Tenancy Application



Please complete this form fully and in BLOCK CAPITALS and return to Susie Smith Lettings, Tower House, York, YO10 4UA, alternatively you can scan and email it to us to info@susiesmithlettings.com

Property you are applying for							
Address:							
Rent per month:	Deposit:		Tenancy Length:			Move in date:	
	·		•				
Personal Details						1st Applicant	
Title: Mr/Mrs/Miss/Other	Forename(s):				Surname:		
Current Address:							
Phone:	Email:					Date of birth:	
Nationality:		Employment St	Employment Status: Full time/Part time/Self Employed/Unemployed/Retired				
Employer Name:	nployer Name: Employer Address:						
Annual Income (before tax):							
Residential Status: Tenant / Homeov	vner / Living with Frier	nds or Family		Current Re	ent:	Any rent arrears? Yes / No	
Do you have any CCJ's, Bankruptcy o	r any other adverse Ci	redit history? Ye	s / No	(if yes pleas	e provide details	overleaf)	
Next of kin (this should not be y	our partner if they	are a joint appli	icant)				
Name:		Rel	ationship	to you:			
Address:					T	el:	
Susie Smith Lettings will use the ema			relating	to the tena	ncy both prior to	and during tenancy. If you DO	
NOT wish to receive documents via	email please tick this b	оох 🗌					
Personal Details						2nd Applicant	
Title: Mr/Mrs/Miss/Other	Forename(s):		Surname:				
Current Address:							
Phone:	Email:					Date of birth:	
Nationality:		Employment St	atus: Fu	ll time/Part	time/Self Employ	/ed/Unemployed/Retired	
Employer Name:		Employer Addr	ess:				
Annual Income (before tax):							
Residential Status: Tenant / Homeov	vner / Living with Frier	nds or Family		Current Re	ent:	Any rent arrears? Yes / No	
Do you have any CCJ's, Bankruptcy o	r any other adverse Ci	redit history? Ye	s / No	(if yes pleas	e provide details	overleaf)	
Next of kin (this should not be y	our partner if they	are a joint appli	icant)				
Name:		Rel	ationship	to you:			
Address:					T	el:	
Susie Smith Lettings will use the ema			relating	to the tena	ncy both prior to	and during tenancy. If you DO	
NOT wish to receive documents via							

Tenancy Information					
Will the deposit be paid by anyone other than th	e Tenant? Yes / No	(if yes please give details below)			
Full Name:	Address				
Contact number:	Email:				
Do any applicants/occupants smoke? Yes / N	o Do you have pets? Yes / No	(please provide details below)			
Primary Applicant:	,	(main point of contact for tenancy matters)			
Name of any children under the age of 18 to resi	de in the property:				
1)	Date of Birth:				
2)	Date of Birth:				
3)	Date of Birth:				
Additional Information					
Please use this space to provide any further infor	mation relevant to your application				

Tenant's terms and conditions

- 1. All prospective tenancy applications are received subject to contract and the following conditions:
 - Completion and return of the application form.
 - Proof of id (as part of the Right to rent legislation and money laundering regulations).
 - Receipt of satisfactory credit search report (conducted by an independent credit agency) if applicable.
 - Satisfactory references are received.
 - Landlord approval

Right to Rent: We are required by Law to carry out checks on all prospective Tenants to ensure that they have the right to reside in the UK. Accordingly we will ask to see an original Passport and a valid visa where applicable for each applicant, in person, by the document holder themselves. Copies of such will be taken and held confidentially by Susie Smith Lettings. If a passport cannot be provided we will ask for alternative documents. We cannot process any application without the relevant documentation.

We will also require proof of address (a recent utility/council tax bill) for each applicant.

