

# Tenants Guide

to Renting a Property



When you apply to rent a property, the following matters will apply prior to the tenancy, during the tenancy, and at the end of the tenancy. You should read this guide thoroughly to ensure that you understand the rental process and your obligations as a tenant.

Once the Tenancy Agreement is signed, you will be bound by the terms. If you are unsure about any of the contents in the Tenancy Agreement and/or feel you need further advice, you should seek independent legal advice from a solicitor or Citizens Advice.

## **Part I: Guide to Renting a Property**

### **Application Process 3**

- Offer
- Reservation Deposit
- Referencing
- Tenancy Deposit

### **Tenancy Agreement 6**

- Tenancy Term
- Binding Date
- Early Termination
- Joint Tenancies
- Breach of the Tenancy Agreement
- Renting with Pets
- Building Rules
- Parking

### **Before the Tenancy 8**

- Inventory and Check-in Report
- Paperwork Checklist
- Levels of Service
- Rental Payments

### **During the Tenancy 9**

- Tenant Responsibilities
- Taxation
- Change of Circumstances
- Property Visits

### **At the End of the Tenancy 11**

- Renewals and Notices
- Necessary Work to Restore
- Inventory and Check-Out Report
- Final Rent and Deposit
- Move Out

### **Chase Evans Information 12**

- Privacy
- Complaints

## **Part II: Move-in Monies 13**

- Acceptable Methods of Payment
- Account Details
- Value Added Tax (VAT)
- Move-in Monies Required

## **Part III: Declaration 15**

# Part I: Guide to Renting a Property

## Application Process

Renting a property can be complicated, but Chase Evans will try to help make it simple and straightforward. After you have found the ideal home, there will be many procedures waiting ahead. Preparing all the documents and information you may need in advance can ensure that the application and referencing process run smoothly.

### OFFER

Once you find a property to rent, we recommend you make an offer promptly to secure it. The offer you make must be as detailed and accurate as possible. We will put it forward to the landlord for consideration and then negotiate the terms of that offer between you and the landlord.

Following our negotiations, once the proposed tenancy terms are agreed on, we will send confirmation emails to both you and the landlord to finalise the terms of your offer. Any further changes to this will be regarded as a new offer for the landlord to consider.

### OFFER MADE WITHOUT PHYSICAL VIEWING

In some cases, you may not be able to view the property in person and your offer is made based on photos and/or a video of the property. By signing the declaration in this guide, you agree to take the property on this basis. Once you sign the Tenancy Agreement, you will be legally bound by it.

### RESERVATION DEPOSIT

At the time of making an offer, we require a reservation deposit, equal to one week's rent, to reserve the property. Once the landlord accepts your offer, the agreed move-in date will become the deadline for agreement and the reservation deposit will become a holding deposit.

Your holding deposit will be returned to you within 7 days if:

- you enter into a Tenancy Agreement with the landlord (holding deposit will be returned as a reduction in your move-in monies), or
- the landlord withdraws from the proposed agreement, or
- a Tenancy Agreement is not entered into before the deadline for agreement due to the fault of the landlord.

Your holding deposit will be forfeit if:

- you withdraw from the proposed agreement, or
- you provide false or misleading information, or
- you fail the 'right to rent' check, or
- you fail to take all reasonable steps to enter into a Tenancy Agreement by the deadline for agreement.

### REFERENCING

Referencing commences once the terms of the tenancy have been agreed on, the offer has been accepted by the landlord, and the holding deposit has been paid. Each prospective tenant, occupier, and guarantor will be referenced by an independent referencing agency. Referencing checks include:

- Credit history check
- Voters roll confirmation
- Landlords reference
- Employment reference
- 'Right to rent' share code or entry clearance check

A link to the referencing agency website will be sent to you so you can fill in the application form. All applications must be completed within 24 hours of receiving the link. To avoid any delay in the referencing process, we recommend you declare all the necessary information and inform all your referees that they will be contacted.

If you are applying for a new visa and it is still being processed, we will need your reference number and current address instead.

Please ensure that the forms are completed thoroughly and correctly. Should any information disclosed be deemed as false or misleading, this could result in the forfeiture of the tenancy and your holding deposit. If you have any questions about the forms, please contact us before submitting them.

If you fail to pass the referencing criteria, you will not be granted a tenancy.

## PHYSICAL DOCUMENTS

The referencing agency will ask you to provide the following physical documents.

