



Terms of Service for Tenants

You should read this document thoroughly before you sign it.

Knight Property Management
Chartered Surveyors

Regulated by RICS

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Terms of Service

This agreement is made between you (the tenant) and us (Knight Property Management) acting as your landlord's agent. It explains some of the things that are implied, but not necessarily mentioned, in your tenancy agreement (which will be sent to you separately). For example, keeping the property in a clean and tidy condition to minimise wear and tear and prevent damage occurring.

It also sets out any fees you might have to pay if you require additional services from us or if you break the terms of the tenancy agreement, e.g. if you pay your rent late. Additionally this document provides guidance on fees you may have to pay to others, for example, end-of-tenancy cleaning costs to cleaning contractors. Please see Section 8 for more information.

Nothing in these Terms of Service supersedes any of your rights and responsibilities under the terms of your tenancy agreement. If there is any conflict between these Terms and your tenancy agreement then your tenancy agreement will take precedence.

Note:

Please report any repair or maintenance issues to us via our website, at <http://www.knightpropertymanagement.co.uk/tenants/index.htm>

Please see Section 11 for more information on repair and maintenance.

1. Definitions

- 1.1 'You', 'your', 'he' or 'his' means the tenant. 'Us', 'our', 'we' or 'KPM' means the agent (Knight Property Management). The use of singular includes plural. The use of masculine includes feminine.

2. General

- 2.1 We cannot accept liability for breach of the tenancy agreement by either party, or any damage to the property or adjoining properties, before, during and on the expiry of the tenancy agreement.
- 2.2 We are not liable for any loss, damage or injury to any persons, the property or its contents, howsoever caused, due to the condition of the property and grounds, and whether or not there is an inventory.
- 2.3 We will keep records of all business transactions for a minimum period of three years. All tenant records are treated as confidential. No information shall be passed to another party without your prior consent, unless we are legally obliged to do so, or to meet regulatory requirements. We cannot be held responsible for incorrect data held in the event of non-disclosure.
- 2.4 We are required to check the identity and address of every tenant. Photo ID (eg UK passport or EEA/Swiss national passport/identity card) will be sufficient proof of identity and a recent utility bill will be

sufficient proof of address.

- 2.5 The proposed tenancy is offered subject to contract and is conditional upon:
- i. The receipt of satisfactory references, credit-checks and (if applicable) guarantees.
 - ii. The receipt of cleared funds for all sums due.
 - iii. The signing by all tenant applicants of these Terms of Service.
 - iv. The signing by all parties of the tenancy agreement.
- 2.6 The first month's rent and security deposit must be paid in full, in cleared funds, before your tenancy starts.
- 2.7 The property will remain advertised until you have signed the tenancy agreement, so that we can take the details of any interested parties in the event that you decide not to proceed. However we will not conduct any further viewings unless or until you decide not to proceed.
- 2.8 You agree to us passing your contact details to contractors, where necessary for the purpose of arranging access to the property. This might be, for example, to carry out repair work or undertake a gas safety inspection.
- 2.9 You will not be entitled to any interest on money paid to us and held in our Client Account.
- 2.10 If you are renting a room in a property where the landlord is resident then you will be a lodger rather than a tenant. In these circumstances please read 'lodger' where this document uses 'tenant' and 'lodging' where this document uses 'tenancy'.

3. Holding Deposit & Proceeding to Tenancy

- 3.1 Upon acceptance of your offer you agree to pay a holding deposit equal to one week's rent (monthly rent x 12 / 52).
- 3.2 The holding deposit will reserve the property for you for a period of 15 days. By the end of this period you must have signed the tenancy agreement, paid the security deposit and paid the first month's rent. If you have not done these things within 15 days then your application will be deemed to be at an end. Your holding deposit will be returned to you within three working days of us receiving details of the bank account to which you would like repayment to be made.
- 3.3 If your tenancy application takes longer than 15 days and you still wish to proceed, you agree that the holding deposit will reserve the property for you for a further period of 15 days (30 days in total) subject to the landlord's discretion.

