

# INFORMATION FOR PROSPECTIVE TENANTS (AST)

11/19V6

## SUBJECT TO CONTRACT AND SATISFACTORY REFERENCES

The document refers to an Assured Shorthold Tenancies (AST) where the annual rent is less than £100,000.

For Non Housing Act tenancies (NHA) where rent is more than £100,000 per annum or company tenancies please request the Information for Prospective Tenants for Non Housing Act tenancies as different terms and charges apply.

**MAKING AN OFFER:** When you have found a property you would like to rent we will put forward the offer to the Landlord. If you would like to make an offer via our website please click on 'Make Offer' on the individual property page. A member of our team will then contact you. Alternatively contact the branch and we will assist you. Please specify any requests or conditions attached to the offer you are making as these will be included in the tenancy agreement if agreed by the Landlord. Please note that pets are not automatically permitted in a property and must be agreed as part of the offer.

Please follow the link to view a copy of a Carter Jonas standard AST agreement: [CJVIEW.ME/AST](#). In some instances a Landlord may have their own tenancy agreement and will provide a copy on request.

You may be asked to provide information which supports you to carry out a reference check such as:

- Bank statements to assess income
- A Reference from a previous landlord (where applicable)
- Proof of address history
- Details of current employer

Please be aware of the following:

**PERMITTED PAYMENTS:** In accordance with the Tenant Fees Act 2019 the following are permitted payments for AST tenancies:

- Rent
- A capped refundable Holding Deposit
- A capped Tenancy Deposit
- Payments in the event of a default
- Payment in the event of loss of keys
- Payment on a variation, assignment or novation of a tenancy
- Payment on early termination (surrender) of a tenancy
- Payment in respect of Council Tax, utilities (gas or other fuel, electricity, water or sewage, television licence and communication services)
- Green deal charge (if applicable)

**RENT:** Rents are advertised weekly or monthly but are usually payable monthly, quarterly, biannually or annually in advance.

**HOLDING DEPOSIT:** We will take a Holding Deposit of one week's rent to reserve a property whilst reference checks and preparation for a tenancy agreement are undertaken. Please note the Holding Deposit does not fall under the deposit protection schemes of the Housing Act 2004.

A Holding Deposit can be held for up to 15 calendar days; this is known as the Deadline for Agreement. From taking the Holding Deposit, the tenancy agreement must be entered into (signed by both parties and dated) before the Deadline of Agreement. If the start date of the tenancy is after the Deadline of Agreement we will ask you to sign a separate extension agreement to enable us to process the tenancy and show your commitment to the property.

**Retaining the Holding Deposit:** we can retain the holding deposit if:

- the Tenant fails the Right to Rent check regardless of when the deposit was accepted.
- the Tenant provides false or misleading information to the landlord or letting agent, which the landlord is reasonably entitled to consider in deciding whether to grant the tenancy because this materially affects their suitability to rent the property.
- the tenant notifies the landlord or letting agent before the deadline for agreement that they have decided not to enter into a tenancy agreement.
- the tenant fails to take all reasonable steps to enter into a tenancy agreement.

**Repaying the Holding Deposit:** we will repay the holding deposit if:

- the Landlord and Tenant enter into a tenancy agreement (we will ask for your agreement to deduct the equivalent sum from the first payment of rent).
- the Landlord decides before the deadline of agreement not to enter into a tenancy agreement.
- the landlord and tenant fail to enter into a tenancy agreement before the Deadline of Agreement.

Carter Jonas will return the money in full by cheque or bank transfer through our Accounts Department and not by the local office.

**DEPOSIT:** During your Tenancy a security deposit will be held by either Carter Jonas or the Landlord in accordance with the Tenancy Deposit Protection (TDP) scheme.

The deposit is held against unpaid bills, outstanding rent or repairing damage caused during the course of the tenancy.

For ASTs if the total annual rent for the property is less than £50,000 per annum the deposit will be five weeks' rent. If the total annual rent is above £50,000 the deposit will be six weeks' rent.

The deposit, if held by Carter Jonas, will be registered with the Tenancy Deposit Scheme. The Tenancy Deposit Scheme (TDS) is a government backed accredited protection scheme which

aims to resolve deposit disputes quickly and efficiently. A certificate of the deposit registration will be sent to you within 30 days of the deposit monies being paid or the tenancy commencing. The deposit must be paid in cleared funds prior to the commencement of the tenancy. Please note interest is not payable on the deposit monies.

