

David Jordan

EST. 2004

STANDARD TERMS AND INFORMATION FOR TENANTS

Our Lettings Procedure:-

Our website is regularly updated with available properties which are also advertised on the various property portals. If you wish to register your details with us, we will then be able to keep you informed as and when suitable properties become available. We hope that you will be successful in finding a property through us and as part of our commitment to helping those seeking a new home, we have compiled this document to provide you with some useful and essential information.

It may be that you are interested in one particular property that we have available or it may be that you are registering an interest with us for a number of properties that may fit your requirements. In either case this document is designed to help you through the process whether you are an experienced renter or whether this is your first time renting.

The application to let (also forwarded to you) should be completed by you when you have found a property you wish to rent and will contain specific information regarding that property.

These terms and information apply to your application to rent a property through *David Jordan Estate Agents Ltd* (hereinafter referred to as 'the agent'). They do not grant or promise a tenancy to the applicant or anyone else. Reference is made to the Landlord or the Agent as the Landlord may manage the property in let-only situations. Where the agent is managing the property during the tenancy; you should report any issues to the agent.

DATA PROTECTION

The use of your personal information is necessary for the purposes of processing your tenancy application, the management of the tenancy and for the purposes of enforcing any of the obligations under the tenancy agreement. Your personal details may be shared with certain third parties for these reasons.

In processing your tenancy application, we shall be required to process and store personal information on your behalf, and liaise with certain third parties such as the Home Office, 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 use your personal details for these stated purposes which fulfils the lawful basis of legitimate interest under general data protection regulations. The agent 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. Any personal data stored will be disposed of within a reasonable time after the determination of the tenancy. If you wish to withdraw consent for the agent to use your personal data for the purposes set out above, you can contact us to request this.

Where there are rent arrears or other charges remaining at the end of the tenancy, we reserve the right to pass on your details to a tracing agent or debt collection company to help recover the money owed. Leaving unpaid rent and other bills at the end of your tenancy may affect your credit rating, and your ability to obtain a new tenancy, or other credit facilities.

SIGNING CONTRACTS

A letting contract or agreement must be signed by all parties and, until this has taken place, no agreement for a tenancy exists. All communication prior to signing an agreement is 'subject to contract.' If any tenant is unable to sign the tenancy agreement on or before the start of the tenancy, then a letter must be obtained from that person giving another tenant authority to sign the documentation on their behalf.

When you take a tenancy with another person or persons, in law both or all of you are 'jointly and severally liable' for the rent or any other costs relating to the obligations of the tenancy. This means that each individual tenant is responsible on their own or jointly for 100% of money owing. For example, if there are two tenants either as a couple or sharing and one of the tenants has a change of circumstances and he doesn't have the money to pay his 'share' of the rent – the other tenant will be required to pay the full amount.

REFERENCES

All applicants will be expected to provide references which are satisfactory to the landlord before any tenancy can be entered into.

GUARANTORS

The applicant may be required to provide a guarantor. The guarantor is usually a close associate or member of the applicant's family who is of sufficient means to provide suitable financial guarantees. This person will be required to sign a legally binding document, which could make them liable for the applicant's obligations under the tenancy agreement.

PERMITTED OCCUPIERS

Occupiers other than the tenants will not be permitted to reside in the premises without the express written consent of ourselves or the landlord.

MOVING IN

It is the applicant's responsibility to arrange services (normally telephone, gas, electricity, television licence, satellite TV, internet and water). Applications for electricity and gas supply need to be made directly to the supplier. You are required to inform the landlord or the agent of the respective suppliers as soon as possible. The landlord or the agent cannot accept responsibility for any costs incurred with connection of supplies.

You should check carefully the condition of the property and its contents when you move in with respect to the inventory. The inventory is an important record which is used to assess any damage, dilapidation or losses during the tenancy – which may lead to deductions from the deposit being made at the end of the tenancy. If you find anything that is not in good order, then we ask you to report it to us within the first week of moving-in so that the problem can be put right or marked on the inventory. The property is let as seen at the time of viewing; and requests for extra furniture, appliances or redecoration will not normally be considered after the tenancy has been entered into. The property should be in clean condition, free from dust and damage, windows clean etc.

DECORATION

You cannot make any alterations or additions to the property or affix anything to the internal or external surfaces without the permission of the landlord. Affixing things to the internal or external surfaces can cause damage to the property.

For example, screws, hooks and similar items can damage wallpaper and plaster and leave holes in the walls and blu-tack can leave stubborn grease marks and pull paint and wallpaper off the walls when removed. Such damage may result in a deduction from your damage deposit for redecoration costs.

