

STANDARD TERMS AND INFORMATION FOR TENANTS

These terms and conditions apply to your application to rent a property through Black & White property Services Ltd and constitute a binding legal contract. By entering into a tenancy with the Landlord you also agree to comply with the terms and conditions below. If you are unsure of your obligations under this Agreement, then you are advised to take independent legal advice before proceeding.

HOLDING DEPOSIT – PLEASE NOTE:

1. A holding deposit is payable upon your request to rent a property. Upon receipt of the holding deposit, the parties will enter into an agreement to reserve the Property subject to the Landlord receiving satisfactory replies to referencing checks, Right to Rent checks and other pre-tenancy enquiries. The Landlord will reserve the Property whilst the Applicant completes the referencing process and the terms of the tenancy and any guarantee agreement are negotiated.
2. Where the Landlord and the Applicant enter into a tenancy agreement relating to the Property it is agreed that the holding deposit will be credited to the Applicant's rent account.
3. Subject to Clauses 5 (a) and (b), the holding deposit will be refunded to the Applicant where the Landlord decides not to enter into a tenancy agreement within [14 days]* from receipt of the holding deposit.
4. Subject to Clauses 5 (a), (b), (c) and (d), the holding deposit will be refunded to the Applicant where the Landlord and the Applicant fail to enter into a tenancy agreement relating to the Property within [14 days]* from receipt of the holding deposit.
5. The holding deposit will not be refunded to the Applicant where:
 - (a) The Applicant does not have a right to rent a property in the UK and the Landlord or his Agent did not know, and could not reasonably have been expected to know this, before the holding deposit was accepted;
 - (b) The Applicant provides false or misleading information, and the Landlord or his Agent is reasonably entitled to take into account the Applicant's actions in providing false or misleading information or the difference between the false and correct information in deciding whether to grant a tenancy to the Applicant;
 - (c) The Applicant notifies the landlord or letting agent within [14 days]* from receipt of the holding deposit that the Applicant does not want to enter into a tenancy agreement.
 - (d) The Landlord or his Agent takes all reasonable steps to enter into a tenancy agreement, within [14 days]* from the date of receipt of the holding deposit, but the tenant fails to take all reasonable steps to enter into the agreement before that date.

** The Tenant Fees Act states that a different deadline may be agreed between the parties.*

HOW TO RENT GUIDE

The applicant is advised to read the Government 'How to rent: checklist for renting in England' which is available from the government website www.gov.uk. The guidance aims to help tenants renting property in England understand their rights and responsibilities when renting property and provides a checklist and more detailed information on each stage of the process. The applicant will be given a copy of the 'How to rent: checklist for renting in England' by the landlord or his agent where the tenancy proceeds in England.

SIGNING CONTRACTS

The letting contract or agreement must be signed by all parties and, until this has taken place, no tenancy exists. If any tenant is unable to sign the tenancy agreement on or before the start of the tenancy, then a letter must be obtained from that person giving another tenant authority to sign the documentation on their behalf. For the avoidance of doubt, these tenancy terms are subject to contract and nothing in this document should be seen as granting or promising to grant a tenancy to the Applicant or anyone else.

REFERENCES

All applicants will be expected to provide references which are satisfactory to the landlord before any tenancy can be entered into.

GUARANTORS

A guarantor may be required for any applicant who is unable to provide satisfactory references or is still within a probationary period with their employer. The guarantor is usually a close associate or member of the applicant's family who is of sufficient means to provide a suitable income reference & credit reference, they must be a permanent UK resident aged 18 or over, please ask a member of our team about what is required in order for an income & credit reference to be deemed suitable. This person will be required to sign a legally binding document, which could make him/her liable for the applicant's obligations under the tenancy agreement. This could make the guarantor liable for the rent for the full term of occupancy as well as the full cost of any damage if the tenant breaches the terms of the tenancy.

