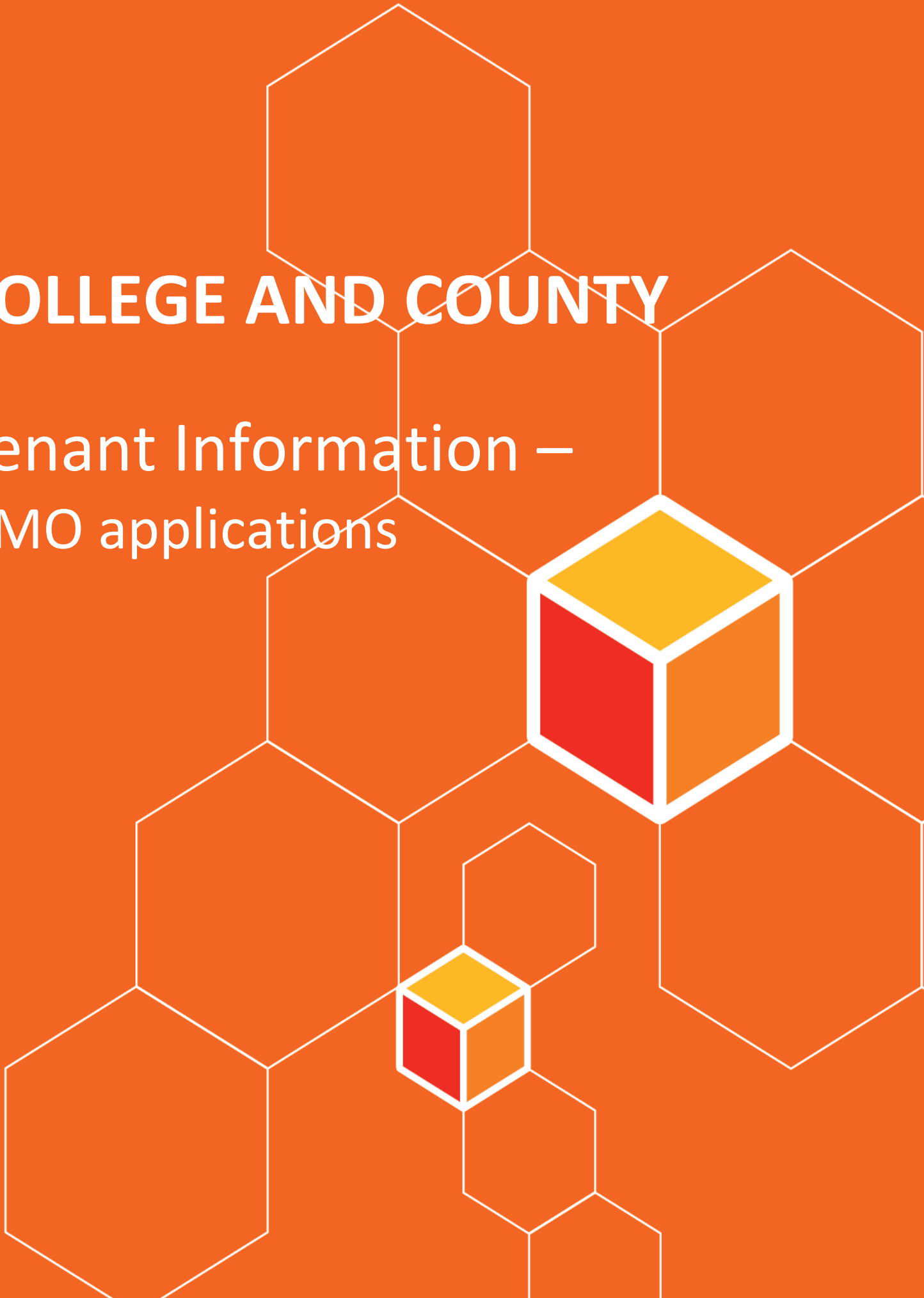


COLLEGE AND COUNTY

Tenant Information –
HMO applications



Welcome to College and County!

As an ARLA registered Letting Agent we endeavour to provide a fair and equitable Tenancy Agreement and level of service to both our Landlord and Tenant.

The following information is intended to provide new Tenants with a more detailed guide to the general application process, the relationship between the Landlord and Tenant and the role played by College and County as the Agent.