RIGHT TO RENT CHECKS

The agent or landlord may be required by law to carry out immigration checks on any occupiers at the property. In these circumstances all occupiers who are authorised to live at the property, whether or not they are named on the tenancy agreement, will be required to provide the landlord with evidence to support their right to rent property in the UK prior to the tenancy being granted. Where an occupier has a time-limited right to rent, the landlord or the agent are required by law to carry out follow-up checks on the occupier. Where the occupier cannot produce evidence that they have a right to rent property in the UK, the landlord or the agent must make a report to the Home Office. Where the landlord or the agent has received notice from the Home Office stating that one or more of the occupier(s) do not have a right to rent the property the landlord or the agent may end the tenancy in accordance with the provisions of the Immigration Act 2014 (as amended).

METHOD OF PAYMENT

The balance (one month's rent and tenancy deposit unless otherwise stated) is to be paid by bank transfer in cleared funds before the start date of the tenancy. Any holding deposit can be credited towards this first payment. **WE WILL NOT ACCEPT PERSONAL CHEQUES OR CASH** except by prior arrangement.

Where there are joint tenants, we may appoint a lead tenant and a standing order facility will be set up for the total amount of rental on that property. It is important that you furnish us with your bank details on or before the occupation date.

Holding Deposit

If you find a property that you wish to apply for, we will request a holding deposit the equivalent of one week's rent (this is calculated by multiplying the monthly rent by twelve and dividing by fifty-two). The purpose of this holding deposit is to show goodwill between the landlord and you and to show that both of you are committed to agreeing on a tenancy. As part of this goodwill; the landlord agrees that the property will be taken off the market while your application is being processed.

Refunding of the Holding Deposit

The holding deposit will always be refunded to you unless:

- The landlord accepts you as a tenant and you both agree that the money is to be used to put towards the first month's rent or damage deposit
- You provide us with false or misleading information regarding your circumstances, including, but not limited to, the information we need for reference purposes
- You fail the Right to Rent check
- You fail to assist and co-operate in the process which results in the 'deadline for agreement' being missed
- You withdraw your offer to take the property

If the holding deposit is being refunded, we will do so within seven days of the decision, unless the money is being used for the initial rent. If the deposit is **not** being refunded, we will write to you setting out the reasons within seven days of the decision.

TENANCY DEPOSIT

A tenancy deposit will be held either by the agent (if the property is to be managed by ourselves) or the landlord as a security against any breach of the tenancy terms by the tenant (such as damage to the property or its contents, loss of rent or other unexpected costs). This deposit is protected by THE DEPOSIT PROTECTION (CUSTODIAL) SCHEME.

Details of the scheme and the dispute resolution provisions will be issued within 30 days of receipt of the deposit. The tenancy deposit is returnable at the expiration of the tenancy, subject to a final inspection and full inventory check. If any necessary cleaning, repairs or replacements are required following the tenancy, then the deposit will be refunded, less any remedial costs, within 10 days of reaching an agreement about the deductions to be made.

FROST DAMAGE

Frost damage is a risk to all houses left empty during the winter period due to possible pipe bursts and flooding. You are required to take reasonable precautions to prevent frost damage if you are away from the property for anything other than a very short period. Such precautions might include leaving the heating on (and turned down to a low setting), and opening the loft access hatch to allow warm air to circulate into the attic space. If you are away for a more extended period, then you should contact the agent or the landlord regarding more permanent arrangements such as turning off the mains water supply or draining down the heating system. Failure to carry out these precautions could make you liable for any damage caused as you will be in breach of your obligation as a tenant to take good care of the property.

INSURANCE

As a tenant, you will be responsible for the safe-keeping of the property and its contents. You may wish to consider obtaining insurance for your own personal effects and for the contents belonging to the landlord which you have agreed to look after.

REPAIRS AND MAINTENANCE

Tenants are requested to bring any disrepair, damage or defect in the premises to the attention of the landlord or the agent as soon as possible. In the event of emergency repairs, please refer to the contact information on the property information sheet provided to you at the start of tenancy. The landlord has a legal responsibility to maintain the fabric and services of the building (water supply, drains, heating and hot water, electrical installations etc.). Tenants should use the drains responsibly and not dispose of any inappropriate items down the toilet or sink which could cause the drains to block such as cooking fat, oil or grease, waste food, nappies, sanitary products, baby/hand wipes and cotton wool etc. The tenant will be responsible for the reasonable cost of unblocking any drains which become blocked due to the tenant's misuse.

