



TENANCY GUIDE



2019 | Version 17

Tenancy

The rental agreement offered is for 6 or 12 months (subject to contract) and is known as an Assured Shorthold Tenancy if the rent is £100,000.00 per annum or less. For rents over £100,000.00 per annum a “High Rent” (non-AST) tenancy agreement will be used. For Company Tenants we will use a Company Tenancy Agreement (non-AST).

Reservation Fee

If you are interested in renting one of our properties we will require a reservation charge equivalent to 1 weeks’ rent. This sum is calculated as follows: 1 month’s rent x 12 ÷ 52

The reservation fee is to:

- Show you are willing to move into the property on an agreed date
- Enable us to prepare the property to be ready for your occupation
- Enable us to proceed with references
- Enable us to take the property off the market

This money will always been refunded except in the following circumstances: Should the tenancy go ahead, that money will be put towards the initial payment. Should you subsequently pull-out, not move- in on the agreed date or provide incorrect or false information that would impact on your suitability to take a tenancy, you will forfeit your reservation fee.

If the Landlord withdraws the property from the market for any reason other than the reasons mentioned above, the reservation fee will be returned to you.

All tenancies are processed through Goodlord, our in-house tenancy software system.

The Tenancy Agreement must be agreed by all parties within 14 days from taking the holding deposit, deadline being the 15th day. However, you may agree a different deadline for agreement with the landlord or agent in writing. If no agreement has been made by the 15th day, the agent is to refund the holding deposit to yourself (the prospective tenant) if the delay is caused by themselves or the landlord. In the same instance, should the delay be caused by yourself (the prospective tenant), you will forfeit the holding deposit.

The reservation fee can be paid with use of a UK debit card. For all other monies payable, this must be done through bank transfer.

Reference

Prior to the tenancy being offered, credit, employer, previous landlord and bank references may be obtained in respect of all tenants by professional referencing agencies acting on our behalf. Any offer of a Tenancy is strictly subject to satisfactory references being passed. Please note that we will require copies of bank statements for the last 6 months from yourself / your guarantor (whichever is applicable). The guarantor must be a UK homeowner.

Tenant reference reports will be shared with the landlord upon request by the landlord.

Proof of Identity & Right to Rent Requirements

Under the requirements of the Immigration Act 2014 (as amended) we cannot permit occupation unless we have obtained satisfactory evidence of your Right to Rent, our staff will be pleased to advise you of what is required, we appreciate your co-operation in this matter You MUST therefore supply us with Proof of Identity, consisting of one form of Photo Identification (Passport or Driving License Only). If you are a foreign national, we require proof of residency, e.g. a residence permit or visa. As well as photo ID, we also require a proof of address, i.e. a utility bill or council tax bill in your name at the given address. A UK driving license does provide both photo ID and proof of address, provided the address shown and that given by you are the same. From Companies, we require a Proof of Identity of the Director or Authorised Signatory, as well as proof of directorship or proof of authority to sign. If you are a foreign national, we require proof of residency, e.g. a residence permit or visa. Copies of identification and proof of residency documents must be taken at one of LiFE Residential offices with you being present.

Rent

Rent is payable in advance and MUST be paid by one Standing Order. You will need to complete one of our Standing Order Mandates before moving in and hand this to your bank to ensure the payments are set up prior to your next rent due date. The monthly rent is calculated as follows: Weekly rent x 52 / 12.

Default Fees and Damage Charges

Changes of Tenant

A charge of £50 inc VAT plus reasonable costs shall be levied should there be a change of tenants during the tenancy or at renewal stage or if a tenant wishes to be added to the agreement.

Contract Amendments

A maximum charge of £50 inc VAT per shall be levied should any tenants on the agreement request amendments to the tenancy and agreed by the landlord. This is chargeable per amendment.

Loss or Damage of Security Devices

In the event of loss or damage to keys or other security devices, the tenant will be charged a reasonable cost for the replacement thereof. This charge will be levied upfront unless otherwise agreed.