**OFFER AGREED:** Once our client has accepted your offer Carter Jonas will prepare the tenancy paperwork which includes:

**REFERENCES:** Carter Jonas will apply for references on behalf of the Landlord using a credit referencing agency. Typically the referencing company will require you to have an income of 2.5 or 3 times the rent. A bank reference, employment reference and/or accountant/solicitor/personal reference will generally be obtained and forwarded to the Landlord for approval. We may also ask you to provide proof of this information prior to applying for references.

**IDENTIFICATION:** You will need to bring in two forms of ID, one showing a photograph; a passport can be accepted on its own however a driving licence will need to be supported by a separate document eg a birth certificate (please ask the office for further acceptable supporting documents). The second form of ID should be a bank statement or utility bill showing your current address dated within the last 3 months.

**RIGHT TO RENT:** In accordance with the Immigration Act 2014 you will be asked to provide appropriate documents to demonstrate your Right to Rent in England. For further information please refer to the following link [Right-to-Rent-Guidance\\_v9.pdf](#)

**GUARANTOR:** A Landlord may request a Guarantor if he/she is not satisfied with the references supplied. The Guarantor must be UK based and somebody who will guarantee payment of the rent and any other liabilities under the Tenancy. Typically the Guarantor will need an income of at least 3 times the rent to pass. References will be taken on the Guarantor as though they were renting the property. We may ask your Guarantor to provide proof of this information prior to applying for a reference.

**THIRD PARTY PAYMENT OF A DEPOSIT FOR AN AST:** If a third party is paying the deposit monies on your behalf please could you advise us in writing, as in accordance with deposit protection legislation we are required to provide them with documentation in relation to the protection of the deposit.

**TENANCY AGREEMENT:** Carter Jonas will provide our standard tenancy agreement or our Landlords own version including any special clauses. Please note that this is a legal agreement between you and the Landlord and we would recommend that independent legal advice should be taken.

The tenancy agreement may be sent to you for digital signature. You will need to initial the bottom of every page and sign where indicated. The tenancy agreement will then be dated and exchanged on receipt of cleared funds and become legally binding. This means that you will be bound by the terms of the tenancy agreement. Until this time the terms of the tenancy agreement can be subject to change. In the event that there are any variances between the Information for Prospective Tenants document and the Tenancy Agreement, the terms of the tenancy agreement will prevail.

**CHANGES TO A TENANCY AGREEMENT:** Carter Jonas will charge a permitted payment of £50 including VAT for any changes to the tenancy agreement once it has become legally binding.

**EARLY TERMINATION (SURRENDER) TO A TENANCY AGREEMENT:** Where an early termination (surrender) to a tenancy agreement is agreed by the Landlord, Carter Jonas will provide details of the costs payable by the Tenants.

**STATEMENT OF MONIES:** This is an invoice detailing the initial monies due which include the first rental payment and the deposit. We are unable to release keys until all funds have cleared. For your information the Carter Jonas bank details are:

<b>Bank Account:</b>	Carter Jonas LLP Residential Lettings Clients Account No 2
<b>Bank Name:</b>	Barclays Bank
<b>Account Number:</b>	80123196
<b>Sort Code:</b>	20-67-45

**PAYMENT OF RENT:** Payment can be made by the following methods and must be cleared funds prior to the start of the Tenancy;

**Bacs Transfer:** allow 3 days for the funds to show in our account

**Chaps Transfer:** transfer must be made by 12 noon day prior to start date

**Bankers Draft:** equivalent to Cleared Funds

**Building Society Cheque:** equivalent to Cleared Funds

**Debit Card:** please note we only accept payment by debit card

**PAYMENT OF RENT TO OVERSEAS LANDLORDS:** If the Landlord's normal place of abode is not the UK for a period of more than six months in any tax year and you are paying rent direct to the Landlord you may have the liability to deduct basic rate tax from the Rent and forward the money to Her Majesty's Revenue and Customs ("HMRC") on a quarterly basis. Further information can be obtained from the website at [www.hmrc.gov.uk](#) or your local HMRC Enquiry Office.

