

# Tenant Offer Form 2019



Thank you for choosing Heather & Lay Lettings. By completing this form you are instructing us, as the Agent, to enter into negotiations with the Landlord of your chosen property.

Property Address \_\_\_\_\_ Post Code \_\_\_\_\_

Rental £ \_\_\_\_\_ pcm Proposed Move-in Date \_\_\_\_\_ Expected Tenancy Term \_\_\_\_\_

## Prospective Tenant Details

1. Applicant's Full Name \_\_\_\_\_ Date of Birth \_\_\_\_\_

Full Address \_\_\_\_\_ Post Code \_\_\_\_\_

Email \_\_\_\_\_ Mobile \_\_\_\_\_

Occupation \_\_\_\_\_ Annual Income £ \_\_\_\_\_

Company Name \_\_\_\_\_ Length of Service \_\_\_\_\_

Is your contract 0 hour? \_\_\_\_\_

Contact \_\_\_\_\_ Telephone \_\_\_\_\_

Company Address \_\_\_\_\_ Post Code \_\_\_\_\_

Current Landlord Name \_\_\_\_\_ Telephone \_\_\_\_\_

Do you have any County Court Judgements/Bankruptcies/IVA's? YES  NO

If yes, please provide details \_\_\_\_\_

2. Applicant's Full Name \_\_\_\_\_ Date of Birth \_\_\_\_\_

Full Address \_\_\_\_\_ Post Code \_\_\_\_\_

Email \_\_\_\_\_ Mobile \_\_\_\_\_

Occupation \_\_\_\_\_ Annual Income £ \_\_\_\_\_

Company Name \_\_\_\_\_ Length of Service \_\_\_\_\_

Is your contract 0 hour? \_\_\_\_\_

Contact \_\_\_\_\_ Telephone \_\_\_\_\_

Company Address \_\_\_\_\_ Post Code \_\_\_\_\_

Current Landlord Name \_\_\_\_\_ Telephone \_\_\_\_\_

Do you have any County Court Judgements/Bankruptcies/IVA's? YES  NO

If yes, please provide details \_\_\_\_\_

## Further Details

Do you have any children under 18 that will be residing at the property? YES  NO

If yes, please provide details \_\_\_\_\_

Do you have any pets? YES  NO  If yes, please provide details \_\_\_\_\_

Do you smoke? YES  NO

Are you related to, living with, or "connected" to a Heather & Lay Employee? YES  NO

If you have answered YES to any of these questions, or if there is any further information you think the Landlord should be aware of, please provide details below

\_\_\_\_\_  
\_\_\_\_\_

**Conditions of offer** – Please specify any requests or conditions attached to the offer you are making. These points will be included in your Tenancy Agreement if they are agreed by the Landlord.

\_\_\_\_\_  
\_\_\_\_\_

## Guarantor (If applicable)

Full Name \_\_\_\_\_

Address \_\_\_\_\_ Post Code \_\_\_\_\_

Mobile \_\_\_\_\_ Home \_\_\_\_\_ Work \_\_\_\_\_

Email \_\_\_\_\_

Relationship to Tenant \_\_\_\_\_

Occupation \_\_\_\_\_ Annual Income £ \_\_\_\_\_

Is your contract 0 hour? \_\_\_\_\_

Company Name \_\_\_\_\_ Contact \_\_\_\_\_ Telephone \_\_\_\_\_

Company Address \_\_\_\_\_ Post Code \_\_\_\_\_

Current Landlord Name \_\_\_\_\_ Telephone \_\_\_\_\_

Do you have any County Court Judgements/Bankruptcies/IVA's? YES  NO

If yes, please provide details \_\_\_\_\_

## Acceptance

If you wish to take a residential tenancy through Heather & Lay lettings, please read the following information carefully and where indicated, sign and date the document in agreement with the Terms and Conditions set out below.