Rent Arrears

If the rent remains due for more than 14 days from the due date, interest will be charged on any amounts of rent due and in arrears at the rate of 3% above the Bank of England annual base rate calculated on a day to day basis from the date the same shall become due until payment in full is made and recover the interest as though it were rent.

Claims for Damage

Costs will be recovered to put the landlord or agent back in the position they could have been had the tenant carried out all their obligations as set out in their tenancy agreement. The costs of such damages will be deducted from the tenants deposit at the end of the tenancy.

Security Deposit

A refundable tenancy deposit reserved for any damages or defaults on the part of the tenant equivalent to 5 weeks' rent (or six weeks' rent in the event the rent is in excess of £50,000pa,) will be taken and held in a Tenancy Deposit Protection Scheme.

Renewal of Tenancy

Provided both parties are willing, the tenancy may be renewed for a further fixed term. It is hereby agreed and understood by both parties that the rent payable under this agreement will increase upon each anniversary of the commencement of the initial term, or in the event of both the Landlord and the Tenant wishing to renew the tenancy created by this agreement for a further term; at least in line with the RPI (Retail Prices Index) for which RPI figures have been published no later than 30 days before that anniversary or renewal, at a minimum of 3% but otherwise upon the same terms and conditions.

Tenancy Deposit Protection Scheme

If the deposit is held by LiFE

All deposits held on Assured Shorthold Tenancies will be registered with My Deposits (www.mydeposits.co.uk). Deposits on Company Tenancies or Non Assured Shorthold Tenancies will be held by us as Stakeholder in an insured scheme.

If the deposit is held by the landlord

It is the Landlords responsibility to register your deposit with a Tenancy Deposit Protection Scheme and to provide you with a certificate within 14 days after you paid the deposit.

Check in and Check Out Procedure

If the property is managed by LiFE

Upon moving into the property, a representative of LiFE Residential may attend to hand over keys and necessary documentation to you. A detailed inventory will be prepared prior to the start of the tenancy and sent to you as soon as possible. It is your responsibility to inform us if you do not receive it within 7 days of moving in. You are expected to check and sign this and return it to us within 7 working days of receipt. If you do not return a signed copy of the Inventory, or you do not inform us in writing of any discrepancy noted for our approval, it will be deemed that you accept the Inventory as it stands. It is the Landlord's responsibility to pay for the inventory. When the tenancy ends, a check out report will be prepared and the cost shared between Landlord and Tenant. Please note, if you fail to attend the check-out appointment without giving 24 hours' notice, a cancellation fee may be levied by the inventory clerk which will be payable by you.

Please note that should you arrange an appointment with the Check Out company for no later than 12:00pm on your move out day and should you not attend there may be a cancellation fee charged to the tenant in order to ensure there is no loss suffered by the landlord as a result. This fee will be recoverable from the security deposit.

If an electronic entry card/fob is required for access to the property, then you may be asked to pay a deposit for this with the cost forming part of the standard deposit money taken. At the end of the tenancy, the amount will be refunded to you provided the fob is returned with original proof of payment and provided no other agreed or adjudicated claim against the deposit utilises this amount.

Your tenancy agreement may be shared with building management for the purpose of setting up your occupancy and for security reasons.

Check-ins will be held Monday to Friday between 12:00 – 17:30pm.

If the property is managed by the landlord

It is the Landlord's responsibility to provide you with an inventory schedule upon moving in to the property and with a check-out report when you move out.

Energy Performance Certificate

EPC: Valid for ten years

A copy of the energy assessment will be given to you before you make a commitment to the property. If you require a further copy of the certificate, please notify us immediately, so we can arrange for a copy to be sent to you.

Gas Safety Certificate

GSC: Valid for one year

A copy of the Gas Safety Check (where applicable), is left in the property for your reference. If you cannot locate the certificate, please notify us immediately, so we can arrange for a copy to be sent to you.

Utilities and Telephone

All monthly rents are exclusive of utility charges and telephone bills. You are required to transfer the utility supplies for gas, electricity, water and the telephone in to your name as well as the council tax at the start of the tenancy. Not all properties have gas, and most include water rates. In order to make this process easier, all our managed properties are registered with Spark Energy, who take care of the administrative side of all your utility needs.

