

# INFORMATION FOR PROSPECTIVE TENANTS (NHA)

**RURAL: 02/26 V7**

## SUBJECT TO CONTRACT, SATISFACTORY REFERENCES AND RIGHT TO RENT

**IMPORTANT NOTICE BEFORE SIGNING:** Before signing any paperwork, it is your responsibility to ensure that you fully understand the contents of the document. If there is anything unclear, you are encouraged to consult your local lettings team, who will be happy to provide clarification. Alternatively, you may seek independent legal advice from a solicitor or Citizens Advice before proceeding with your signature.

**COMMUNICATIONS:** Please note that any communication via SMS or WhatsApp will not be considered part of the contract. The formal agreement between the Landlord and Tenant is subject to a full written contract, and is dependent upon Satisfactory References and Right to Rent verification.

**NON-HOUSING ACT TENANCIES:** This document refers to Non-Housing Act Tenancies (NHA) where the annual rent is more than £100,000 and Company tenancies. For Assured Shorthold tenancies (AST) where rent is less than £100,000 per annum please request the Information for Prospective Tenants for Assured Shorthold Tenancies as different terms and charges apply.

The asking rent does not include lettings fees. Depending on your circumstances and the property you select, the following fees may apply:

<b>Application for References</b>	£100 inc VAT £66 inc VAT	per company per Tenant
<b>Tenant Contribution to the preparation of a Tenancy Agreement</b>	£180 inc VAT	per tenancy
<b>Extension, renewal, rent review and periodic tenancy documentation</b>	£180 inc VAT	per tenancy
<b>Inventory check out (paid at the end of tenancy)</b>	£120 - £180 inc VAT (there may be additional charges for larger properties)	per tenancy

**MATERIAL INFORMATION:** There is important material information that you need to consider prior to agreeing to let this property. Guidance to this information can be found on the trading standards website <https://www.nationaltradingstandards.uk/> to assist you. You will need to satisfy yourself that the information that has been provided enables you to make an informed decision to let this property. If you have any questions, please contact us.

**MAKING AN OFFER:** When you have found a property you would like to rent you must complete a Proposed Offer form so that we can put forward the offer to the Landlord. Please note that pets are not automatically permitted in a property and must be agreed as part of the offer.

Please note that you must disclose the names of all Tenants and occupiers over the age of 18 who will be living at the property.

Please ensure you include any requests or special 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, Satisfactory References and Right to Rent' 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 Non Housing Act Agreement: [Carter Jonas NHA](#). In some instances a Landlord may have their own tenancy agreement and we will provide a copy on request.

In accordance with the Tenancy Agreement, you are not permitted to sublet the whole or part of the Property. You may not advertise, feature, use any photographs or mention the property or part of the property on any internet-based marketing website, social media or messaging websites, portal, apps or other means of advertising including, but not limited to, Airbnb, SpareRoom and Meta.

You may be asked to provide information which supports your application 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

All offers will be shared with the landlord, and they have discretion as to which offer to accept. The landlord may not decide immediately and we may continue to advertise the property until a decision is made. The landlord's decision is final and they will consider all relevant factors including tenant referencing, financial affordability, credit worthiness and proceed-ability of the applicants. Decisions will not be influenced by sex, age, national origin, race, religion, disability, or family circumstances.

Please be aware of the following:

**RENT:** Rents are advertised weekly or monthly but will be payable monthly, quarterly, six monthly or yearly in advance. Where rent is payable in six monthly or yearly in advance, the Landlord may ask you to pay at the start of the fourth month where the rent is paid six monthly, and the start of the tenth month where the rent is paid yearly.

**HOLDING DEPOSIT:** We will take a Holding Deposit to reserve a property and show your commitment to the property whilst reference checks and preparation for a tenancy agreement are undertaken.

Payment of the Holding Deposit is not a guarantee that the property has been secured by you and your offer is subject to contract, satisfactory referencing and Right to Rent. The Landlord is not obliged 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.