**Proof of Identity** – A certified and current valid Passport, to confirm your identity and nationality. Chase Evans will request a copy of your passport at the time of receiving your holding deposit, and you need to bring your original passport to our office for certification.

**Proof of Address** – A Bank Statement or Utility Bill (excluding mobile phone bills, broadband bills, credit card statements, and invoices) with your name at your current address, as stated on the reference application form. The document must be dated within 3 months of the date you begin referencing. An e-copy is acceptable. If you have an original paper statement, you will be required to bring this to our offices to certify.

**Student Tenants** – Student tenants must provide a copy of their student ID card and a letter from their university confirming their course and the duration of the course.

All documents must be in colour. The above is also applicable to any permitted occupier or guarantor.

## ‘RIGHT TO RENT’ CHECK

Under the Immigration Act 2014, landlords in England are required to carry out ‘right to rent’ checks, which is applicable to everyone, including British citizens, to ensure the individual has lawful status to reside in the UK.

If you are not a UK or Irish citizen, you need to have either pre-settled/settled status in the EU Settlement Scheme or a valid visa. Nationals of the European Union (EU), European Economic Area (EEA) and Switzerland need to evidence their ‘right to rent’ in the UK as well, either using their online immigration status (eVisa) or with a physical immigration document.

If you cannot provide physical documents, you will be subject to an online ‘right to rent’ check. You can simply visit [www.gov.uk/prove-right-to-rent](http://www.gov.uk/prove-right-to-rent) to obtain your share code, with which along with your date of birth, we can check with the Home Office for your ‘right to rent’. If you have already submitted a visa application and are still waiting for a decision, you can provide us with your reference number instead. This process may take up to 72 hours.

## GUARANTOR (IF REQUIRED)

Depending on your circumstances, you may be asked to provide a guarantor. The guarantor must reside in England or Wales and also need to satisfy the referencing criteria.

The guarantor will be included as one of the parties in the Tenancy Agreement, who guarantees and meets the same obligations as the tenant during the whole period of the tenancy. The guarantor is jointly and severally liable with the tenant, which means that the guarantor may have to pay the full costs of any breach of the Tenancy Agreement, including rent arrears. A copy of the Tenancy Agreement will be provided to the guarantor. The guarantor has to sign a legally binding Deed of Guarantee. Legal and financial protection is available for student guarantors, further details can be provided on request.

## BANK ACCOUNT FOR RENTAL PAYMENTS

While completing the referencing form, if you are asked for your bank account details, you should enter the account from which the rent will be paid each month. The rental payment for the property must come from this account only.

## TENANCY DEPOSIT

The tenancy deposit, equal to five weeks’ rent, must be paid before the start of the tenancy. The deposit will be held in a separate client account by either the landlord or Chase Evans, as a stakeholder, and protected by a government-approved deposit scheme. The way in which the deposit is held will be clearly shown on your Tenancy Agreement.

At the end of the tenancy, the deposit will be returned after all deductions have been agreed on between you and the landlord.

## GOVERNMENT-APPROVED TENANCY DEPOSIT PROTECTION (TDP) SCHEMES

According to the Housing Act 2004, tenancy deposit held for an AST must be protected by a government-approved TDP scheme. The schemes are as follows:

- MyDeposits (<https://www.mydeposits.co.uk>)
- Deposit Protection Service (<http://www.depositprotection.com>)
- Tenancy Deposit Scheme (<https://www.tenancydepositscheme.com>)

Full details of the scheme which protects your security deposit will be clearly stated in the Tenancy Agreement.

Further information can be obtained from the government website at <https://www.gov.uk/tenancy-deposit-protection>.

### **DEPOSIT PAID BY THIRD PARTY**

If your tenancy deposit is paid by a third party, you must inform us immediately, prior to the Tenancy Agreement being prepared and the deposit being paid.

A third party is anyone that is not a tenant named in the Tenancy Agreement, including guarantors or permitted occupiers. We will include the third party in the clause of the Tenancy Agreement as an 'Interested Party' and protect the deposit under the name of the interested party.

In this case, we need the following information and documents of the third party before the Tenancy Agreement can be prepared:

- Proof of identity
- Proof of address
- A completed Third-party Information Form (available on request)

If the third party is a company, we will ask for the information and document listed below:

- Proof of address
- Memorandum of Association for the company or certificate of corporation
- Articles of Association for the company
- A documentation to confirm the list of the Beneficial's identity for the beneficial with 25% or more share
- Letter confirming authorised signatory person signing on behalf of company if not director

### **DEDUCTIONS FROM THE DEPOSIT**

The Tenancy Agreement states how the tenancy deposit will be dealt with at the end of the tenancy and what you can expect to happen in detail.

