

## Application

A credit reference application form must be completed for each person who is to appear on the Tenancy Agreement. The results of the credit search will be shared with the Landlord of the property you are applying for.

If your application is rejected, we will not be able to discuss the reasons but you will be able to see the data held by the credit reference company.

If you know you have adverse credit history, for example a County Court Judgement or a Bankruptcy order, then you may still be able to proceed if you declare this. If you do not declare this in the first instance, then your application will be rejected.

## Refunds

If the Landlord withdraws the property before the Tenancy Agreement is signed then we will refund all of the money you have paid to us. If your application is rejected then none of the money you have paid us will be refunded. If you withdraw your application or fail to take action to progress your application within seven days of a request by us then none of the money you have paid us will be refunded.

## Proof of Residency and Identify

To comply with money laundering regulations, Carnabys require proof of your residency and identity. Acceptable forms of proof are:

### For Residency

- A recent (within the last three months) council tax / utility / mobile phone bill
- or
- A current Tenancy Agreement

### For Identity

A photo style driving licence or passport. If your nationality is not within the European Economic Union you will have to provide evidence of official permission to reside in the UK for the term of the Tenancy.

## Income

To be considered as a prospective Tenant you will require an income of 2.5 times the annual rent. For example:

If the rent due on the property is £500 per month this equals £6,000 per year, therefore, you will require an income of  $2.5 \times £6,000 = £15,000$  per year.

If your income is less than this then you will need a guarantor.

## Guarantor

A Guarantor is an individual who promises to honour the terms of the Tenancy if you do not. A suitable person to be Guarantor must:

- Be a UK or Isle of Man resident.
- Have a good credit history with no County Court Judgements or Bankruptcy.
- Complete a Guarantor application form and pay a Guarantor fee.
- Have an income of 3 times the yearly rent.
- Sign the Tenancy Agreement and Deed Of Guarantor PRIOR to you signing it.

## Monies Due

Carnabys will not release keys under any circumstances until the first month's rent, the Security Deposit and our fees have been paid in cleared funds. Cleared funds are cash, bankers draft or building society draft. If you wish to pay by personal cheque, then we must be able to present it to our bank at least five working days in advance and have confirmation that the funds have cleared.

## Security Deposit

A Security Deposit will be taken at the start of the Tenancy to be held in the Deposit Protection Scheme and will be refunded at the end of the Tenancy providing that:

- All of the terms of Tenancy have been met.
- The property has been returned in the same condition as it was let excluding fair wear and tear.
- There are no utility bills or fees outstanding.

No interest will be paid on the Security Deposit.

## Rent

Your first month's rent is due when you sign the Tenancy Agreement.

Further rent is payable by bank Standing Order three days in advance of the rent due date. Rental payments made in cash will attract a handling fee.

## Tenancy Agreement

Tenancy Agreements are drawn up on a “subject of contract” basis, this means that if the Landlord withdraws before the Tenancy Agreement is signed then you cannot claim against the Landlord or Carnabys for your costs or out of pocket expenses.

If there is more than one person as the Tenant then each person will be “jointly and severably liable”. This means that each tenant is responsible for ALL of the rent being paid and ALL damage being made good and ANY breach of the other Tenancy terms.



Unless otherwise agreed the Tenancy Agreement restrictions are:

- No animals
- No smoking
- No children
- No occupiers who are not Tenants

## Tenancy Renewal

A Landlord’s mortgage lender will normally require that a fixed term Tenancy Agreement is in place at all times. Consequently, we only extend tenancies by renewing them for further fixed terms of normally six months.

Provided that you keep to the terms of the Tenancy you will not be asked to leave until the end of the fixed term.

## Services and Utilities

It is your responsibility to ensure that all services and utilities are transferred into your name. You are also responsible for paying all of the bills whilst your Tenancy is in force. These include:

- Gas and electricity
- Council Tax
- Water and sewerage charges
- Fuel oil or bottled gas (if applicable)
- Telephone / broadband - call 150
- Television licence – call 0870 241 6468

You must inform us if you change utility suppliers. This is because we are responsible for controlling meter readings when tenancies commence and conclude as part of our service to the Landlord.

## **Inventory**

It is your responsibility to check the Inventory at the commencement of your Tenancy. If you do not bring possible alleged discrepancies to our attention in writing within seven days then the Inventory as supplied will be used as evidence in any dispute.

At the end of your Tenancy the property will be checked against the Inventory and a note made of all changes in its condition.

When there is a change in condition resulting from your misuse, neglect, accidental damage or an item is missing, then the cost of making good or a comparable cash value will be deducted from your Security Deposit.

You may be able to recoup deductions made (less any excess) by claiming on your contents insurance policy.

## **Insurance**

We suggest that you consider arranging suitable cover, prior to commencement of the Tenancy.

## **Legal Representations**

Carnabys offer the property based on representations made by the Landlord that they:

- Have legal title to the property  
  
Have permission to let from the freeholder, head leaseholder and mortgage lender (as applicable)
- Have informed the building insurer of the letting
- Will arrange a gas safety inspection
- Will take steps to ensure that the electrical installation and appliances are safe to use and that furnishings will comply with fire safety regulations.

Please ask to see a copy of the Inventory if you wish to verify the condition of the property or contents prior to the Tenancy Agreement being signed.

Anything said by Carnabys staff or the Landlord with regards to the property or the terms of the Tenancy must be confirmed in writing if you wish to reply upon it.

Special conditions relating to your Tenancy must be negotiated and agreed in writing prior to the Tenancy Agreement being signed, otherwise the property will be regarded as “let as seen” on the terms set out in this document.