- I / We confirm that the information I / We have provided above is accurate and that I / We have read and understood the Terms and Conditions detailed overleaf.
- I/We confirm that under Section 22 of the Immigration Act 2014, I/We have the right to rent a property in the UK.
- I/We accept, that by signing this document, I am / We are bound by its entire contents
- I / We confirm that suitable contents insurance is in place prior to the start of any tenancy YES  NO
- If NO, I / We would like Heather & Lay to arrange suitable contents insurance for us YES  NO

## Terms and Conditions

### Offer Form

The Tenant Offer form must be completed, signed by you and then returned to us. We will use this information to submit your interest to the Landlord. It is not a referencing application form – formal referencing will be made available to you online and a link will be emailed to you. It is essential that you respond to the link swiftly, as any delay may damage your application and you could forfeit your Holding Deposit. The information you provide must be accurate. The landlord may issue court proceedings if they have been induced into entering into a tenancy agreement with you on the basis of any false information you have provided (be it knowingly, recklessly or negligently false information). Heather & Lay will not be responsible to the landlord for the accuracy of any representations made by the tenant.

### Formal References

Heather & Lay require satisfactory references, and after submitting your offer form and upon confirmation from the Landlord to proceed, you will need to complete the online application form for formal referencing. In addition we are required under the Immigration Act 2014 to keep identity records and will therefore request to see and take a copy of your passport and/or biometric residents permit. For the purposes of referencing we will share information only with Van Mildert who will conduct this process. Heather & Lay have investigated their products and are confident of their suitability for potential tenants. If there is a complication with your references, it may be necessary for someone to act as Guarantor on your behalf and if this is the case they must be in a position to complete satisfactory references, provide proof of identity, be a UK resident and sign a deed of guarantee before being considered as a potential Guarantor. Once references have been approved and all details of the tenancy agreed, the Tenancy Agreement will be produced and issued to you. Please note that during the course of the tenancy, Heather & Lay reserve the right to reapply for references and during your tenancy you are obliged to notify Heather & Lay of any change in your circumstances or status that may affect any transactional decision made by the Landlord.

### Who may occupy the Property?

Anyone who is a legal Tenant as described by the Tenancy Agreement has the right to occupy the Property. Any guest(s) over the age of 18 who are not on the Tenancy Agreement are not permitted to occupy the property and named tenants must enforce this. You may not transfer your tenancy to another person without formal consent of the Landlord. If a Tenant wishes to leave, regardless of whether they are to be replaced you must inform Heather & Lay immediately to update our records and enable us to make the necessary

arrangements. References must be obtained and approved by the Landlord and a new agreement signed before a new Tenant can move into the property.

### Right to rent check

Anyone over the age of 18 seeking to rent a property, whether named on the tenancy agreement or otherwise, must be able to provide evidence that they have the necessary permissions to be in the UK at the point that a tenancy starts. Tenants must be able to demonstrate that they are UK or EU/EEA passport holders or have a permanent or time limited right to remain in the UK. Physical checks of ID must be made in the presence of the prospective tenant, before possession can be granted. If the right to rent cannot be demonstrated the tenancy will not proceed and the holding deposit will be forfeited in its entirety. In the event that a tenant has a time-limited right to remain Heather & Lay have a duty to carry out follow up right to rent checks within 12 months of the start of the tenancy or prior to the expiry of the Visa, whichever is later. If a tenant can no longer demonstrate their ongoing right to rent Heather & Lay are legally obliged to inform the Home Office and they may become subject to enforcement proceedings by the UK Border Agency.

### Moving In

At Heather & Lay we pride ourselves on offering our Tenants a balanced service. We would require 14 days from the point of receiving the Holding Deposit to prepare paperwork, references, inventories etc, on behalf of the Landlord. If you require a move in date earlier than 14 days, a voluntary express move in can be arranged as below.

