

Smart Home Rentals, 6 Poole Hill, Bournemouth, BH2 5PS  
Tel +44 (0)1202 296400 Fax +44 (0)1202 559488  
Email [Admin@SmartHomeRentals.co.uk](mailto:Admin@SmartHomeRentals.co.uk)

## **INFORMATION FOR TENTANTS – TERMS AND CONDITIONS OF BUSINESS FOR RESIDENTIAL LETTINGS**

These terms and conditions are in addition to the contract provided by the tenancy agreement. They supplement the contract and where necessary supersede it without affecting the rights offered by the tenancy agreement. By signing these terms and conditions the tenant agrees to abide by them and acknowledges that their signature forms a contractual agreement between the tenant and Smart Home Rentals Ltd (SHR).

The following information is also designed to help you with any queries and consequently allow your tenancy to run smoothly, but of course if there is any further information you require we will be more than pleased to help you.

### **BEFORE YOUR TENANCY BEGINS**

Once you have selected the property that you wish to rent you will need to pay an application fee, supply us with photo ID and two utility bills and complete an online application form. This allows us to reserve the property for you, subject to references. This will consist of an employee's reference, a personal reference, a previous landlord reference and a credit check. Our minimum application costs are £150.00 (inc. VAT) and an additional £75.00 (inc. VAT) for each additional applicant for the tenancy over the age of 18 years old (this includes guarantor applications). Credit checks take a minimum of 48 hours depending on the response time of references.

### **GUARANTORS**

If for any reason you are unable to provide a sufficient financial reference, are not in full time, fixed employment or you are a student, it will be necessary for you to seek a UK based guarantor who will guarantee the payment of rent and performance of all the terms and conditions of the tenancy agreement. This is usually a property owner and someone with adequate financial standing. A self-employed guarantor will need to provide a minimum three years of accounts. In such circumstances all guarantors are jointly and severally liable for the property, as are all tenants. However, in the case of any default on the tenancy agreement, as all tenants would have guarantors it would be unlikely that one guarantor would be wholly responsible for the property.

If you do not have a guarantor, the alternative solution to proceed with the tenancy agreement would be to pay rent in advance (based on the fixed term).

**No tenancy can commence without SHR receiving all references.**

### **PAYMENTS**

Prior to moving into the property and after acceptance of a credit/reference check, SHR will require the first months rent in advance, together with the security deposit. These monies must be cleared funds by the date you wish to take occupation. Normally payment is taken by BACS, card payments require 30 days to clear or cash on the day you visit the office to collect the keys and sign the tenancy agreement. We accept the following methods of payment and the following fees apply.

BACS payment - no charge

*Account: 73671372, Sort Code: 401307*

*International Account (IBAN: GB85MIDL40130773671372 BIC: MIDLGB2102T)*

Cash paid into our client account by the tenant – £1 charge per £100 paid

Cash (paid at our office during office hours) - £1 charge per £100 paid

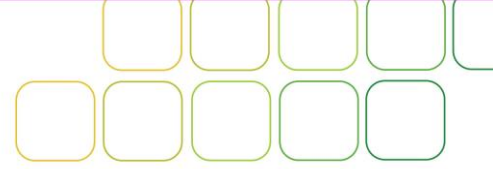
Cash collection by our staff - £18.00 (inc VAT) plus £1 charge per £100 paid

Credit Card at our office or by phone – 1.7% handling charge (payment takes 30 days to clear, therefore we can not accept card payments for rent/deposit payments)

Debit Cards – no charge (payment takes 30 days to clear, therefore we can not accept card payments for rent/deposit payments)

Cheques/bank drafts (delivered to our office) – £3 charge per cheque





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## SECURITY DEPOSIT

The security deposit is taken to cover any damage and dilapidations at the property during the tenancy. It **CAN NOT** be used to pay the last month's rental payment. The security deposit is usually one and a half months worth of rent.

