

INFORMATION FOR PROSPECTIVE TENANTS (AST)

CJ01/23V18

SUBJECT TO CONTRACT, SATISFACTORY REFERENCES AND RIGHT TO RENT

Before you sign any paperwork, you must make sure you know and understand the contents of the document you are signing. It there is anything you do not understand please ask either your local lettings team or seek legal advice from a solicitor or Citizens Advice before you sign.

The document refers to an Assured Shorthold Tenancies (AST) where the annual rent is less than £100,000, the Tenant is a private individual, the property is the Tenant's main home and the Landlord is not resident at the property.

For Non Housing Act tenancies (NHA) where the tenancy is not an AST please request the Information for Prospective Tenants for Non Housing Act tenancies as different terms and charges apply.

MAKING AN OFFER: When you have found a property you would like to rent we will put forward the offer to the Landlord. If you would like to make an offer via our website please click on 'Make Offer' on the individual property page. A member of our team will then contact you. Alternatively contact the branch and we will assist you. Please specify any requests or conditions attached to the offer you are making as these will be included in the tenancy agreement if agreed by the Landlord. Please note that pets are not automatically permitted in a property and must be agreed as part of the offer.

Any offer will remain 'subject to contract' until the Landlord has approved the references, we have confirmation of cleared funds, the tenancy agreement has been signed by all parties and dated, the Right to Rent for all Tenants is confirmed and the property is vacant and ready to be moved into.

Please follow the link to view a copy of a Carter Jonas standard AST agreement: [CJVIEW.ME/AST](#). In some instances a Landlord may have their own tenancy agreement and will provide a copy on request.

You may be asked to provide information which supports you to carry out a reference check such as:

- Bank statements to assess income
- A Reference from a previous landlord (where applicable)
- Proof of address history
- Details of current employer

Please be aware of the following:

PERMITTED PAYMENTS: In accordance with the Tenant Fees Act 2019 the following are permitted payments for AST tenancies:

- Rent
- A capped refundable Holding Deposit
- A capped Tenancy Deposit
- Payments in the event of a default
- Payment in the event of loss of keys
- Payment on a variation, assignment or novation of a tenancy
- Payment on early termination (surrender) of a tenancy
- Payment in respect of Council Tax and utilities (gas or other fuel, electricity, water or sewage, television licence and communication services)
- Green deal charge (if applicable)

RENT: Rents are advertised weekly or monthly but will be payable monthly, quarterly, biannually or annually in advance.

HOLDING DEPOSIT: We will take a Holding Deposit of one week's rent to reserve a property whilst reference checks and preparation for a tenancy agreement are undertaken. Please note the Holding Deposit does not fall under the deposit protection schemes of the Housing Act 2004.

A Holding Deposit can be held for up to 15 calendar days; this is known as the Deadline of Agreement. From taking the Holding Deposit, the tenancy agreement must be entered into (signed by both parties and dated) before the Deadline of Agreement. If the start date of the tenancy is after the Deadline of Agreement we will ask you to sign a separate extension agreement to enable us to process the tenancy and show your commitment to the property.

Payment of the Holding Deposit does not oblige the Landlord to let the property to you, nor does it commit the Landlord to grant a tenancy or form an offer of a tenancy to you.

Retaining the Holding Deposit: we can retain the holding deposit if:

- the Tenant fails the Right to Rent check regardless of when the deposit was accepted.
- the Tenant provides false or misleading information to the Landlord or letting agent, which the Landlord is reasonably entitled to consider in deciding whether to grant the tenancy because this materially affects their suitability to rent the property.
- the Tenant notifies the Landlord or Letting agent before the deadline for agreement that they have decided not to enter into a tenancy agreement.
- the Tenant fails to take all reasonable steps to enter into a tenancy agreement including failing to respond in a timely manner to any reasonable request for clarification or additional information in relation to their application.

Repaying the Holding Deposit: we will repay the Holding Deposit if:

- the Landlord and Tenant enter into a tenancy agreement (we will ask for your agreement to deduct the equivalent sum from the First Rental Payment).
- the Landlord decides before the deadline of agreement not to enter into a tenancy agreement for reasons unconnected with those detailed in 'Retaining the Holding Deposit' above.

- the Landlord and Tenant fail to enter into a tenancy agreement before the Deadline of Agreement.

