

## PRE APPLICATION FORM (STRICTLY PRIVATE AND CONFIDENTIAL)

DATE:

### PROPERTY

YOU HAVE ENQUIRED ABOUT RENTING A PROPERTY AND WE ARE PLEASED TO PROVIDE YOU WITH THE FOLLOWING:

- A PRE APPLICATION FORM FOR THE PROPERTY
- THE APPLICATION TERMS - WHICH EXPLAIN THE PAYMENTS TO BE MADE, THE CONSENTS YOU ARE ASKED TO GIVE, THE PROCESS TO BE FOLLOWED AND THE MAIN POINTS OF THE TENANCY AGREEMENT

PLEASE COMPLETE THE PRE APPLICATION FORM (NO MORE THAN 4 RELATED APPLICANTS ARE ACCEPTABLE) AND RETURN THE COMPLETED FORM TO US AT OUR HORBURY OFFICE.

ONCE WE HAVE RECEIVED YOUR PRE APPLICATION FORM, OUR REFERENCING COMPANY VAN MILDERT WILL CONTACT ALL THE LISTED APPLICANTS TO COMPLETE A FULL APPLICATION FOR TENANCY.

PLEASE NOTE THAT THE PROPERTY MAY CONTINUE TO BE ADVERTISED AS BEING AVAILABLE FOR RENT DURING THIS PROCESS UNTIL THE DOCUMENTS ARE RECEIVED AND A HOLDING DEPOSIT IS PAID - SEE THE EXPLANATION IN THE APPLICATION TERMS.

IF YOU REQUIRE ANY OTHER INFORMATION OR IF WE CAN BE OF ANY FURTHER ASSISTANCE PLEASE CONTACT US ON 01924 260022.

TELEPHONE ANY OFFICE FOR MORE INFORMATION OR EMAIL  
[RENTED@RICHARDKENDALL.CO.UK](mailto:RENTED@RICHARDKENDALL.CO.UK)

WAKEFIELD  
01924 291294

OSSETT  
01924 566555

HORBURY  
01924 260022

NORMANTON  
01924 899870

PONTEFRACT  
01977 798844

CASTLEFORD  
01977 808210

# PRE APPLICATION FOR TENANCY OF RESIDENTIAL PROPERTY

This Pre Application Form and the attached Application Terms together make up a Pre Application (“your Application”) to Richard Kendall Estate Agent Ltd trading as Richard Kendall Estate Agent (referred to as “we”, “us” and “our”). The Pre Application is made by you, the Applicant(s) (referred to as “you” and “your”) whose details are set out in this Pre Application Form and is for a Tenancy of the Property (referred to as “the Property”) described in these forms.

## THE PROPERTY:

## THE APPLICANT – FULL NAME(S) OF PROPOSED TENANTS

No more than FOUR people can be Applicants / Tenants

Applicant 1:

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Applicant 2:

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Applicant 3:

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Applicant 4:

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## ADDRESS(ES) AND TELEPHONE NUMBERS, OF ALL APPLICANT(S):

**Address(es) and telephone numbers, of all Applicant(s):**

Please also provide an email address if you have one.

**Applicant 1 Address:**

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**Tel:** .....

**Email:** .....

**Applicant 2 Address:**

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**Tel:** .....

**Email:** .....

**Applicant 3 Address:**

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**Tel:** .....

**Email:** .....

**Applicant 4 Address:**

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**Tel:** .....

**Email:** .....

## PLEASE ADVISE THE REASON FOR RENTING:

## PRE APPLICATION TERMS

These Application Terms explain the **Tenants Payments**, the **Process** involved in and the **Main Points** of, the proposed Tenancy. When you complete the Pre Application form you are:

1. giving your Consents as noted below and
2. agreeing to the Tenants Payments and
3. acknowledging that the Process and the Main Points have been explained to you.