## THE DEPOSIT PROTECTION SCHEME

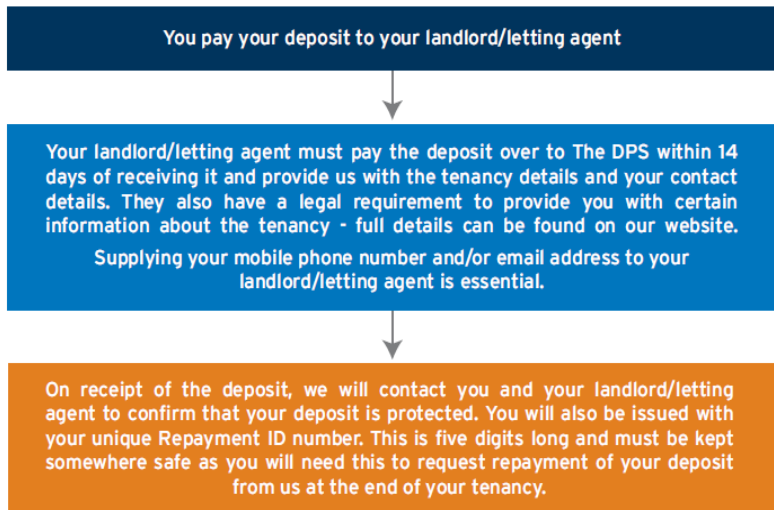
Entering a tenant's deposit into a government scheme became compulsory on the 6<sup>th</sup> April 2007 and any new tenancies after this date have to have their deposits registered to a scheme. The government have put this into place to protect tenants' deposits. The scheme only gets involved with the deposit refund should the landlord and tenant not agree to the deductions.

SHR have joined 'The Deposit Protection Scheme (DPS)'. The Deposit Protection Service (The DPS) is the only custodial scheme authorised by the Government. DPS require that the money you paid to SHR is physically paid over to them to safeguard for the duration of the tenancy.

The deposit will be repaid at the end of the tenancy when both parties have reached agreement on its distribution. In the event of an unresolved dispute or stalemate over the allocation of the deposit, it can be referred to the scheme for a prompt, independent, third party adjudication to provide a resolution which is fair to both landlord and tenant.


SHR will register your details with DPS within 30 days after the tenancy commencement date, so make sure you provide up-to-date details, most importantly your mobile phone number and/or email address.

### How does The DPS work?



### You can update your contact details in one of four ways:


**ONLINE**  
 By logging onto your account at [www.depositprotection.com](http://www.depositprotection.com)




**VIA EMAIL**  
[enquiries@depositprotection.com](mailto:enquiries@depositprotection.com)



**IN WRITING**  
 The Deposit Protection Service  
 The Pavilions  
 Bridgwater Road  
 Bristol  
 BS99 6AA

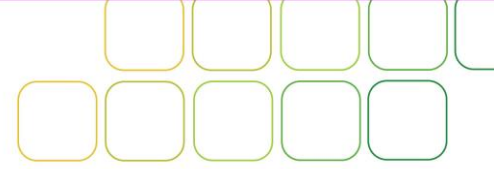


**BY TELEPHONE**  
 0844 4727 000




[www.depositprotection.com](http://www.depositprotection.com)





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If you change your mobile phone number or email address during your tenancy, please make sure you contact The DPS to update your information. It is your responsibility to do so and will enable us to make the deposit repayment process as efficient as possible. **In addition when you move out please ensure that The DPS and SHR have your new forwarding address. It is important that you update the system with this address as we cannot do it for you.** SHR reserves the right to withhold all or part of the security deposit if rent or other arrears are outstanding at the time of vacation. The deposit will be held as an interim payment prior to legal recovery proceedings.

### TENANCY AGREEMENT

You will be signing an Assured Shorthold Tenancy; this is a fixed contractual term usually for a minimum six months unless otherwise specifically agreed. If your circumstances change and you wish to leave before the end of the agreement, by negotiation with the Landlord you will continue to be responsible for the rent until the property is re-let. You will be liable for any cost incurred by the Landlord for re-letting. You must read the tenancy agreement thoroughly, as it is your responsibility to satisfy yourself of its accuracy.

SHR also offer 'Common Law' contracts applicable for company lets and 3, 4 and 5 month rentals.