MOVING IN

It is the applicant's responsibility to arrange services (normally telephone, gas, electricity, television licence, satellite TV, internet and water). You are advised to apply for connection to the respective suppliers at least THREE working days before moving in. Normally Gas, Electric & Water connections will already be in place but under circumstances where they are not, connection applications need to be made directly to the supplier. You are required to inform the landlord or agent of the respective suppliers as soon as possible. You should also contact any communication service providers for connection of your telephone, broadband & Television services if you require them. Your Landlord or Black & White Property Services Ltd cannot accept responsibility for any costs incurred with connection of supplies to the property.

In order to help with the smooth opening of your utility supply accounts, we have a carefully chosen team we partner with, who will provide this service for you free of charge at the start and end of your tenancy. Once your references have been completed, the team will contact you in order to set this process up for you this will include informing Gas, Electric, Council Tax & Water rates suppliers of your personal details and any relevant meter readings if available. At this time they will also offer to assist you in connections for Broadband & TV services, and can provide a quote for Gas & Electricity deals with providers other than the current supplier at the property, please note that should you choose to take any additional/alternative services they offer to you Black & White Property Services Ltd will be due a commission from the provider upon the completion of your account set up. Taking any additional/alternative services is entirely optional, if you do not wish for them to look at additional/alternative suppliers for you please just inform the team when they contact you, and they will simply deal with informing the current suppliers of your move in details. We are very committed to offer the highest levels of customer service, and the above service is for your convenience in order to help your move in go as smoothly and hassle-free as possible.

INVENTORY

You should check carefully the condition of the property and its contents when you move in with respect to the inventory. The inventory is an important record which is used to assess any damage, dilapidation or losses during the tenancy – which may lead to deductions from the deposit being made at the end of the tenancy. If you find anything that is not in good order, then we ask you to report it to us within the first week of moving-in so that the problem can be put right or marked on the inventory. The property is let as seen at the time of viewing; and requests for extra furniture, appliances or redecoration will not normally be considered after the tenancy has been entered into. The property should be in clean condition, free from dust and damage, windows clean etc.

RIGHT TO RENT CHECKS

The Agent or Landlord may be required by law to carry out immigration checks on any occupiers at the Property. In these circumstances all occupiers who are authorised to live at the Property, whether or not they are named on the tenancy agreement, will be required to provide the Landlord with documentation to support their right to rent property in the UK prior to the tenancy being granted. Where an occupier has a time limited right to rent the Landlord or Agent is required by law to carry out follow up checks on the occupier. Where the occupier cannot produce evidence that they have a right to rent property in the UK, the Landlord or Agent must make a report to the Home Office. Where the Landlord or Agent has received notice from the Home Office stating that one or more of the occupier(s) do not have a right to rent the Property the Landlord or Agent may end the tenancy in accordance with the provisions of the Immigration Act 2014 (as amended).

METHOD OF PAYMENT

The balance (one month's rent and deposit) is to be paid by bank transfer upon request from us, the details will be supplied to you at the relevant times. The holding deposit will be credited towards this first payment unless it has otherwise agreed in writing. WE WILL NOT ACCEPT PERSONAL CHEQUES OR CASH except by prior written arrangement in exceptional circumstances.

Where the landlord has instructed Black & White Property Services Ltd as agent to collect the rent each month, a standing order facility will need to be set up by you for the total amount of rental on that property on or before the payment dates specified on your application and in your tenancy agreement. Unless specifically agreed otherwise in writing rent payments should be received in full, from one bank account.

TENANCY DEPOSIT

A tenancy deposit will be held either by TDS Custodial Scheme (if the property is to be managed by ourselves or the Landlord has instructed us to manage the deposit protection for your tenancy) or the Landlord, this deposit is taken as a security against any breach of the tenancy terms by the tenant (such as damage to the property or its contents, loss of rent or other unexpected costs).

Details of the relevant scheme and the dispute resolution provisions will be issued within 30 days of receipt of the deposit. The tenancy deposit is usually equivalent to 5 weeks rent for rents up to £50,000 per annum or 6 weeks rent for rent over £50,000 per annum and is returnable at the expiration of the tenancy, subject to a final inspection and full inventory check. If any necessary cleaning, repairs or replacements are required following the tenancy, then the deposit will be refunded, less any remedial costs, within 10 days of reaching an agreement about the deductions to be made.