**You should ask us if there is anything you do not understand.**

### Consents

In completing the Pre Application Form you are **agreeing that**:

1. if you pay a Holding Deposit (as explained in Tenants Payments) then as long as you are entitled to a refund of the Holding Deposit at the time of entering into a tenancy agreement, that refund may be made by you deducting an equivalent amount from the first months rental payment;
2. If a Holding Deposit is requested then the amount payable by you will be capped at 1 Week's rent.
3. Van Mildert can undertake background and financial referencing checks on (each of) you.
4. We can send your personal and financial information to the Landlord to assist in a decision being made with regard to your application and (if a tenancy agreement is granted) your future occupation/use of the Property. The Landlord will be advised to treat this information as confidential and to use it in accordance with the Data Protection legislation

### Tenants Payments

From 1<sup>st</sup> June 2019, the law provides that a Landlord or a Letting Agent may only require a Tenant applying for a tenancy to make specific types of payments, some of which have limits on the amounts requested. These payments are (further details of these are available on request):

1. The Rent due under the tenancy
2. A refundable Tenants Deposit – Capped at 5 Weeks' rent
3. A refundable Holding Deposit (see above under Consents) - Capped at 1 Week's Rent. Please note
  - The Deadline for retaining this Holding Deposit is 15 days unless a longer period is agreed between you and us / the Landlord
  - A Holding Deposit must be repaid if a tenancy agreement is completed, **or** the Landlord decides before the Deadline not to enter into the agreement **or** no tenancy agreement is completed between Landlord and Tenant before the Deadline.

A Holding Deposit may not be refundable if:

- A Tenant fails a Right to Rent check or,
  - A Tenant provides false or misleading information which the Landlord reasonably considers materially affects a Tenants suitability to rent the Property) or,
  - A Tenant notifies the Landlord or Letting Agent that they do not want to complete a tenancy agreement or unreasonably delays in completing it
4. Payments in the event of a default:
    - If rent is not paid on or within 14 days after the due date as specified in the Tenancy Agreement then interest is charged on rent which has not been paid, calculated from the date the rent is due at 3% above Bank of England base rate
    - If Keys or Key Fobs are lost then payment of the reasonable costs incurred in replacing
  5. Payment where a Tenant requests variation, assignment or replacement of a tenancy. The payment in this case is not to exceed £50 (including VAT) or the reasonable costs of the person to whom payment is to be made
  6. Payment where a Tenant requests early termination of the Tenancy Agreement – such payment cannot exceed the loss suffered by the Landlord or reasonable costs by the Letting Agent. Please note that a Landlord is not obliged to accept an early termination.
  7. Payment In respect of Council Tax where the Tenant has failed to pay it
  8. Any payment in connection with the provision of a utility to the Property (meaning electricity; gas or other fuel; water or sewage)

9. Payment for a television license
10. Payment for communication services (telephone other than a mobile telephone; internet; cable television or satellite television)
11. Green Deal Charge

### The Process

- We (or the Landlord) will undertake Right to Rent checks under the Immigration Act 2014 as appropriate
- Once you have completed this Pre Application form, your details will be passed over to our referencing company Van Mildert who will contact you to complete the Application for tenancy.
- We will require to see **original** photographic evidence of identity for all Applicants (i.e.driving licence or passport) as well as proof of address (i.e. a utility bill – but not a mobile phone bill) for each Applicant.
- If the Landlord accepts your application you will be asked to pay a refundable Holding Deposit as explained under Tenants Payments above.
- Once this Holding Deposit has been received we will instruct Van Mildert to begin the referencing process.
- If the referencing process is satisfactory then we will report to the Landlord and, if instructed by the Landlord to do so, we would offer you a Tenancy of the Property and will send you a copy of the Tenancy Agreement to read before arranging for you to sign it.
- We will require payment of:
  - a. the **first months rental** and
  - b. the amount of the **Tenants Deposit** (see Main Points below).