The tenancy deposit cannot be used as the payment for last month's rent. At the end of the tenancy, no deductions can be made from the deposit without the written consent of both parties. Deductions from the deposit can include any damages, beyond fair wear and tear or any other breaches of the Tenancy Agreement. If there is a dispute regarding the deductions, TDP will adjudicate and decide how the deposit should be returned.

Please be aware that the tenancy deposit does not represent the limit of your liability to the landlord for any breach of the Tenancy Agreement.

Under a joint tenancy, it is the responsibility of the tenants to decide how the returned deposit should be allocated.

# Tenancy Agreement

The Tenancy Agreement signed between the landlord and the tenant contains the rights and responsibilities of each party during the tenancy. Make sure you understand all the terms and points stated within it. Should you have any questions about the Tenancy Agreement, it is essential for you to contact us for clarification. Once signed, the Tenancy Agreement will be a binding contract between you and the landlord.

## TENANCY TERM

Assured Shorthold Tenancy (AST) is the most common form of tenancy in England. The tenancy can be for any period up to 36 months, either for a fixed or open-ended (periodic) term.

For a fixed term, it may have a break clause that allows you or the landlord to terminate the tenancy before the end of the fixed term by giving notice. The tenancy can only be terminated at the end of the fixed term, or in accordance with the break clause. You cannot break the tenancy earlier unless the landlord agrees.

Following the end of the fixed term of your tenancy, if you do not enter into a further fixed term, it will become a periodic tenancy. In this case, all of the obligations of your original Tenancy Agreement will remain in force. Should you wish to end the tenancy, you must give a one-month notice in writing.

## BINDING DATE

Please be aware that once the Tenancy Agreement is signed by all parties, and executed by entering the binding date, the tenancy will be legally binding, regardless of whether you have taken up occupancy. The tenant will receive a signed copy of their Tenancy Agreement on the move-in day.

## EARLY TERMINATION

Should the tenant wish to terminate a tenancy with the consent of the landlord before the end of the fixed term, the tenant will be liable to pay the rent until the end of the fixed term or until a suitable replacement tenant is found.

The tenant will also be liable for any losses incurred by the landlord, which may include costs for new tenants referencing, check-in/out, deposit registration, tenancy agreement, marketing and advertising.

## JOINT TENANCIES

When entering into a joint tenancy, you and your joint tenants are bound by the Tenancy Agreement jointly and severally.

The landlord can hold any individual tenant liable if you or your joint tenants fail to comply with the obligations of the Tenancy Agreement. In other words, it is legitimate for the landlord to ask any tenant to pay the full rent arrears, or other outstanding costs and losses.

A joint tenancy can only be terminated if all of the tenants agree. An individual tenant cannot give notice to end their responsibilities for the joint tenancy alone. Should an individual tenant wish to leave the tenancy, a Change of Occupant must be applied for.

## ADDITIONAL PERSONS RESIDING IN THE PROPERTY

Prior to entering into any negotiations to commence tenancy, you must inform us if you wish to have any additional persons residing in the property, as this requires approval from the landlord. The additional persons include partners or spouses, family members, friends, colleagues, or children.

This declaration is a contractual requirement, which shall continue throughout the term of your tenancy, regardless of any change of your circumstances.

Failure to notify the landlord and obtain consent prior to the occupancy of any persons connected to you, may create a breach of your Tenancy Agreement with the landlord, the landlord's headlease agreement with the freeholder and fail to meet the possible licensing requirements implemented by the local council authority. If any such breach should result in penalty action against the landlord, you may be held liable by the landlord for remedy.

## CHANGE OF OCCUPANT

During the term of a joint tenancy, should a tenant decide to vacate with the consent of the landlord and the other joint tenants, the other joint tenants will be responsible for finding a replacement or terminating the existing tenancy and starting a new one with a reduced number of joint tenants.

Any new tenants must pass the referencing process, and in the case that the number of tenants is reduced, all existing tenants will have to be re-referenced at the new rental share amounts. The cost of referencing/re-referencing and the administration fee of changes to a tenancy will be payable by the tenants.

A change of occupancy or renewal for a further term may not be granted, if there is any outstanding rent or costs incurred due to a breach of contract by the tenant. At the end of the tenancy, any such amounts due will be deducted from the security deposit.