It may be possible for you to rent a property with us, without a traditional dilapidations deposit, through our partners FlatFair, this services allows tenants to pay a membership fee (equal to one weeks rent) and in return for this you will be permitted to rent the property without putting down a 5 or 6 week deposit at the start of the tenancy. For further details about our Deposit Alternative service please speak to a member of our team. Please note that this service is only available if both the tenant and the landlord agree to using it, and to be bound by FlatFairs terms and conditions.

FROST DAMAGE

Frost damage is a risk to all houses left empty during the winter period due to possible pipe bursts and flooding. You are required to take reasonable precautions to prevent frost damage if you are away from the property for anything other than a very short period. Such precautions might include leaving the heating on (and turned down to a low setting), and opening the loft access hatch to allow warm air to circulate into the attic space. If you are away for a more extended period, then you should contact Black & White Property Services Ltd or the landlord regarding more permanent arrangements such as turning off the mains water supply or draining down the heating system. Failure to carry out these precautions could make you liable for any damage caused as you will be in breach of your obligation as a tenant to take good care of the property.

INSURANCE

As a tenant, you will be responsible for the safe-keeping of the property and its contents. You may wish to consider obtaining insurance for your own personal effects and for the contents and property belonging to the Landlord which you have agreed to look after. If you would like further information about tenant insurance, please ask a member of our team.

REPAIRS

Tenants are requested to bring any disrepair, damage or defect in the premises to the attention of the agent as soon as possible. In the event of emergency repairs where we are the managing agents, you will be provided with our procedure for reporting emergency repairs. The landlord has a legal responsibility to maintain the fabric and services of the building (water supply, drains, heating and hot water etc.). Tenants should use the drains responsibly and not dispose of any inappropriate items down the toilet or sink which could cause the drains to block such as cooking fat, oil or grease, waste food, nappies, sanitary products, baby/hand wipes and cotton wool etc. The Tenant will be responsible for the cost of unblocking any drains which become blocked due to the tenant's misuse.

MAINTENANCE OF APPLIANCES

Any damage, breakdowns or other maintenance problems should be reported as soon as possible to Black & White Property Services Ltd. As a tenant you are responsible for all appliances left in the property and should take good care of them. This will involve using any appliance in accordance with the manufacturer's instructions or user manual and carrying out any minor maintenance that would be expected (e.g. cleaning or changing filters, cleaning soap drawers, cleaning seals etc.)

The landlord will undertake to cover genuine breakdowns (ie not caused by misuse) and pay the related repair costs on appliances supplied by the Landlord.

LEGIONNAIRE'S DISEASE

The potential risk of exposure to Legionella from most residential hot or cold water systems in the UK is very low, but the law requires that we alert tenants to these risks in any case. For most healthy people, the risk of developing Legionnaire's disease in a typical well-maintained domestic setting is negligible. There is a higher risk of infection with older people and people with lowered immune systems, which can lead to severe pneumonia or other complications. In the domestic environment, risks of Legionella may increase where the property is unoccupied for a short period, or where water is being stored between 20°C and 50°C. In particular, tenants are advised to:

- inform the Landlord or Agent if they believe the hot water temperature is below 50°C or the hot water tank/boiler is defective in any way
- advise the Landlord or Agent if they believe that the cold water temperature is above 20°C
- flush through little used outlets for 2 minutes once every week or two, or on return from a holiday
- clean, disinfect and descale shower heads at least once every six months
- notify the Landlord or Agent if they notice any debris or discolouration in the hot or cold water

SMOKE DETECTORS

You may find that smoke detectors and similar safety devices have been fitted in your property. Where this is the case, please ensure that you check all such devices on moving into the property and familiarise yourself with their operation (most smoke detectors have a test button to check batteries and the unit are operating correctly) and report any problems to us or your Landlord. Government Guidance recommends that the tenant should test alarms regularly to make sure they are in working order and arrange replacement of any batteries that may be required.