The Tenancy Agreement will set out the legal obligations of both Landlord and Tenant; a draft of the tenancy agreement will be sent to you as part of the application process so that you have time to read it and seek independent legal advice should you wish to do so prior to signing. You can also view general copies on our website, within the Tenants>Guides and Documents section.

There are other queries that are not always so clearly defined within the actual agreement and these notes attempt to answer some of the more frequently asked questions about the process and agreement. If you require further information, please do not hesitate to ask one of our lettings team, although should you require clarification on legal issues, we do recommend that you seek independent legal advice.

This information is for guidance only and does not guarantee you a Tenancy on the Property.

1. Applying for a property

Once you have viewed a property and decided you would like to apply, the first step is to send your application email to us at lettings@collegeandcounty.co.uk. This should be a single email from the group with a few lines of information about each person: name, email address, mobile number, where you work/study, what year and course you study/your job title, hobbies/interests/background, if you are in receipt of salary, scholarship/stipend funding or using a guarantor (must be EU homeowner), and who will be paying your deposit. If you don't send the relevant information asked for above, this will delay your application and you could miss out on the property.

This information is then sent on to the landlord of the property to be considered, along with any other applications we've received for the property.

If accepted by the landlord (subject to contract) your application will then be processed through our new online app – it's very easy to do on your phone, tablet or PC.

We will send each tenant an email which contains a link to sign up and pay the admin fee by debit or credit card (please note, there is a small transaction fee). Once all tenants have completed that step, you'll each receive another email asking for further details, photo ID (you can snap a pic of your passport on your phone) and reference/guarantor contact details.

This does not guarantee you a Tenancy but the Property is then taken off the market (subject to contract) and withdrawn from advertisement whilst your application is being processed.

From here we will be waiting for guarantors to complete their agreements and references to be returned before we move onto signing the tenancy agreement. A draft copy will be sent to you for review and can also be seen on our website: Tenants->Guides and Documents.

2. Administration Fee

We charge a single admin fee of £140 per person (inc. VAT) which goes towards the costs for processing the application: obtaining references, drafting guarantor agreements, producing a Tenancy Agreement, registering the deposit etc. If you choose not to go ahead with the property after applying, this is not refundable.

If a tenant decides not to go ahead with the tenancy after signing the agreement, a £200 change of tenant fee is payable to reprocess the group's application.

Provided the application is successful, this sum also covers the costs of an accompanied check-in at the start of the tenancy (where we manage the property).

We do not charge renewal admin fees (provided the group remains the same) or check-out fees.

This amount must be paid before we process your application and is non-refundable.

3. References

References required will depend on your situation and there are essentially 3 sections to referencing – financial income, previous landlord and credit check. We also legally have to check your identity.

Financial – if you are employed or a salaried post graduate student/researcher, we will contact your employer for a reference; if you are a funded post graduate student/researcher in receipt of scholarship or stipend, we will contact your funding provider for a reference; if you are an undergraduate student or non-funded post graduate, you will need to provide an EU home owner to act as guarantor. If they own a property in the EU but are based outside of the EU, we need the EU property address, not the one where they actually reside; if you are not salaried or funded, and don't know an EU home owner, you can ask the other tenants if their guarantor would be happy to act for you too, or you can request (in an email) to pay a portion of rent in advance.

If you are in a probationary period at a new job, the landlord may request a guarantor or portion of rent in advance as additional security.

Rent in advance is usually 6 months' rent and is held by the landlord as payment for the last months of the tenancy. It must be agreed by the landlord and specified in the tenancy agreement, so if you would like to pay rent in advance for any other reason, you **must** let us know at application stage.

Landlord – if you are currently or have previously lived in a rented property with a tenancy in your name, we will contact your landlord or the managing agency for a reference.

Credit Check – this check looks at your credit history and credit score as well evidence of CCJ's, IVA's and similar. If you know you've had a negative credit matter previously, we recommend that you advise us in advance so that it's not a shock to the landlord and we can explain the circumstances. We do not complete credit checks for undergraduate students.

ID – as well as taking photo ID for every tenant, it is now a legal requirement that we complete a Right to Rent check for every tenant. For this check, each tenant needs to come into the office with their passport (and visa if applicable) before the start of the tenancy agreement. Do let us know if you don't have a passport so we can discuss alternative options.

