

## NOTES AND TERMS FOR PROSPECTIVE TENANTS

**To Secure a Tenancy** To secure a tenancy we ask for a **holding deposit**. This will be the equivalent of 1 week's rent. This secures your interest in the property while we are taking up references. It is non-refundable should you decide not to take the tenancy, fail the right to rent checks, provide false or misleading information, or fail to provide information needed to carry out checks within 15 days. The holding deposit should be made by BACS payment to our bank account: **Morgan Aps Sales & Lettings Client Account, 20-98-61, 70075051**.

**Length of Tenancy** The length of the tenancy will be agreed in advance and usually for a minimum period of six months. This is a binding contract for the full period of the tenancy. Another tenancy may be offered at the end of the term.

**References** We require references, together with proof of identity in the form of photo ID such as a passport or driving licence as well as a utility bill or council tax bill in the name of the prospective Tenant at their current address, from each person named on the Tenancy Agreement. We use a professional referencing company to carry out the referencing. We cannot proceed with your reference application until we have received the holding deposit. All information provided by prospective Tenants must be true at the time of reference and no information is to be omitted that would potentially alter the outcome of the reference. Ground 17 of the Housing Act applies.

**Rent** The rent is payable in advance; therefore, the first month's rent will be due on or before the date the tenancy commences. This should be paid by BACS transfer. Thereafter the rent is due as cleared funds on or before the monthly anniversary of the commencement date by standing order unless agreed otherwise as set out in the Tenancy Agreement.

**Pets** In the event that pets are accepted at a property, an additional £20 per pet will be charged per calendar month

**Security deposit** Throughout the tenancy a deposit the equivalent of 5 weeks' rent is taken. Information regarding the Deposit Scheme will be clearly set out in the Tenancy Agreement. The deposit will be returned to the Tenant at the end of the tenancy subject to satisfactory checks at the end of the tenancy and there being no breaches of contract.

The circumstances when all or part of the deposit may be retained by the Landlord by reference to the terms of the tenancy are set out in the Tenancy Agreement. No deduction can be paid from the deposit until the parties to the Tenancy Agreement have agreed the deduction, or an award has been made by approved deposit scheme or by the Court.

**Schedule of Condition and Inventory** This is prepared immediately prior to the commencement of the tenancy and supplied to the Tenant. It should be carefully checked, and any discrepancies notified immediately to the Agent. Charges may be made from the deposit if items are missing or found soiled or dilapidated at the end of the tenancy. The usual fair wear and tear will not be discriminated against.

**Services** The rent is exclusive and the Tenant is responsible for all services to the property, and the Council Tax. It is the Tenant's responsibility to contact all the service companies to confirm they accept these charges from the commencement of the tenancy and to ensure uninterrupted delivery of the services. If the property is "managed", Morgan Aps Sales & Lettings will inform all utility providers and the council of the Tenant's contact details via a facilitator, One Utility Bill Limited, whose privacy policy can be viewed here: <https://oneutilitybill.co/policies/privacy-notice/>. They will be given Tenants' telephone numbers and email addresses and will try to make contact to inform them of their utility suppliers; the Tenant does not have to stay with the incumbent energy suppliers but must inform Morgan Aps Sales & Lettings of any change in supplier. At the end of the tenancy, the Tenant's forwarding address, email address and contact telephone number will be given to the utility providers and the council.

**Insurance** The Landlord’s buildings and contents are insured; there is no provision, however, that covers the Tenant’s own possessions. It is a condition of the Tenancy Agreement that the Tenant has adequate insurance in place to cover Tenant’s liability and accidental damage for the fixtures and fittings belonging to the Landlord.

**Inspection visits** The Agent will visit all managed properties at least once during the first 6 months of term of the tenancy and thereafter at least every 6 months. If there is maintenance work to inspect or if at any time the Agent has cause to consider that the property is not being well cared for then these visits will be repeated on a more frequent basis. Notice of these visits will be given and the Tenant is required to afford access to the Agent.

**Renewals** At the end of a fixed term tenancy, if a Landlord is happy to renew and with agreement from both Landlord and Tenant, renewal can take the form of either a rolling month to month contract (Statutory Periodic Tenancy) or another fixed term tenancy (Assured Shorthold Tenancy).

**Termination of Tenancy** Where a Tenant wishes to terminate their fixed term agreement at the end of the fixed term the Tenant must give written notice to the Landlord or Landlord’s Agent two months before the end of the fixed term. Where a Tenant wishes to terminate a statutory periodic tenancy, the Tenant is required to give one month’s written notice on the anniversary date of the tenancy to the Landlord or Landlord’s Agent to terminate the tenancy. Once notice has been given to end a tenancy the Agent will advise on the leaving procedures. Where a property is to be re-let, the Landlord or Morgan Aps Sales & Lettings will require access to the property to show it to applicants.

**Tenant Fees**

Fee Description	Gross (incl VAT)	Net (excl VAT)
Replacement keys or other security devices	£ at cost	£0
Agent time/fuel costs	£24	£20
Late rent payment (from date payment is missed)	3% over Bank of England base rate	
Variation, assignment or novation of tenancy requested by tenant during tenancy	£50	£41.67

I have read and accept the above:

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Signed (all named Tenants)

Website [www.morganaps.co.uk](http://www.morganaps.co.uk) Telephone 01905 384848 Email [info@morganaps.co.uk](mailto:info@morganaps.co.uk)

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Morgan Aps Sales and Lettings LLP has membership of a number of organisations for the protection of clients including the Propertymark Client Money Protection scheme, the Property Redress Scheme and the Tenancy Deposit Scheme; the partnership is also registered with HMRC for anti-money laundering purposes and the ICO for data protection.



*\*All information contained within this brochure is correct at time of going to print (June 2019)*