ALARMS

Where the property is alarmed using a security code, the tenant must not change the alarm code without obtaining prior written consent from the landlord or Black & White Property Services Ltd. Black & White Property Services Ltd or your Landlord need to hold alarm and similar security information for emergency, maintenance and inspection purposes; if any alteration is made to the code, you are requested to inform Black & White Property Services Ltd or your Landlord as soon as possible.

TELEVISION AERIALS

The tenant is responsible for maintaining in good repair the television aerials, satellite dishes or similar installations for use with any television at the property. You are also reminded that a television licence is required in order to use a television or watch any live television services via any device at the property and the tenant is be responsible for the cost of this license, failure to have a valid television license may result in a prosecution and fine. For any queries about TV licensing please visit <https://www.tvlicensing.co.uk/faqs>

DAMP AND CONDENSATION

Condensation issues can be a problem in houses where there are many occupants and the property is not adequately ventilated. You should ensure that any extractor fans are left connected and are properly used at all times. It is also important to adequately heat all areas of the property and open windows as necessary to encourage an adequate flow of fresh air through the property after bathing or showering in order to allow damp air a chance to escape. The hanging of washing and wet clothes will also create large amounts of damp air and again, it will be important to provide adequate ventilation in such circumstances.

The presence of mould or dark spots or stains, especially in bathrooms and other wet areas, is a common sign of inadequate ventilation, and it is important to prevent further spread at an early stage before severe and irreversible staining takes place. Mould and similar stains should be removed by wiping the affected areas with a fungicide or mild bleach in accordance with the manufacturers instructions, but do test on a small area first. If the problem persists, then you should inform us.

Damp is very different to condensation and is normally caused by a water leak or moisture entering the property from outside, for further information about how to tell the difference between Condensation & other damp issues, and how to prevent condensation issues in your home please read our [Fact Sheet Damp & Condensation – How to tell the difference & what to do about it.](#)

PESTS

Fortunately, with modern building and repair standards, we expect few tenants to be troubled by household pests during their tenancy. An infestation of any kind, be it ants, fungal attack, bedbugs, fleas or wasps makes a property unpleasant to live in and should be eradicated as soon as possible. Regular cleaning and vacuuming will help to prevent any such infestation taking hold, and you are expected to take care of the property in this way and keep a watchful eye for unwelcome visitors as part of your tenancy obligations. During the tenancy, the tenant is responsible for keeping the property free of any pests, and also for any damage that might occur as a result. You should inform the agent if you discover any pest infestation at the property.

GAS APPLIANCES

Gas Safety regulations apply to both landlords and tenants in rented property. In order to comply with the regulations, it is necessary:

- that brown or sooty build-up on any gas appliance, or gas escape should be reported immediately to your letting agent **AND** your gas supplier. The number of the gas emergency service is **0800 111 999**.
- that ventilators installed in the premises for the correct operation of the gas appliance should not be blocked.
- that safety checks be carried out every 12 months on any gas appliance in the property by a Gas Safe Register approved engineer. The tenant is required to allow entry with reasonable notice for this purpose. A copy of the gas safety record will be made available to tenants. A charge may be made for missed appointments.

ELECTRICAL APPLIANCES

For safety reasons, tenants are requested to visually inspect all electrical appliances on a regular basis. In use, cables and flexes can become frayed and casings broken. You should contact Black & White Property Services Ltd as soon as possible should any defect be discovered or repair become necessary. Where electrical appliances are used outdoors (e.g. electrical lawnmowers etc.) they should only be used when connected to an RCD (Residual Current Device) protected mains supply. RCD units are available from most hardware stores and should be checked before use.

The tenant is responsible for keeping all electric lights in good working order and in particular to replace all fuses, bulbs, or fluorescent tubes, as and when necessary. Any replaceable or disposable filters, vacuum bags, or other consumable items in appliances and fittings should be replaced as reasonably required and at the end of the tenancy.

INSPECTIONS AND MAINTENANCE

If Black & White Property Services Ltd is managing the property, then periodic inspections will be carried out. It may also be necessary for Contractors to access the property to maintain and inspect electrical, gas and similar appliances, pipework and flues. You will of course be informed (normally 1 week in advance) prior to these inspections. It is important that any access arrangements made in connection with inspections or appointments are honoured so that inspections can be carried out and contractors can carry out the work on the agreed day.