4. Deposit

Unless we advise otherwise, the deposit will amount to one and a half month's rent. The Deposit relates to the Property, not on an individual tenant basis. For convenience to the applicants, we are happy to accept the deposit in the form of more than one payment but it will be registered as one sum and returned as one sum at the end of the tenancy to the nominated Head Tenant, using the details we hold for your rent payments, where they are held.

The deposit is due in full to the following schedule, which will be specified in your tenancy agreement:

Oxford Brookes University Undergraduates – 3rd May 2017

University of Oxford Undergraduates – 31st May 2017

These deposits must be paid by debit or credit card over the phone (2.5% charge for credit and non UK cards).

Post Graduates and Professionals (or undergraduate applications being processed after the above dates) – on the signing of the tenancy agreement.

These deposits will be paid through the online app via credit card, debit card or via online transfer.

If someone else will be paying the deposit on your behalf e.g. parent, you must tell us at application stage.

All deposits must have cleared in our account by the deadline date stated, so you must ensure you plan ahead if you're transferring money from a savings account, parents or abroad.

College and County have opted to safeguard the deposits we hold with the Tenancy Deposit Scheme, which is administered by The Dispute Service Ltd. For further information on this please go to www.thedisputeservice.co.uk. The deposit will be registered within 30 days of the payment being taken in accordance to current regulations and the relevant documentation will be emailed to the group.

Where a landlord registers the deposit themselves, the deposit will always be due on the signing of the tenancy agreement and must be transferred directly to the landlord. The Landlord will then send the relevant deposit information directly to the tenants; the scheme they use will be confirmed in the tenancy agreement.

5. Rent

The Rent for all our HMO/shared houses is payable in equal monthly payments (12 equal monthly payments for a 12 month tenancy term) which are due on the 1st of each month throughout the tenancy.

The first payment will be taken between the 1st and the 5th of the month that your tenancy starts, no matter what date in that month your tenancy starts.

Your final payment will be taken between the 1st and the 5th of the month prior to your tenancy ending, as you've effectively paid the final part month in advance.

So, if your tenancy runs from 20th August 2017 – 19 August 2018, your first payment would be 1st August 2017 and your last payment would be 1st July 2018.

Rent will be paid monthly by Direct Debit and will be taken between the 1st and the 5th day of each month. You will complete a direct debit form as part of your application. This form gives College and County authority to take the rent from the account each month. If you do not have a UK account yet, or it is too late in the month for us to set the direct debit up for your first payment, you will need to pay your first month by card over the phone. If someone would like to pay the rent on your behalf, you must put their bank details on the form.

Please note that where we collect the rent, we are at liberty to impose charges for payments which are late, payments by means other than that specified in your tenancy agreement, reinstating cancelled direct debit instructions etc - all of which are outlined in your tenancy agreement.

If the Landlord manages the property and collects the rent themselves, the rent schedule will be slightly different. For undergraduate students, the first month's rent will be due in May 2017. For professionals and postgraduates, the first month's rent will be due on signing of the agreement with the deposit.

Rent is then due on the same date each month, in line with the tenancy start date and is due by standing order to the landlord directly. You will complete a standing order form (or set up online) as part of your application instead of a direct debit form. Please note that we do not set up or control standing orders, we just send your form to the bank, so if you have any problems you need to discuss with your bank and landlord as appropriate.

6. Check-In

We carry out accompanied and thorough check-ins for all the properties we manage. As part of your application, we will arrange a specific time on the start date of your tenancy agreement to meet you at your new home.

At this arranged time, you will meet a member of our property management team at the property and this person will be your point of contact for reporting maintenance throughout your tenancy.

This appointment serves to introduce you to the house properly and give you the information you need for a successful tenancy. This includes handing over paperwork, keys and the check in pack, taking opening meter readings, discussing utility accounts and council tax, explaining how to use the relevant systems in the house, explaining how to report maintenance and answering any questions you might have. We allow 30-45 minutes for this appointment.

We strongly recommend that all tenants are present for this appointment where possible and it is important to be on time. As you can see from the above, there is a lot of information covered at the check in appointment and experience tells us that the groups who have the smoothest tenancies are those who all attended their check in and received the information first hand!

Please be aware that you cannot have keys, move into the property or have access to the property before your tenancy starts.

