

INFORMATION FOR PROSPECTIVE TENANTS (NHA) – JUNE 2019

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:

1. Application for References £120.00 inc VAT per person
2. Tenant Contribution to the preparation of a Tenancy Agreement £600.00 inc VAT per tenancy
3. Extension, renewal, rent review and periodic tenancy documentation £300.00 inc VAT per tenancy
4. Inventory check out (paid at the end of tenancy) £300.00 - £500.00 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. 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.

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

1. Bank statements to assess income
2. Reference from a previous landlord (where applicable)
3. Proof of address history
4. Details of current employer

Please complete our Tenant Information Sheet and a member of our team will initiate the referencing process.

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 of one week's rent to reserve a property whilst reference checks and preparation for a tenancy agreement are undertaken.

EJ Harris will return the money in full by cheque or bank transfer through our Accounts Department and not by this office.

DEPOSIT: During your Tenancy a security deposit will be held by either EJ Harris or the Landlord. The deposit will be six weeks' rent and is held against unpaid bills, outstanding rent or repairing damage caused during the tenancy. Please note that in some instances the Landlord may require a higher deposit where you may 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 EJ Harris will prepare the tenancy paperwork which includes:

REFERENCES: EJ Harris 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. The cost of the reference check is £100.00 inc VAT for each tenant.

IDENTIFICATION: You will be required to bring in two forms of identification i.e. full valid Passport, Driving Licence, utility bill or bank statement.

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

https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/806216/6.5707_MHCLG_How_to_Rent_v4.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: EJ Harris 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 and become legally binding.

CHANGES TO A TENANCY AGREEMENT: EJ Harris will charge a permitted payment of £250 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, EJ Harris will provide details of the cost's 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 EJ Harris bank details are:

Bank Account: EJ Harris Limited

Bank Name: NatWest

Account Number: 47578890

Sort Code: 60-01-21

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

1. **Bacs Transfer:** allow 3 days for the funds to show in our account
2. **Chaps Transfer:** transfer must be made by 12 noon day prior to start date
3. **Personal Cheque:** Allow 7 days for the funds to show in our account
4. **Bankers Draft:** Equivalent to Cleared Funds Building Society Cheque: equivalent to Cleared Funds

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): 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 pipework 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 EJ Harris immediately and you will be charged for the cost of the replacement.

UTILITIES, COMMUNICATION SERVICES, TV LICENCE AND COUNCIL TAX: Once you have moved into 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 EJ Harris 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 License if you use or install a television. Please look at 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.

DATA PROTECTION: EJ Harris is committed to your privacy and will treat all information you provide in accordance with our Privacy Policy which can be found at <https://www.ejharris.co.uk/privacy.aspx>. 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 EJ Harris without delay. The data will be deleted when our contractual and statutory obligations are fulfilled including the information that EJ Harris 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 EJ Harris 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:

Postcode:

.....

Rent(£):

.....

Holding Deposit (£)*:

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

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 housing benefit or DSS payments? Yes / No

Signed (by proposed Tenant/s)

Full Name:.....

Signed:..... Nationality:.....

Full Name:.....

Signed:..... Nationality:.....

Full Name:.....

Signed:..... Nationality:.....

Signed (By Agent).....

Dated / / 2019