SHR **do not accept periodic tenancies** (where a tenancy expires and the tenant continues to live in the property on a month by month basis) unless agreed with the landlord/agency. SHR can advise whether the landlord of the property is agreeable to its acceptance. Should the landlord/agency allow you to extend your tenancy a £100.00 holding fee will be required (applicable to holiday let properties only). This is non refundable in the event you decide you do not wish to proceed with the extension.

You will have arranged an appointment at our office on the day your tenancy commences to sign the tenancy agreement and other important documentation and collect the keys. The outstanding balance for the deposit, one month's rent in advance and administration fee has to be paid prior to this.

ALL tenants going into the property must be present and sign the agreement in the office at the same time. Once all the paperwork has been completed you will be required to check through an inventory at the property.

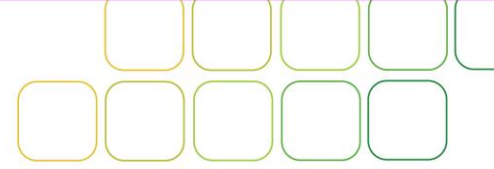
### INVENTORY/SCHEDULE OF CONDITION

When you sign the tenancy agreement you will receive one copy of the inventory/schedule of condition of the property. You will be required to check the property contents, fixtures and fittings. It is important that you take care in agreeing the inventory and schedule of condition at this stage, as this document will form the basis of any check out report/dilapidations claim by your landlord at the end of the tenancy. You will have two weeks to return a signed copy to the office. If we do not receive a copy back, we will assume that you accept the condition of the flat as described within the inventory on your day of arrival to the property and no further amendments are required. We will scan and email the signed document for your records.

### KEYS

We will provide one set of keys per tenant. We will hold one spare set in the office in case of any emergencies or in the event of a lock out. In the event of a lockout please call our office during opening hours or our out of hour's mobile number. Callout fees start from £30.00 (inc VAT) during office hours (should a member of staff have to attend the property) Monday - Saturday and £60.00 (inc VAT) at all other times. Any callout fees will be charged to your account and due for payment immediately. Should you lose a key during your tenancy please inform the office immediately. If SHR arrange the key cutting on your behalf please note where works are carried out by SHR's directly (including source purchase and deliver of goods) a £18 fee will be applied for items up to £180.00 and 12% handling fee of the value of the items above £180.00 or hourly rate of £18.00 per hour (all charges inc of VAT).





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## UTILITY COMPANIES

There is no need to contact the local authority, or the gas, electric, water and sewage. Alice from 'Just Move In' acts on behalf of SHR to notify the relevant companies in line with your tenancy start and end date. 'Just Move In' will only use your information for the purpose of council and utility registration, closing of council and utility accounts and Energy/Media comparisons upon your arrival. You will receive a phone call from Alice to assist with your move, other services are also available. Tenant Shop Ltd is fully compliant with the 'Data protection act 1998'. Please note it is your responsibility to transfer the telephone and TV license as we are not able to do this on your behalf. Please apply direct to them as soon as you move in, if not before.

If you do not receive a welcome letter from suppliers within four weeks of the commencement of your tenancy agreement, it is the tenant's responsibility to contact the utility companies directly to ensure details are kept up-to-date. Please remember that it is your responsibility to ensure all bills are paid up-to-date. We will not release your deposit at the end of the tenancy until we retain proof that there are no outstanding bills.

## PETS

No property allows tenants to keep any domestic animals or birds in the premises without the prior written consent of the landlord; should the landlord provide consent, SHR will require a receipted invoice for a professional clean with de-infestation cleaner at the end of the tenancy. In the event that permission is granted and pets become a nuisance to neighbours/others your landlord reserves the right to insist that the pets are removed from the property.

## SMOKING

No property permits tenants or guests to smoke tobacco or any other substance in the premises without the prior written consent of the landlord which shall not be unreasonably withheld.

## NEIGHBOURS/NOISE

Tenants are reminded that in accordance with the terms of their tenancy agreement, it is not permitted to carry out any act that may become a nuisance or inconvenience to the landlord or the occupiers of neighbouring houses.