The allocation of the security deposit should be resolved between the joint tenants, including the existing and new ones. During the tenancy, Chase Evans will not release any of the security deposit or collect additional deposit from the new tenant. However, we will update the details of the new tenant with the relevant deposit protection scheme.

## BREACH OF THE TENANCY AGREEMENT

Both the landlord and the tenant are responsible for carrying out the promises they have made in the Tenancy Agreement. If the tenant defaults on the agreement, the landlord can hold them liable. Therefore, the landlord can charge the tenant for any damage caused by them, by either recovering the money from the security deposit or taking action against the tenant through the court for compensation. In some circumstances, the landlord will be entitled to bring the tenancy to an end and regain possession of the property by the court.

Your responsibility for complying with the Tenancy Agreement will continue until the agreement is terminated by mutual consent between the parties.

## RENTING WITH PETS

Should you have pets, it is your responsibility to inform the landlord and obtain consent, which will be included in the Tenancy Agreement. Although the landlord can reserve the right to prevent pets from the property, we will try to negotiate this between you and the landlord.

Insurance for property covering any potential damages caused by pets can increase the possibility of the landlord accepting your tenancy with pets. There may also be a pet licence requested by the local council authority and it is negotiable about who should be liable for the cost of such a licence.

Please note that some developments or buildings may prohibit pets.

## BUILDING RULES

Tenants need to comply with the rules and regulations of the building or the development.

For most new developments, residents can benefit from facilities, such as gym, swimming pool, spa, cinema room, and communal area. Tenants should follow the rules to ensure a good living experience for all the residents.

The building management may charge a fee for usage and/or an induction fee. Whilst we endeavour to ensure you are aware of all the costs involved in the renting process, the building management may alter or change these at any time. Hence, we advise you to confirm it with the concierge of the building.

All buildings are smoke-free, and therefore, smoking is strictly prohibited in the unit, including outdoor spaces such as balconies, and all communal areas.

## PARKING

For properties that include parking, you must adhere to all rules of the building. The landlord will not be held liable or responsible for any costs incurred due to your breach.

Where parking permits are required, a valid parking permit must be displayed throughout the tenancy.

# Before the Tenancy

## INVENTORY AND CHECK-IN REPORT

The Inventory and Check-in Report act as visual records of the condition of the property and the contents in the property prior to the tenancy. Therefore, these documents will be used as evidence at the end of the tenancy to determine if you should be held responsible for the damage (beyond fair wear and tear) and the corresponding deductions from your security deposit to compensate the landlord.

Where Chase Evans manages the property, we will arrange for an independent company to conduct the check-in at the beginning of your tenancy. The company will alert us to any minor repairs and maintenance that may be necessary.

We suggest you attend the check-in inspection in person for your interest, as your deposit return will be based on the comparison of records between the check-in report and the check-out report. If you are unable to attend, you should arrange for a third party to attend in your place and inform us in advance.

The landlord is responsible for the costs of preparing the inventory and carrying out the check-in and check-out inspections.

## PAPERWORK CHECKLIST

According to the legislation and regulations, the landlord/agent must provide you with the following information and paperwork:

- Contact details of the landlord (including name, address, and numbers)
- A copy of the Energy Performance Certificate
- A copy of the Gas Safety Certificate (if applicable)
- A copy of the Electrical Installation Condition Report
- The Government's 'How to Rent: the checklist for renting in England' guide
- Local authority licence (if applicable)
- Tenancy Agreement
- Inventory and Check-in report

Make sure you have the above documents at the start of the tenancy. Should any of these documents be outstanding, please contact us promptly.

## LEVELS OF SERVICE

Chase Evans offers three levels of service to landlords. As a tenant, you will be notified which level of service applies to your tenancy, so you can be aware of who you should contact regarding various matters.

**Let-only Service** – The landlord is responsible for all aspects of the tenancy. Therefore, you should liaise with the landlord directly, including paying rent, reporting maintenance issues, renewals, deposit returns, and other general tenancy queries.

**Letting & Rent Collection Service** – Chase Evans is responsible for finding you a home and collecting the rent. For all other aspects of the tenancy, you should liaise directly with the landlord. This includes reporting maintenance issues, renewals, deposit returns, and other general tenancy queries.

**Letting & Property Management Service** – Chase Evans looks after all aspects of the tenancy on behalf of the landlord. This includes paying rent, reporting maintenance issues, renewals, deposit returns, and other general tenancy queries. You should liaise directly with the dedicated property manager assigned to you at the start of the tenancy.

