

CITY PROPERTY LETS

www.city-property-lets.co.uk

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Bishopston
Bristol BS7 8BH

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TERMS AND CONDITIONS

APPLICATION PROCESS

RIGHT TO RENT Passports must be brought to our office along with any related visas for checking.

HOW TO RENT Booklet provided must be read prior to the start of the tenancy.

RESTRICTIONS may apply relating to pets and smokers. All applicants must be over 18.

CONTACT DETAILS Tenants consent to receiving all related information via email and agree that should their email address or phone number change they will inform our office via email immediately.

A DEPOSIT Equivalent to a months rent or more is payable at the time of application. Accommodation is not considered let until deposits are fully paid. If you later withdraw your application, your deposit is withheld until such time that a replacement applicant has been accepted and any loss of rent paid to the landlord. The deposit is refundable at the end of the tenancy and subject to any deductions. Interest is not paid on deposits held.

City Property Lets is a member of the Tenancy Deposit Scheme, which is administered by: Tenancy Deposit Scheme, PO Box 1255, Hemel Hempstead, Herts, HP1 9GN. Phone 08452267837, www.tds.gb.com, deposits@tds.gb.com, fax 01442 253193. If we are instructed by the Landlord to hold the Deposit, we shall do so under the terms of the Tenancy Deposit Scheme.

We hold tenancy deposits as Stakeholder. If there is no dispute we will keep any amounts agreed as deductions where expenditure has been incurred on behalf of the Landlord, or repay the whole or the balance of the Deposit according to the conditions of the Tenancy Agreement with the Landlord and the Tenant. Payment of the Deposit will be made within 10 working days of written consent from both parties. If, after 10 working days* following notification of a dispute to the Agent/Member and reasonable attempts having been made in that time to resolve any differences of opinion, there remains an unresolved dispute between the Landlord and the Tenant over the allocation of the Deposit it will be submitted to the ICE for adjudication. All parties agree to co-operate with any adjudication.

The statutory rights of either the Landlord or the Tenant(s) to take legal action against the other party remain unaffected. (Note: *These time scales can be changed by agreement with the tenant in individual cases or by the contract used as standard by the agent). It is not compulsory for the parties to refer the dispute to the ICE for adjudication. The parties may, if either party chooses to do so, seek the decision of the Court. However, this process may take longer and may incur further costs. Because it is a condition of the Tenancy Agreement signed by both parties, judges may refer the dispute back to the ICE for adjudication. If the parties do agree that the dispute should be resolved by the ICE, they must accept the decision of the ICE as final and binding. If there is a dispute we must remit to The Dispute Service Ltd the full deposit, less any amounts already agreed by the parties and paid over to them. This must be done within 10 working days of being told that a dispute has been registered whether or not you or we want to contest it. Failure to do so will not delay the adjudication but The Dispute Service Ltd will take appropriate action to recover the deposit and discipline us. We must co-operate with the ICE in the adjudication of the dispute and follow any recommendations concerning the method of the resolution of the dispute. Dealing with disputes from non-ASTs: The Independent Case Examiner (ICE) may agree to resolve any disputes over the allocation of these deposits, by arrangement. If he does, the ICE will propose what he considers the most effective method of resolving the dispute.

The Landlord, tenant and agent must consent in writing to his proposal. Disputes will be subject to a fee of £500 + VAT, or 10% of the deposit + VAT, whichever is the greater. The resolution process will not start until the parties' consent, the disputed amount and the fee have been submitted.

AGENCY FEES City Property Lets Limited charges 42% (includes vat) of a full month's rent agency fee upon acceptance of any accommodation provided directly or indirectly by City Property Lets Ltd, to cover admin costs, credit references, other references and all necessary paperwork.

ADMINISTRATION CHARGES An administration charge of £108.00 (includes vat) per person is payable for producing a new tenancy agreement at the expiration of the initial term.

ADDITIONAL CHARGES City Property Lets Limited reserves the right to make additional charges for rent payments 14 days late or more to cover administration and court costs, or any other costs incurred in dealing with breaches of the tenancy agreement or call outs. Hourly rate is £50.00 per hour (includes vat). Charges may be levied for refunding of overpaid standing orders, copy tenancy agreements, references for mortgage companies etc.

GUARANTORS Guarantors may be required under certain circumstances i.e. for students, Guarantors will be signing a **legally binding document** and must be aware of their obligations should tenants default on their payments or if the property is damaged.

TENANCY AGREEMENTS A Draft copy of the tenancy agreement is available at City Property Lets Ltd offices or on our web site. If you have any queries regarding the agreement please seek independent legal advice prior to signing the agreement. All tenancies will end on the last day of the tenancy at 12 noon.

KEYS to the property will not be released to any applicant until all forms are completed and monies paid.

RESPONSIBILITIES all meters must read by the tenant at the commencement of the tenancy and chosen service providers contacted. We cannot be held liable for any service not connected on the move in date.

INSURANCE Contents insurance is a requirement of the Tenancy Agreement.

NOTICE Should a tenant need to serve notice prior to the expiration of the initial term then they will be held liable for the re-letting expenses incurred by the landlord.

PROPERTY DESCRIPTIONS City Property Lets Ltd undertakes to give a reasonable description of properties and contents, but will not be held responsible for any errors or omissions.

INFORMATION HELD The information collected here will be secured by City Property Lets Ltd under the terms of the Data Protection Act (1988).

Amended September 2016