Where the landlord manages the property themselves, we will still arrange a check-in time and briefly handover between you and the landlord, and they will then carry out the check-in.

7. Inventory

At your check in appointment, we will provide you with two printed copies of a detailed Inventory and Schedule of Condition. This should be checked thoroughly by yourselves against the condition of the property and you then have 7 days to make any amendments or annotations you might feel necessary. As we appreciate that it might not be possible for the full group to attend the check-in, remember that whoever is present needs to check the whole house on behalf of the full group.

If you do want to make any amendments, only items regarding the condition of the property should be noted on the inventory. Anything which needs fixing, looking at immediately or cleaning should be reported to us immediately via email or FixFlo so they can be rectified as quickly as possible. Amendments should be written onto both copies of the Inventory then initial and sign where directed and return one copy to the office. The duplicate copy should be retained by your group for your records – we suggest you leave it in your check in pack in the property so that everyone has access. This annotated version of the inventory is the one which the property will be compared against at the check-out report and used for proposing deposit deductions.

If we do not receive a signed copy of the inventory within 7 days, it will be assumed that you accept the inventory as a true statement of the condition of the property and this version will be used for comparison at the check-out at the end of the tenancy.

8. Utilities and Bills

Utilities are the responsibility of the Tenants unless stated otherwise in your Agreement and you are responsible for the entire duration of your tenancy agreement, not just the dates you live there.

As part of your check in, you will be provided with contact numbers for agencies who can confirm the current suppliers for the property and opening meter readings for your utilities. It is entirely up to you if you stay with the current supplier or switch but if you do move to another supplier, we strongly advise that you contact the previous supplier to advise them you are changing to avoid being billed twice.

to set up your utility accounts, you just need to call your chosen suppliers and provide them with your opening meter readings and the start date of your tenancy (NOT the date you all physically move in).

If you require phone/internet access at the property this is again tenant responsibility unless otherwise stated in your tenancy agreement. The majority of properties have a standard phone line installed but we recommend that you check this – most suppliers are able to tell you while you're arranging your services but you may need to call BT directly. There may well be set up and connection charges to pay which is tenant responsibility and the time taken for internet to be set up can vary considerably and often be a few weeks during the busy summer season.

Our recommendation is that you contact your chosen supplier before you move in to make the necessary arrangements, but bear in mind that neither you nor any representative will have a right to access the property before your Tenancy commences.

If you are looking to have Fibre Optic and there is not a connection already installed, you must ask for permission from the landlord as the supplier will need to drill a hole through an external wall. Drop us an email and we can speak to the landlord.

Please note that we cannot provide advice about what suppliers are best or provide details of the previous occupants' contract details.

If you legally require a TV licence for the property (please refer to the TV Licensing website www.tvlicensing.co.uk), it is tenant responsibility to purchase one. This is irrelevant of who owns the actual TV (i.e. if the landlord provides a TV for the house, it is still tenant responsibility to purchase a TV licence if legally required). If you do not legally require a TV licence, you still need to tell TV Licensing that you do not legally require one. Any fees or charges due to the tenants not having a TV licence or not registering that they don't require a licence are the responsibility of the tenants.

9. Council Tax

The tenants are responsible for paying council tax for the duration of your tenancy on the property, unless otherwise stated in your tenancy agreement. At the beginning of your tenancy you must inform the council of your tenancy start date and they will then begin charging you accordingly.

If you are a full time student you will be exempt from council tax but you must inform the council about this or they will still charge you. They will usually ask for a copy of your enrolment letter or proof that you are a current full time student and they will then send over an exemption certificate for the property. You must keep this safe.

If you do not inform the council that you are exempt from paying council tax and get your exemption certificate, you will be liable for all council tax charges and any late payments charges that the council imposes.

If you are a mixed group of students and professionals, usually the whole house council tax charge would still be applicable. Any properties with only a single tenant who is liable for council tax would usually be eligible for a 25% discount but you must check with the council tax department.

10. Contents Insurance

The Landlord will have Buildings Insurance to cover the property but we advise our Tenants to ensure that any personal effects brought into the Property are covered by Contents Insurance. We recommend opting for 'tenants insurance' which provides cover for your personal belongings and also offers third party cover for accidental damage to the Landlord's items at the property i.e. furniture in a furnished property.

