

RENTING THROUGH BRETT PROPERTY LTD – GUIDANCE NOTES & FEES

Further guidance and information can be found by visiting www.rentsmart.gov.wales/en/ and accessing Tenant's Guide under the Useful Downloads tab.

Once you have viewed a property and made the decision to rent, you will need to complete our application forms and credit check declaration. We will then discuss your application with the Landlord and request permission to proceed. Once we have permission from the Landlord to process with your application, we will request a holding deposit which is a maximum of one week's rent. During the application process, the checks that we will carry out are as follows: character reference, landlord reference (if applicable), employment reference or source of funds and credit. All joint tenants who will be living in the property must also complete these forms. **A separate Right To Rent Check form must be completed for each prospective occupier and attached to the Tenancy Application Form** (Under the Immigration Act 2014 landlords are required to carry out immigration checks on all adult occupiers to ensure they have a right to rent in the UK). If applicable, guarantors must complete separate forms. You will be entering into an assured shorthold tenancy agreement with a minimum duration of 6 calendar months.

In addition to the above, the information required on the application form is: full name, contact details, previous address(es), next of kin, bank details and any special conditions, for example, permission for a pet.

In processing your tenancy application, we shall be required to process and store personal information on your behalf, and liaise with credit referencing agencies and your Landlord. We shall make every effort to keep such information safe and secure. Once you have moved into the property, it may occasionally be necessary to share contact information with trusted contractors (for example to arrange access for maintenance work), utility companies and other related parties. We will not divulge or pass on your details to any third party for marketing purposes without prior approval, unless this is necessary to comply with a statutory obligation.

Please complete the application forms accurately and truthfully, making sure that you have definitely decided to rent the property. In certain circumstances, such as the provision of misleading information, or not proceeding with the tenancy agreement, or failing to take reasonable steps to enter the tenancy agreement, the holding deposit may be forfeit. When we receive the completed application forms, the Landlords approval and the holding deposit, the property is then reserved, pending completion of the application process.

A landlord may accept a guarantor for any applicant who is unable to provide satisfactory credit references or is not in full time employment. The guarantor is usually a close associate or member of the applicant's family, who is of sufficient means to provide suitable financial guarantees. The prospective guarantor is expected to complete application forms containing character reference, employment reference or 3 months bank statements to show they have sufficient funds coming in to cover the rent, should the prospective tenant not be able to pay monies that are due. Also, they will be required to provide identification documents and written permission for a credit check to be carried out. The nominated guarantor will be required to sign a legally binding document, which could make him/her liable for the tenants obligations under the tenancy agreement. This may make the guarantor liable for the rent for the full term of occupancy, as well as the cost of any damage, if the tenant breaches the terms of the tenancy.

Once the referencing and credit checks are successfully completed, we prepare the Tenancy Agreement, complete a check-in report detailing the condition of the property, take photos and an inventory of contents.

Prior to occupancy, a payment is required of the first month's rent and the bond deposit. Once this payment is received, the Tenancy Agreement is signed by all applicants, together with a standing order for future rent payments and keys are released. Please ensure there are cleared funds available, as keys cannot be released without payment showing as cleared funds in our account.

We will provide the check-in property report and inventory for you to sign and date each page and return to the Brett Property Ltd office within seven days. We also notify the council tax department, read the meters and notify utility companies that you are the new Tenants of the property. We also issue bond deposit protection certificates with the prescribed information for Tenants. Bond deposits are protected with mydeposits.co.uk (a government approved protection scheme).

Most of the properties advertised are managed by Brett Property Ltd. 1 Orion House, Nelson Quay, Milford Haven, SA73 3AZ. If you have any issues, please call us on 01646663951 or email us info@brettproperty.co.uk. If we do not manage your property, you will be given the contact details for the landlord at the beginning of your tenancy.

At the end of the fixed term period of the Tenancy Agreement, or if the tenancy becomes periodic and you wish to give notice, please be aware that we need a full clear month's notice ending on the day before the tenancy day. For example, if your tenancy day is the 5th of the month, you need to give notice in writing or by email on or before the 4th of the month prior to leaving.

When vacating, please ensure you leave the property clean and tidy. If necessary, we will arrange for the property to be cleaned and the cost deducted from the bond deposit before returning to you.

Further Information for Tenants: Properties in Wales

(This information does not apply to company or commercial lets. Please contact the agent for more details)

In addition to paying rent monthly in advance for the property, you **may** also be required to make the following permitted payments :

Before the tenancy starts

- Holding deposit (One week's rent) – single payment per property
- Security deposit (Normally monthly rent amount plus £100)

The Renting Homes (Fees etc.) (Wales) Act 2019 permits certain fees/charges to be made where a tenant has defaulted on or breached their obligations under their Tenancy Agreement.

During the tenancy

- Payments in default such as :
 - Late payment of rent - Chargeable from 14 days arrears calculated on the interest at 3% above Bank of England base rate on the late payment of rent for each day that the payment is outstanding.
 - A breach of the tenancy agreement up to the prescribed limit - To pay any actual charges incurred as a result of the Tenant's occupation (such as lost keys, or alarm codes), unless authorised either explicitly by the Landlord, or required to fulfil the Landlord's repairing obligations.
- Utilities – gas, electricity & water
- Communications – telephone & broadband
- Installations of cable/satellite
- Subscription of cable/satellite supplier
- Television licence
- Council tax
- To pay the actual costs of the Landlord or his Agent where the Tenant requests early termination of the tenancy. These actual costs will not exceed the total amount of rent outstanding, at the final date of early termination.
- Any other permitted payments under the Renting Homes (Fees etc.) (Wales) Bill and regulations once enacted.

Tenant's protection

Brett Property Ltd is a member of UKALA CMP, which is a client money protection scheme and also a member of The Property Redress Scheme. We are a licensed agent with Rent Smart Wales.

These are guidance notes only and do not constitute full terms and conditions, or represent a contract between any parties. A letting contract or agreement must be signed by all parties and until this has taken place, no tenancy exists.