<b>Holding Deposit (based on rent pcm)</b>	<b>(inclusive of VAT)</b>
£450-£649	£ 100
£650-£899	£ 150
£900-£1249	£ 200
£1250-£1999	£ 275
£2000+	£ 350

  

<b>Fees prior to Moving In</b>	<b>(inclusive of VAT)</b>
Express Move-In (voluntary)	£ 100.00

  

<b>Fees after Moving In</b>	<b>(inclusive of VAT)</b>
Amendments & Re-issue of Tenancy Agreement*	£ 50.00
Replacement Keys	Cost of key + £5 administration cost
Early Surrender	£ 200.00

\*Please Note: Any change of occupier is also subject to the administration cost above

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Late Payment	3% above the Bank of England's interest rate for rent arrears
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### **When do I pay the Holding Deposit?**

After the terms of the tenancy have been provisionally agreed with your Landlord you will be asked to pay the Holding Deposit, after which a link to complete formal reference applications will be emailed to you.

Please note that the payment of this deposit does not constitute an acceptance of you as the Tenant and should you fail the referencing due to inaccurate information provided or if you withdraw from the tenancy after referencing has begun, the deposit is forfeited in full. Should the Landlord withdraw from the tenancy, the deposit is refunded in full.

The Holding Deposit will be withheld if:

1. You withdraw from the tenancy before the contracts are signed
2. If you fail the government Right to Rent check
3. If you provide false or misleading information
4. If you delay the process of the let by nonresponse or the likes, for longer than 15 days

### **Rent and Deposit**

If your tenancy start date is between the 1<sup>st</sup> and the 15<sup>th</sup> of a month, you will need to pay an apportioned rent until the end of that month. If your start date is between the 15<sup>th</sup> and the 31<sup>st</sup> of a month, you would pay an apportioned rent until the end of that month plus the next month's rent in full. Your Standing Order will begin the month after the period that the initial rent monies cover and your Standing Order must be set up for payment to be received by the 1<sup>st</sup> day of every month.

**The outstanding completion funds must be paid no later than 5 days prior to the tenancy start date via BACS transfer unless otherwise agreed. Rent is paid monthly in advance by standing order and is to be received on the 1st of every month from ONE bank account.**

Banks can take several days to process standing orders and therefore it should be dated at least four days in advance of the rent due date to ensure funds clear in time and you do not fall into arrears with your Landlord. The rent due date on the tenancy cannot be changed at a later stage, therefore, please ensure your finances are arranged accordingly before agreeing a start date. If any rent paid in advance equates to £10,000 or more, Heather & Lay will require a receipt from the issuing bank or building society.

A dilapidations deposit equivalent to five weeks rent is required. This will be processed either by Heather & Lay as stakeholders or by the Landlord and will be returned as soon as possible after the end of tenancy checkout. The deposit will support costs of any dilapidations, damages, cleaning, missing items, rent arrears or any other costs or losses incurred due to any breach of the terms of the Tenancy Agreement.

We provide a fair service and equitable Tenancy Agreement to both Landlord and Tenant. All our Assured Shorthold Tenancy Agreements, where we will hold the deposit during the term of the tenancy, are registered with the Tenancy Deposit Scheme (TDS).

### **Let as Seen**

The décor and cosmetic presentation is let as seen. However, this does not extend to electrical appliances or furnishings – it is strongly advised that you seek confirmation regarding such items before your tenancy begins as items cannot be provided afterwards.

### **Guarantor's Referencing**

Depending on the outcome of your referencing you may require a Guarantor. This is not uncommon, and means someone will support your application by being additionally referenced to ensure they can cover the overall rent commitments in the event that you cannot.

### **Post Agreement Addendum**

Should you alter your application after contracts have been formally issued, and it is appropriate to do so, Heather & Lay can produce an Addendum to the Tenancy Agreement strictly with the Landlord's consent. (fees may apply)

### **Written Reference**

If you wish to leave the property you are renting and apply through a different agent, they may want us to provide you with a written reference or complete specific forms for the benefit of their referencing process.

### **Utilities**

Utility companies and the local authority will be advised by Heather & Lay of your occupation of the Property. You are responsible to advise suppliers of the meter readings at the beginning and end of your tenancy. Please note that unless you inform us to the contrary, we will provide the utility companies with your forwarding address for the purpose of final billing at the end of your tenancy.

### **Telephone**

You must apply directly to a communications provider if you wish to have the telephone connected, as these companies have their own procedures for credit referencing. Please note that you may have to pay a line connection charge to your chosen company.

