



TENANT GUIDE

Tenancy Application Procedure

When you have found one of our homes you would like to rent, give us a call & we will arrange to show you around the property.

Once you have found your ideal home to rent you & any other person over the age of eighteen who will be residing at the property will be required to fill in a Bella Properties application form & supply the following documents: Photo ID (passport/driving licence) Proof of address (bank statement/utility bill dated within the last 3 months.

A single ***Holding Deposit*** (See below) will also be required to remove the property from the market.

Please note: The property will remain advertised & available for let, until all Bella properties application forms & the holding deposit have been received. If another application & holding deposit is received before yours the property will be let to the other applicant.

On receipt of application/s & holding deposit, we will begin the administrative process of credit referencing and Right to Rent checks for all applicants with a third party referencing company who will contact you via email & or text for information required for the processing of credit referencing, affordability check, residency status, right to rent check & any further requirements needed for your tenancy.

The Holding Deposit

Will be no more than the equivalent amount of one weeks rent.

This will be held until the application is successfully completed & the Tenancy Agreement is signed, at which point the Holding Deposit will be deducted from the first months rent.

You will **LOSE THE HOLDING DEPOSIT** if;

You fail to sign the Tenancy Agreement within 28 days of the date shown on the Bella Properties application form.

You fail the Right to Rent checks.

You provide false or misleading information to the landlord/letting agent, which the landlord/letting agent is reasonably entitled to consider in deciding whether to grant the tenancy because this materially affects their suitability to rent the property.

You notify the landlord or letting agent before the deadline for agreement that You have decided not to enter into a Tenancy Agreement.

You fail to take all reasonable steps to enter into a Tenancy Agreement

Upon a successful application your Tenancy Agreement will be drawn up. The Tenancy Agreement is a **legal document**. It is between the owner of the property (The Landlord) and yourself (The Tenant). You should read the agreement carefully and ensure you understand it fully. If in doubt please seek independent advice. A copy of the agreement can be issued upon request prior to signing. The agreement places legal obligations on you, some of which are explained below. The agreement you sign will be an Assured Shorthold Tenancy that is for a fixed minimum term of six months. You can only leave the property at the end of the period stated in the agreement, after the six months is completed you can end the tenancy by giving one month notice. If the Landlord wishes to end the tenancy you will be given two months notice to leave. The move in date & the signing of the Tenancy Agreement must be within 28 days from the date shown on the Bella Properties application form. Everyone that will be residing at the property over the age of eighteen must be named on the agreement. You cannot move anyone else into the property unless you have informed us in writing, they have successfully completed an application & passed a referencing check, and we have permission for you to do so from the Landlord.

Prior to or on the agreed date you move into the property you will be required to pay in cash or by bank transfer; one month's rent **minus** the holding deposit plus the ***Security Deposit*** (see below). On receipt of these all relevant documentation will be issued i.e. gas safety certificate, inventory etc. & keys will be handed over.

Security Deposit

At the commencement of the tenancy you will be required to pay a security deposit to Bella Properties, which is capped at the equivalent of 4 weeks rent. The deposit will be held by the Deposit Protection Service. The deposit will be registered with the DPS within 30 days of receipt, you will then be issued with certificate to confirm your deposit is protected and held correctly. The tenancy agreement details the process for disputes in the event issues arise at the end of the tenancy. At the end of the tenancy, if an agreement has been reached by all parties, the DPS will return some or all of the deposit to you. If a dispute arises, the DPS will act as detailed in the leaflet issued with your tenancy agreement. The responsibilities of both the tenant and landlord are detailed within the tenancy agreement.

Some properties are available with NO DEPOSIT terms – please ask for further details.

During Your Tenancy

The following fees/charges will be payable to Bella Properties if;

Changes are required by you to the tenancy agreement
Interest on late rent payments at a rate of 3%+VAT
Payment of rent with an early termination of the tenancy

You are liable for any applicable charges for;

Utilities; Gas, electric, water, sewerage & any other utilities
Council tax
Television licence
Installation of & billing/subscription charges for internet, phone or cable/satellite television

Any other charges not included in any of the above covered under relevant legislation

Rent

Your tenancy agreement is a legally binding document which requires you to pay the rent in full by cleared funds on the rent due date. Failure to do this will incur a late payment charge & means that you will be in breach of your tenancy agreement. If you share the property with other tenants you are jointly and severally liable for payment of the full rent on the rent due date. If any rent is outstanding on the rent due date then we may pursue one, some or all tenants/guarantor for the costs incurred and the balance of rent due.

Inventory

Photos are taken & any discrepancies will be noted prior to the check in appointment, this records the condition and contents of the property at the start of the tenancy. A copy of this will be provided to you and we ask you to check this carefully as it is this document that will be used at the end of the tenancy to check the condition of the property on check-out compared to the condition of the property at the commencement of the tenancy, any damage orXXX other than fair wear and tear will be chargeable to you. We will take the inventory as fully accepted unless you report any changes to the inventory within seven days of receipt.