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

- the Landlord decides not to enter into a tenancy agreement.

Once the amount has been agreed with your Landlord, the balance of the Holding Deposit will be refunded and will be credited to the person who paid the Holding Deposit within 7 working days by Carter Jonas and by bank transfer through our Accounts Department and not by the local office.

**Retaining the Holding Deposit:** we or the Landlord can retain the Holding Deposit if:

- the Occupant fails the Right to Rent check regardless of when the deposit was accepted.
- the Tenant provides false or misleading information to the Landlord or Agent, which the Landlord or Agent 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 Agent 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.

The Holding Deposit or any balance of the Holding Deposit monies will be paid to the Landlord.

At all times we act on behalf of the Landlord who owns this property and on that basis any dispute arising from the Holding Deposit should be directed to the Landlord.

**MONETARY DEPOSIT:** A Monetary Deposit will be payable on the signing of the tenancy agreement. For the duration of your Tenancy a Monetary Deposit will be held by either Carter Jonas or the Landlord. The Monetary Deposit will be at least six weeks' rent to be agreed with your Landlord and is held against unpaid bills, outstanding rent or repairing damage caused during the course of the tenancy. Please note that in some instances the Landlord may require a higher Monetary Deposit if you have a pet. The Monetary Deposit does not have to be registered with a Tenancy Deposit Scheme.

**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 to satisfy affordability on behalf of the Landlord using a tenant referencing agency. Typically, you will require to have funds equivalent to a minimum of 30 times the total monthly rent. You will also be asked to declare if you have any current or pending county court judgements/IVAs or missed or late payments (including rent). Please speak to the Lettings team if you are concerned about the credit worthiness of your application prior to paying a Holding Deposit.

We use an independent agency to complete all reference checks. Full details of how your personal data is used can be found on the reference company's privacy notice on their website.

The results of the references will be shared with the Landlord for approval. You must respond to any request from the agency promptly otherwise you may risk losing the property and forfeiting your Holding Deposit.

If you fail to satisfy the reference criteria, your application to rent the property may be terminated and which may result in forfeiting your holding deposit. Carter Jonas is unable to divulge any information should your reference be unsuccessful. Please ensure that you understand the reference company terms and conditions on their website prior to completing the reference form.

**GUARANTOR (COMPANY LETS EXCLUDED):** 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. References will be taken on the Guarantor as if they were renting the property. We may ask your Guarantor to provide proof of this information prior to applying for a reference. Please note the acceptance of a Guarantor is at the Landlord's discretion.

**IDENTIFICATION:** We are required by law to undertake financial sanctions checks on all applicants. This will be completed as part of the

referencing process or alternatively we may send you a separate link to enable you to complete the check online.

Before you move into the property, all tenants and occupiers will need to bring in photographic proof of identity i.e. a passport or driving license. We will also require proof of address which can 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. Please ask the office for further information if necessary.

**RIGHT TO RENT:** In accordance with the Immigration Act 2014 we are required by law to establish that every adult occupant has the right to rent in the UK before we can allow the tenancy to start. You will be asked to come into our office and evidence your Right to Rent in England: [Prove your right to rent in England: Overview - GOV.UK](#).

We are required to see evidence of your Right to Rent with the person present before the start of the tenancy and will not be able to release keys until this has happened. We will retain a copy of the documents on file.

**TENANCY AGREEMENT:** Carter Jonas will provide our standard tenancy agreement or, where applicable, the Landlord's own version including any special clauses. Please note that this is a legal agreement between you and the Landlord and we recommend that you take independent legal advice before proceeding. 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 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. The Landlord will be sent the tenancy agreement to sign when we have cleared funds. Once the agreement is signed and dated by all parties 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. The Landlord is not under any obligation to agree to an early surrender but where this is agreed you will remain liable for the rental payments and associated costs until a new tenant is found. Full details will be provided at that time.