### **Council Tax**

Tenants are responsible for the payment of Council Tax. If you are a student you will need to contact the Council to provide your student enrolment certificate to prove that you are not required to pay Council Tax.

### **Television License**

Tenants are responsible for complying with T.V licensing laws.

### **Insurance**

You are responsible for obtaining insurance for your own belongings and tenant's liability insurance for the Landlord's fixtures and fittings prior to the start of any tenancy. If you do not have suitable insurance cover, Heather & Lay can arrange this for you.

### **Parking Permits**

Depending on the location of your rented property you are reminded to observe any parking restrictions relevant to the road or development.

### **Repairs and Maintenance**

If there is the need for a repair or maintenance at the Property then you must notify Heather & Lay as soon as possible. If the Landlord is managing their own property then Heather & Lay cannot authorise any works on his/her behalf. Please note that even when Heather & Lay are the managing agents of the Property, we cannot always authorise works to commence immediately, in some instances it may be essential to obtain estimates prior to the Landlord giving permission to proceed.

If you cannot be available when a contractor requires access, and only if Heather & Lay are managing the Property, will we provide contractors with keys to the Property, subject to your permission. However, in instances where contractors are not able to collect keys due to their own work policies, it is your responsibility to provide access. Please note that the independent contractors that Heather & Lay instruct are known to be suitable and trustworthy, however Heather & Lay are not liable for any loss or damage whilst repairs are being carried out.

I hereby confirm that I / We have read and understood the above terms and conditions



1. Tenant Name \_\_\_\_\_

2. Tenant Name \_\_\_\_\_

Signed \_\_\_\_\_

Signed \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

**N.B** Submitting your offer form does not constitute a contract between you, the Landlord, the Property or Heather & Lay. Therefore we recommend that you do not employ any services or serve any relevant notices until you have received formal confirmation from Heather & Lay.

If you would like a copy of these Terms and Conditions for your records, please request this from a member of staff. Heather & Lay are members of the Property Redress Scheme and NALS Client Money Protection Scheme.



## Holding Deposit Form

Thank you for choosing Heather & Lay Lettings. By completing this form you confirm your intention to rent the following property through us, subject to satisfactory references and contract.

Property Address \_\_\_\_\_ Post Code \_\_\_\_\_

**Heather & Lay hereby acknowledge receipt of the Holding Deposit from you for the above property.**

This payment is a Holding Deposit only and signifies your intention to rent the above property. The deposit will be held by us whilst your references are processed and The Holding Deposit does not oblige the Landlord, our client, to granting the tenancy or constitute an offer of tenancy on the above property.

### Our terms regarding the Holding Deposit are as follows:

- After paying the Property Holding Deposit, you must complete the online referencing application forms within 48 hours. If, for whatever reason you think there may be a delay in returning the forms within 48 hours, please contact us immediately. It is in your interest to inform us in advance if you think you may require a Guarantor.
- If the prospective let proceeds satisfactorily, then the full Property Holding Deposit will form part of the total monies requested prior to the start of the tenancy
- If you or any of the prospective tenants do not complete the referencing forms within 15 days, we will assume that you are no longer interested in the above property, you will forfeit the Property Holding Deposit and the property will be re-marketed.
- If references have been applied for but prove unsatisfactory based on false information provided and we cannot proceed with the tenancy, then the full Property Holding Deposit will be forfeited. It is advisable to inform us of any reason/s why your references would not be acceptable, and/or if you have any County Court Judgments against you.
- If the Landlord withdraws from the process at any point, not related to adverse information regarding the prospective tenant, then the Property Holding Deposit shall be returned in full.
- If you or any prospective tenant or occupant of the property over the age of 18, whether named on the tenancy agreement or not, is unable to demonstrate that they have the right to rent a property in the UK under Section 22 of the Immigration Act 2014, the full Property Holding/Reference Fees will be forfeited.
- I hereby confirm my acceptance of the above terms & conditions

Applicant's Name \_\_\_\_\_

Applicant's Signature \_\_\_\_\_

Date \_\_\_\_\_