**LATE PAYMENT OF RENT:** A default fee of 3% over the Bank of England base rate will be charged for late payment of rent where the rent has been outstanding for 14 days or more. The fee is charged from day one as per the tenancy agreement.

**GAS SAFETY CERTIFICATE (GSC):** If applicable, in accordance with the Gas Safety (Installation and Use) Regulations 1998, a Gas Safe registered engineer will check all the gas

appliances, installations, flues and pipe-work and will issue a certificate. The GSC is carried out annually and a copy will be provided to you by your Landlord within 28 days of the certificate being carried out.

**ENERGY PERFORMANCE OF BUILDINGS (CERTIFICATES AND INSPECTIONS) (ENGLAND AND WALES) REGULATIONS 2007:** A prospective Tenant of a residential property must be provided with an Energy Performance Certificate (EPC) free of charge. EPC's must be provided by accredited energy inspectors and last for 10 years.

**INVENTORY MAKE AND CHECK IN:** An inventory check in may be arranged where possible with an independent inventory clerk. An inventory details the contents and the condition of the property and you will receive a copy for your approval and retention. At the end of the tenancy a check out should be undertaken and any disputes about the deposit at the end of the tenancy will be resolved by reference to the inventory.

**KEYS, SECURITY DEVICES OR FOBS:** We will arrange a suitable time for you to either collect the keys including any security devices or fobs, or meet at the property during the inventory check in. Where possible, a minimum of two sets of door keys will be provided to you. We will ask you to sign a key receipt. If you misplace any keys, security devices or fobs during your Tenancy, please contact the landlord or Carter Jonas immediately and you will be charged for the cost of the replacement.

**UTILITIES, COMMUNICATION SERVICES, TV LICENCE AND COUNCIL TAX:** Once you have moved in to your chosen property you will be responsible for contacting the utility and communication service companies and arranging for all accounts to be transferred into your name. Utilities means electricity gas or other fuel, water or sewage. Where Carter Jonas are advised by the Landlord that there is a Green deal in place at the property details will be provided and a relevant clause inserted into the tenancy agreement. By law you are required to have a valid TV Licence if you use or install a television. Please look at [www.tv-lic.co.uk](http://www.tv-lic.co.uk) for further information.

**INSURANCE:** You are responsible for insuring your own personal possessions as these will not be included under your Landlord's insurance policy.

**STAMP DUTY LAND TAX:** Payment of any Stamp Duty Land Tax (SDLT) that might be due on a Tenancy Agreement is solely your responsibility as Tenant. This is a legal obligation and HM Revenue and Customs may impose fines or penalties for failure to comply. The current Threshold is £125,000 per year. More information and guidance can be obtained from <https://www.gov.uk/stamp-duty-land-tax>.

**MANAGEMENT OF THE PROPERTY:** We will provide you with the contact details of the person or agent who will be responsible for the management of the property during your tenancy.

**REFERRALS:** From time to time, we may introduce third parties offering services which may be of interest to you. These referrals may generate a commission or gift which we will accept for our benefit without reference to you, provided your interests are not adversely affected. This introduction is not an endorsement of these third parties.

**DATA PROTECTION:** Carter Jonas is committed to your privacy and will treat all information you provide in accordance with our Privacy Policy which can be found at [www.carterjonas.co.uk/policies](http://www.carterjonas.co.uk/policies). This information will be provided to a reference agency to enable the referencing process to proceed; to the Landlord to approve that the Tenancy may proceed; to approved contractors, utility and media providers and facilitators and the local authority. If the applicant is unsure of this process or wishes information withheld then he or she should contact the relevant office of Carter Jonas without delay. The data will be deleted when our contractual and statutory obligations are fulfilled including the information that Carter Jonas must retain for one year after the Tenancy ends to comply with Right to Rent obligations; or those required to be retained for six years under the Limitations Act 1980. By providing Carter Jonas with an email address you are agreeing that we may provide the tenancy documentation to you in an electronic format. Should you wish to receive a hard copy, please tick here:

I/We confirm that I/we accept and agree to the above information & sign for the whole Tenancy or any extension of it.

**Property address:**

Address line 1: .....

Address line 2: .....