Inspections

As part of our service to your Landlord we are contracted to carry out an inspection of the property every six months. These inspections are to ensure the property is not in need of repair and to ensure you are looking after the property. You will be contacted when an inspection is due to arrange a suitable date & time for you to allow access.

Gas Safety Checks

By law your landlord must comply with the Gas Safety (Installation and Use) Regulations 1994 and subsequent associated legislation. Your landlord must have all gas systems, appliances and flues at your property checked every 12 months by a Gas Safe registered engineer. You will be provided with a copy of the gas safety certificate at the start of the tenancy and annually thereafter. These regulations do not apply to gas appliances owned by tenants for example a gas cooker. For your own safety we recommend that you too have your personal gas appliances checked at least every 12 months.

Ourselves or our approved Gas Safe Registered engineer will contact you prior to your existing certificate expiring to arrange a suitable time to carry out the checks. On completion of the check he will issue a copy of the new certificate to you.

Maintenance

You are responsible for;

The everyday maintenance of the property i.e. replacing light bulbs/batteries, cleaning windows, cutting lawns, maintaining hedges, borders, keeping all guttering and drains clear from leaves and blockages. If there is a garden with your property you must keep it in good seasonal order. You must not make or allow any alterations to the garden/s without prior written permission from the Landlord.

The regular checking of the smoke, fire, heat or carbon monoxide detectors fitted in the property. These will be checked at the start of your tenancy but are your responsibility from this point. If you have a fault please notify us immediately. Please remember these are for your safety, do not remove, tamper or cover any detectors.

The security of the property, if any damage arises from a break-in that is from doors or windows being left open, the cost of any repairs will be payable by you. Please report any break-ins or vandalism to the police who will supply you with a crime reference number which you need to pass onto us.

Keys, if during your tenancy you lose the keys/fobs/security devices, whatever the circumstances, you are responsible for the cost of replacement. If a lock change is required as a result of you losing a key etc you will also be charged the cost of the lock change. If you occupy a flat in a block which has a common entrance door, you may also be charged the cost of replacing the lock and/or all replacement keys. All keys must be returned for the property at the end of the tenancy.

Faults or Repairs

If a fault or problem arises at the property, with either the structure or fixtures & fittings shown on your tenancy agreement, please contact us during office hours either by phone on 01724 337697, email at lettings@bella-properties or if available via our phone App. We will then arrange for one of our approved contractors to contact you & arrange to investigate or repair the problem. In certain circumstances, usually where any work required is substantial, either in terms of cost or magnitude, it may be necessary to obtain a quotation from more than one contractor, or to instruct a surveyor to assess the nature of the problem. Do not instruct a contractor yourself as you will be liable for the cost. If a contractor attends to a problem that you have reported and the fault is due to lack of care or misuse by you or guests, you will be charged for the cost of any repair.

Decoration or Alterations

Your landlord wants you to treat the property as your home. However, the landlord's consent must be obtained prior to any redecoration or alterations you would like to carry out this may also include the hanging of pictures etc on the walls. If you are unsure please check with us first. Failure to comply with this may result in you being charged the cost of returning the property to its original condition at the end of your tenancy.

Pets

Any pet Must be declared on the Tenancy Application, once your tenancy has started you MUST obtain permission for ANY pet prior to you obtaining them. This is done by submitting a written request to us so we may obtain permission from your Landlord.

You are liable for the cost of any damage caused by your pet even if you have received permission for it.

There may be a rent increase applied for each pet, if permission is granted.

Tenant Insurance

Tenants are responsible for insuring their own belongings & for cover for accidental damage to the property contents, fixtures and fittings. We can refer you for a quote, please contact the office for further information.

End Of Your Tenancy

Giving Notice

After the end of the initial 6 months fixed term you are required to give one full months notice to your rent due date, in writing, of your intention to vacate the property. During this time we will market the property & we will require your co-operation with viewings for prospective tenants. You will receive a minimum 2 months notice if the Landlord Gives Notice to you.

Check-Out

On receipt of your notice letter, we will formally acknowledge your intended vacation date. We will arrange to visit the property on this date to carry out the final checkout, verify the condition of the property and read the meters. You will be required to return all sets of keys at the appointment. Following the check out we will compare the check in inventory, then subject to the Landlords instructions, we will then arrange for the return of the deposit or negotiate any deductions. You will need to contact the Deposit Protection Service using the information they sent you when your deposit was registered to apply for the return of the deposit.

The deposit will be returned to you in accordance with the terms of the Deposit Protection Service as detailed within the leaflet you received at the start of your tenancy.

It is your responsibility to inform all utility companies, benefit offices, any internet/phone suppliers etc of the date you are leaving the property.