It is not permitted to play any musical instruments, radio, television or other machine for playing recorded sound, which can be heard outside the property between 11.00pm and 7.00am.

## CLEANING

SHR properties are professionally cleaned before the start of your tenancy and we expect the property to be professionally cleaned upon your departure. SHR will require a copy of the invoice. We can offer an optional cleaning service should you require any assistance with keeping your new home neat and tidy throughout your tenancy (minimum 2 hrs) or would like to book in a post tenancy clean (£15.60/hr inc VAT) in order to help receive your security deposit back in full.

## CONTENTS INSURANCE

The landlord is responsible for insuring the building and his/hers contents. The tenant should consider their need for insurance cover to protect their own personal possessions and the fixtures and fittings belonging to the landlord.

SHR can arrange an insurance company to contact you directly or please provide a copy of adequate insurance cover arranged elsewhere. Taking out such a policy can protect your security deposit.

## RENT PAYMENT

All rent is payable in advance (cleared funds into our client account), whether demanded or not, the most convenient method of paying rent is by standing order. Standing Order mandates will be issued to you at the commencement of the tenancy. Should you, in exceptional circumstances, not be in the position to pay by Standing Order you may pay by cash, debit/credit card or cheque (please note the funds must be cleared before the day the rent is due and the before mentioned fees will apply).





In the event that you fall into arrears on payment of rent during your tenancy, appropriate steps will be taken to recover outstanding monies. If you experience difficulty in keeping up with rental payments, it is vital that you notify the office at the earliest opportunity. The SHR Team are here to help.

### ARREARS

Should you fall 3 days late with your rent payments, a reminder will be sent. If the arrears remain outstanding following a period of 7 days, you will incur an administration charge of £30.00 inc VAT.

Any late payment fees will be charged to your account and due for payment immediately. Fees can not be deducted from your deposit. Should the arrears remain outstanding for a further period of 49 days the matter will be passed to the Courts. This could involve action being taken against you in a Court of Law and may result in you being served by the Judge with an Order for Possession, which will result in you being required to vacate the property. In addition, if legal action is taken against you, you will be liable for costs.

### DURING THE TENANCY

If SHR manage the property on behalf of the landlord, any faults or problems need to be directed to us. Please note when a maintenance request is received from a tenant via the 'mypropertyfile' app, SHR will arrange a contractor to visit the property.

If the landlord wishes to maintain the property himself you need to contact your landlord directly. You will be advised of this when you sign your tenancy agreement.

### MAINTENANCE

To report all maintenance (unless deemed an emergency) please use the following app: <https://smarthomerentals.mypropertyfile.co.uk/>. When completing the 'My Property File' maintenance request, please provide the agent with as much information about the issue you are experiencing to avoid any unnecessary call outs which could result in you being charged. There is also an option to upload photographs. Tenant contact details will sometimes be passed to the contractor in order to arrange access to the property. In the event that a contractor confirms the maintenance fault is due to tenant usage/damage, the invoice will be the responsibility of the tenant. Where the works have been carried out by a third party we charge 12% (inc VAT) of the total value of the invoice. Where works carried out by Smart Home Rentals directly (including source purchase and deliver of goods) a £43.20 fee will be applied for items up to £180.00 and 12% handling fee of the value of the items above £180.00 or hourly rate of £18.00 per hour (all inc of VAT).

### PROPERTY INSPECTIONS

SHR will periodically carry out internal inspections of the property. The purpose is to check the condition of the property, its cleanliness, garden maintenance and the way in which the tenancy is generally being conducted. An appointment will be made in advance and a letter/email will be sent to advise of the day and time. You are reminded that you are obliged to allow access to the property for the purpose of inspections.

Failure to do will contravene the terms of your tenancy agreement, and may result in action being taken against you.

Both you and the landlord will receive a copy of the inspection report via email. Certain areas will be brought to both parties attention should any rectification works be required.