City/Town: .....

County: .....

Rent(£): .....

Holding Deposit (£)\*: .....

\*I agree that the equivalent sum of the above holding deposit can be deducted from the first payment of rent

Yes No

Deposit(£): .....

Proposed Start Date: .....

Proposed Term: .....

Have any of the tenants got CCJs or adverse credit? Yes No

Have any of the tenants been declared bankrupt? Yes No

Do any of the tenants have a criminal record? Yes No

Are any of the tenants receiving Universal Credit? Yes No

**Signed (by proposed Tenant/s)**

**Full Name:** .....

Nationality: Signed: .....

**Full Name:** .....

Nationality: Signed: .....

**Full Name:** .....

Nationality: Signed: .....

**Full Name:** .....

Nationality: Signed: .....



Independent Redress provided by



# INFORMATION FOR PROSPECTIVE TENANTS (NHA)

**BATH: 11/19V6**

## SUBJECT TO CONTRACT AND SATISFACTORY REFERENCES

This document refers to Non Housing Act Tenancies (NHA) where the annual rent is more than £100,000 and company tenancies.

For Assured Shorthold tenancies (AST) where rent is less than £100,000 per annum please request the Information for Prospective Tenants for Assured Shorthold Tenancies as different terms and charges apply.

The asking rent does not include lettings fees. Depending on your circumstances and the property you select, the following fees may apply:

<b>Application for References</b>	£100 inc VAT £66 inc VAT	per company per tenant
<b>Tenant Contribution to the preparation of a Tenancy Agreement</b>	£264 inc VAT	per tenancy
<b>Extension, renewal, rent review and periodic tenancy documentation</b>	£180 inc VAT	per tenancy
<b>Inventory check out (paid at the end of tenancy)</b>	£120 - £250 inc VAT (there may be additional charges for larger properties)	per tenancy

**MAKING AN OFFER:** When you have found a property you would like to rent we will put forward the offer to the Landlord. If you would like to make an offer via our website please click on 'Make Offer' on the individual property page. A member of our team will then contact you. Alternatively contact the branch and we will assist you. Please specify any requests or conditions attached to the offer you are making as these will be included in the tenancy agreement if agreed by the Landlord. Please note that pets are not automatically permitted in a property and must be agreed as part of the offer.

You may be asked to provide information which supports you to carry out a reference check such as:

- Bank statements to assess income
- A Reference from a previous landlord (where applicable)
- Proof of address history
- Details of current employer

Please be aware of the following:

**RENT:** Rents are advertised weekly or monthly but are usually payable monthly, quarterly, biannually or annually in advance.

**HOLDING DEPOSIT:** We will take a Holding Deposit to reserve a property whilst reference checks and preparation for a tenancy agreement are undertaken.

Retaining the Holding Deposit: we will retain the holding deposit if:

- the Occupant fails the Right to Rent check regardless of when the deposit was accepted.
- the Tenant provides false or misleading information to the landlord or letting agent, which the landlord is reasonably entitled to consider in deciding whether to grant the tenancy because this materially affects their suitability to rent the property.
- the tenant notifies the landlord or letting agent that they have decided not to enter into a tenancy agreement.
- the tenant fails to take all reasonable steps to enter into a tenancy agreement.

Repaying the Holding Deposit: we will repay the holding deposit if:

- the Landlord decides not to enter into a tenancy agreement.

Carter Jonas will return the money in full by cheque or bank transfer through our Accounts Department and not by the local office.

**DEPOSIT:** During your Tenancy a security deposit will be held by either Carter Jonas or the Landlord. The deposit will be six weeks' rent and is held against unpaid bills, outstanding rent or repairing damage caused during the course of the tenancy. Please note that in some instances the Landlord may require a higher deposit if you have a pet. The deposit does not have to be registered with a Tenancy Deposit Scheme.

**OFFER AGREED:** Once our client has accepted your offer Carter Jonas will prepare the tenancy paperwork which includes:

**REFERENCES:** Carter Jonas will apply for references on behalf of the Landlord using a credit referencing agency. Typically the referencing company will require you to have an income of 2.5 or 3 times the rent. A bank reference, employment reference and/or accountant/ solicitor/personal reference will generally be obtained and forwarded to the Landlord for approval.

