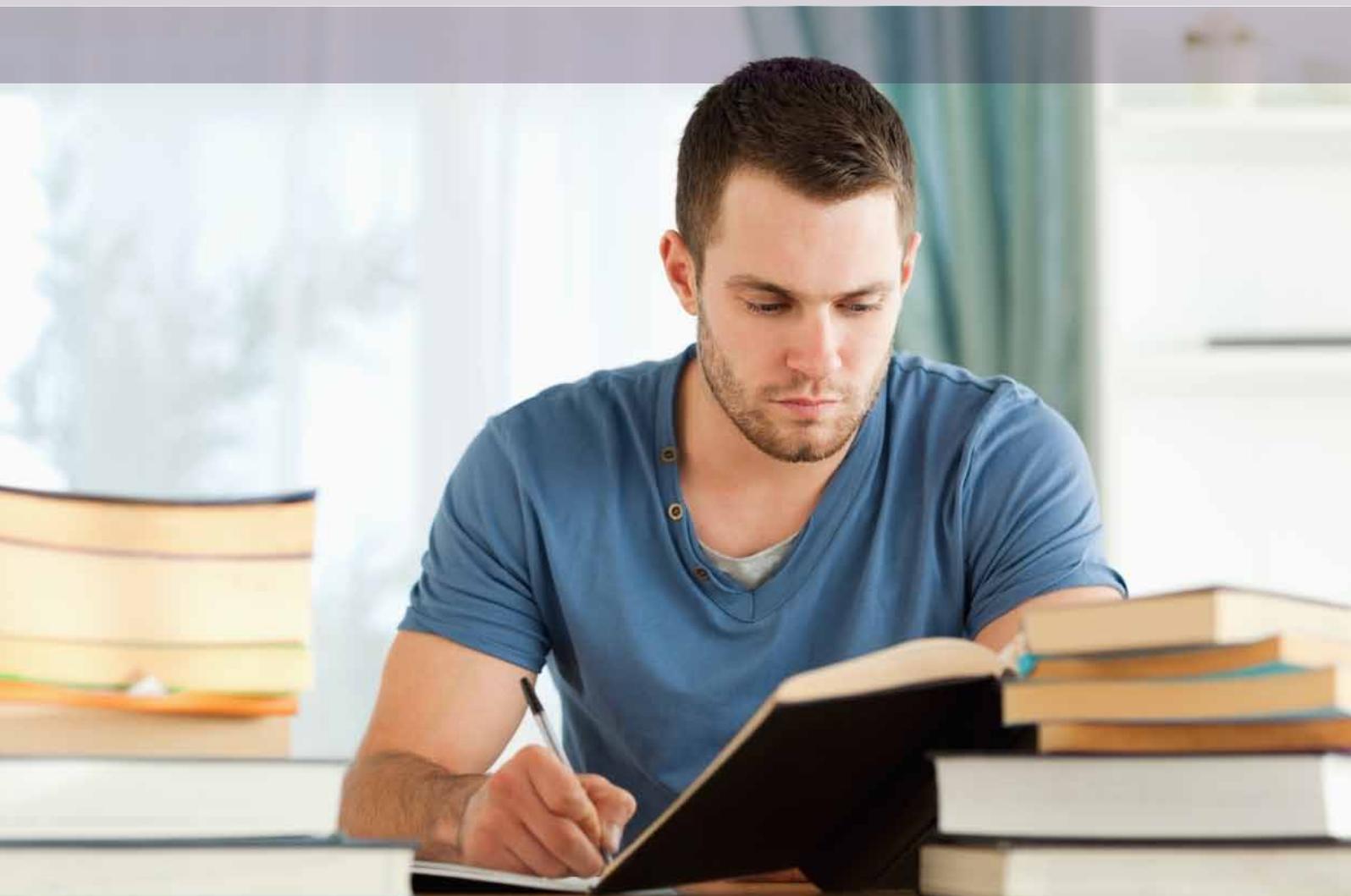




# Student Accommodation

## Terms and Conditions



Renting a property can be an uncomplicated and pleasant experience, provided you are aware of, and understand, all the ground rules.

We are a specialist letting agency and take great pride in the management of the properties in our care. Whilst our client is the Landlord, we take our duty of care to the Tenant very seriously. When you rent a property through Rees & Associates you can rest assured that we will do our best to ensure that you are well informed and feel at home and happy during your tenancy. We will not charge you set up or referencing fees, but we will take a small holding deposit to secure your interest in the property.

This document is designed to inform you of the processes involved when renting student accommodation through Rees & Associates and outline what is expected of you. Your responsibilities and obligations are detailed in the Tenancy Agreement that you will be asked to sign. A sample copy of the Tenancy Agreement is available free of charge on request so that you can see in advance what these responsibilities and obligations are, and have the opportunity to ask us to explain anything you do not understand. Alternatively you may wish to seek other professional or legal advice, such as the Citizens Advice Bureau or a solicitor.