- 3.4 If you proceed to rent the property, you agree the holding deposit will be credited back to you against the first month's rent.
- 3.5 The holding deposit is non-returnable if you:
- i. decide not to proceed at any stage for any reason;
 - ii. provide incomplete, inaccurate or misleading information to us;
 - iii. provide insufficient proof of your right to rent, which we are required to obtain and copy under the Immigration Act;
 - iv. provide unsatisfactory references or credit checks;
 - v. are unable to provide a guarantor or pay the whole contract rent in advance;
 - vi. take longer than seven days to pay the security deposit and first month's rent, when requested to do so;
 - vii. take longer than seven days to sign the tenancy agreement, when requested to do so, or;
 - viii. otherwise fail to take up your tenancy by the agreed start date.
- 3.6 If we decline to grant the tenancy, or the landlord declines to grant the tenancy, then the holding deposit will be refunded in full.
- 3.7 The tenancy application process follows a sequence of steps as set out below, which you will need to complete before you can move into the property. These are as follows:
- i. Pay the holding deposit;
 - ii. Sign the Terms of Service for Tenants (this document) to show that you have read, understand and agree to them;
 - iii. Sign a copy of the government's 'How to Rent' guide for tenants, to confirm receipt;
 - iv. Complete an online credit-check form;
 - v. Provide us with copies of documents as set out in 3.7 below;
 - vi. Provide a work email address and phone number for an employer reference;
 - vii. Provide an email address and phone number for an existing landlord/letting agent (if applicable);
 - viii. Pay the first month's rent, security deposit, inventory fee and check-out fee;
 - ix. Complete a direct debit mandate for future rent payments;

- x. Sign a copy of the gas safety certificate (where applicable) to confirm receipt;
- xi. Sign a copy of the energy performance certificate (where applicable) to confirm receipt;
- xii. Sign a copy of 'Controlling Condensation' to confirm you have read, understand and agree with its contents;
- xiii. Sign the tenancy agreement;
- xiv. Sign a copy of the 'Prescribed Information' relating to your security deposit.

3.8 In accordance with paragraph 3.6v above, you agree to provide us with copies of the following documents:

- i. Proof of your 'right to rent' in accordance with government requirements, which can be found at: https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/573057/6_1193_HO_NH_Right-to-Rent-Guidance.pdf
- ii. Proof of current address, eg a utility bill or phone bill less than three months old showing your name and address;
- iii. Your last three months' bank statements for your main current account, ie, the one into which your salary is paid;
- iv. Your last three months' pay slips and/or offer of employment letter dated within the last three months if starting a new job.

4. Security Deposit

3.9 The security deposit will be equal to five weeks' rent (monthly rent x 60 / 52).

4.1 Where we are managing the property, the deposit will be transferred to and held by the Deposit Protection Service for the duration of the tenancy. This ensures that your deposit is protected, and that any disputes are resolved quickly and impartially by an independent Alternative Dispute Resolution (ADR) service.

4.2 At the end of the tenancy a check out inspection may be carried out to assess the condition of the property. If applicable, deductions will be made for any damage and cleaning (including any garden areas) if the property has not been left in a satisfactory condition.

4.3 The property should be returned in the same condition it was in when you took possession at the start of the tenancy, less an allowance for reasonable wear and tear.

4.4 Your deposit will be returned to you by The Deposit Protection Service, less any deductions for damage if

applicable.

- 4.5 The deposit cannot be used by you to cover rent.
- 4.6 Where we are not managing the property we will collect the deposit and pass it to the landlord.
- 4.7 If you keep a pet in the property then a larger security deposit may be required, at the discretion of the landlord.