Any repayment of the Holding Deposit will be made in full by Carter Jonas by bank transfer through our Accounts Department and not by the local office.

MONETARY DEPOSIT: A Monetary Deposit will be payable on the signing of the tenancy agreement. For the duration of your Tenancy the Monetary Deposit will be held by either Carter Jonas or the Landlord in accordance with a Tenancy Deposit Scheme.

The Monetary Deposit is held as security against any unpaid bills, non-payment of rent, damage caused to, the property during the duration of the tenancy.

For ASTs, if the total annual rent for the property is less than £50,000 per annum, the Monetary Deposit will be five weeks' rent. If the total annual rent is above £50,000 per annum, the Monetary Deposit will be six weeks' rent.

The Monetary Deposit, if held by Carter Jonas, will be registered with the Tenancy Deposit Scheme. The Tenancy Deposit Scheme (TDS) is a government backed accredited protection scheme which aims to resolve deposit disputes quickly and efficiently. A certificate of the deposit registration will be sent to you within 30 days of the Monetary Deposit being paid or the tenancy commencing. The Monetary Deposit must be paid in cleared funds prior to the commencement of the tenancy. Please note interest is not payable on the Monetary Deposit.

OFFER AGREED: Once the Landlord has accepted your offer, Carter Jonas will prepare the tenancy paperwork which includes:

REFERENCES: Carter Jonas will apply for references on behalf of the Landlord using a credit referencing agency. The agency will make extensive use of public and other data about you to validate the information which you provide, and this may include the use of fraud prevention databases. Full details of this process will be explained to you via the agency's own privacy notice. Typically the referencing agency will require you to have an income of 2.5 or 3 times the rent. A bank reference, employment reference and/or accountant's/solicitor's/personal reference will generally be obtained and forwarded to the Landlord for approval. We may also ask you to provide proof of this information prior to applying for references. References should be completed within 3 working days otherwise you may risk forfeiting the cost of the references from your Holding Deposit. Your application to rent the property may be unsuccessful if you fail to satisfy the reference criteria and we will be unable to proceed.

GUARANTOR: A Landlord may request a Guarantor if he/she is not satisfied with the references supplied. The Guarantor must be UK based and somebody who will guarantee payment of the rent and any other liabilities under the Tenancy. Typically the Guarantor will need an income of at least 3 times the rent to pass. References will be taken on the Guarantor as though they were renting the property. We may ask your Guarantor to provide proof of this information prior to applying for a reference.

IDENTIFICATION: You will need to bring in two forms of ID one of which must show a photograph. A passport can be accepted on its own however a driving licence will need to be supported by an *additional* form of ID e.g. a birth certificate (please ask the office for further acceptable supporting documents). The second form of ID should be a bank statement or utility bill showing your current address dated within the last 3 months. We are unable to accept mobile phone statements.

RIGHT TO RENT: In accordance with the Immigration Act 2014 you will be asked to provide appropriate documents to demonstrate your Right to Rent in England. For further information please refer to the following link [Right to rent in the UK - GOV.UK \(www.gov.uk\)](#)

THIRD PARTY PAYMENT OF A MONETARY DEPOSIT FOR AN AST: If a third party is paying the Monetary Deposit on your behalf please could you advise us in writing, as in accordance with deposit protection legislation we are required to provide them with documentation in relation to the protection of the Monetary Deposit.

TENANCY AGREEMENT: Carter Jonas will provide our standard tenancy agreement or, where applicable, our Landlord's own version, including any special clauses. Please note that this is a legally binding agreement between you and the Landlord and we strongly recommend that you take independent legal advice.

The tenancy agreement may be sent to you for digital signature. You will need to initial the bottom of every page and sign where indicated.

The Monetary Deposit and any additional payments due are payable on the signing of the tenancy agreement. You will be in breach of the agreement if the monies are not paid on signature. Once the agreement is also signed by the Landlord it will become legally binding. This means that you will be bound by the terms of the tenancy agreement. Until this time the terms of the tenancy agreement can be subject to change. If there are any variances between the Information for Prospective Tenants document and the Tenancy Agreement, the terms of the tenancy agreement will prevail.

CHANGES TO A TENANCY AGREEMENT: Carter Jonas will charge a Permitted Payment of £50 including VAT for any changes to the tenancy agreement once it has become legally binding.