## PROPERTY APPLICATION & RESERVATION

It is important to understand that a property is let "as seen". Any special requests regarding decorations, furniture, fixtures and fittings must be made and agreed between the Landlord and Tenant before the application process commences. If the property was occupied when you viewed it, you will have been advised regarding any items which will not be included in your Tenancy, but we recommend you also ask for clarification to avoid any misunderstanding or disappointment.

- Where two or more unrelated persons are wishing to share the Tenancy, they will be required to do so under a joint and several liability, and their actions and obligations under the Tenancy Agreement will be joint and several in all respects. This means that each tenant is not only individually liable, but also wholly responsible for all Tenant obligations and sums due under the Agreement, not just a proportionate part. If one or more persons fail to comply with their obligations or pay their proportion of any sums due, the other occupants named as Tenant are obliged to pay the difference.
- We will cease marketing a property once we have received satisfactorily completed reservation and application forms for every lettable room in the property, including copies of acceptable identification and proof of residency, plus a Holding Deposit equivalent to one week's rent.
- At this stage your offer will be deemed to have been accepted by the Landlord, subject to contract and satisfactory references.
- We would ask that you nominate a 'Lead Tenant' who will act as the primary point of contact between you and Rees & Associates regarding the application process. All correspondence either verbally or written regarding the application will be made through them.

- We will carry out reference checks and prepare necessary documentation at no cost to you. This will include:
  - The taking up of references on every applicant and guarantor will be carried out by Van Mildert Landlord and Tenant Protection Ltd – normally a full credit check and a current or previous landlord/letting agency report if available. (Please note we may contact you to request further information should we need to make more enquiries).
- Should one or all of the applicants withdraw from the proposed Tenancy prior to signing the Tenancy Agreement, or the Landlord is forced to withdraw as a result of fraudulent information provided, you will forfeit all or part of the Holding Deposit.
- Should the Landlord withdraw from the proposed Tenancy prior to entering into the Tenancy Agreement for reasons other than those described above, the Holding Deposit will be returned to you in full within seven days of the landlord's withdrawal.
- Where the tenancy proceeds the Holding Deposit will be credited to your rent account.

## IDENTIFICATION, REFERENCES AND GUARANTORS

- Two forms of Proof of identification will be required. Acceptable identification documents are:
  - Valid Student NUS card
  - Valid Passport
  - Current drivers licence
  - Birth certificate
  - Censored bank/credit card statements (dated within the last 6 months)
  - Utility bill (dated within the last 6 months)
- Financial, employment, previous landlord and character references as applicable may be requested.
- A Guarantor is always required where the applicant is in full or part time study. A personal guarantor must have been resident in the UK for at least three years, and a homeowner and be in full time employment.

- Financial Checks are limited to the UK, therefore overseas Guarantors are not permitted.
- Credit checks and references will be taken on the Guarantor/s as part of the application process. The landlord will not consider your application until we are in possession of all of the references.
- The Guarantor will be required to sign a Guarantee Agreement agreeing to be bound under the terms of the Tenancy and to pay any rent arrears, interest and any fees due under the Tenancy Agreement and/or damage caused to the property that is not covered by the security deposit.

## THE TENANCY AGREEMENT

- The Tenancy Agreement period is normally for the Academic year, commencing 1st August and running through to the 30th June in the following year.
- The Guarantor Agreement will be sent to your Guarantor in advance of the Tenancy Agreement. This document must be signed and returned before the Tenancy Agreement can be entered into.
- Once we are in receipt of this document you will be required to attend our offices prior to the start of the Tenancy to sign the Tenancy Agreement (which will usually be an Assured Shorthold Tenancy).
- It is sometimes possible to renew the tenancy for a second or subsequent year, subject to Landlord's approval and contract.

## RENT

- The first month's rent will be invoiced prior to the Tenancy start date and can be paid by banker's draft, building society cheque or cash on or before the start of the Tenancy. Please note that personal cheques will only be accepted by prior arrangement and at least ten working days before the Tenancy is due to commence to allow for clearing. All cheques should be made payable to Rees & Associates Property Management – Client Account.
- The rent thereafter will be payable by bank standing order on each and every subsequent month throughout the period of the tenancy.
- Bank details will be required when signing the Tenancy Agreement in order to complete a bank standing order mandate. This is very important as keys will not be released until a bank standing order mandate has been completed in full and signed.
- Where there is a joint Tenancy Agreement, the rent payments must be made by one standing order only.