**IDENTIFICATION:** You will need to bring in two forms of ID, one showing a photograph; a passport can be accepted on its own however a driving licence will need to be supported by a separate document eg a birth certificate (please ask the office for further acceptable supporting documents). The second form of ID should be a bank statement or utility bill showing your current address dated within the last 3 months.

**RIGHT TO RENT:** In accordance with the Immigration Act 2014 the occupant will be asked to provide appropriate documents to demonstrate your Right to Rent in England. For further information please refer to the following link [Right-to-Rent-Guidance\\_v9.pdf](#)

**GUARANTOR:** A Landlord may request a Guarantor if he/she is not satisfied with the references supplied. The Guarantor must be UK based and somebody who will guarantee payment of the rent and any other liabilities under the Tenancy. Typically the Guarantor will need an income of at least 3 times the rent to pass. References will be taken on the Guarantor as though they were renting the property. We may ask your Guarantor to provide proof of this information prior to applying for a reference.

**TENANCY AGREEMENT:** Carter Jonas will provide our standard tenancy agreement or our Landlords own version including any special clauses. Please note that this is a legal agreement between you and the Landlord and we would recommend that independent legal advice should be taken. The tenancy agreement may be sent to you for digital signature. You will need to initial the bottom of every page and sign where indicated. The tenancy agreement will be dated and exchanged on receipt of cleared funds and become legally binding. This means that you will be bound by the terms of the tenancy agreement. Until this time the terms of the tenancy agreement can be subject to change. In the event that there are any variances between the Information for Prospective Tenants document and the Tenancy Agreement, the terms of the tenancy agreement will prevail.

**CHANGES TO A TENANCY AGREEMENT:** Carter Jonas will charge a permitted payment of £50 including VAT for any changes to the tenancy agreement once it has become legally binding.

**EARLY TERMINATION (SURRENDER) TO A TENANCY AGREEMENT:** Where an early termination (surrender) to a tenancy agreement is agreed by the Landlord, Carter Jonas will provide details of the costs payable by the Tenants.

**STATEMENT OF MONIES:** This is an invoice detailing the initial monies due which include the first rental payment and the deposit. We are unable to release keys until all funds have cleared. For your information the Carter Jonas bank details are:

**Bank Account:**

Carter Jonas LLP Residential Lettings  
Clients Account No 2

**Bank Name:** Barclays Bank  
**Account Number:** 80123196  
**Sort Code:** 20-67-45

**PAYMENT OF RENT:** Payment can be made by the following methods and must be cleared funds prior to the start of the Tenancy;

**Bacs Transfer:** allow 3 days for the funds to show in our account  
**Chaps Transfer:** transfer must be made by 12 noon day prior to start date  
**Bankers Draft:** equivalent to Cleared Funds  
**Building Society Cheque:** equivalent to Cleared Funds  
**Debit Card:** please note we only accept payment by debit card

**PAYMENT OF RENT TO OVERSEAS LANDLORDS:** If the Landlord's normal place of abode is not the UK for a period of more than six months in any tax year and you are paying rent direct to the Landlord you may have the liability to deduct basic rate tax from the Rent and forward the money to Her Majesty's Revenue and Customs ("HMRC") on a quarterly basis. Further information can be obtained from the website at [www.hmrc.gov.uk](http://www.hmrc.gov.uk) or your local HMRC Enquiry Office.

**LATE PAYMENT OF RENT:** A default fee of 3% over the Bank of England base rate will be charged for late payment of rent where the rent has been outstanding for 14 days or more. The fee is charged from day one as per the tenancy agreement.

**GAS SAFETY CERTIFICATE (GSC):** If applicable, in accordance with the Gas Safety (Installation and Use) Regulations 1998, a Gas Safe registered engineer will check all the gas appliances, installations, flues and pipe-work and will issue a certificate. The GSC is carried out annually and a copy will be provided to you by your Landlord within 28 days of the certificate being carried out.

**ENERGY PERFORMANCE OF BUILDINGS (CERTIFICATES AND INSPECTIONS) (ENGLAND AND WALES) REGULATIONS 2007:** A prospective Tenant of a residential property must be provided with an Energy Performance Certificate (EPC) free of charge. EPC's must be provided by accredited energy inspectors and last for 10 years.