EARLY TERMINATION (SURRENDER) TO A TENANCY AGREEMENT: Where an early termination (surrender) to a tenancy agreement is agreed by the Landlord, Carter Jonas will provide details of the costs payable by the Tenants.

STATEMENT OF MONIES: This is an invoice detailing the initial monies due on the signing of the tenancy agreement and include the First Rental Payment and the Monetary Deposit. We are unable to release keys until all funds have cleared. For your information the Carter Jonas bank details are:

Bank Account: Carter Jonas LLP Residential Lettings
 Clients Account No 2
Bank Name: Barclays Bank
Account Number: 80123196
Sort Code: 20-67-45

Under the RICS rules we are required to advise you that the monies requested will be held in the above non-interest bearing account until such time as your tenancy starts.

PAYMENT OF RENT: Payment can be made by Bank Transfer or Debit Card and cleared funds are due on the signing of the Tenancy Agreement. Please note that we do not accept payment by Credit Card.

PAYMENT OF RENT TO OVERSEAS LANDLORDS: If the Landlord is not resident in the UK for a period of more than six months in any tax year and you are paying rent directly to the Landlord, you may be liable to deduct basic rate tax from the Rent and remit the payment to His Majesty's Revenue and Customs ("HMRC") on a quarterly basis. Further information can be obtained from the website at www.hmrc.gov.uk or your local HMRC Enquiry Office.

LATE PAYMENT OF RENT: A default fee of 3% over the Bank of England base rate will be charged for late payment of rent where the rent has been outstanding for 14 days or more. The fee is charged from day one as per the tenancy agreement.

GAS SAFETY CERTIFICATE (GSC): If applicable, in accordance with the Gas Safety (Installation and Use) Regulations 1998, a Gas Safe registered engineer will check all the gas appliances, installations, flues and pipe-work and will issue a certificate. The GSC is carried out annually and a copy will be provided to you by your Landlord within 28 days of the certificate being carried out.

ENERGY PERFORMANCE OF BUILDINGS (CERTIFICATES AND INSPECTIONS) (ENGLAND AND WALES) REGULATIONS 2007: A prospective Tenant of a residential property must be provided with an Energy Performance Certificate (EPC) free of charge. EPCs must be provided by accredited energy inspectors and last for 10 years.

ELECTRICAL SAFETY STANDARDS IN THE RENTED SECTOR (ENGLAND) REGULATIONS 2020: The regulations came into effect on 1st June 2020 and a prospective Tenant of a residential property should be given a copy of an electrical safety inspection report before they occupy the property.

INVENTORY MAKE AND CHECK IN: An inventory check in may be arranged where possible with an independent inventory clerk. An inventory details the contents and the condition of the property and you will receive a copy for your approval and retention. At the end of the tenancy a check out should be undertaken and any disputes about the Monetary Deposit at the end of the tenancy will be resolved by reference to the inventory.

KEYS, SECURITY DEVICES OR FOBS: We will arrange a suitable time for you to either collect the keys (including any security devices or fobs) from our offices, or meet at the property during the inventory check in. Where possible, a minimum of two sets of door keys will be provided to you. We will ask you to sign a key receipt. If you misplace any keys, security devices or fobs during your Tenancy, please contact the Landlord or Carter Jonas immediately. You will be liable for the cost of the replacement.

UTILITIES, COMMUNICATION SERVICES, TV LICENCE AND COUNCIL TAX: Once you have moved into your chosen property you will be responsible for contacting the utility and communication service companies and arranging for all accounts to be transferred into your name. Utilities means electricity, gas or other fuel, water or sewage. Where Carter Jonas are advised by the Landlord that there is a Green Deal in place at the property, details will be provided and a relevant clause inserted into the tenancy agreement. By law you are required to have a valid TV Licence if you use or install a television. For further information please refer to www.tv-l.co.uk.

INSURANCE: You are responsible for insuring your own personal possessions as these will not be included under your Landlord's insurance policy. To help you find the right policy you may wish to contact One Broker who provide specialist insurance for tenants, you can contact them by visiting www.onebroker.co.uk

STAMP DUTY LAND TAX: Payment of any Stamp Duty Land Tax (SDLT) that might be due on a Tenancy Agreement is solely your responsibility as Tenant. This is a legal obligation and HM Revenue and Customs may impose fines or penalties for failure to comply. The current Threshold is £125,000 per year. More information and guidance can be obtained from <https://www.gov.uk/stamp-duty-land-tax>.

