

TORBAY ACCOMMODATION BUREAU LIMITED STANDARD TERMS FOR TENANTS

VIEWING THE PROPERTY – It is a company policy that no application to rent a property can be considered without the applicant viewing the property in person beforehand and satisfying themselves that the property is suitable for their requirements. All properties are taken on an 'as seen basis' unless any specific changes to be made to the property are agreed in writing prior to a holding deposit being paid and an application to rent the property being made.

CLIENT MONEY PROTECTION – Torbay Accommodation Bureau Limited is a member of ARLA Propertymark and holds a fully insured and independently audited client bank account with CMP insurance provided by Propertymark www.propertymark.co.uk and audited annually by PKF Francis Clark in accordance with the requirements for client money handling procedures.

THE TENANCY APPLICATION

YOUR HOLDING DEPOSIT EXPLAINED

Thank you for applying to rent a property from one of our Landlords. Before your application can be fully considered, you will need to pay to us a holding deposit equivalent to one weeks' rent for the property you are interested in. Outlined below is what happens to that holding deposit and the circumstances in which the deposit will / will not be refunded. It is important that you know your legal rights and accordingly you should feel free to seek independent legal advice before signing this or indeed any other document which we might put before you.

Once we have your holding deposit, current legislation stipulates that the necessary paperwork should be completed within 15 days or such longer period as might be agreed.

In the present case, it has been agreed that the relevant period will be extended to the number of days shown below, from when we receive your holding deposit.

If at any time during that extended period you decide not to proceed with the tenancy, then your holding deposit will be retained by our firm. By the same token, if during that period you unreasonably delay in responding to any reasonable request made by our firm, and if it turns out that you have provided us with false or misleading information as part of your tenancy application or if you fail any of the checks which the Landlord is required to undertake under the Immigration Act 2014, then again your holding deposit will not be returned. It will be retained by this firm and your Landlord.

However, if the Landlord decides not to offer you a tenancy for reasons unconnected with the above then your deposit will be refunded within 7 days. Should you be offered and you accept a tenancy with our Landlord, then your holding deposit will be credited to the first months' rent due under that tenancy.

Where, for whatever reason, your holding deposit is neither refunded nor credited against any rental liability, you will be provided with written reasons for your holding deposit not being repaid within 7 days.

You will not be asked to pay any fees or charges in connection with your application for a tenancy. However, if your application is successful under our standard assured shorthold tenancy agreement, you will be required to pay certain fees for any breach of that tenancy agreement in line with the Tenant Fees Act 2019. In consideration of us processing your tenant application, you agree to pay those fees to us on request.

PERMITTED PAYMENTS WITHIN THE TENANT FEES ACT 2019

Payment of rent in accordance with the tenancy agreement.

Payment of bills in accordance with the tenancy agreement, which could include council tax, utility payments (gas, electricity, water) and communication services (broadband, TV, phone).

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.

Unpaid Rent

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.

REFERENCES/IDENTIFICATION

We will take up references through an independent referencing company based on the details that you have supplied to them on the application forms. It is your responsibility to ensure that all information provided on the application form is correct and should you provide false information, fail to disclose a criminal record or poor credit history or fail to comply or cooperate with the referencing company or ourselves during the process this will result in the termination of your application and the forfeiture of your holding deposit in full. These references may be passed to our client so that they can make a decision on granting a tenancy. Before the tenancy can proceed you need to provide us with a photo ID in the form of a passport or EU driving licence or any documentation that is considered acceptable identification as part of the Home Office Right to Rent check – details of acceptable documentation can be found on the Government website or link below -

https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/573057/6_1193_HO_NH_Right-to-Rent-Guidance.pdf

The referencing company will validate your address through the electoral roll, if you are not found on the electoral roll you will need to provide proof of residence by providing two from any of the following documents - a utility bill, bank statement, telephone or credit card bill dated within 3 months of the application.

The referencing company criteria require you to have an annual income equivalent to 30 times the monthly rental of the property you are applying for. Good credit history is also required; if you have an unsatisfied bankruptcy, county court judgement, IVA or debt management plan this will fail the credit reference. Should you have any doubts as to the status of your credit report you are advised to check your credit rating before applying to rent a property and before submitting an application form. Employers, together with previous

and current landlords will also be contacted as part of the referencing process, you may be asked to provide payslips, bank statements and P60's to validate income, please note that only basic income is factored in to the salary, bonuses and overtime are not included as they cannot be guaranteed. Your employer will be asked as to whether your employment is considered permanent or temporary, temporary contracts may not pass the referencing therefore you are advised to disclose this information to Torbay Accommodation Bureau Limited before committing to any referencing or application for a property. For self employed individuals three years accountant certified accounts of the trading business at the time of application will be required showing annual income equivalent to 30 times the monthly rental for the prior three year period. For other forms of income, such as pensions, DLA, universal credit, the statements of income will be required validating the amounts being paid.