## RENTAL PAYMENTS

At the start of the tenancy, the tenant needs to set up a standing order for rental payment with the bank account details listed in Part II (page 13) of this guide. The payment date on the standing order mandate should be 3 days before the rent due date to ensure that the rent is received on time. The entire rent for the property must be paid from one account only and you should insert the QQ code supplied as the reference.

If a property is not managed by Chase Evans, the first month's rent should be paid to Chase Evans. Subsequent rental payments must be paid directly to the landlord.

If rent is paid in advance rather than monthly, any subsequent instalments will be due 70 days prior to the contractual due date.

For overdue payments, a 3.0% interest, the Bank of England base rate, will be charged for each day that the payment remains outstanding after 14 days. Failure to pay your rent on time may result in the landlord giving the notice to terminate the tenancy.

# During the Tenancy

## TENANT RESPONSIBILITIES

As a tenant, in addition to paying your rent on time, you are also expected to take care of the property and bills associated with it.

### COUNCIL TAX AND UTILITIES

The tenant is responsible for the payment of council tax and all utility charges at the property for the duration of the tenancy. Where applicable, you will need to open accounts directly with the local council and utility providers/utility management companies. If the utility management company cannot arrange billing directly with the tenant and bill the landlord instead, we will arrange for the tenant to be invoiced accordingly. Should you wish to change any of the existing utility providers, you must advise the landlord/agent of that change in advance.

**Council Tax** – You will need to contact your local authority/council to register for council tax. Chase Evans can direct you to the local authority.

**Electricity** – To find the electricity service provider please contact the Supplier Query Line on 0800 029 4285 or visit [www.ukpowernetworks.co.uk](http://www.ukpowernetworks.co.uk)

**Gas** – To find the gas service provider, please contact the Supplier Query Line on 0870 608 1524

**Energy** – Certain developments have a central Heat Interface Unit (HIU) that provides central space and water heating. As a tenant, this fee will be payable by you. If the development you are moving into is with this kind of system, we will provide you with full details.

**Water** – Water supply in London is normally served by Thames Water. You still can visit [www.water.org.uk/advice-for-customers/find-your-supplier](http://www.water.org.uk/advice-for-customers/find-your-supplier) to check just in case. To change your address with Thames Water, please contact 0800 980 8800. In some cases, the water bill is included in the service charge for the property and payable by the landlord. If so, Chase Evans will advise you on this.

**Telephone** – Where a previous tenant has failed to cancel their telephone line, you can either contact the line-takeover team of the certain provider or order a new line with your chosen provider.

**Television** – It is your responsibility to ensure that the property has a valid TV Licence, whether the television is supplied by you or the landlord. To apply for a TV licence, you can find more information at [www.tvlicensing.co.uk](http://www.tvlicensing.co.uk)

**Broadband** – Feel free to pick the broadband provider as you wish. At the end of your tenancy, you have to cancel it. If your provider needs to

drill for the installation, you should ask for permission from your landlord or agent.

### INSURANCE

The landlord is responsible for insuring the property and the contents belonging to the landlord. Your belongings and anything you bring into the property will not be covered by the landlord's insurance.

We strongly recommend you consider insurance for all your possessions, as well as the fixtures and fittings that you may be responsible for under the Tenancy Agreement. This can act as a form of protection for your deposit, should some accidental damage occur to the property.

Insurance policies for tenants can cover perils such as theft, fire and escape of water. Upon your request, we can introduce Paragon Advance, specialists in the lettings industry, to discuss your individual insurance requirements.

### KEYS

One full set of keys will be provided for each named tenant/permitted occupier, including fobs, swipe cards, and remotes. You should not have additional keys cut without the consent of the landlord/agent.

### REPAIRS AND MAINTENANCE

During your tenancy, it is your responsibility to promptly report any repairs or maintenance that may be required in the property. Where the property is managed, you should contact the Chase Evans maintenance team on **020 3869 2191** or email **[propertymanagement@chaseevans.com](mailto:propertymanagement@chaseevans.com)**. Otherwise please liaise with the landlord directly.

Once you have agreed to have repairs or maintenance carried out in your presence, you are obliged to keep the appointment. Otherwise, failure to do so will be considered as a breach of contract and you will be charged for the call-out.

You should not, under any circumstances, instruct any contractor directly to attend the property, as this could result in you being held liable for any costs incurred relating to the call out, and/or invalidating any warranties in place.