- 2. Any prospective applicant with adverse credit history must advise Susie Smith Lettings.
- 3. In certain circumstances it may be necessary for an applicant to provide a guarantor. The Guarantor is required to undergo the same referencing process as a prospective tenant and will be required to sign a deed of guarantee as part of the tenancy agreement.
- 4. Rentals are payable in advance. The first instalment must be paid on/after the signing of the tenancy agreement. In addition a security deposit of 5 weeks rent must be paid. An invoice will be sent to you well in advance of your tenancy commencement date showing the exact figure you will need to pay in cleared funds. Payment can be made by bank transfer or debit/credit card. Please note that without cleared funds keys will not be released.
- 5. The Landlord undertakes to insure the Property and contents as shown on the inventory. This will not cover accidental damage caused by a Tenant or cover the Tenants' possessions and liabilities. Therefore we strongly advise that all Tenant(s) should take out their own insurance.
- 6. Susie Smith Lettings may (on behalf of the Landlord) be required to carry out property visits and Tenants will be obliged to agree to such visits by mutually agreed prior appointment.
- 7. With the exception of a 'Company Let' all intended occupants over the age of 18 years will be required to sign the Tenancy Agreement and relevant 'Notice(s)' prior to tenancy commencement. All prospective applicants are advised to carefully read proposed tenancy documentation prior to tenancy agreement signature. Standard documentation is available at our office during normal working hours.
- 8. The tenant(s) is liable to pay all charges relating to gas, electricity, water, council tax and telephone (unless otherwise stated). Please be advised that telecommunication services will not accept third party instruction and as such all tenants will need to advise telecoms companies direct unless advised to the contrary.
- 9. Domestic pets can only be allowed into the property with the Landlords written authorisation. Tenants will also be liable for any damage/required cleaning caused by the pets habitation of the property.

Additional Charges (if applicable)

Holding Deposit:

We will ask for a holding deposit equivalent to 1 weeks rent to be paid in order to reserve the property. This amount will be then used against the first months rent due upon move in.

Please be advised that if your application is not successful due to providing false or misleading information, you fail a Right to Rent check or fail to take all reasonable steps to enter in to the tenancy in a reasonable, agreed timeframe, the holding deposit will not be returned to you.

Early Release:

Should the tenant wish to bring the tenancy to an end early, they shall be liable for the landlord's costs in re-letting the property as well as all rent due under the tenancy until the start date of the replacement tenancy. These costs will be no more than the maximum amount of rent outstanding on the tenancy.

Unpaid Rent

Interest at 3% above the Bank of England Base Rate from Rent Due Date until paid in order to pursue non-payment of rent. Please Note: This will not be levied until the rent is more than 14 days in arrears.

Lost key(s) or any other security device(s)

Tenants are liable to the actual cost of replacing any lost key(s) or other security device(s). If the loss results in locks needing to be changed, the actual costs of a locksmith, new lock and replacement keys for the tenant, landlord any other persons requiring keys will be charged to the tenant. If extra costs are incurred there will be a charge of £15 per hour (inc. VAT) for the time taken replacing lost key(s) or other security device(s).

Variation of contract (tenants request)

£50 (inc. VAT) per agreed variation. To cover the costs associated with taking landlord's instructions as well as the preparation and execution of new legal documents.

Change of sharer (tenants request)

£50 (inc. VAT) per replacement tenant or any reasonable costs incurred if higher.

To cover the costs associated with taking landlord's instructions, new tenant referencing and Right-to-Rent checks, deposit registration as well as the preparation and execution of new legal documents.

Properties must be inspected by the applicant before Tenancy and, upon signing the Agreement, are taken and accepted 'as seen' by the tenant.

Complaints procedure

We are committed to providing a professional service to all our clients and customers. When something goes wrong, we need you to tell us about it. This will help us to improve our standards.

If you have a complaint, please put it in writing, including as much detail as possible. We will then respond in line with the timeframes set out below (if you feel we have not sought to address your complaints within eight weeks, you may be able to refer your complaint to the Property Ombudsman to consider without our final viewpoint on the matter).

What will happen next?

- We will send you a letter acknowledging receipt of you complaint within three working days of receiving it, enclosing
 a copy of this procedure.
- We will then investigate your complaint. This will normally be dealt with by the office manager who will review your
 file and speak to the member of staff who dealt with you. A formal written outcome of our investigation will be sent
 to you within 15 working days of sending the acknowledgement letter.
- If, at this stage, you are still not satisfied, you should contact us again and we will arrange for a separate review to take place by a senior member of staff.
- We will write to you within 15 working days of receiving your request for a review, confirming our final viewpoint
 on the matter.