5. Payments

- 5.1 Our Client Account sort code is 09-06-66, and the account number is 43351238.
- 5.2 All payments prior to the start of your tenancy should be made by bank transfer to our Client Account. We do not accept cheques or cash payments. Your first month's rent and security deposit must have cleared into our Client Account prior to your taking possession of the property.
- 5.3 All rent payments after the start of your tenancy must be made by direct debit, five days in advance of the rent payment date, to allow time for funds to clear into our account. If you pay your rent late then you may incur a late payment fee – see Section 8 for more information.
- 5.4 If you stay on after the end of the fixed term and the tenancy continues as a monthly periodic tenancy, the landlord will be entitled to increase the rent on the anniversary of the start date of your tenancy and in every subsequent year in the same proportion as any increase in the Consumer Price Index (CPI) (or such other index as shall replace the CPI), over the preceding year. Alternatively the rent shall increase as agreed between you and the landlord. If we do not contact you regarding the rent increase the rent will remain the same for that year.

6. Form of Tenancy

- 6.1 Unless specified otherwise the tenancy will be an Assured Shorthold Tenancy for a minimum period of six months.

7. Tenant Responsibilities

- 7.1 You are responsible for:
- 7.2 The accuracy of all statements made during the tenancy application process. You warrant that all information you provide to us is correct to the best of your knowledge and belief. In the event that you provide incorrect, false or misleading information to us which causes us to suffer loss, or causes legal proceedings to be taken against us, you agree to reimburse and compensate us for all losses suffered.
- 7.3 Returning the property at the end of the tenancy in the same condition of cleanliness and repair as at the

start of the tenancy, less an allowance for reasonable wear and tear.

- 7.4 Contacting the relevant utility providers prior to moving in, and payment of all utility bills.
- 7.5 Contacting the local authority prior to moving in, and payment of council tax.
- 7.6 Making rental payments on the due date.
- 7.7 Abiding by all the terms of the tenancy agreement.
- 7.8 Treating the property, furniture and fittings with care and respect.
- 7.9 Keeping the property in a clean and tidy condition to minimise wear and tear and prevent damage occurring.
- 7.10 Reporting of any defects, breakages or damage as soon as they occur.
- 7.11 Providing access to the property (having first been given at least 24 hours' notice, unless it is an emergency) for the purposes of inspection and repair. You may not unreasonably deny access to us or our contractors during normal working hours, so long as we have a legitimate reason for visiting the property.
- 7.12 Insuring your own possessions during the tenancy. We recommend that you also obtain insurance to cover the cost of any damage caused to the property by you or any visitors.
- 7.13 In cold weather, maintaining an adequate level of heating to prevent frost or cold weather damage to water systems or subsequent damage caused thereby at any time during the tenancy.
- 7.14 Using basins, sinks and toilets for their intended purposes only, and not blocking waste pipes or drains through misuse, eg attempting to dispose of food, fat or cooking oil. Any repair and maintenance costs incurred as a result of misuse will be recharged to you. In addition we will charge you at our hourly rate for our administrative time in dealing with the issue.
- 7.15 Maintaining an adequate level of heating and ventilation to the property at all times in order to prevent condensation and mould growth.
- 7.16 Maintaining an adequate level of heating and ventilation in the property, and minimising water vapour levels when cooking, showering, drying clothes, etc, in the property, to prevent condensation and mould occurring. Condensation and mould growth is always a tenant issue and never a property issue. We will provide you with a guide on how to control condensation, which we will ask you to sign to confirm you have read, understand and agree with its contents.
- 7.17 Cleaning and descaling taps and showerheads on a regular basis to minimise the risk of legionella amplification.

