept personal cheques or cash. If you are paying by debit card then this should be from your own account and not from another person. If you are making payment from a bank outside of the UK then it will take longer for the monies to clear into our account and you may also be charged a conversion rate. We can not accept responsibility for any charges you may incur from your bank.
- 12. Inventory:** where a landlord has provided an inventory you will be issued with a copy at the start of the tenancy. You will then have 7 days from the tenancy start date to check over the contents of the Inventory and advise us of any changes/amendments that may not have been noted by the property inspector to avoid any disputes at the end of the tenancy.
- 13. Paying your Rent:** in the Tenancy Agreement you agree to pay the rent in advance by standing order (therefore if you are in receipt of housing benefit you must make sure you have something in place for future payments). If we are processing the rent then we will provide you with a standing order mandate showing our bank details and payment reference. Just complete your own bank details, sign it and take it into your bank, alternatively you can set up the standing order online. If the Landlord is collecting rent themselves, then we will provide you with their bank details for all future payments. N.B. we require confirmation that the standing order has been set up before any move in can take place.
- 14. Deposit:** a deposit equivalent of up to five week's rent will be held against non-payment of rent, damages to the property or contents, or breaches of the terms of the Tenancy Agreement. If we are to hold the deposit during the tenancy we will register it with the Deposit Protection scheme 'DPS'. If your Landlord is going to protect the deposit themselves, then we will pay the deposit to them and they will advise you of the details of their chosen scheme.
- 15. Insurance:** the Landlord's insurance policy can only cover his own property and contents, so we strongly recommend that you arrange sufficient insurance cover for your own belongings.
- 16. Utilities and Council Tax:** You acknowledge that we will use your name, address and contact details for the purposes of notifying your council tax, water and energy suppliers at the property and for the purposes of setting up your accounts with them. We will pass these details to OVO Energy Limited also trading as SSE who performs these services on our behalf. Otherwise all information will be treated as confidential.
- 17. UK General Data Protection Regulation (UK GDPR):** We take our responsibilities regarding your personal data very seriously. For further details, please refer to the Privacy Notice, accessible from the home page of our website: [www.rookmatthewssayer.co.uk/privacy](http://www.rookmatthewssayer.co.uk/privacy) and/or our factsheet called "How we use the information you give us". If you require a copy of this factsheet, please ask your local branch.
- 18. Client Money Protection:** Our Client Money Protection scheme is with the Royal Institute of Chartered Surveyors (RICS).

# EXPLANATION OF OUR TENANT FEES

We would like to provide clarity of the fees that may become payable during a tenancy you are looking to enter into. We believe you should understand these before you make any decision about a property or before you decide to view a property.

Acceptance of any offer will be subject to contract, referencing and immigration checks. You will need to pay the Rent and Deposit that is due under a Tenancy Deposit.

**Referencing and Right to Rent Checks** - we are required by law to carry out checks to establish whether you are legally entitled to rent a property within the United Kingdom. If you are a UK citizen, an expired or current passport is acceptable. Should you not have a UK passport, you will need to follow the guidance supplied at the following website:- <https://www.gov.uk/prove-right-to-rent>. If you are unable to provide us with your Right to Rent share code report and/or documents, then we may contact the Home Office direct using their online checking service to determine your Right to Rent, we will require you to provide us with your Home Office reference number for this. You will be asked to complete an application before referencing can be undertaken, you should also provide an original photographic Identification (e.g. passport, driving licence or combination of documents highlighted on the application form) and Proof of Residence (e.g. original utility bill or bank statement all of which must be less than 3 months old) if you have any queries relating to this please speak to the branch you are dealing with.

You should be aware that the need for a guarantor may not become apparent until your referencing (including references for any joint tenants) has been completed. Where a guarantor is required they will need to complete an application form and provide photographic identification and proof of residence.

Referencing will cover a check against the credit file and public records of the individual, an Anti-Money Laundering check, confirmation of employment and salary details, confirmation of previous tenancy details, right to rent checks, reporting the results of all those checks to your prospective landlord to see if your application is acceptable.

**Tenant deposit** - from 1 June 2019 landlords in England are limited to the equivalent of 5 weeks rent for new and renewed tenancies (or 6 weeks if the annual rent is £50,000 or more). This is calculated by dividing the annual rent by 52 and multiplying by 5 (or 6 if rent is £50,000 or more) and will be required to be paid at the start of the tenancy. This is subject to referencing. Tenant Fees Act 2019 permits certain fees / charges to be made under the following circumstances:

| FEE TYPE  | EXPLANATION  |
|---|--|
| Default fee for late payment of rent                      | Chargeable from 14 days arrears calculated on the interest at 3% above Bank of England base rate on the late payment of rent for each day that the payment is outstanding.             |
| Loss of a key or other security device                    | Landlords and letting agents can charge a tenant a fee to cover the cost of replacing the lost key or security device (e.g. fob, electronic device for garage doors / security gates). |
| Payment on variation, assignment or novation of a tenancy | When a tenant has requested it, landlords and letting agents can charge to vary, assign or replace a tenancy. Fee charge £50 (including VAT).  |
| Payment on termination of a tenancy                       | Landlords and letting agents can require a tenant to make a payment for an early termination (surrender) of the tenancy agreement at the tenant's request.                             |
| Company application fee                                   | £100 including VAT   |