If you remain dissatisfied, you can then contact The Property Ombudsman to request an independent review:

The Property Ombudsman Ltd Milford House 43-45 Milford Street Salisbury Wiltshire SP1 2BP

01722 333 306

www.tpos.co.uk

Please note the following. You will need to submit your complaint to The Property Ombudsman within 12 months of receiving our final viewpoint letter, including any evidence to support your case.

The Property Ombudsman requires that all complaints are addressed through this in-house complaints procedure, before being submitted for an independent review.

General Data Protection Regulations (GDPR)

1. By entering into a tenancy agreement with our landlord you will provide to us various pieces of personal information, which we will need to provide you with the high-quality service you require, to ultimately ensure your residency runs smoothly.

The information required by us will vary depending on circumstances. It will include the information within this agreement, but it may not be limited to this information -

- Names and addresses
- Contact telephone numbers
- Email addresses
- Personal identification information and documentation
- Bank details
- 2. In all cases we will hold your personal information securely, either in hard copy on our property files or digitally within our software.
- 3. We will provide it to others only where it is required and as outlined below, or in accordance with your stipulated wishes.
- 4. Your information will not be passed to a third party not listed below without obtaining your consent.
- 5. Specifically, we will hold and use your information in the following manner;

Identification Details – We may hold copies of your photographic identity documents and at least one document that confirms your home address. This is required to protect our position and look after your interests. It assists us to ensure we are dealing with the owners of the property and we are not becoming involved in any money laundering situation. This will never be passed to third parties.

Referencing Agent – we will provide your details with our referencing agency Rent4Sure/Vouch for the purposed of obtaining credit searches, landlord and income references when applicable. A copy of your credit report and references will be provided to the Landlord.

Tenancy Agreements and other related documents – Once a tenancy is agreed we will provide a copy of the tenancy agreement and any other related documents to our client, the landlord.

Sub-Contractors – We may use sub-contractors to carry out maintenance or repair work on the property, or conduct inventory checks and property inspections during tenancy. A list of the third party sub-contractors is available on request.

Utility suppliers – We will provide your details to the appropriate utility suppliers, as and when it is required to ensure correct billing from the suppliers, this will include any forwarding address provided.

Other third parties (including law enforcement bodies and Government agencies) if we are under a duty to disclose your personal details in order to comply with any legal obligation.

- 6. We do not have a mailing list for the purpose of marketing our services to you.
- 7. We will retain the personal information we hold for up to 6 years, because the time limit for any party to initiate civil action against us should they believe they have a claim is 6 years.
- 8. If you would like to contact us regarding any data issue, please contact Dave Smith on telephone number 01904 567385 or email info@susiesmithlettings.com

- 9. You have the following rights relating to the information we hold on you
 - a The right to make a Subject Access Request (SAR) to find out more about the data we hold about you;
 - b The right to be informed;
 - c The right of access;
 - d The right to rectification;
 - e The right to erasure (also known as the 'right to be forgotten');
 - f The right to restrict processing;
 - g The right to data portability;
 - h The right to object.
- 10. **Time periods** We will retain the personal information we hold for up to 6 years, because the time limit for any party to initiate civil action against us, should they believe they have a claim, is 6 years.

More information on how we hold and process your data is available on our website – <u>www.susiesmithlettings.com</u>

More information on your rights is available at www.ico.org.uk

Applicant Declaration

I hereby confirm that that the information contained within this application form, provided by my, is to the best of my knowledge true. I understand that the results of the credit search report will be sent to the Landlord for final approval.

I confirm that I have read and understood all terms and information within this form and agree to my information being shared with applicable parties as outlined above.

I confirm and agree that copies of the tenancy agreement and all associated tenancy documents can be sent to me electronically.

Finally I confirm that should I withdraw my application for any reason, or fail my right to rent check or fail to enter into the agreement within the agreed timeframe, the holding deposit paid will not be returned.

Signed		
1st Applicant:	Date:	
2nd Applicant:	Date:	