If the property you are about to rent is in a new-built development, the property is likely to be under an active warranty. In this case, we will instruct the developer's maintenance team to attend the property for any repairs or maintenance. Please note that developers and manufacturers are not in the same framework as us, so we cannot guarantee their lead time for dealing with reported issues, which can range from one to ten working days. However, Chase Evans will try our best to push for any matters under the guarantee to be resolved as soon as possible.

## TAXATION

All income generated from letting a property in the UK is subject to UK tax regulations, and all landlords, regardless of whether they are UK residents, must comply with these. In most cases, the taxation on rent should be declared to His Majesty's Revenue and Customs (HMRC) and paid by the tenant.

### STAMP DUTY LAND TAX (SDLT)

In accordance with Finance Act 2003, there is an SDLT chargeable if the rent for the whole fixed term of the tenancy exceeds £125,000. And it will be your responsibility to declare this to HMRC and pay the according tax.

### INCOME TAX FOR OVERSEAS LANDLORDS

A non-resident landlord is defined as a person who has a UK rental income and does not reside in the UK for more than six months in a tax year.

Where Chase Evans collects the rent on behalf of a non-resident landlord, we will take charge of calculating and deducting the tax to be paid to HMRC.

If you pay rent directly to a non-residence landlord, under the Taxation of Income from Land (Non-residents) Regulations 1995, you must retain tax on the rent and pay it to HMRC. To comply, you need to follow the steps below:

- registering for the Non-resident Landlord Scheme with HMRC within 30 days of the start of your tenancy
- paying HMRC the income tax on a quarterly basis 30 days prior to each tax quarter day (1 January, 1 April, 1 July and 1 October)
- completing the NRLY form and submitting it to HMRC
- completing the NRL6 form and supply the certificate to your landlord each year by 5 July
- keeping records and copies for 4 years

Chase Evans will notify you if your tenancy requires you to join the Non-resident Landlord Scheme. Further information can be found at [www.gov.uk/guidance/paying-tax-on-rent-to-landlords-abroad](http://www.gov.uk/guidance/paying-tax-on-rent-to-landlords-abroad)

## CHANGE OF CIRCUMSTANCES

If your circumstances change during the tenancy and/or you start to receive housing benefits (or equivalent), you should inform your landlord/agent immediately. Failure to notify a change in circumstances can result in receiving notice to terminate the tenancy.

## PROPERTY VISITS

If Chase Evans manages the property, we will carry out property visits periodically. The primary purpose of these visits is to identify any minor repairs or maintenance that may have become necessary.

We will provide you with a minimum 24-hour written notice of any intended visit. As part of our management service, Chase Evans should hold keys to your property, which will only be used to gain access if you are not present and have been notified beforehand.

In the case that we do not hold keys to the property, once you have agreed to have a property visit to be carried out in your presence, you are obliged to keep the appointment. Otherwise, failure to do so will be considered as a breach of contract.

Where we do not provide a full management service, the landlord will make arrangements directly with you for access to visit the property.

# At the End of the Tenancy

## RENEWALS AND NOTICES

Prior to the end of the tenancy, we will contact both you and the landlord about your willingness to renew the tenancy for a further fixed term.

Should both parties wish to renew, we will renegotiate the terms of the new tenancy between you and the landlord. You should make a firm decision promptly so that a new tenancy agreement can be prepared and signed prior to the renewal date.

Should the landlord not wish to extend the tenancy, a notice may be served upon you at least two months in advance, advising you of the date that you need to vacate the property. If you do not comply with the notice, the landlord may take possession proceedings against you.

Should you not wish to extend the tenancy, the tenancy will terminate at the end of the fixed term. If instructed by the landlord, the property will be put back on the market during the last two months of the term.

## NECESSARY WORK TO RESTORE

At the end of your tenancy, the property should be left clean and tidy, in the same condition and with the contents in the same location as at the start of the tenancy, and be ready for immediate re-occupation.

## PROFESSIONAL CLEANING

The property will only be considered professionally cleaned by the independent inventory company when no further cleaning is required to any areas of the property.

An end-of-tenancy cleaning will be necessary to carry out to avoid the possibility of a dispute regarding the deposit and any proposed deductions. We can recommend a cleaning company with which we have a long-standing relationship on request, whose standard of cleanliness is recognised by both the independent inventory company and Chase Evans.

If the cleaning is not up to a professional standard, cleaning companies (not introduced by us) will not be permitted to re-enter the property after the end date of your tenancy. Should any areas require further cleaning, we will instruct the cleaner mentioned above to complete this. You will be charged a call-out fee from your deposit accordingly.

