

## PROFESSIONAL TENANCY APPLICATION

It is essential that before you apply to become a tenant of a property, you read the following information carefully, which is designed to help you understand the formalities of a tenancy application and details your obligations before you provide us with the required information for the application process. If you have any queries or concerns, please speak with one of our representatives.

iConn Property Management is the trading name for iConn Ltd. We are a Letting and property management company operating in the Kent and Canterbury area. Landlords instruct iConn to provide a service; our levels of services differ; we offer full management, rent collection or a Tenant Find service. The degree to which iConn will be involved with your tenancy once it commences will depend on the particular service your Landlord has instructed us to undertake on his/her behalf. Our marketing details specify whether the property you have chosen to live in is managed by either iConn or the Landlord. If you are unsure; please ask one of our representatives.

### **The Holding Fee**

iConn requires a holding fee equivalent to a half months rent to reserve the property for you whilst we undertake the application process. **The holding fee is non refundable should you change your mind after the agreed application time scale, as the Landlord has, in good faith, taken the property off the market.** If the Landlord is unable to proceed, the holding fee would be returned to you in full. If the tenancy does proceed the holding fee will be credited to your account to go towards your first month's rent.

**Payment of this sum does not constitute the granting of a contract or tenancy**

### **The administration fee**

iConn also requires a charge of £198.00 (inc vat) per tenancy for the administration involved, which includes processing your application, your share of the tenancy agreement and Inventory cost and includes one reference. If you are jointly renting a property then additional references will be charged at £66.00 (inc vat) per person per reference.

**Please note should you fail to fulfil the application requirements in the agreed time scale or if your references are not satisfactory, your administration fee/Guarantor fee will be deemed as forfeit and are non-refundable.**

If a guarantor is required, an additional charge of £66.00 (inc vat) per person per reference is payable. Your guarantor will need to sign a Deed of Guarantee and so additional time may be required to organise this. They will also need to provide photo identification and supply us with a current utility bill. Your guarantor will need to supply this information in order for a full check of their financial status to be undertaken; so please ensure they are happy to do this. They will also need to give their bank details as part of the referencing agencies requirements.

**Payment of this sum does not constitute the granting of a contract or tenancy.**

### **The Deposit**

You will be required to pay a deposit which is equivalent to one and a half times the monthly rent payable. The money is held against any unpaid rent or bills, dilapidations and other costs or losses incurred as a result of any breach of the terms of the Tenancy Agreement by you. In some circumstances the landlord will vary the amount of deposit requested. You may be asked to pay an additional deposit retainer if you have pets, as all carpets must be fumigated and cleaned at the end of the tenancy. This will be confirmed to you before application.

The Deposit is to be held by us as stakeholders and protected under the Tenants Deposit Scheme, for the duration of the tenancy. **Please note: Any interest earned from the deposit is retained by iConn Ltd.**

iConn Ltd is a member of the Tenancy Deposit Scheme which is administered by The Dispute Service Ltd, PO Box 1255, Hemel Hempstead, Herts, HP1 9GN. T: 0845 226 7837. F: 01442 253193.  
E:deposits@tds.gb.com, W: [www.thedisputeservice.co.uk](http://www.thedisputeservice.co.uk).

If a dispute arises at the end of a tenancy, where appropriate, iConn Ltd will instruct The Dispute Service's Independent Case Examiner (ICE) to arbitrate. You agree in signing this document to cooperate with any adjudication and agree that the decision of the ICE is final and binding. It is not compulsory for you or the landlord to refer the dispute to the ICE, as you or the landlord may chose to seek the decision of the courts instead. However, this process may take longer and may incur further cost. A judge may also refer a dispute back to the ICE for adjudication if the terms of the tenancy agreement, signed by both sides, include provision for the ICE to arbitrate.

In the event that a dispute is passed to the ICE, iConn Ltd will remit the disputed balance of the deposit to The Dispute Service. Your statutory rights, and those of iConn Ltd's' client to take legal action against one another remain unaffected.

## **The application process:**

Once we have received payment of both the holding fee and administration fee; the referencing process will start. Once the Landlord has approved your references and the details of your tenancy has been confirmed, we will issue you a copy of your Tenancy Agreement to read in advance, together with a standing order form, an invoice for the deposit and the balance of your first month's rent. The monies owed must be paid by cash, bankers draft, credit or debit card (charges apply) unless there is sufficient time for a cheque to clear (7 working days). Please note: if you wish to pay the balance of the account on the tenancy start date, it must be paid in cash or by debit card only, due to ensuring funds are instantly cleared on the same day. iConn are unable to grant occupation of any property until or unless cleared funds equivalent to the full balance payable have been received.

