



THOMAS & MAY

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Helping you....

...find your ideal home

TENANT  
INFORMATION  
FORM



# TENANT INFORMATION FORM

Please note this Information Form is an important document which must be read by every ingoing tenant. It is the responsibility of the tenant to ensure they understand the contents of this form and to raise any queries they may have prior to entering into a Tenancy Agreement.

## 1. REFERENCES

We will use the services of a Credit Referencing Agency to apply for references and you will be asked to complete a Credit Referencing Agency application form and pay the appropriate fee (**see Appendix 1 - Fees**), payable in advance to Thomas and May (**see Appendix 2- Payment Methods**). In exceptional circumstances we may apply for three references, one of which must be from your UK bank. If your references do not meet our criteria you may be asked to provide a UK Guarantor. Banks require your written consent before forwarding a reference to us and for a fee to be paid to them. The fee will vary depending on the Bank and your own branch will be able to advise you. In this instance we will write to you requesting the appropriate contact details, in addition to providing you with a 'consent section' which you will have to complete and forward to your bank. This fee is non-refundable.

Under the Data Protection Act, we hereby inform you that the results of any referencing WILL be made available to the Landlord in order for him to make a decision as to whether to let to you. We are unable to show, give or copy the referencing report to you but will, upon request, provide you with the details of the Credit Referencing Agency used, for you to contact them directly should you have reason to do so i.e. if you are declined.

## 2. RENT

The first rental payment is made payable to Thomas and May and must be in the form of cleared funds (**see Appendix 2 - Payment Methods**) before a tenancy can commence. Thereafter rent is payable monthly in advance by standing order. Any rent overdue by 7 days or more will be subject to interest at 4% above the Bank of England base rate and is chargeable from the due date.

## 3. SECURITY DEPOSIT

An amount equivalent to 1 ½ month's rent is required as security against any sum owing by the Tenant to the Landlord for damage and dilapidations. This too is payable to Thomas and May in the form of cleared funds (**see Appendix 2 - Payment Methods**) before a tenancy can commence. At no time can it be used in payment for rent.

Thomas and May Merstham and Epsom branches are members of the Government Accredited Deposit Protection Service (DPS) An independent Alternative Dispute Resolution (ADR) service, run by the Chartered Institute of Arbitrators, will help to resolve any disputes quickly and without the need for court action. At the end of the tenancy, the landlord/agent and the tenant agree repayment of the deposit and inform the scheme administrators. The deposit repayment, divided accordingly will be initiated to each party within 10 days. If there is a dispute, The DPS administrators return any undisputed amount to the relevant party, but hold the disputed portion until the ADR service or the courts decide what is fair.

For further information, please refer to your Tenancy Agreement.

## 4. TENANCY AGREEMENT

The cost of the preparation of the Tenancy Agreement is shared between the Landlord and the Tenant. For the Tenant's contribution to the Tenancy Agreement for please refer to **Appendix 1 - Fees**. Thomas and May is drawing up the Tenancy Agreement on behalf of the Landlord. The Tenancy Agreement must be signed prior to occupation. Further charges will apply in the event that your tenancy is renewed for a further term and/or there is a change of Tenant during the term of the Tenancy, to cover administrative costs – **Appendix 1 - Fees**.

Our recommended Tenancy Agreement, and the most widely used, is the Assured Shorthold Tenancy, which is for a fixed period, usually 6 or 12 months. The period is 'fixed' and the Landlord has to provide 2 months notice to end the Agreement at the end of the 6<sup>th</sup> or 12<sup>th</sup> month – the Tenant only has to provide 1 month's notice i.e. at the end of month 5 or month 11. If either party fails to serve notice at the end of the Tenancy Period, the Agreement becomes Periodic i.e. month to month. However, in a Periodic Tenancy, the Landlord will still be required to serve 2 months

notice, and the Tenant only 1.

## **6. JOINT & SEVERALLY LIABLE**

Where more than one person is the Tenant, they are all jointly and severally liable for payment of the rent.