The contact details of the cleaner are available upon request, as well as a cleaning specification.

## PERSONAL POSSESSIONS

All your personal possessions should be removed prior to the check-out inspection. We take no responsibility for any personal items left in the apartment after the conclusion of the tenancy. Furthermore, you will not be permitted to re-enter the property after the check-out has been completed. If any items are left in the property, you will be held liable for the cost of removal and charged a daily rate of rent for the additional days until large or bulky items that delay the start of a new tenancy are removed.

## CARRY OUT MINOR REPAIRS

Make sure you fix all the decorative damage such as small holes caused by picture hooks or screws unless you have permission to use them. If you paint any wall a different colour without the landlord's consent, you must return them to their original colour. If there is any light bulb not working as they are at the start of the tenancy, you need to replace them.

## INVENTORY AND CHECK-OUT REPORT

Chase Evans will arrange for an independent inventory company to check the property when the tenancy comes to an end.

The check-out will be conducted against the inventory which is carried out at the start of the tenancy. Each item on the inventory will be checked and any changes will be noted. You will be provided the check-out report along with the working inventory as soon as possible. They will list all significant variations to the property that have occurred during the tenancy. Should the report detail any items either missing or broken, you may be charged for the repair or costs to replace them. The landlord will expect you to hand over the property in the same condition as when you check in. Fair wear and tear will be taken into consideration.

## FINAL RENT AND DEPOSIT

We are not able to deduct any rental payments from your deposit. If your final rent is less than the normal monthly rent, your final payment will be calculated in this way – monthly rental amount multiplied by 12, divided by 365, and then multiplied by the number of days outstanding. This must be paid to us by the normal rent due date. Please note that you will be charged for a full day's rent for the final day of your tenancy. Any overpaid rent will be refunded to you after you have vacated the property.

In addition, you need to contact your bank to cancel your standing order. Should we have to return overpaid rental monies to you, you will be charged an administration fee for every overpayment received by us.

Once the check-out has been completed, a copy of the report will be sent to the landlord. The landlord will then assess if any deductions need to be made from your deposit. We will refund your deposit by BACS transfer with the authority and on behalf of the landlord. Should the deposit be both protected and held by a Tenancy Deposit Protection (TDP), it is your responsibility to contact the TDP to arrange for the deposit to be returned to you.

For joint tenants, the landlord may choose to pay the remaining deposit to one of the joint tenants or split it between all joint tenants at the end of tenancy. It is tenants' responsibility to decide how to allocate the returned deposit.

## **MOVE OUT**

Before you move out, you need to complete the following steps.

### **RETURN KEYS**

At the end of the tenancy, you must hand all keys (including fobs, remotes, permits, and utility cards/keys) back to the landlord/agent. If any of the above are not returned, you will be charged for the cost of changing any locks and keys. Under no circumstances you can change the locks without the permission of the landlord, which will be considered a breach of the Tenancy Agreement.

### **NOTIFY UTILITY COMPANIES**

The final meter readings will be taken at the check-out inspection. It is your responsibility to notify all relevant utility companies of the date that you will vacate, pay the final bills and close your utility account. You should also provide them with the details of your forwarding address.

### **CHANGE OF ADDRESS**

Please provide us with your forwarding address in writing. It is your responsibility to redirect your post from the address you are leaving. Chase Evans takes no responsibility to forward the post to you after you have vacated the property, and you will not be allowed to go back and collect the post.

# Chase Evans Information

## **PRIVACY**

At Chase Evans, we are committed to safeguarding our clients' privacy. We only collect the information necessary to provide you with the services, products, offers, or information that you have requested. Personal information of both the landlord and the tenant will be retained by the agent, along with present and future addresses, in addition to other contact details for each party which may be provided to each other, utility suppliers, the local authority, authorised contractors, any credit agencies, reference agencies, legal advisers, debt collectors or other relevant parties.

Our privacy policy can be found at <https://www.chaseevans.co.uk/privacy-policy> or requested from:

### **The Data Controller**

Chase Evans Residential Ltd  
Strata Tower  
10 & 12 Walworth Road  
London SE1 6EE  
E: [datacontroller@chaseevans.com](mailto:datacontroller@chaseevans.com)

By submitting your information, you consent to its use as set out in our privacy policy. If at any time you wish your personal details to be amended or removed from our records, or you have opted in and no longer wish to receive certain information, you can either email or write to us at the above address.

## **COMPLAINTS**

Chase Evans is a member of the Property Ombudsman Scheme – membership number is T02100.