The remaining funds are made up as follows:

1. The balance of the first months' rent in advance
2. The deposit

The paperwork required is made up as follows:

1. Completed standing order form for rent going forward
2. Completed next of kin form
3. Signed Tenancy Agreement
4. Copies of photo ID

**FROM 1 FEBRUARY 2016, ALL PRIVATE LANDLORDS AND AGENTS IN ENGLAND WILL HAVE TO MAKE RIGHT TO RENT CHECKS; THIS MEANS CHECKING THAT ALL TENANTS HAVE THE RIGHT TO BE IN THE UK.**

**THEREFORE YOU ARE REQUIRED TO PROVIDE APPROPRIATE ORIGINAL HARD COPY PHOTOGRAPHIC EVIDENCE/IDENTIFICATION IN PERSON TO BE PHOTOCOPIED AND HELD ON FILE. (You will be provided with a link to show acceptable documents relating to your circumstances)**

The Tenancy agreement is a legally binding contract between you and the Landlord and it sets out both parties' legal obligations. Please ensure you fully understand your obligations and all the terms within the agreement. Please make certain that all tenants' names have been spelt correctly in the agreement before signing it. All tenants will be required to sign the tenancy agreement (and all guarantors must sign their deed of guarantee, where applicable) before or on the tenancy start date. Please note should any alterations, updates or additions to the document prove necessary following its execution a charge of £15.00 plus vat will be levied to cover the cost of the administration.

## **Credit and Debit card payments**

Please note that should you wish to pay by card, the following charges apply: debit card 1%, credit card and international card incurs a 3% charge.

## **Rent**

Your first month's rent in advance will be transferred on your behalf to your Landlord direct; thereafter a standing order will be set up for all subsequent rent payments. It is your responsibility to ensure that you cancel the standing order at the expiration of the tenancy.

## **Insurance**

Tenants' possessions are not covered under the landlord's insurance policies and so we would highly recommend that you arrange your own suitable insurance policy. The Landlord is responsible for insuring the building you will live in and any contents belonging to him/her as detailed in the Inventory. As the tenant, you will be responsible under the terms of the tenancy agreement for any damage to the property or any items belonging to the Landlord; which include fixtures and fittings. At the end of the tenancy, a check out will be conducted which includes checking the property throughout and its contents thoroughly for damage or missing items. Your Landlord has a legal right to deduct monies from your deposit for any loss or damage or for any outstanding bills or rent owed at the end of the tenancy. In order to ensure that you are covered for such eventualities; there are insurance policies available that cover you for accidental damage to your landlords' possessions which provide additional cover and protection of your deposit. There is no legal requirement to have your own policy in place but we would highly recommend that you do.

## **Public Services & Utilities**

If iConn undertakes your inventory on behalf of your Landlord, we will endeavour to notify the relevant utility companies of your details and provide the meter readings on the day your tenancy starts. If your Landlord undertakes your inventory, either they will notify the companies on your behalf in the same way or they will provide you with the details of who to call to complete this process yourself. However; please note; it is ultimately your responsibility to ensure that your utility accounts are activated correctly and that the correct meter readings taken at the start of your tenancy are provided to the relevant service providers. You must also notify your local council of your new residence and ensure that you have a valid TV licence in place for the duration of the tenancy. You are fully responsible for all or any accounts opened when using any utility or service providers i.e. Council Tax, gas, telephone, broadband, electricity, water and TV licence.

In signing this document you give iConn Ltd permission to share your details with third parties for the purpose of transferring the appropriate accounts into your name. iConn does not recommend or endorse any particular service provider; you must however check the terms of your tenancy agreement before committing to any utility company or changing provider.

### **Inventory & Schedule of Condition**

If iConn undertakes the check in process, an inventory and schedule of condition report is used to record the properties condition and any items within the property as well as the fixtures and fittings at the start of your tenancy. Once you have been checked in and any necessary agreed amendments have been made, you will be asked to sign the document. A copy of the Inventory will then be posted to you along with a CD of photos.

### **Welcome Pack**

We provide you with important information that you should keep safe during your tenancy. The pack will include a welcome letter which includes contact details of who to contact regarding any tenancy or maintenance issues once you have taken up occupation. You will also be provided with details of an emergency contact should you have any maintenance issues out of office hours. You have a responsibility to report maintenance problems to iConn or your Landlord immediately. The pack also includes (where applicable) a gas certificate, a copy of the Energy Performance Certificate (EPC), rubbish collection dates and a Tenancy Deposit Certificate.