## **7. STAMPING**

Please note that you will be liable to pay the Stamp Duty Land Tax for tenancies with a rental value of £125,000 or more including any renewal or extension of the initial term. The Stamp Duty Land Tax may not be applicable in the first year of the tenancy but may be well in subsequent years if the combined total value exceeds £125,000. We would advise you to contact your Tax Advisor or the Inland Revenue in respect of this matter. For your information the Inland Revenue's website address is [www.inlandrevenue.gov.uk](http://www.inlandrevenue.gov.uk). Please note that it is an offence if Stamp Duty Land Tax is not paid to the Inland Revenue.

## **8. INVENTORY CHECK-IN**

You will normally be checked in against an Inventory arranged by us or the Landlord. The cost of this will be borne by the Landlord. **Access to and possession of the property will not be granted until the completion and signing of the inventory check.**

## **9. INVENTORY CHECK-OUT**

At the end of the tenancy the inventory will be checked out against the same Inventory.

## **10. COUNCIL TAX**

Rents are quoted exclusive of the Council Tax which is not part of any negotiation. The Council Tax is the responsibility of the Tenant/Occupier and must be paid direct to the local authority.

## **11. SERVICES**

You will be responsible for the water, gas, electricity and telephone in the property. This also applies to any deposits required by these companies. Please note that new tenants risk disconnection unless deposits are received by the respective companies prior to occupation. Please ensure that you contact the appropriate companies in good time prior to the commencement of the tenancy to have the services transferred into your name. The companies will NOT accept our instructions on your behalf.

## **12. TV LICENCE**

If you use or install a television you are required by law to have a valid TV Licence. For more information please call 0844 800 6790 or look at the following website [www.tvlicensing.co.uk/index.jsp](http://www.tvlicensing.co.uk/index.jsp).

## **13. INSURANCE**

During the course of the tenancy the Landlord's contents are insured against forcible entry theft and water/fire damage caused through a system fault or failure. However, YOU will be liable for any damage caused to the Landlord's property, furnishings, fixtures and fittings. Furthermore, your own personal belongings will NOT be insured. We therefore **strongly recommend** that you arrange for your own Contents Insurance. Thomas and May will provide you with **an automatic quotation** when applying for references.

## **14. DAMAGE TO APPLIANCES**

All appliances on the inventory will be maintained at the cost of the Landlord unless otherwise stated in writing in special clauses in the signed assured shorthold tenancy agreement Please note that if a service engineer reports that damage was caused by improper use rather than wear and tear, the cost of repair/replacement will be the responsibility of the Tenant.

## **15. GUESTS STAYING**

Whilst it is expected that Tenants may wish to have occasional guests to stay, please be aware that this could constitute a breach of your Tenancy Agreement. Long term or multiple guests may result in action being taken to terminate the Lease.

## **16. CONDITIONS OF LETTINGS**

Please remember that if the let has been agreed on the basis of smoking and pets being prohibited, that you are under obligation to comply. Failure to do so will constitute a breach of your Tenancy Agreement. If the Landlord has agreed to either/or/both smoking and pets inside the property, the Tenancy Agreement will reflect this and usually place certain obligations on the Tenant in regard to returning the property in the same condition at the end of the Tenancy i.e. professional cleaning and specialist treatment to remove pet hairs and animal related pests, and in the case of smoking possibly the requirement to redecorate. Please refer to the Tenancy Agreement.

I confirm I have read and understood the above terms and conditions and confirm that I wish to proceed with the tenancy I have applied for under these terms. I confirm I have also reviewed the "How to rent - The checklist for renting in England" at [http://www.thomasandmay.com/images/pdfs/How\\_to\\_Rent\\_Jan\\_16.pdf](http://www.thomasandmay.com/images/pdfs/How_to_Rent_Jan_16.pdf). I understand and agree that Thomas and May's Referencing and Administration Fees shown below in Appendix 1 are payable in advance by me and are non-refundable.