Please note that if a Holding Deposit has been paid by you then as explained above under Tenants Payments, you will be entitled to a refund of that Holding Deposit. As set out in point 1 under Consents (above) that refund will be made by way of a deduction of the equivalent amount from the first months rental.
- If we are managing the Property on behalf of the Landlord as well as letting it we will also explain the procedures concerning the drawing up and completion of an Inventory relating to the condition of the Property and of items in the Property which should be done before a Tenant takes up occupation of the Property.
- If the references are not satisfactory then if you have made any advance payment of rental or Tenants Deposit, these will be repaid to you - but no interest will be paid on the amounts. Please note that we may be entitled to retain the amount of the Holding Deposit as explained under Tenants Payments above

### The Main Points relating to the Tenancy

- Applicants must be able to show that they have sufficient income to enable them to manage the payments due with regard to the Tenancy.
- The monthly rental will be advised to you. All rents are per calendar month and are paid on a specific day in each month by Standing Order (after the first month's rental which is paid in advance as explained below)
- A deposit ("Tenants Deposit") will be required from you and we will advise you of the amount required which will not be more than five weeks rent for the Property. The purpose of the Tenants Deposit is to cover damage or breakages at the Property. It is not the same thing as a Holding Deposit
- If we are also managing the property as well as letting it, the Tenants Deposit will be held by us as independent stakeholders and the procedure for this is explained in the Tenancy Agreement. The Tenants Deposit will be held under the Tenancy Deposit Scheme operated by The Dispute Service Ltd and you will be provided with prescribed details of the arrangements. The Tenants Deposit will be returned to you on a written agreement between you and the Landlord following the check-out process at the end of the tenancy. Please note that we do not pay interest on monies held on the Tenants Deposit or other money held on behalf of both Landlord and Tenant.
- If the Landlord is proposing to manage the Property and requires payment of a Tenants Deposit then the Landlord is legally obliged to place the bond or deposit in an approved Tenancy Deposit Protection Scheme – a Custodial Scheme where a third party administrator holds the deposit or one of two Insurance based schemes. The Landlord must tell you which scheme is being used and provide you with prescribed details of the scheme.
- One month's rental and the Tenants Deposit are payable in advance and must be paid in cleared funds (meaning by Personal Debit Card, Building Society cheque, Bankers Draft, Cash

or Bank Transfer). Where payment is to be made by Bank Transfer this must be made at least 24 hours before signing the Tenancy Agreement. We do not accept personal cheques or Credit Cards for this purpose

- The Tenancy will be an Assured Shorthold Tenancy under the 1988 Housing Act (as amended) and the Tenancy Agreement will be in the form provided by ARLA of which we are a member firm.
- The Tenancy Agreement sets out the obligations imposed on both the Landlord and on you, as Tenant.
- Where you, the Tenant, is more than one person then the Tenancy Agreement applies to all of you together and to each of you on your own. Each of you can be held fully responsible for payment of all rent and all liabilities falling on a tenant as well as for the consequences of any breach of the Tenancy Agreement.
- You will be responsible for informing all utility companies (gas, water, electricity and Council tax) at the start of the tenancy and arranging final readings / accounts at the end of the tenancy.
- Pets are not normally allowed. If you have a pet please discuss this before completing an Application.
- Some Landlords state that they would prefer to let properties to non-smokers. Please discuss this before completing an Application
- The Tenant is responsible for maintaining the gardens at the property to a good standard
- You are strongly advised to take out your own personal contents cover as your possessions are not covered under any insurance put in place by the Landlord.

**Please note** that this is a **PRE APPLICATION**, not a tenancy itself. Although we will deal with this application in accordance with the Code of Practice for Residential Letting Agents issued by the Property Ombudsman and process the application accordingly, the Landlord is not obliged to offer a tenancy to you nor are you obliged to take the tenancy until the Tenancy Agreement has been signed.

**Signed by** the Applicants

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