Any damage, breakdowns or other maintenance problems should be reported as soon as possible to the landlord or the agent. As tenant you are responsible for all appliances left in the property and should take good care of them. This will involve using any appliance in accordance with the manufacturer's instructions or user manual and carrying out any minor maintenance that would be expected (e.g. cleaning or changing filters etc).

GAS APPLIANCES

Gas Safety regulations apply to both landlords and tenants in rented property. In order to comply with the regulations, it is necessary:

- that brown or sooty build-up on any gas appliance, or gas escape should be reported immediately to the landlord or the agent **AND** your gas supplier. The number of the gas emergency service is **0800 111 999**.
- that ventilators installed in the premises for the correct operation of the gas appliance should not be blocked.
- that safety checks be carried out every 12 months on any gas appliance in the property by a Gas Safe Register approved engineer. The tenant is required to allow entry with reasonable notice for this purpose. A copy of the gas safety record will be made available to tenants. A reasonable charge may be made for missed appointments to reflect any damages or loss suffered for breach of agreement.

ELECTRICAL APPLIANCES AND INSTALLATIONS

For safety reasons, tenants are requested to visually inspect all electrical appliances on a regular basis. In use, cables and flexes can become frayed and casings broken. You should contact the landlord or the agent as soon as possible should any defect be discovered or repair become necessary to appliances belonging to the property or supplied by the landlord. Where electrical appliances are used outdoors (e.g. electrical lawnmowers etc.) they should only be used when connected to an RCD (Residual Current Device) protected mains supply. RCD units are available from most hardware stores and should be checked before use.

The tenant is responsible for keeping all electric lights in good working order and in particular to replace all fuses, bulbs, or fluorescent tubes, as and when necessary. Any replaceable or disposable filters, vacuum bags, or other consumable items in appliances and fittings should be replaced as reasonably required and at the end of the tenancy.

The electrical installations at the property need to be inspected at least every five years to ensure they are safe. The tenant is required to allow entry with reasonable notice for this purpose. A copy of the Electrical Installation Condition Report will be made available to the tenant. A reasonable charge may be made for missed appointments to reflect any damages or loss suffered for breach of agreement.

INSPECTIONS

The landlord or the agent may need to access the property to carry out inspections. It may also be necessary for contractors to access the property to maintain and inspect electrical, gas and similar appliances, pipework and flues. The landlord or the agent will liaise with you to arrange these inspections. It is important that any access arrangements made in connection with inspections or appointments are honoured so that inspections can be carried out and contractors can carry out the work on the agreed day.

At the end of the tenancy, the tenant will be requested to attend a check-out process which will be arranged by the landlord or the agent. The check-out process will comprise a full inspection of the property and contents and any items missing, damaged or otherwise in a different state to their condition at the start of the tenancy will be recorded. If the tenant or a chosen representative cannot attend the check-out, then the tenant may prejudice their opportunity to resolve any dilapidation dispute in a timely and efficient manner or take any immediate remedial action.

LEGIONNAIRE'S DISEASE

The potential risk of exposure to Legionella from most residential hot or cold water systems in the UK is very low, but the law requires that we alert tenants to these risks in any case. For most healthy people, the risk of developing Legionnaire's disease in a typical well-maintained domestic setting is negligible.

There is a higher risk of infection with older people and people with lowered immune systems, which can lead to severe pneumonia or other complications. In the domestic environment, risks of Legionella may increase where the property is unoccupied for a short period, or where water is being stored between 20°C and 50°C. In particular, tenants are advised to:

- inform the landlord or the agent if they believe the hot water temperature is below 50°C or the hot water tank/boiler is defective in any way
- advise the landlord or the agent if they believe that the cold water temperature is above 20°C
- flush through little used outlets for 2 minutes once every week or two, or on return from a holiday
- clean, disinfect and descale shower heads at least once every six months
- notify the landlord or the agent if they notice any debris or discolouration in the hot or cold water

FIRE SAFETY

SMOKE AND CARBON MONOXIDE ALARMS

You will find that smoke alarms (and carbon monoxide alarms where applicable) have been fitted in your property. Please ensure that you check all such devices on moving into the property and familiarise yourself with their operation (most smoke detectors have a test button to check batteries and the unit are operating correctly) and report any problems to the landlord or the agent. The landlord is responsible for checking the alarms are in proper working order at the start of the tenancy and you will be responsible for testing the alarms during the tenancy. Government guidance recommends that you should test the alarms regularly (testing monthly is generally considered appropriate) to make sure they are in proper working order and arrange replacement of any batteries that may be required. If the alarm is still not working after replacement of batteries, or you are unable to replace the batteries yourself, then you will need to report this to the landlord or the agent.

