

## APPLICATION PROCEDURE

To apply to one of our properties you must first view it and then provide the following documents :

### Application Form fully completed and signed

**ID for anyone intending to live at the property**, this includes any children as a legal obligation under Money Laundering - Proceeds of Crime Act 2002. This is usually a passport or driving license, birth certificates are also accepted.

**Proof of current address.** You must provide an official document with your name and current address on. The best documents for this are a driving license, a recent utility or Council Tax bill (no older than 3 months) or a current Tenancy Agreement. Please note that if you use your driving license as proof of address you must supply another form of identification.

**Proof of income.** If you are employed, please provide your last 3 months wage slips or bank statements and a letter confirming your employment. If you are self-employed, please provide copies of your business accounts. If you are unemployed, please provide any proof of income for how the rent will be paid. If you have any additional sources of income, please provide proof of that as well.

**Proof of Right to Rent in the UK.** We have a legal obligation to ensure that every adult occupier of rented accommodation has a legal right to reside in the UK (Right to Rent - Section 22 of the Immigration Act 2014) If you are a British citizen, you can prove this with your passport. If you are not British, please supply your share code. It must be for proving your right to rent. If you are unable to prove your right to rent in the UK then the law prohibits us from providing you with accommodation.

Please ensure that you send high quality copies of these documents, your documents will not be accepted if they are not clear. The best format is online copies or scans. You can usually scan documents with your phone.

If you do not have all these documents or are unsure, please contact us before you submit your application. Your application will only be considered once all of these documents have been provided.

**Joint Tenancy** Each person who wishes to be named on the tenancy agreement must provide the above. If you apply for a joint tenancy, please note that each tenant is jointly and severally liable for the rent. Please let us know who you are applying with on your application form.

**Guarantor** In some cases you may be asked to provide a Guarantor they should provide the same as detailed above.

## Starting your tenancy

Once your application has been received it will then be reviewed, this may take up to two weeks. We will contact you if we require any further documents.

If your application is accepted (subject to a credit check and references) you will be required to pay one week's rent as a holding deposit, upon receipt of which the property will be reserved for you. If the tenancy is offered to you then the holding deposit will be offset against your first rent payment at your sign up. By submitting your application, you confirm your agreement to this.

If a tenancy is not offered within 15 days, then the holding deposit is returnable. The Holding Deposit will not be returned should you provide false or misleading information, fail a Right to Rent check, unilaterally withdraw your application or fail to take all reasonable steps to enter into a tenancy agreement within the deadline for agreement of 15 days.

Should you be offered the tenancy, you will be contacted to arrange an appointment to sign up on the date you wish your tenancy to commence.

On your sign up you will be required to come to our office with your original ID where a payment of the first month's rent and deposit of one month's rent, less the holding deposit is required by cash or card. If you pay by BACs you must ensure payment has been received before your sign-up appointment.

You will sign the following documents;

- Tenancy Agreement
- Tenancy Deposit Scheme
- Inventory
- Confirmation you have received the above documents and other documents you will be given regarding your property and tenancy

Once the relevant documents have been signed and the monies have been received, we will issue keys.

Your payments of rent will then be due on the same day of each month of the tenancy commencement date.

## RENTAL TERMS

All rents quoted are exclusive of Council Tax, Water Rates and Utilities. If you are in any doubt as to what is included within the let (i.e. furniture, appliances etc.) you should seek further clarification prior to submitting your application.

The tenancy you are applying for is a fixed term initially of 6 months. After the expiry of the fixed term, the tenancy shall then continue on a month-by-month basis until ended by you giving notice of one month in writing or two months' notice by the landlord in writing

Other Permitted Payments, Default Fees and Damages Payments which may apply to your tenancy as defined by the Tenant Fees Act 2019:

### Late payment of rent

The Agent/ Landlord is entitled to charge interest at 3% above the Bank of England's base rate for each day that a rent payment is outstanding. This charge will be applied once the rent has been outstanding for 14 days or more and will then be backdated to the rent due date. Payment of interest must be made at the same time as the rent is brought up to date.

### Replacement or additional keys or entry/ security devices

The Agent/ Landlord is entitled to be fully reimbursed for all reasonable costs incurred in replacing existing or providing additional keys and security/ entry devices immediately upon production of a receipt/ invoice. The Agent's time in doing so will be charged at £15.00 per hour including vat.

### Changes to a Tenancy

Should the tenant make a reasonable request to alter the tenancy agreement after the commencement date, the Agent is entitled to make a charge of £50.00 including vat. Such examples include a request for pets to be kept in the property, a change of sharer in a joint tenancy, permission to add a new occupier, working from home/ running a business from the property or any other amendment which alters the obligations of the agreement. In cases where a change of sharer is particularly complex, the Agent reserves the right to charge in excess of £50.00 but this will be agreed with the tenant(s) in advance. All such requests remain subject to the Landlord's approval.

### Early Termination Fees

Should the tenant request early termination of their tenancy, and the Landlord agrees to said request, the Landlord/ Agent will be entitled to recover the Landlord's Letting Fee as detailed in the Terms of Business between the Landlord and Agent, from the Tenant. This is currently £354 (£295+vat). The tenant will also be responsible for the rent up until the day a new tenant takes over responsibility or until the date the tenancy or tenant's notice period runs out, whichever is soonest. This procedure is always subject to landlord's consent, contract and references and credit checking.

## DATA PROTECTION POLICY

Handley Gibson are committed to keeping your personal details secure, and we will not give your details out to third party companies except as required to carry out our normal duties and liaise with subcontractors. In accordance with the UK General Data Protection Regulations (GDPR) the data controller is Handley Gibson Ltd of Scott Hall House, Sheepscar Street North, Leeds, LS7 3AF.

Your personal details including telephone numbers, email address etc are all protected by law under the UK GDPR and we will take reasonable precautions to comply with these privacy rules.

You will be required to submit personal and financial details prior to us taking up references. In applying for your tenancy (and signing this document), you agree to us passing on these details to a credit reference agency or to your nominated referees for referencing purposes. As agents, we act for our client landlords, and so this information may also be passed on to the Landlord of your property as required.

During the management of your tenancy, we may be required to pass on your contact details to our subcontractors, utility companies and other related parties for example to arrange access to carry out maintenance on your heating system or to ensure that you are correctly billed for services used.

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 to us. 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.

Handley Gibson is a responsible data collector and will process any personal data in accordance with the required data protection rules. We will not pass on your personal details to any external organisation for marketing purposes without your written permission.