You are responsible for ensuring that the Property is left secure at all times and not doing so would usually void any insurance policy.

11. Parking Permits

We advise you to contact the Oxford Parking Shop (www.oxfordparkingshop.co.uk) to check if you are entitled to a parking permit/s whilst living in the Property. This is the department of the council which deals with all the parking permits within Oxford and they will be able to confirm how many permits the property is entitled to, how much they cost and how to apply for one.

Most standard properties on permitted streets without its own drive are entitled to two permits and a number of visitor/day permits per year but this can vary. There are planning restrictions on some premises which do not allow any permits to be issued for tenants of the property (often where large properties have been split into flats) and the council does sometimes review permit entitlement.

The Parking Shop will require an executed copy of your Tenancy Agreement to provide you with a parking permit – you will be provided with your executed agreement on the start date of your agreement via email and a physical copy at your check-in. You cannot get an executed copy before this. Your car also needs to be registered in your name, and at the property address.

Please note that neither College and County or your landlord will accept any responsibility for parking entitlement, changes to parking entitlement, parking costs or security of your vehicle.

12. During the Tenancy

It is important that you look after your property during the tenancy and act in a tenant like manner. This means generally keeping the property and exterior areas clean and tidy, being respectful to neighbours and ensuring that you report any maintenance immediately (for managed properties you will report directly to us, for properties where the landlord manages the property themselves, you need to speak directly to your landlord). Maintenance to us must be reported in writing (via email or FixFlo, you can call first if you would like) and we then discuss the issue/s with the landlord and agree a course of action.

We endeavour to respond quickly and keep tenants up to date at all times but we do request your patience during extremely busy times of year, like the summer. Please also bear in mind that the landlord is the decision maker and for the majority or requests, we do need their express permission before we can arrange a contractor to attend, which usually cannot be obtained immediately.

It is important to note that any damage caused as a result of you not reporting maintenance in a timely manner is the liability of the tenants, as is any damage you cause yourselves above fair wear and tear.

13. Post

During your tenancy you may receive post in the name of previous tenants, the landlord or addressed to 'the current occupiers'.

Anything which is in the name of previous tenants should be marked 'return to sender' or 'RTS' and put into a red Royal Mail post box.

Anything in the landlord's name you should bring to us in the office as soon as possible.

Anything which is addressed to the current occupiers you should open yourselves as this is you! It may just be junk mail in which case of course you can dispose of it but it might be from TV Licensing or the Council.

As the beginning of your tenancy you may well receive a utility bill for the landlord – this is for the period between tenancies and needs to be paid so it's important that you bring this to us as quickly as possible.

If you find that are receiving repeated utility bills for the previous occupiers you should contact the supplier or bring this to us in the office as they might not have paid their final bill and we want to avoid it being passed to a debt collection agency.

14. Property Visits

If we are managing the Property, we will conduct visits during the tenancy and these happen about twice a year – usually in autumn and spring. We will notify you by email approx. 1 week in advance of a visit.

The purpose of a visit is to confirm that both parties are fulfilling their contractual responsibilities in relation to the property. This means that we will be checking that you are keeping the property in good condition but this is also our opportunity to check the property in general and to draw the Landlord's attention to any general and larger maintenance works they may need to do in the future or at the end of your tenancy. If there is anything which may cause concern for the landlord or may result in the Landlord proposing deductions from your Deposit at the end of your tenancy, we aim to point this out to you and provide advice so that you are able to act now and protect your deposit.

If there is anything in particular you would like to draw our attention to at the visit you are more than welcome to point it out or if you won't be there you can email us in advance or leave a note.

If we visit the property at the arranged time and the property is not in a suitable condition to review, there is an admin charge to yourselves of £50 for a repeat visit.

15. Maintenance and Requests

With regard to maintenance, our role is to process maintenance reports and other requests from Tenants and discuss with the Landlord where appropriate.

The first thing we will do with any maintenance report or request is to go through lots of questions with you. We do this to ensure that we gather sufficient information to fully understand exactly what the issue is, the severity of the issue, which (if any) type of contractor may need to attend and the level of work which might be required. Many issues are simple to rectify and you will be expected to do some things yourselves. Remember that if you report maintenance and a contractor is sent out but the issue is actually tenant responsibility or a tenant mistake/misuse (a blocked drain gully caused by putting food, fat or grease down the kitchen sink for example), the landlord will likely pass the invoice on to you for payment and we charge 10% + VAT admin fee, so following our guidance and answering our questions is largely for your benefit.