Please note that on certain developments heating and hot water bills cannot be transferred into the tenant name. However, you will still be responsible for payment of all usage inclusive of any standing charges for the term of your Tenancy, should the bills show in either in the landlord or tenants names.

Disclosure of Tenant's details to Spark Energy

At the start of the lease gas and electricity will be provided, or will be in the process of being provided by OVO Gas Ltd (company number 06752915) and OVO Electricity Ltd (company number 06858121) which are the licenced supply entities appointed to take on the supply to Spark Energy customers. However this will not prevent the Tenant from changing to a different energy provider if desired.

The Tenant agrees that the letting agent may pass the Tenant's name and contact details to Spark Energy for the purposes of:

- a. registering the gas and electricity meters at the property in the Tenant's name with Spark Energy, providing gas and electricity to the Tenant and administering the Tenant's account with Spark Energy;
- b. registering the Tenant with the relevant local authority for the payment of council tax; and
- c. registering the Tenant with the incumbent water supplier to the property. The water supplier may contact the Tenant in order to provide further information about its services and products and conclude an agreement with the Tenant for those services and products.

Spark Energy will use the Tenant's name and contact details to fulfil the Tenant's contract with Spark Energy and only for the purposes set out above. Spark Energy will comply with its obligations as a data controller in the Data Protection Act 2018 and will handle Tenant's data in the manner set out in Spark Energy's standard terms and conditions and/or privacy policy. Spark Energy will not share the Tenant's details with any third party other than the relevant local authority and incumbent water supplier, and will hold the Tenant's details for the duration of the contract. The Tenant is reminded of their rights under the Data Protection Act

2018 to access, rectification, erasure, restriction of processing, and portability of their data. If the Tenant is dissatisfied with the manner in which Spark Energy handles their details they may lodge a complaint with the Information Commissioner's Office. If the Tenant has any questions regarding the details or use of the Tenant's data held by Spark Energy, the Tenant may contact Spark Energy at Ettrick Riverside, Dunsdale Road, Selkirk TD7 5EB or customerservice@sparkenergy.co.uk.

Telephone Connection

To discuss connection with British Telecom Customer Services dial 150 from the UK. If you are calling from overseas, you need to dial your own International Operator who will connect you to our International Operator on 153. Ask for British Telecom Customer Services. If you are moving in to a property without a pre-existing BT line, the fee for connection should be paid by the Landlord.

Council Tax

This is not included in the rent. It is the sole responsibility of the Tenant to pay this for the duration of the tenancy. A list of up to date charges for the various boroughs is available on request. If you are the sole occupier or a student, you may be entitled to a discount.

TV Licence

You are responsible for the payment of the TV licence, regardless of whether the television was provided by the Landlord. (Currently £145.50 per annum). For further information visit: www.tvlicensing.co.uk

Taken as Seen

It is important to know that unless specific requests are made and agreed between the Landlord and Tenant prior to the agreement of terms, a property is let "as seen". This applies to decoration and those items that are noted on the inventory, therefore if you have special requirements these must be agreed at the time an offer is put forward to the Landlord.

Property Inventory

Items shown in the photographs of the property advert may not always belong to the property. These photographs are used for illustration purpose only. We advise that you ask for an inventory of the property in order to confirm what items will be included as part of your tenancy.

Access

Photos of the property may be taken and published during the last 2 months of the Tenancy for marketing purposes, by no less than 24 hours prior written appointment.

Inspection

We will need to visit the property to view the state of condition during the tenancy, photos may also need to be taken on these visits, they will be used purely for this purpose and will not be published for marketing purposes.

Data Protection

By signing this Agreement, you give us approval to hold and process the data you share with us. As set out in our Privacy Notice. The processing of your data will be carried out on a contractual basis in order to meet the obligations within this agreement. All data processing is carried out in line with the requirements of the General Data Protection Regulation. For further details on the processing of your data please refer to our Privacy Notice which can be found on our website <https://liferesidential.co.uk/legal/privacy-policy/>. Alternatively, should you wish to exercise your rights as data subject, please contact our Data Protection team by emailing dataprotection@liferesidential.co.uk or calling 0208 896 9990.