FIRE RISKS AND ESCAPE ROUTES

Candles, open chip pans and deep fat fryers are some of the most common causes of household fires. These items are a fire hazard risk which can cause injury to yourself, others and damage to the property. You should not use open chip pans in the property or deep-fat fryers that are not thermostat-controlled. Great care should be taken with candles, oil burners and deep fat fryers. These items should not be left unattended and you should ensure that candles, oil burners and similar items are put out properly and kept away from flammable materials (for example curtains and other furnishings). You will be responsible for any damage caused to the property as a result of the use of these items and other items which may cause a fire.

You should ensure that all exits and emergency access routes at the property are kept clear, including any communal areas, and should report any defects or damage (e.g. damaged fire doors or faulty alarms) to the landlord or the agent.

HAZARDOUS MATERIALS AND EQUIPMENT

You should ensure that you do not store any hazardous materials or goods in or at the property (other than those required for general household use) or any equipment or items that may be a hazard or cause damage to the property (including electric bikes or electric scooters) without the landlord's written permission.

Some insurance companies may provide limited cover where electric bikes or electric scooters are stored at the property so it is important that consent is requested from the landlord so they can check their insurance policy and advise of any specific storage requirements if consent is granted. Electric bikes and scooters may cause fires particularly if non-genuine batteries are used which do not meet official safety standards or where the batteries are damaged. If consent is granted you should ensure that you use the manufacturer's approved charging batteries, you do not leave the bike or scooter unattended whilst charging and you do not leave it plugged in after charging is complete. Tenants should familiarise themselves with the London Fire Brigade Guidance on keeping your home safe when you charge your e-bike or e-scooter: <https://www.london-fire.gov.uk/safety/lithium-batteries/charging-electric-bike-and-electric-scooter-lithium-batteries/>

By law, you must not store petrol or hazardous quantities of similar inflammable fuels in any living accommodation. You may keep up to 5 litres of petrol or diesel in a separate garage or other outbuilding or store, without the landlord's permission, provided it is stored in a suitable petrol or diesel fuel container and any fire safety requirements are met.

ALARMS

Where the property is alarmed using a security code, the tenant must not change the alarm code without obtaining prior written consent from the landlord or the agent. The landlord and the agent need to hold alarm and similar security information for emergency, maintenance and inspection purposes; if any alteration is made to the code, you are requested to inform the landlord or the agent soon as possible.

TELEVISION AERIALS

The tenant is responsible for maintaining in good repair the television aerials, satellite dishes or similar installations for use with any television at the property. You are also reminded that a television licence is required in order to use a television at the property and the tenant would be responsible for this cost.

DAMP AND CONDENSATION

Damp can be a problem in houses where there are many occupants and the property is not adequately heated or ventilated. You should ensure that you use the extractor fans after bathing, showering and cooking in order to allow damp air a chance to escape and open windows/vents to encourage adequate flow of fresh air through the property to help prevent condensation. The property should also be kept to a minimum temperature of 15 degrees celcius in cold weather as cold rooms are susceptible to condensation. You should use a clean dry cloth to remove any condensation on windows and surfaces to help prevent mould forming.

Washing and wet clothes should be hung outside. The hanging of washing and wet clothes inside will also create large amounts of damp air and again, it will be important to provide adequate heating and ventilation. Where it is necessary to dry washing inside then the space around it should be clear so that warm air can circulate, and the door of that room should be kept closed to avoid moisture spreading to other rooms. Window vents and windows in the room should be open to help ventilate the room and dehumidifiers used to reduce excess moisture to help prevent condensation and mould forming. Damp or wet washing should not be hung on heaters, including radiators, or on any of the landlord's furniture in the property as continuously doing so can cause damage. You are responsible, under the terms of the tenancy, for the reasonable costs in remedying any damage caused.

The presence of mould or dark spots or stains, especially in bathrooms and other wet areas, is a common sign of inadequate ventilation, and it is important to prevent further spread at an early stage before severe and irreversible staining takes place. Mould and similar stains should be removed by wiping the affected areas with a fungicide or mild bleach in accordance with the manufacturers' instructions, but do test on a small area first. If the problem persists, then you should inform us.