**STATEMENT OF MONIES:** You will receive an invoice detailing the initial monies due on the signing of the tenancy agreement which includes the First Rental Payment and the Monetary Deposit. Please let us know if funds are coming from overseas and/or from a third party as we may need to carry out enhanced due diligence to satisfy our proof of funds and source of wealth checks. Please note, we are unable to release keys until all funds have cleared and any enhanced due diligence checks are completed.

Under the RICS rules we are required to advise you that the monies paid by you to Carter Jonas will be held in an interest-bearing account until such time as the tenancy starts. Carter Jonas does not charge an administration fee for this account and will retain any interest accruing on the account to offset our costs.

**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.



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**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](http://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. EPC's must be provided by accredited energy inspectors and last for 10 years. You should be aware that the energy costs may vary from those quoted in the EPC.

**ELECTRICAL SAFETY STANDARDS IN THE RENTED SECTOR (ENGLAND) REGULATIONS 2020:**

The regulations came into effect on 1<sup>st</sup> 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 CHECK IN:** An inventory check in may be arranged where possible with an 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 a named Tenant only to collect the keys, including any security devices or fobs. Where possible, a minimum of two sets of 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 and an administration fee of £30 inc VAT.

**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. 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](http://www.tv-l.co.uk)

**SEPTIC TANK/CESS PIT:** Please be aware if the property has a septic tank, you will be responsible for the emptying of the septic tank or cess pit throughout the Tenancy and at the end of the Tenancy.

**INSURANCE:** You are responsible for insuring your own personal possessions as these will not be included under your Landlord's insurance policy.

**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. More

information and guidance can be obtained from [Stamp Duty Land Tax: Residential property rates - GOV.UK \(www.gov.uk\)](http://Stamp Duty Land Tax: Residential property rates - GOV.UK (www.gov.uk)).

**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.

**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 all parties to the lettings transaction 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.

**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 local office and we will try to resolve any concerns you may have. If you remain dissatisfied you can escalate your complaint by referring to our complaints procedure which can be found at [www.carterjonas.co.uk/complaints-procedure](http://www.carterjonas.co.uk/complaints-procedure).

**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](http://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) or 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 email [dp@carterjonas.co.uk](mailto:dp@carterjonas.co.uk).

**ACCEPTANCE OF TENANCY DOCUMENTS BY EMAIL:**

By providing Carter Jonas with the following email addresses: (please insert your email addresses below):

Tenant: .....  
Tenant: .....  
Tenant: .....  
.....



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you are content to accept service of notices and other documents given under or in connection with the tenancy by email.

**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](http://www.carterjonas.co.uk).

**DECLARATION:**

I/We confirm that I/we accept and agree to the terms outlined above and sign in agreement for the entirety of the Tenancy, including any extensions.

**NOTE:** This is a legally binding contract and we always recommend seeking independent or legal advice before signing this or any other document presented during the tenancy application process to ensure full understanding of your rights and responsibilities.

**Signed** (by proposed Tenant/s)

**Full Name:** .....

Nationality: ..... Signed: .....

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**Full Name:** .....

Nationality: ..... Signed: .....

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**Full Name:** .....

Nationality: ..... Signed: .....

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**Full Name:** .....

Nationality: ..... Signed: .....

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**Property address:**

Address line 1:  
.....

Address line 2:  
.....

City/Town:  
.....

County:  
.....

Agreed Rent (£):  
.....

Holding Deposit (£)\*:  
.....

\*I agree that the equivalent sum of the above Holding Deposit can be deducted from the first payment of rent. Yes / No

Deposit(£):  
.....

Proposed Start Date:  
.....

Proposed Term: years/months  
.....

Within the last 6 years, have you or any of the tenants:  
  
Owed overdue payments equivalent to one month or more for any outstanding financial obligations including rental payments, loans and mortgages?

Yes / No  
.....

Been the subject of one or more county court judgments?  
  
Yes / No  
.....

Been subject to an individual voluntary arrangement or bankruptcy order?  
  
Yes / No  
.....



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