Signed \_\_\_\_\_

Name (please print) \_\_\_\_\_

Date: \_\_\_\_\_

### **Tenant details (please print):**

#### **Lead Tenant**

**First Name:** \_\_\_\_\_ **Last Name:** \_\_\_\_\_

**Date of birth:** \_\_\_ / \_\_\_ / \_\_\_ **Email:** \_\_\_\_\_ **Mobile number:** \_\_\_\_\_

**Current Address:** \_\_\_\_\_  
\_\_\_\_\_

**Post Town:** \_\_\_\_\_

**Post Code:** \_\_\_\_\_

#### **Current Landlord**

**Name:** \_\_\_\_\_

**Email:** \_\_\_\_\_ **Mobile number:** \_\_\_\_\_ **Landline:** \_\_\_\_\_

**Address (if known):** \_\_\_\_\_

**Second Tenant**

**First Name:** \_\_\_\_\_ **Last Name:** \_\_\_\_\_

**Date of birth:** \_\_\_/\_\_\_/\_\_\_ **Email:** \_\_\_\_\_ **Mobile number:** \_\_\_\_\_

**Present Address:** \_\_\_\_\_

**Post Town:** \_\_\_\_\_ **Post Code:** \_\_\_\_\_

**Guarantor (If appropriate)**

**First Name:** \_\_\_\_\_ **Last Name:** \_\_\_\_\_

**Date of birth:** \_\_\_/\_\_\_/\_\_\_ **Email:** \_\_\_\_\_ **Mobile number:** \_\_\_\_\_

**Present Address:** \_\_\_\_\_

**Post Town:** \_\_\_\_\_ **Post Code:** \_\_\_\_\_

# **APPENDICES**

## **APPENDIX 1 - FEES**

### **1.1 Referencing and Administration Fees (pre-tenancy)** **The tenants' contribution to preparing the Tenancy Agreement**

Administration Fee charged at

1 Tenant -	£350 + VAT (£420)
2 Tenants -	£400 + VAT (£480)
3 Tenants -	£450 +VAT (£540)
4 Tenants -	£500 +VAT (£600)

These charges are NON-REFUNDABLE.

### **1.2 Renewal Fee**

A charge of £150 + VAT (£180) towards the administrative costs of preparing renewal documentation.

### **1.3 Change of Tenant Fee**

A charge of £100 + VAT (£120) to cover administrative costs.

### **1.4 Checkout Fee**

Studio -	£70 + VAT (£84)
1 Bedroom -	£85 + VAT (£102)
2 Bedroom -	£95 + VAT (£114)
3 Bedroom -	£115 + VAT (£138)
4 Bedroom -	£145 + VAT (£172)

### **1.5 Deposit**

6 weeks rent

### **1.6 Guarantor Fee**

Guarantor Fee (per Guarantor) £100 + VAT (£120)

## **APPENDIX 2 – PAYMENT METHODS**

The following are acceptable methods of payment: -

Cash  
Credit Card<sup>^</sup>  
Debit Card<sup>^</sup>  
Bankers Draft  
Building Society Cheque  
BACS Transfer  
Personal Cheque<sup>\*\*</sup>

– at least 7 working days must be allowed for the cheque to clear prior to occupation

<sup>^</sup> credit or debit card payments will only be executed on a weekday (Monday to Friday), therefore you should allow at least 48 hours between execution of the payment and taking occupation of the property as a minimum. If paying by credit or debit card on a Thursday or Friday, it is unlikely that you will be able to commence your Tenancy on the following Saturday or Sunday

<sup>\*</sup> you will incur a credit card processing fee of 2.5% + VAT payable to our card processing merchant

<sup>\*\*</sup> we will not commence any work that incurs cost, or hold a property for you, until the cheque has cleared. Please allow at least 7 working days

**Tenants should bring the required monies into Thomas and May, requesting a receipt for proof of payment.**

For your information, our Bank Account Details are: -

Metro Bank

Sort Code: 23-05-80  
Account No: 23255391  
Account Name: Thomas and May Client Account

Monies must ALWAYS be deposited into a Metro Bank for easy identification and tracking purposes.

If paying by Credit or Debit Card, please make an appointment with the branch arranging your tenancy and bring the relevant card with you to make payment.