### ON EXPIRY OF THE TENANCY

In most cases it is possible to extend your tenancy on the condition that your landlord agrees. We will usually contact you 8 weeks prior to the expiry of your tenancy to see if you wish to extend. If a tenant wishes to renew their tenancy then a fee of **£59 (inc VAT)** is payable per tenancy extension. This fee is payable for a new tenancy agreement of either 6 or 12 months duration. SHR will provide a new tenancy agreement and file the landlord notice of intent to continue tenancy.



Please note that some applicants will be chosen at random to have an updated credit check prior to renewing. This will be at the landlord's discretion and with prior consent by the applicant (price included in the renewal fee).

If you are a returning tenant (i.e. registering for the following year) you will be required to pay a new application fee of £150 (inc VAT) plus £75 (inc VAT) for each additional minus a loyalty discount of 10%.

If you would like to move out of the property at the end of your tenancy agreement, all tenants are required to give **at least one months written notice** to leave a property. This must be offered in writing so that both parties have paper documentation of the notice being given. It is the tenants' responsibility to ensure that correct notice is given and that such notice is received by SHR. Failure to give correct notice will result in additional rent being charged on a daily basis until one month has elapsed from SHR receiving correct notice.

Once we have received your written notice, SHR will confirm acceptance of your notice in writing. Enclosed with this letter/email will be a comprehensive checklist to help with your checkout. SHR will also arrange a **'pre check out inspection'** approximately a week before the expiry of your tenancy agreement. This check out is to provide advice on how to retain your full security deposit. Once notice has been provided, SHR will require access to the property to conduct viewings, we will try to provide at least 24hours notice, it is essential that the property is in a presentable condition whilst we conduct viewings. Please ensure it is always kept neat and tidy in the last month of your tenancy.

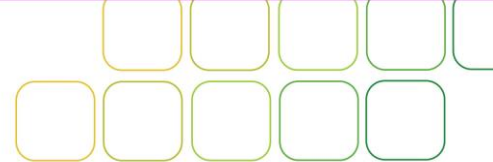
We will arrange for all final accounts to be dealt with, however it is the tenant's responsibility to ensure all bills have been paid up-to-date. Please ensure you transfer your telephone line and TV license as we are unable to do so. We will require proof that all bills have been settled and the accounts closed along with your forwarding address before your security deposit is released.

Please remember to cancel your standing order for rent payment. In the event we are required to refund overpayments an administration charge of £18 inc VAT is applicable.

The check out report/dilapidations will be conducted usually on the end day of the tenancy agreement. We aim to return your deposit to you as quickly as possible, in most cases your deposit will be released within 10 working days subject to there being no dispute. If the landlord proposes to make any deduction from the deposit then we will inform you within 10 working days after the lawful end of the tenancy and vacation of the property. If there is no dispute then the deposit will be released according to the agreed deductions. If you intend to raise a dispute about the deposit, please advise SHR within 14 working days after the lawful end of the tenancy and vacation of the property. For more information please visit: [www.depositprotection.com](http://www.depositprotection.com)

Throughout your tenancy, please do not hesitate to contact us should you have any queries. Remember we're here to help and we will do our best to assist you.





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**ACCEPTANCE**

I/we confirm that we have read the attached information, understood and agree the Smart Home Rentals Ltd terms and conditions

**Tenant 1**

Signed.....Date.....

Print name.....

Email.....Mobile.....

**Tenant 2**

Signed.....Date.....

Print name.....

Email.....Mobile.....

**Guarantor 1**

Signed.....Date.....

Print name.....

Email.....Mobile.....

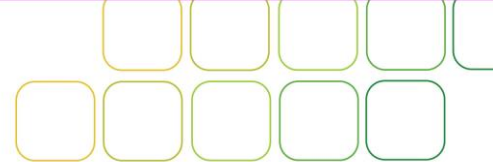
**Guarantor 2**

Signed.....Date.....

Print name.....

Email.....Mobile.....





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**Tenant 3**

Signed.....Date.....

Print name.....

Email.....Mobile.....

**Tenant 4**

Signed.....Date.....

Print name.....

Email.....Mobile.....

**Guarantor 3**

Signed.....Date.....

Print name.....

Email.....Mobile.....

**Guarantor 4**

Signed.....Date.....

Print name.....

Email.....Mobile.....