At the end of the Tenancy, the Tenant will be requested to attend a check-out process which will be arranged by ourselves or the Landlord. The check-out process will comprise a full inspection of the Property and Contents and any items missing, damaged or otherwise in a different state to their condition at the start of the tenancy will be recorded. If the Tenant or a chosen representative cannot attend the check-out without reasonable excuse, then the Tenant may prejudice his opportunity to dispute or explain any deficiencies or defects discovered at checkout or take any immediate remedial action.

TERMINATION OF YOUR TENANCY

The tenancy agreement is a legal and binding contract for the set term that you have previously agreed and signed for. If due to unforeseen circumstances, you need to leave the property before the expiration of the tenancy you remain liable for the full rent until the end of the tenancy. However, if you do wish to end the tenancy early we may be able to let the property to a new tenant with the express agreement of your Landlord but you would be responsible for the reasonable costs incurred by the Landlord or his Agent in respect of the early termination of the tenancy, These costs will be no more than the maximum amount of rent outstanding on the tenancy.

Should it not be possible to re-let the property immediately, you would be responsible for all rental, gas, electric, water and sewerage, council tax, television licence and telephone charges (if any) until the new tenants have taken up occupation of the property or until the original termination date of the agreement, whichever is sooner.

COMPLAINTS

Where you are unsatisfied with any service provided by Black & White Property Services Ltd, you should contact us in the first instance to try to resolve matters using our in-house complaints procedure. We are a member of PRS (Property Redress Scheme) and in the event that matters cannot be resolved using our in-house complaints procedure you can refer the complaint to this scheme for a further decision. Details of the Agent's in-house complaints procedure and the redress scheme are available upon request from the Agent.

DATA PROTECTION

In processing your tenancy application, we shall be required to process and store personal information on your behalf, and liaise with credit referencing agencies and your landlord. We shall make every effort to keep such information safe and secure. Once you have moved into the property, it may occasionally be necessary to share contact information with trusted contractors (for example to arrange access for maintenance work), utility companies and other related parties. We will not divulge or pass on your details to any third party for marketing purposes without prior approval unless this is necessary to comply with a statutory obligation.

Where there are rent arrears or other charges remaining at the end of the tenancy, we reserve the right to pass on your details to a tracing agent or debt collection company to help recover the money owed. Leaving unpaid rent and other bills at the end of your tenancy may affect your credit rating, and your ability to obtain a new tenancy, or other credit facilities.

FOR YOUR PROTECTION

Your money is in safe hands, as we are a member of ARLA Propertymark meaning our landlords' and tenants' money is protected through Client Money Protection (CMP) Scheme Reference Number C0126213.

We are also members of the Property Redress Scheme Membership No: PRS003677

TENANT FEES SCHEDULE

NEW ASSURED SHORTHOLD TENANCIES (ASTs) SIGNED ON OR AFTER 1 JUNE 2019

Holding Deposit

(per tenancy) One week's rent. This is to reserve a property. Please Note: This will be withheld if any relevant person (including any guarantor(s)) withdraw from the tenancy, fail a Right to-Rent check, provide materially significant false or misleading information, or fail to sign their tenancy agreement (and / or Deed of Guarantee) within 15 calendar days (or other Deadline for Agreement as mutually agreed in writing).

Security Deposit

(per tenancy. Rent under £50,000 per year) Five weeks' rent.

This covers damages or defaults on the part of the tenant during the tenancy.

Security Deposit (per tenancy. Rent of £50,000 or over per year) Six weeks' rent.

This covers damages or defaults on the part of the tenant during the tenancy.

Interest at 3% above the Bank of England Base Rate from Rent 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 costs of a 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).

Variation of Contract (Tenant's Request) £50 (inc. VAT) per agreed variation.

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

Change of Sharer (Tenant's Request) £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 and execution of new legal documents.

Early Termination (Tenant's Request)

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.

Please ask a member of staff if you have any questions about our fees.