PESTS AND WASTE COLLECTION

Fortunately, with modern building and repair standards, we expect few tenants to be troubled by household pests during their tenancy. An infestation of any kind, be it ants, fungal attack, bedbugs, fleas, wasps, rats, mice etc makes a property unpleasant to live in and should be eradicated as soon as possible. Regular cleaning and vacuuming will help to prevent any such infestation taking hold, and you are expected to take care of the property in this way and keep a watchful eye for unwelcome visitors as part of your tenancy obligations. During the tenancy, the tenant is responsible for keeping the property free of any pests, and also for any damage that might occur as a result. You should inform the landlord or the agent if you discover any pest infestation at the property.

You should ensure that you put any refuse in a properly closed receptacle and do not allow it to overflow. The refuse should be left out on the normal day(s) in the designated area for refuse collection. Local authorities may issue penalty charges to householders who do not follow their waste collection rules and whose actions cause, or are likely to cause, a nuisance or have a negative effect on local amenities. For example, where refuse attracts vermin or where wheelchair users and those using pushchairs are forced to walk on the road because the refuse is in the way or left out for days.

TERMINATION OF YOUR TENANCY

The tenancy agreement is a legal and binding contract. If due to unforeseen circumstances, you need to leave the property before the tenancy can be brought to an end you will remain liable for all rental, gas, electric, water and sewerage, council tax, television licence, telephone charges (if any) and other utilities until the end of your tenancy unless the landlord agrees to an early surrender.

For assured periodic tenancies a tenant is required to give notice to the landlord in accordance with s5 of the Protection from Eviction Act 1977 to end their tenancy and the landlord is required to give notice in accordance with s8 of the Housing Act 1988 using one of the grounds for possession under Schedule 2 of the Housing Act 1988.

For common law periodic tenancies, both parties must give notice to end the tenancy in accordance with s5 of the Protection from Eviction Act 1977 and the common law rules.

Important Information about ourselves

We are required to comply with several pieces of legislation designed to protect any client or customer. Details of how we conform to our legal obligations are laid out below

Memberships

We are required by law to belong to a property redress scheme.

We are members of The Property Ombudsman and the Trading Standards' Estate Agency Team (Property Redress Scheme) and are bound by their Code of Conduct which can be found at www.tpos.co.uk and www.nationaltradingstandards.uk

In addition, we are members of the following professional organisations to whose Codes of Conduct we also subscribe

PROPERTYMARK and **UKALA**, the UK Association of Letting Agents.

The lettings team are both MARLA qualified.

In the unlikely event that you are unhappy with the service that we provide you may have recourse to some or all of these organisations. Details of our Complaints Procedure is set out on page 7.

Client Money

Any money that we hold on your behalf is held in a designated Client Bank Account.

In addition, it is a requirement of The Housing and Planning Act 2016 that we are required to belong to an approved or designated Client Money Protection Scheme. We confirm that we are a member of Client Money Protect Scheme. Details may be found at www.clientmoneyprotect.co.uk.

A copy of our certificate of membership is available on request.

COMPLAINTS

Where the tenant is unsatisfied with any service provided by the landlord or the agent, the tenant should contact the landlord or the agent in the first instance to try to resolve matters. You should write to your landlord setting out the complaint or if an agent is managing the property you should follow the agent's in-house complaints procedure.

If you are unhappy with any aspect of our service, we would ask that you contact us straight away and we will make every effort to deal with your concern.

In the unlikely event that you still remain unhappy with the service that we provide we ask that you put your complaint in writing to David Jordan, Director, David Jordan Estate Agents Ltd, 20-21 Clinton Place, Seaford, BN25 1NP or email david@davidjordan.co.uk. We guarantee that we will acknowledge your communication within three working days of receipt. We further confirm that we will fully address the issue you raise within fifteen working days of receipt. In the event that we are unable to do so fully in that time purely because we are still awaiting information from another source (for example a contractor) we guarantee that we will keep you fully informed of the current state of those investigations and a likely timescale for resolution.

If, following our final response, you still remain unsatisfied you may have access to the complaint's procedure of

The Property Ombudsman (The Property Ombudsman, Milford House, 43-55 Milford Street, Salisbury, Wiltshire, SP1 2BP – www.tpos.co.uk)

National Trading Standards, Estate Agency Team (Premiere House, 1st Floor, Elstree Way, Borehamwood, Hertfordshire, WD6 1JH – email: info@theprs.co.uk)

And

DAVID JORDAN ESTATE AGENTS
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sales@davidjordan.co.uk
davidjordan.co.uk

UKALA, the UK Association of Letting Agents who contact details are as follows (www.ukala.org.uk)
If you do refer a matter to either of the above bodies; you agree that we may disclose to them any relevant information.