- 7.18 Testing all smoke detectors and carbon monoxide detectors on a weekly basis, replacing batteries as required, and notifying us of any non-working detectors.
- 7.19 Replacing any non-working lightbulbs, including any bulbs to extractor units and ovens.
- 7.20 Respecting your neighbours' rights to the quiet enjoyment of their properties.
- 7.21 Not acting in a manner which could cause nuisance to neighbours.
- 7.22 Not allowing any other persons aged 18 or over not named on the tenancy agreement to reside at the property. An au pair may reside at the property on presentation in person at our office of written documentation confirming their role, plus:
- i. their passport, if a citizen of an EU or EFTA state;
 - ii. their passport and T5 visa, if a non-EU citizen.
- 7.23 Using the property for the purpose of residential accommodation only.
- 7.24 Properly securing the property by locking all doors and windows when you are away from the property for any period of time.
- 7.25 Not leaving the property unoccupied for more than 14 days without first informing us or the landlord.
- 7.26 Not parking, repairing or cleaning vehicles on any grass areas around the property.
- 7.27 Not carrying out major vehicle repair on the drive or in the street outside the property.
- 7.28 Paying for any damage or breakages over and above normal wear and tear.
- 7.29 Giving proper written notice of your intention to vacate the property (minimum one month notice period, which must start on the day of the month your rent is next due and end one day before the following rent payment is due).
- 7.30 Not losing any keys, entry cards or parking permits to the property.
- 7.31 Not locking yourself out of the property – please see Section 8.
- 7.32 Putting out rubbish bins for collection on the correct day in accordance with local authority requirements, and disposing of all rubbish in accordance with local authority guidance on recycling and rubbish disposal.
- 7.33 Disposing of junk mail, flyers, etc, and post of previous occupants.
- 7.34 If renting a room only in a shared property, for reasons of health and safety and as a courtesy to other residents:

- i. Keeping all shared areas clean and tidy, eg. by vacuuming floors if you walk mud or leaves into the property.
- ii. Not leaving excessive personal effects in shared areas, eg. bicycles, shoes, etc.
- iii. Cleaning basins, baths and kitchen areas after use, and leaving them as you would like to find them.
- iv. When cooking, washing up any crockery, utensils, etc. immediately after use. Not leaving washing up in the sink for other residents to do before they can use the kitchen.
- v. Not relying on the cleaners to clean up after you. The fortnightly clean of communal areas is a general clean only.
- vi. If renting a room only in a shared property, paying a share of the costs of any work required to shared areas which have been caused by tenants' acts or omissions contrary to the terms of the tenancy agreement and/or these Terms of Service. Such costs to be divided equally by the number of tenants in occupation at the time of costs being incurred, unless an individual tenant admits responsibility and agrees to be billed for the cost of the works in their entirety.

7.35 Acting in a 'tenant-like' manner at all times.

7.36 **Pre-tenancy cleaning** – We give you the following options regarding pre-tenancy cleaning:

- i. We can arrange for a professional pre-tenancy clean for you prior to your check-in appointment, using our vetted cleaning contractors (subject to sufficient notice and cleaner availability). This option is free of charge, although you will be required to hand the property back in a similarly clean condition at the end of your tenancy as that in which you received it at the start of your tenancy. If you wish to take this option then you agree to pay for your professional end-of-tenancy clean in advance, using our cleaning contractor, along with your first month's rent and security deposit, to avoid any disputes over cleaning at the end of your tenancy.
Pluses: Best if you prefer a 'done for you' service, or if you have limited time. Cleaning can be done prior to check-in. Pre-tenancy clean is free.
Minuses: May be more expensive than using your own cleaner. End-of-tenancy clean is payable in advance.
- ii. You can arrange for a professional pre-tenancy clean yourself after your check-in appointment, using your own cleaning contractor. If you choose this option then you will be responsible for any damage your contractor might cause to the property. We do not make any cleaning charges to you either at the start or the end of your tenancy.
Pluses: Best if you prefer more control over cleaning but are still too busy to do it yourself. May be cheaper than using our cleaner. End-of-tenancy clean is free.
Minuses: Cleaning can only be done after check-in, you would be responsible for any damage

caused.

- iii. You can choose to clean the property yourself.

Pluses: Best if funds are tight, or you prefer to clean things yourself.

Minuses: Cleaning can only be done after check-in. Could be time-consuming. You will need to return the property at the end of your tenancy in at least as clean a condition as that in which you received it at the start of your tenancy, so you might need to do some cleaning at the end of your tenancy, too.

8. Fees to Tenants

8.1 All fees include VAT and are as stated in this Terms of Service for Tenants document.

8.2 **Changes to tenancy** – Due to the Tenant Fees Act, we no longer offer this service.

