

# **Application For a Property**

Thank you for considering Sky Blue Homes for your property. We are committed to delivering a quality services, please read the attached.

#### Application for a Property

Once you have viewed a property (if you decide not to view this is at your discretion) and decide to apply, we require application form fully completed for each applicant along with 2 forms of identification such as driving license, passport, utility bill showing current address, and a payment of your holding deposit in full.

A comprehensive check including a credit search will be carried out. Acceptance of this application does not constitute an offer of a tenancy agreement. Applicants should be employed or full time university students and not in receipt of housing benefit unless specifically allowed by the Landlord. Restrictions can apply to tenants who are smokers, have children or pets.

Please discuss your requirements with our property professionals before making any application. Please be aware that all tenancies will bee joint & several assured short-hold tenancies for a minimum period of 6 months and an initial maximum period of 12 months unless specifically negotiated.

#### **Tenant Fees**

The Tenant Fees Act 2019 comes into force on 1 June 2019. From that date it is illegal for letting agents to charge fees to tenants apart from a small number of exemptions that are referred to as "permitted payments'.

## Permitted payments are:

• Rent • Utilities and Council Tax • Holding Deposits • Security Deposits • Default Fees • Fees for changing a tenant or ending a tenanancy early.

## **Utilities & Council Tax**

This is the tenant responsibility unless noted.

## **Holding Deposits**

This is to reserve a property. Please Note: This will be withheld if any relevant person (including any guarantor(s) withdraw from the tenancy, fail a credit check, or any other reference required, Right-to-Rent check, provide materially significant false or misleading information, or fail to sign their tenancy agreement (and/or Deed of Guarantee) within 7 calendar days s (or other Deadline for Agreement as mutually agreed in writing). Deposits Equal to five weeks' rent. This covers damages or defaults on the part of the tenant during the

Deposits Equal to five weeks' rent. This covers damages or defaults on the part of the tenant during the tenancy. These will be protected for the duration of your Tenancy with a government approved scheme.

## **Default Fees**

UNPAID RENT Interest at 3% above the Bank of England Base Rate from Rent Due Date until paid in order to pursue non-payment of rent. Please Note: This will not be levied until thee rent is more than 14 days in arrears.

VARIATION OF CONTRACT (TENANNT'S REQUEST) £50 (inc. VAT) per agreed variation. To cover the costs associated with taking landlord's instruction as well as the preparation and execution of new legal documents, this includes any material change to the original agreement.

CHANGE OF SHARER (TENANT'S REQUEST) £50 (inc. VAT) per replacement tenant or any reasonable costs incurred if higher. To cover the costs associated with taking landlord's instructions, new tenant referencing and Right-to-Rent checks, deposit registration as well as the preparation and execution of new legal documents.

EARLY TERMINATION (TENANT'S REQUEST) Should the tenant wish to leave their contract early, they shall be liable to the landlord's costs in reletting the property as well as all rent due under the tenancy until the start date of the replacement tenancy. These costs will be no more than the maximum amount of rent outstanding on the tenancy.

LOST KEY(S) OR OTHER SECURITY DEVICE(S) Tenants are liable to the actual cost of replacing any lost key(s) or other security device(s). If the loss results in locks needing to be changed, the actual costs of a locksmith, new lock and replacement keys for the tenant, landlord any other persons requiring keys will be charged to the tenant. If extra costs are incurred there will be a charge of £15 per hour (inc. VAT) for the time taken replacing lost key(s) or other security device(s).

#### YOUR HOLDING DEPOSIT EXPLAINED

Before your application can be fully considered, you will need to pay to us a holding deposit equivalent to one weeks' rent for the property you are interested in. This document explains what happens to that holding deposit and the circumstances in which the deposit will / will not be refunded. It is important that you know your legal rights and accordingly you should feel free to seek independent legal advice before signing this or indeed any other document which we might put before you.

Once we have your holding deposit, current legislation stipulates that the necessary paperwork should be completed within 7 days or such longer period as might be agreed.

If at any time during that extended period you decide not to proceed with the tenancy, then your holding deposit will be retained by our firm. By the same token, if during that period you unreasonably delay in responding to any reasonable request made by our firm, and if it turns out that you have provided us with false or misleading information as part of your tenancy application or if you fail any of the checks which the Landlord is required to undertake under the Immigration Act 2014, then again your holding deposit will not be returned. It will be retained by this firm and your Landlord.

However, if the Landlord decides not to offer you a tenancy for reasons unconnected with the above then your deposit will be refunded within 7 days. Should you be offered and you accept a tenancy with our Landlord, then your holding deposit will be credited to the first months' rent due under that tenancy.

Where, for whatever reason, your holding deposit is neither refunded nor credited against any rental liability, you will be provided with written reasons for your holding deposit not being repaid within 7 days.

However, if your application is successful under our standard assured shorthold tenancy agreement, you will be required to pay certain fees for any breach of that tenancy agreement in line with the Tenant Fees Act 2019. In consideration of us processing your tenant application, you agree to pay those fees to us on request.

#### **Completing your application**

It is agreed that the deadline for completing your application to rent the property is 7 days. Thereafter entering into a tenancy agreement will be extended for a period of [\_\_0\_\_] days.