**INVENTORY MAKE AND CHECK IN:** An inventory check in may be arranged where possible with an independent inventory clerk. An inventory details the contents and the condition of the property and you will receive a copy for your approval and retention. At the end of the tenancy a check out should be undertaken and any disputes about the deposit at the end of the tenancy will be resolved by reference to the inventory. It is usual for the Landlord to pay for the inventory check in and for the Tenant to pay for the inventory check out.

**KEYS, SECURITY DEVICES OR FOBS:** We will arrange a suitable time for you to either collect the keys including any security devices or fobs, or meet at the property during the inventory check in. Where possible, a minimum of two sets of door keys will be provided to you. We will ask you to sign a key receipt. If you misplace any keys, security devices or fobs during your Tenancy, please contact the landlord or Carter Jonas immediately and you will be charged for the cost of the replacement and an administration fee of £30 inc VAT.

**UTILITIES, COMMUNICATION SERVICES, TV LICENCE AND COUNCIL TAX:** Once you have moved in to your chosen property you will be responsible for contacting the utility and communication service companies and arranging for all accounts to be transferred into your name. Utilities means electricity gas or other fuel, water or sewage. Where Carter Jonas are advised by the Landlord that there is a Green deal in place at the property details will be provided and a relevant clause inserted into the tenancy agreement. By law you are required to have a valid TV Licence if you use or install a television. Please look at [www.tv-l.co.uk](http://www.tv-l.co.uk) for further information.

**INSURANCE:** You are responsible for insuring your own personal possessions as these will not be included under your Landlord's insurance policy.

**STAMP DUTY LAND TAX:** Payment of any Stamp Duty Land Tax (SDLT) that might be due on a Tenancy Agreement is solely your responsibility as Tenant. This is a legal obligation and HM Revenue and Customs may impose fines or penalties for failure to comply. The current Threshold is £125,000 per year. More information and guidance can be obtained from <https://www.gov.uk/stamp-duty-land-tax>.

**MANAGEMENT OF THE PROPERTY:** We will provide you with the contact details of the person or agent who will be responsible for the management of the property during your tenancy.

**REFERRALS:** From time to time, we may introduce third parties offering services which may be of interest to you. These referrals may generate a commission or gift which we will accept for our benefit without reference to you, provided your interests are not adversely affected. This introduction is not an endorsement of these third parties.

**DATA PROTECTION:** Carter Jonas is committed to your privacy and will treat all information you provide in accordance with our Privacy Policy which can be found at [www.carterjonas.co.uk/policies](http://www.carterjonas.co.uk/policies). This information will be provided to a reference agency to enable the referencing process to proceed; to the Landlord to approve that the Tenancy may proceed; to approved contractors, utility and media providers and facilitators and the local authority. If the applicant is unsure of this process or wishes information withheld then he or she should contact the relevant office of Carter Jonas without delay. The data will be deleted when our contractual and statutory obligations are fulfilled including the information that Carter Jonas must retain for one year after the Tenancy ends to comply with Right to Rent obligations; or those required to be retained for six years under the Limitations Act 1980. By providing Carter Jonas with an email address you are agreeing that we may provide the tenancy documentation to you in an electronic format. Should you wish to receive a hard copy, please tick here:

I/We confirm that I/we accept and agree to the above information & sign for the whole Tenancy or any extension of it.

**Property address:**

Address line 1:

.....

Address line 2:

.....

City/Town:

.....

County:

.....

Rent(£):

.....

Holding Deposit (£)\*:

.....

\*I agree that the equivalent sum of the above holding deposit can be deducted from the first payment of rent

Yes No

Deposit(£):

.....

Proposed Start Date:

.....

Proposed Term:

Have any of the tenants got CCJs or adverse credit? Yes No

.....

Have any of the tenants been declared bankrupt? Yes No

.....

Do any of the tenants have a criminal record? Yes No

.....

Are any of the tenants receiving Universal Credit? Yes No

.....

**Signed** (by proposed Tenant/s)

**Full Name:**

Nationality: Signed:

.....

**Full Name:**

Nationality: Signed:

.....

**Full Name:**

Nationality: Signed:

.....

**Full Name:**

Nationality: Signed:

.....



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