### **Tenancy Agreement**

Once your tenancy application has been completed and you have been checked into the property on the commencement date, a copy of your tenancy agreement will be posted to you.

### **Parking Permits**

Please note that we cannot accept any responsibility for issuing parking permits or for any fines that may be incurred if you park your vehicle in a restricted area. Permits are issued by the appropriate management company (if applicable) of the property or the local council.

### **Property Inspections.**

If iConn manages the property, your Landlord will have instructed us to carry out periodic property inspections every three months. These inspections are to ensure that the property is being looked after and maintained by yourselves in a reasonable manner and for any maintenance repairs that may be required as part of your Landlords obligations. We will write to you in advance notifying you of any inspections that may be due, giving you the opportunity to be present whilst the inspection is being carried out.

### **To Let/Let by Board**

iConn Ltd will erect a To Let or Let by board after each agreed letting or when the property becomes available for marketing.

### **Terminating your tenancy early**

Should you wish to terminate your tenancy prior to the expiration date of your tenancy agreement and the Landlord is in agreement, as per the terms within your tenancy agreement, you will be responsible for paying the following costs:

£78.00 inc vat for drawing up a new tenancy agreement.

£24.00 inc vat for securing a new deposit with the Tenants Deposit Scheme.

£30.00 inc vat per week to remarket the property and for iConn to undertake potential viewings.

The re marketing of the property would commence immediately and access to undertake viewings would be granted by you allowing the usual 24 hours notice. You will be liable for rent until a new tenancy is secured and a new tenancy agreement has been successfully completed and signed. Once this process has been completed, the Landlord will release you from your fixed term agreement and you will no longer be liable for any further payments or obligations of the tenancy. A check out of the property will be undertaken in the usual way to process the deposit release.

For joint sharers; If you wish to replace yourself before the expiration of your tenancy with a new prospective tenant; an administration charge of £72.00 (inc vat) is payable. The new prospective tenant must pay the standard administration charge of £198.00 (inc vat) Please note; your Landlord must be in agreement to you leaving and for the new replacement tenant and such agreement will only be granted on approved references obtained and all monies owed paid in full.

### **iConn Property Management**

iConn endeavours to provide a fair and professional service to all parties and comply with the codes of practice of the Association of Residential Lettings Agents and the rules of the Property Ombudsman. However, please be advised that the Landlord is iConn's client and as such, no representative of iConn can advise a Tenant or act in a manner which may cause a conflict of interests in respect of iConn's duty to act in the Landlords best interests at all times.

### **Liability**

iConn Ltd to the fullest extent permitted by law assumes no responsibility and shall not be liable for any damages, losses, injuries or claims of any kind howsoever arising in connection with the letting of the property. This includes, but is not limited to any negligence on iConn's part.

### Indemnity

You will indemnify iConn Ltd; trading as iConn property management against any loss, injury, damage or costs, howsoever caused or incurred, which may result from your occupation of the property and/or your breach of, or failure to comply with the terms of the tenancy agreement.

**PROPERTY ADDRESS:** \_\_\_\_\_ **AGREED RENT:** \_\_\_\_\_

### **APPLICANTS DETAILS**

FULL NAME MR MRS MISS MS \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
PREVIOUS ADDRESS \_\_\_\_\_  
(IF LESS THAN THREE YEARS)  
TELEPHONE: HOME \_\_\_\_\_ WORK \_\_\_\_\_  
MOBILE \_\_\_\_\_  
EMAIL \_\_\_\_\_  
NATIONAL INS NUMBER \_\_\_\_\_  
DATE OF BIRTH \_\_\_\_\_

### **TENANCY DETAILS**

NAME OF EACH TENANT WHO WILL RESIDE IN THE PROPERTY, THEIR RELATIONSHIP TO YOU AND DATE OF BIRTH:

NAME: \_\_\_\_\_ RELATIONSHIP: \_\_\_\_\_ DATE OF BIRTH: \_\_\_\_\_

NAME: \_\_\_\_\_ RELATIONSHIP: \_\_\_\_\_ DATE OF BIRTH: \_\_\_\_\_

NAME: \_\_\_\_\_ RELATIONSHIP: \_\_\_\_\_ DATE OF BIRTH: \_\_\_\_\_

PLEASE PROVIDE TWO NAMES AND CONTACT DETAILS OF PERSONAL REFEREES WHO CAN BE CONTACTED IF REQUIRED:

FULL NAME MR MRS MISS \_\_\_\_\_

ADDRESS \_\_\_\_\_

TELEPHONE: HOME \_\_\_\_\_ MOBILE \_\_\_\_\_

EMAIL \_\_\_\_\_

FULL NAME MR MRS MISS \_\_\_\_\_

ADDRESS \_\_\_\_\_

TELEPHONE: HOME \_\_\_\_\_ MOBILE \_\_\_\_\_

EMAIL \_\_\_\_\_

PLEASE NAME ALL TENANTS IN FULL WHO WILL BE PAYING FOR ALL OR PART OF THE DEPOSIT:

NAME: \_\_\_\_\_ DEPOSIT SHARE: \_\_\_\_\_

NAME: \_\_\_\_\_ DEPOSIT SHARE: \_\_\_\_\_  
 NAME: \_\_\_\_\_ DEPOSIT SHARE: \_\_\_\_\_

**GUARANTOR DETAILS (IF APPLICABLE)**

FULL NAME MR MRS MISS MS \_\_\_\_\_  
 ADDRESS \_\_\_\_\_  
 TELEPHONE: HOME \_\_\_\_\_ MOBILE \_\_\_\_\_  
 EMAIL \_\_\_\_\_  
 DATE OF BIRTH \_\_\_\_\_  
 RELATIONSHIP TO APPLICANT \_\_\_\_\_

**LEGAL QUESTIONS**

WILL THIS PROPERTY BE YOUR ONLY OR PRINCIPLE HOME? YES / NO  
 DO YOU HAVE ANY ADVERSE CREDIT HISTORY? YES / NO  
 DO YOU HAVE PERMISSION TO WORK IN THE UK? YES / NO  
 HAVE YOU EVER HAD A NOTICE SERVED ON YOU  
 FOR NOT FULFILLING ANY OBLIGATION DURING A TENANCY? YES / NO  
 HAVE YOU EVER HAD A PREVIOUS DEPOSIT OR PART  
 OF A DEPOSIT WITHHELD ON ANY PREVIOUS TENANCY? YES / NO  
 IF SO, FOR WHAT REASON?  
 \_\_\_\_\_

DO YOU HAVE ANY UNSPENT CRIMINAL CONVICTIONS? YES / NO  
 DO YOU ENJOY DIPLOMATIC IMMUNITY? YES / NO

YOU ARE REQUIRED TO PROVIDE A CURRENT UTILITY BILL SHOWING YOUR CURRENT ADDRESS; PLEASE CONFIRM WHICH UTILITY BILL YOU ARE PROVIDING: (DELETE WHERE APPLICABLE) COUNCIL TAX / TELEPHONE / ELECTRIC / GAS / WATER.

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## DECLARATION

**THIS DOCUMENT FORMS PART OF YOUR TENANCY APPLICATION, ALONG WITH THE TENANCY OFFER FORM, YOUR REFERENCING REPORT, YOUR RIGHT TO RENT AND ALL OR ANY STATED PAPERWORK AS REQUESTED.**

I confirm that I am over 18 years of age and I have read and understood all the information provided to me by iConn Property Management.

I also confirm that all the information I have provided on my application form is correct and may be verified.

I authorise iConn Property Management or any agent thereof, to carry out all necessary enquiries to verify the information I have submitted on my application form. By signing this I authorise them to make the relevant enquiries and take references to validate the information I have provided. I authorise iConn Property Management to use the information obtained in order to process my application and provide the results directly to the Landlord. I authorise iConn Property Management to use the information obtained in order to provide relevant information to any relevant contractor/repairer, referee, utility company, referencing company, debt collecting Agency, Tracing Agency or The Home Office.. I authorise iConn Property Management to use the information obtained in order to be able to send me News letters or any other such matter that may have relevance to my tenancy (option to unsubscribe) I understand that iConn Property Management will retain this information in strict confidence and will hold it only in accordance with the Data Protection Act.

**I confirm that by signing this declaration constitutes acceptance of the terms and conditions provided within this document and confirms that I have read and understood all details within and all information I have provided in relation to the application, the referencing process and Right to Rent is correct and wholly accurate and I have retained a copy of this document.**

**SIGNED \_\_\_\_\_ DATE \_\_\_\_\_ PRINT NAME \_\_\_\_\_**