MANAGEMENT OF THE PROPERTY: If Carter Jonas is responsible for the management of the property, we will look after all maintenance issues you may have during the tenancy. If your Landlord, or their agent, has chosen to manage the property, they will be responsible for all the maintenance issues. Please be aware that the standard of service may differ from Landlord to Landlord, and from the managed service provided by Carter Jonas. Where the Landlord or their agent has chosen to manage the property, your relationship will be directly with the Landlord or their agent, and Carter Jonas will not have any involvement once you move into the property. We will provide you with the contact details of the person or agent who will be responsible for the management of the property during your tenancy prior to the start of the Tenancy.

REFERRALS: From time to time, we may introduce third parties offering services which may be of interest to you. These referrals may generate a commission or gift which we will accept for our benefit without reference to you, provided your interests are not adversely affected. This introduction is not an endorsement of these third parties.

COMPLAINTS HANDLING PROCEDURE: Carter Jonas are members of The Property Ombudsman Scheme and are proud of the quality of service we provide to all our clients, Tenants and contacts. There will however be occasions when someone feels they have cause for complaint. Should you have a grievance or concern, your first step should be to contact

your Letting Agent at Carter Jonas or to Lisa Simon, Partner and Head of Residential Division, Carter Jonas, One Chapel Place, London W1G 0BG lisa.simon@carterjonas.co.uk. We hope that any misunderstandings or difficulties can be easily and quickly resolved by us without recourse to a formal procedure. If you remain dissatisfied you can escalate your complaint by referring to our complaint's procedure which can be found at www.carterjonas.co.uk/complaints-procedure.

MONEY LAUNDERING REGULATIONS: We are registered with HMRC for the purposes of anti-money laundering regulation and comply with all current anti money laundering legislation in the UK. We are obliged to confirm the identity of the parties to the Tenancy Agreement and we use a third party electronic verification system to complete the necessary checks. You will be asked for evidence of your identity and residential address to enable these checks to be completed.

DATA PROTECTION: Carter Jonas is committed to your privacy and will manage your personal data in accordance with our Privacy Policy which can be found at www.carterjonas.co.uk/policies. You are advised that we may share your personal data with associated parties including, but not limited to: a reference agency to enable the referencing process to proceed; the Landlord or their Managing Agent to facilitate the tenancy, the Tenancy Deposit Scheme (AST only) a Monetary Deposit replacement provider if a Monetary Deposit replacement product is chosen (where you have consented to this), approved contractors, utility and media providers and facilitators and the Local Authority.

If you have any questions about the use of your personal data please contact the relevant office of Carter Jonas without delay. By providing Carter Jonas with the following email addresses:

Tenant:

Tenant:

Tenant:

Tenant:

You are agreeing that we may provide the tenancy documentation to you in an electronic format. Should you wish to receive a hard copy, please tick here:

CYBER SECURITY: There is an increasing risk of cybercrime and fraud including alleged changes to bank details, illegal scams and hacking of emails. We advise you to remain vigilant at all times since Carter Jonas cannot accept liability for payments made to an incorrect account. Please check payment details carefully and contact us if you are unsure. You should not share any sensitive information unless you are certain of the recipient's identity. You may wish to refer to our Cybercrime Alert Notice on our website at www.carterjonas.co.uk.

I/We confirm that I/we accept and agree to the above information and sign for the whole Tenancy or any extension of it. We strongly recommend that you take independent legal advice before signing this document or any other document you are presented with during the course of the Tenancy application.

Property address:

Address line 1:

Address line 2:

City/Town:

County:

Rent(£):

Holding Deposit (£)*:

*I agree that the equivalent sum of the above Holding Deposit can be deducted from the First Rental Payment

Yes No

Deposit(£):

Proposed Start Date:

Proposed Term:

Have any of the tenants got CCJs or adverse credit? Yes No

Have any of the tenants been declared bankrupt? Yes No

Do any of the tenants have a criminal record? Yes No



Independent Redress provided by

If yes, please provide details:
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Are any of the tenants receiving Universal Credit? Yes No
.....

Signed (by proposed Tenant/s)

Full Name:

Nationality: Signed:

Full Name:

Nationality: Signed:

Full Name:

Nationality: Signed:

Full Name:

Nationality: Signed:



Independent Redress provided by