If the issue can't be rectified by the tenants, we then discuss with the landlord and gain their authorisation to go ahead with a contractor if required. We will then arrange this (note that some landlords have their own contractors and will arrange this themselves or might attend themselves) and let you know when they're attending. If the maintenance is very urgent or relatively urgent, we may send them same day, less 24 hours' notice. Please note that we have to have express permission from landlords (it's their money we're spending!!) and this cannot usually be done instantly so please bear with us, although if the matter is urgent and the landlord is not responding we are usually able to go ahead. Also remember that contractors are busy, especially in the summer, and their next available appointment may be a few days away.

16. Early Termination/Leaving the Tenancy

Assured Shorthold Tenancy Agreements are for a fixed term and Tenants cannot give notice to end the tenancy prior to the end date in the tenancy agreement (unless subject to a break clause).

Of course, we recognise that circumstances beyond your control do occur and should you need to leave before the end of the Term we may be able to facilitate this, subject of course, to securing the agreement of the Landlord. The procedure for this will vary depending on the situation – as examples this could entail a tenant leaving for a short time, a tenant leaving entirely or the whole group leaving entirely.

There is considerable paperwork to be done to change a tenant on an agreement,, all tenants must agree and there are admin fees involved (please refer to C&C Guide to Charges on our website).

In any situation, the tenant/s remain liable for the rent, utilities and all contractual obligations until new tenant/s are found, irrelevant of how long this might take (although not after the official end of the tenancy).

If you require further information on this please ask a member of the Lettings Team who can talk you through the process in full, specific to your situation. As always, it is your right to seek independent legal advice.

17. End of the Tenancy & Deposit Return

We arrange check-out appointments for all our managed properties (if your landlord manages the property, please speak to them about end of tenancy procedures, check out and deposit return) on the last day of the tenancy (this may be moved to a Monday if it falls on a weekend but you won't be charged extra rent) and this appointment time will be confirmed to you via email, along with lots of information about the process.

You do not have to be present for the check-out but we do strongly advise that someone from the group is there. The property must be fully vacated and cleaned by this time as you will not be able to arrange access after this. Properties should be cleaned to a professional standard (please see tenancy agreement, special clauses) with all tenant keys left in the property. If you would like any cleaner/gardener/contractor details just drop the property management team an email a month or two before the tenancy ends.

Either your property manager or an inventory clerk will attend the check-out appointment to check the property against your original inventory and check-in information, take closing meter readings and you must also provide a forwarding address. They may discuss some general information with you but will not be able to discuss specific deposit deductions at this stage. A report is then created and sent over to the landlord for review and the landlord decides if they would like to propose any deductions to your deposit.

If there are proposed deductions, they are listed and sent over to you via email. If you accept the proposed deductions, the deposit is then returned to the Head Tenant and the landlord accordingly. If you would like to discuss the deductions further, the main undisputed amount of deposit is returned to the Head Tenant and the amount equalling the proposed deductions is retained until an agreement is made, and then returned to the Head Tenant or the landlords accordingly. If agreement cannot be attained, you have the right to refer the matter to the relevant deposit scheme for adjudication, as per the scheme rules.

19. Contacting the Landlord

Where we manage the property, all correspondence should be directed through us. You can of course call us with any queries, but maintenance and requests must be reported in writing (via email or FixFlo) and we advise copying all tenants in so that everyone is aware of any issues and to avoid multiple tenants reporting the same thing.

The name and correspondence address of your Landlord will be shown on your Tenancy Agreement. Unless the Landlord instructs us, we are not obliged to provide phone numbers or email addresses for the Landlord(s).

The majority of our correspondence is through email and you should check your inbox regularly to ensure you are up to date. We will email you to advise you of any approaching inspections, maintenance visits, viewings and all correspondence regarding your reported maintenance.

Our email addresses at the office are:

lettings@collegeandcounty.co.uk (for lettings administration)

accounts@collegeandcounty.co.uk (for finance)

propertymanagement@collegeandcounty.co.uk (for property management and reporting maintenance).

If your landlord manages the property themselves, their contact details will be on your check-in form and you will usually be introduced to them at your check-in.