Tenancy Agreement

An appropriate Tenancy Agreement will be prepared for your signature prior to the start of the tenancy. It is our policy to execute the Tenancy Agreements and any Renewal Memorandum Agreements by dating the document as soon as it is signed by the parties. This may be prior to the actual tenancy start date. Once executed by us, both parties are legally bound to the Tenancy. When you sign this Tenancy Guide you are confirming your authority for us to execute and bind the Tenancy Agreement and any Renewal Agreement in this manner without further reference to you. Should you not understand the implications within this agreement, we would advise that you seek independent legal advice prior to signing.

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| <p>In order to process the Tenancy the following documents are required:</p> <p>2 forms of I.D. (1 Photo ID) <input type="checkbox"/></p> <p>6 months bank statements <input type="checkbox"/></p> <p>VISA (if applicable) for Right to Rent check. <input type="checkbox"/></p> <p>Proof of residency <input type="checkbox"/></p> | <p>Upon signing the Tenancy Agreement and before moving in, please provide the following:</p> <p>Rent for the initial period payable in advance <input type="checkbox"/></p> <p>Five weeks deposit <input type="checkbox"/></p> <p>Signed Standing Order Mandate <input type="checkbox"/></p> |
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We require proof of residency for all occupiers, e.g. a residence permit or visa. Copies of identification and proof of residency documents must be taken at one of LiFE Residential offices with you being present.

Subject to acceptable references, we require move in monies to be received 7 days prior to the tenancy start date. If we are not in receipt of your completed references within this time frame, your move in monies will need to be paid as soon as your references have passed. Keys can only be released once all move in monies are cleared funds in our account.

Tenancy details:

Property address:

Rent offered:

Proposed start date:

Term:

Break clause:

Renewal option:

Parking:

Other:

Lead Tenant:

Date:

Signed:

Second Tenant:

Title: First Name: Surname:

Current address:

Alternative address:

Contact numbers:

Email:

Country of origin: Nationality:

Profession

Guarantor (if applicable):

Third Tenant:

Title: First Name: Surname:

Current address:

Alternative address:

Contact numbers:

Email:

Country of origin: Nationality:

Profession

Guarantor (if applicable):

Fourth Tenant:

Title: First Name: Surname:

Current address:

Alternative address:

Contact numbers:

Email:

Country of origin: Nationality:

Profession

Guarantor (if applicable):

Subject to Contract

Payment and acceptance of the holding fee does not legally bind either the Landlord or the Tenant to the Tenancy prior to the signing of the Tenancy Agreement by all parties.

WE CONFIRM THAT WE HAVE READ AND AGREE TO THE TERMS HEREIN:

First Tenant

Signed: Dated:

Print name:

Second Tenant

Signed: Dated:

Print name:

Third Tenant

Signed: Dated:

Print name:

Fourth Tenant

Signed: Dated:

Print name:

Head Office

FC200 Building
2 Lakeside Drive
Park Royal
London
NW10 7FQ

020 8896 9990

West London

FC200 Building
2 Lakeside Drive
Park Royal
London
NW10 7FQ

020 3668 1111

North London

Unit 4
71b Drayton Park
London
N5 1BF

020 7359 4488

South Bank

252 Westminster
Bridge Road
London
SE1 7PD

020 7620 1600

Westminster

23 Monck Street
London
SW1P 2AE

020 7222 2005

Nine Elms Riverside

Unit 11
Flagstaff House
St George Wharf
London
SW8 2LZ

020 7582 7989



Tower Bridge - City

Spice Quay
34 Shad Thames
London
SE1 2YG

020 7234 0666

Canary Wharf

36 Millharbour
London
E14 9JS

020 3668 1030

Greenwich

6 Victoria Parade
Greenwich
London
SE10 9FR

020 8418 3609

Deptford

Block A
Hudson Building
Deals Gateway
London
SE10 8EA

020 8692 2244

East London

Unit B
Westgate Apartments
14 Western Gateway
London
E16 1FD

020 7476 0125

Royal Wharf

7 Rope Terrace
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