It is your responsibility to disclose any material facts and information that may harm or be relevant to your application prior to paying any fees or submitting any application forms, information provided on the application forms cannot be amended retrospectively once submitted.

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 accordingly so that the funds leave your account and are deposited in to our client account on or before the day on which the rent is due. The full rent must be paid by a single standing order; we are unable to accept multiple standing orders.

DEPOSIT

A deposit equivalent to one month's rent must be paid in cleared funds when you sign the tenancy agreement (for some properties this may be higher, up to a maximum of 5 weeks rental, but this will be shown on the property details or agreed at the time of application before payment of a holding deposit) and is submitted to the custodial scheme of The Deposit Protection Service www.depositprotection.com and held in accordance with their terms and conditions for the duration of the tenancy agreement entered in to. Torbay Accommodation Bureau Limited excludes liability in relation to loss caused by the insolvency of a financial institution which holds deposits in its contracts with landlords and tenants.

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 Torbay Accommodation Bureau Limited liable for any deductions made from the deposit which may fall into dispute.

Payment of a holding deposit can be offset against the payment of either the first month's rental or this indemnity deposit if agreed at the onset of the application process.

CHECK-IN AND CHECK-OUT

Torbay Accommodation Bureau Limited will be instructed by the landlord as to what arrangements are to be made for the inventory and check-in and check-out of the property. We advise you to make yourself available for the check-in and check-out.

MANAGEMENT OF THE PROPERTY

Before the start of the tenancy we will advise you who is responsible for managing the property. This is not always Torbay Accommodation Bureau Limited. Where we are not managing the property we cannot authorise any repairs or maintenance or guarantee the speed at which repairs will be carried out. Where we are managing the property, we may have to obtain the landlord's consent before proceeding with a repair. Where we manage a property and hold keys, we can usually provide access to Torbay Accommodation Bureau Limited's contractors (with your permission). However, where we do not hold keys or the contractor is not willing to collect keys, it is your responsibility to provide access.

INSURANCE

It is your responsibility to purchase your own contents insurance in order to insure your own belongings throughout the tenancy.

UTILITIES

You will be responsible for the payment of telephone, gas, water and electricity accounts at the property during your tenancy, as well as the council tax. 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.

ELECTORAL ROLL

The tenant will be required by law to register for the Electoral Roll if they are moving into a property. In order to register to vote please go to [GovUK: Individual Electoral Registration](#). Under the new system everyone is responsible for registering themselves.

TAXATION

If you pay rent directly to your landlord's bank account and your landlord is resident overseas, you will be responsible for applying the provisions of the HM Revenue and Customs Non-Resident Landlords scheme for taxing UK rental income and should ask us for advice on this. These provisions do not apply where you are paying your rent directly to Torbay Accommodation Bureau Limited.

ANTI-MONEY LAUNDERING REGULATIONS

Torbay Accommodation Bureau Limited is subject to the Money Laundering Regulations 2007. As a result we will need to ask you for suitable identification, and will be unable to proceed with any work on your behalf if we are unable to obtain this from you.

COMPLAINTS PROCEDURE

We are committed to providing a professional service to all our clients and customers. When something goes wrong, we need you to tell us about it. This will help us to improve our standards. If you have a complaint, please put it in writing, including as much detail as possible to –

Torbay Accommodation Bureau Limited
Suite 15 Castle Circus House
136 Union Street
Torquay
Devon
TQ2 5QG

Alternatively you may forward full details of your dissatisfaction by email to enquiries@torbayaccommodation.co.uk

We will then respond in line with the timeframes set out below (if you feel we have not sought to address your complaints within eight weeks, you may be able to refer your complaint to the Property Ombudsman to consider without our final viewpoint on the matter).

What will happen next?

- We will send you a letter acknowledging receipt of your complaint within three working days of receiving it, enclosing a copy of this procedure.
- We will then investigate your complaint. This will normally be dealt with by the office manager who will review your file and speak to the member of staff who dealt with you. A formal written outcome of our investigation will be sent to you within 15 working days of sending the acknowledgement letter.
- If, at this stage, you are still not satisfied, you should contact us again and we will arrange for a separate review to take place by a senior member of staff.
- We will write to you within 15 working days of receiving your request for a review, confirming our final viewpoint on the matter.
- If you are still not satisfied after the last stage of the in-house complaint procedure (or more than 8 weeks has elapsed since the complaint was first made) you can request an independent review from The Property Ombudsman without charge.

The Property Ombudsman
Milford House
43-55 Milford Street
Salisbury
Wiltshire
SP1 2BP
01722 333 306
admin@tpos.co.uk
www.tpos.co.uk

Please note the following:

You will need to submit your complaint to The Property Ombudsman within 12 months of receiving our final viewpoint letter, including any evidence to support your case.

The Property Ombudsman requires that all complaints are addressed through this in-house complaints procedure, before being submitted for an independent review.

AMENDMENTS

Torbay Accommodation Bureau Limited reserves the right to change these terms of business upon providing reasonable notice in writing.