8.3 **Lock outs** – Due to the Tenant Fees Act, we no longer offer this service. If you should lock yourself out of your property or lose your keys, you will need to call a locksmith, at your own expense, to let you back into the property. If they need to change the lock then you will also need to pay for the new lock, plus all costs for making good any damage caused to the property by the locksmith. You agree to provide us with a key for the new lock within seven days of the lock being changed. If renting a room only in a shared property and the front door lock is changed, you also agree to provide each tenant with a new front door key within 24 hours of the lock being changed.

8.4 **Late payment of rent fee - 3% + base rate.** If you pay your rent later than 14 days after the due date we will charge you a late payment fee equal to 3% + base rate for each day that your rent is late.

8.5 **Repair call-out charge** – You may be liable for repair or call-out charges in certain circumstances – please see Section 11 for more information.

9. Leaving Before the End of the Fixed Term

9.1 Due to the Tenant Fees Act, you can no longer end your tenancy before the end of the fixed term. If you leave the property during your fixed term, you will still be responsible for making all rent payments, and paying all utility and council tax bills, until the end of your fixed term.

10. Mediation

10.1 We operate a complaints handling procedure which includes redress mechanisms approved by the Royal Institution of Chartered Surveyors (RICS) Regulatory Board. A copy of our complaints handling procedure is available on request. You agree to attempt to resolve any dispute by following our complaints procedure.

11. Repair and Maintenance

- 11.1 Should your property require repairs to the structure or services, we will deal with them in a timely manner whilst having regard to what is reasonable in the circumstances. For example, if your heating stops working, we will get a heating engineer to you as soon as possible, but how soon will depend upon a number of factors, all of which are outside our control, such as time of year, weather conditions and contractor workloads.
- 11.2 You agree to notify us of any repair or maintenance issues using our online reporting system, which is available via our website, at <http://www.knightpropertymanagement.co.uk/tenants/index.htm>
- 11.3 When you notify us of a repair, we will arrange for a contractor or an employee of KPM to attend your property in accordance with 11.1.
- 11.4 If a contractor or an employee of KPM attends your property and finds a repair to be a tenant responsibility or that no repair is required, then you agree that any reasonable costs incurred by the contractor or KPM will be deducted from your security deposit at the end of your tenancy.
- 11.5 It may be appropriate with some reported repair issues to instruct a contractor to attend at short notice, in which case an out-of-hours call out charge might be payable to the contractor. Such cases will be judged at our discretion, based on the circumstances. You may be liable for this charge as above.

12. Access

- 12.1 Access may be required to your property at any time during normal working hours for the purposes of maintenance, repair, inspection, or viewings.
- 12.2 We may use our keys for the purposes of undertaking interim inspections and viewings.
- 12.3 We may use our keys to provide access to our Gas Safe registered gas engineer for the purpose of carrying out the annual gas safety check.
- 12.4 You may refuse us access, but must not do so unreasonably. Continued denial of access without good reason could potentially lead to termination of your tenancy.
- 12.5 We will give you a minimum of 24 hours' notice of our intention to enter your property, except in an emergency.

13. Emergencies

- 13.1 An emergency is defined as, 'a situation that poses an immediate risk to health, life, property, or environment,' eg. fire, flooding, or structural damage.

- 13.2 If in doubt as to whether a situation is an emergency, consider that in a true emergency you would probably dial 999 first.
- 13.3 While some repair items may be inconvenient (eg. showers not working, no hot water) they are not emergencies and will be dealt with in accordance with Section 11.
- 13.4 Subject to the above, we provide a 24 hour emergency call out service to tenants. This may be to help secure the property if a window or door is damaged, or to help find alternative accommodation if the property has become uninhabitable.
- 13.5 No heating in your property may be considered an emergency depending on the circumstances, eg. weather, time of year, vulnerability of occupiers, etc. If no heating engineers are available to attend within a reasonable period of time then we may at our discretion provide temporary radiators for you.
- 13.6 In an emergency we may enter the property without notice.

Declaration

I confirm that I have read, understand and agree to these Terms of Service for Tenants:

Signed – Tenant 1

Signed - Tenant 2

Signed for and on behalf of Knight Property Management