We are committed to providing the highest standards of service to all of our clients and customers. Should you have any problems with our service, you can refer to our complaints procedure which can be found at <https://www.chaseevans.co.uk/complaints> or requested from:

### **The Customer Services Manager**

Chase Evans Residential Ltd  
Strata Tower  
10 & 12 Walworth Road  
London SE1 6EE  
E: [customerservice@chaseevans.com](mailto:customerservice@chaseevans.com)

## Part II: Move-in Monies

The balance of all monies must be received by us as cleared funds 48 hours prior to your move-in date. If your deposit is being paid by a third party, you must inform us and provide their details as you will not be able to move in until we have that information.

### ACCEPTABLE METHODS OF PAYMENT

#### UK and EU Debit Card

Payments can be online via our Secure Link or Tenant's Portal, details of which will be sent to you on request. Company credit/debit cards are subject to a surcharge of 2.5%. These may take 4 working days and must be made 5 working days prior to your move-in date.

#### Bankers Draft

These must be received at least 7 working days prior to your move-in date.

#### Bank Transfer

Payments made by normal bank transfer may take 3 working days and must be made 5 working days prior to your move-in date.

#### International Transfer

Payments made by international transfer may take up to 7 working days and must be made 10 working days prior to your move-in date.

#### Chaps Transfer

These are same day transfers if made before 12:00 p.m. However, these would not be considered cleared until the following working day, and therefore, must be made 3 working days prior to your move-in date.

**Note: We do not accept cash or cash deposits or payment by credit card/non-EU debit card.**

### ACCOUNT DETAILS

Acct. Name: Chase Evans Residential Ltd. Clients A/C  
Acct. No.: 95735968  
Sort Code: 60-80-08

Bank Address: National Westminster Bank Plc  
Law Courts, Temple Bar Branch  
PO Box 10720  
217 Strand  
London  
WC2R 1AL

The following may be requested for international transfers:

IBAN: GB59NWBK60800895735968  
SWIFT: NWBKGB2L

### VALUE ADDED TAX (VAT)

VAT is chargeable at the prevailing rate (currently 20%). This rate may change from time to time and the total cost will change accordingly. All fees contained within this agreement are shown inclusive of VAT.

**Please make sure that all payments are clearly referenced with your surname and the unique QQ code that will be supplied to you by Chase Evans.**

### MOVE-IN MONIES REQUIRED

Property Address

Postcode



### DEADLINE FOR AGREEMENT

Move-in Date

Term (Months)

Break Clause

Agreed Rent Per Week £

Rent per week £

Rent to be paid £  
in advance

Equivalent to

calendar month's rent

Deposit

£

Equivalent to

weeks' rent

Other costs

£

Total

£

Less holding deposit

£

Balance to pay

£

## Part III: Declaration

**I confirm that I have read and understood these guidelines.**

Signature:

Date:

Print Name:

**I confirm that I have read and understood these guidelines.**

Signature:

Date:

Print Name:

**I confirm that I have read and understood these guidelines.**

Signature:

Date:

Print Name:

**I confirm that I have read and understood these guidelines.**

Signature:

Date:

Print Name:

## OFFICES

### Strata Tower SE1

Head Office & Property Management  
T: +44 (0)20 3869 2191  
E: headoffice@chaseevans.com

### Canary Wharf Office

T: +44 (0)20 7515 1000  
E: canarywharf@chaseevans.com

### City & Aldgate Office

T: +44 (0)20 7247 3888  
E: city@chaseevans.com

### Docklands Office

T: +44 (0)20 7510 8444  
E: docklands@chaseevans.com

### Elephant & Castle

T: +44 (0)20 3869 2888  
E: elephantandcastle@chaseevans.com

### Greenwich Office

T: +44 (0)20 8853 8979  
E: greenwich@chaseevans.com

### Pan Peninsula Office

T: +44 (0)20 7536 7900  
E: panpeninsula@chaseevans.com

### Singapore Office

T: +65 6622 5570  
E: singapore@chaseevans.com.sg

### Hong Kong Office

T: +852 3975 2970  
E: hongkong@chaseevans.com.hk

### Kuala Lumpur Office

T: +603 2169 6174  
E: malaysia@chaseevans.com.my

### Dubai Office

T: +971 4 3197854  
E: dubai@chaseevans.ae

### Coming Soon

#### Nine Elms Office

T: +44 (0)20 3869 0388  
E: nineelms@chaseevans.com