## DEPOSIT

- A single deposit for the property equivalent to five weeks rent is payable at the beginning of the Tenancy.
- The deposit will be invoiced in advance of the Tenancy start date and payment of the deposit must be by banker's draft, building society cheque or cash. Please note that personal cheques will only be accepted with prior arrangement and at least ten working days before the Tenancy is due to commence to allow for clearing. All cheques should be made payable to Rees & Associates Property Management.
- The deposit is held throughout the term of the Tenancy as security against damage or disrepair of the property. We hold the deposit as Stakeholders in compliance with the Compulsory Tenancy Deposit Protection requirements of the Housing Act 2004, which state that all tenancy deposits paid by a Tenant in respect of an Assured Shorthold Tenancy must be safeguarded under a government authorised Scheme. Rees & Associates are members of The Dispute Service and all Assured Shorthold Tenancy deposits will be held and returned in accordance with the rules of that scheme, details of which will be provided to you. Please note that at no time can these deposit monies be used for payment of rent.
- At the end of the Tenancy the property will be checked again against the inventory and the deposit will be returned to you, subject to deductions for the following:
  - Any agreed sum applicable and agreed between the Landlord and Tenant to recompense the Landlord, e.g. for cleaning or missing items or damage or disrepair not considered to be fair wear and tear.

Please note that interest is not paid on the security deposit.

- Compliance with all conditions and obligations of the Tenancy Agreement will also be taken into consideration.
- No deposit monies can be released until the keys to the property have been returned.
- We will ask you how you wish the deposit or balance to be repaid.
- Where there is a joint Tenancy Agreement, the deposit is returned in the form of one payment.

## INVENTORY

- A detailed Inventory of Contents & Photographic Schedule of Condition is prepared at the start of every Tenancy.
- At the end of the tenancy, the property is checked again against the Inventory to establish whether any deductions are required from your deposit to compensate the Landlord for any missing items, damage or disrepair which cannot be attributed to fair wear and tear. (See Deposit above).
- This is an essential process and the document is particularly important for all Assured Shorthold Tenancies which are required to comply with Compulsory Tenancy Deposit Protection regulations. In the event of a dispute at the end of the Tenancy, this document, together with the check out findings, will be used to reach resolution.
- You will be provided with a copy of the Inventory when you move in, which you are required to sign and return within 14 days as confirmation that you agree with the information shown. If you fail to do so, it will be construed that you accept the contents and have no queries or comments. It is therefore in your interests to thoroughly check the details of the Inventory as it will affect the deductions made from your deposit.

## UTILITIES AND COUNCIL PROPERTY TAX

- Before you move into the property, we will read the gas, electricity and water meters (as applicable) and notify the relevant service providers of your residency. Some utility providers may require a deposit if you have not previously had a supply in your name.
- You must arrange for the telephone line to be transferred into your name, as we are unable to do this on your behalf. In the event that the telephone line is disconnected, it will be your responsibility to arrange and pay for reconnection.
- Similarly, we will close your accounts with utility providers when you vacate the property and arrange for final bills to be sent to your new address.
- Qualifying students are currently exempt from council tax. In order to claim exemption we must have a copy of a valid student exemption form prior to the commencement of the Tenancy.

## INSURANCE

- During the course of a tenancy, the Landlord's insurance will only cover the contents of the property provided by him, as detailed in the Inventory. This cover will usually be limited to loss or damage resulting from forcible entry, theft and water/fire damage caused through a system fault or failure. It may not extend to loss as a result of unforced entry, or accidental damage caused by your negligence or misuse.
- You are responsible for insuring your own belongings, and you may wish to consider insuring yourself against accidental damage to the Landlord's property caused by your negligence or misuse, in order to protect your deposit.

## POSSESSION & MAINTENANCE

- On the Tenancy start date, keys for the property will be available from our office, subject to the satisfactory completion of all the above pre-tenancy requirements. If you are unable to collect the keys on that day, and would like them posted to your home address, we can arrange to do so. Please note however that they will have to be sent by special delivery, for which you will be required to reimburse us for the cost of postage.
- During your tenancy we will be responsible for the Management of the property. In order to do so effectively we will visit the property every three months (by prior appointment) to ensure that the property is being looked after properly and to check for any maintenance issues.
- In between visits you are required to report any repairs/maintenance issues to us as soon as practically possible so that we can take remedial action to minimise the damage. Failure to do so may result in you being charged for the subsequent repair.
- Whilst the Landlord is responsible for routine maintenance to the property and for the systems and appliances within the property, you are responsible for day to day cleaning and upkeep of the property and you will be expected to take reasonable care of the property and its contents.
- If any damage is caused due to the negligence or improper use of the Tenant, which is considered to be beyond normal 'wear and tear', the cost of any resultant repair or replacement will be your responsibility. To avoid unnecessary costs for yourself or the Landlord, we ask that you take care to look after the property and it's contents.

- You should not abuse the property or infringe upon the peaceful enjoyment of the neighbourhood. As well as keeping the property clean, you should make every effort:
- To keep the property sufficiently ventilated to ensure condensation does not build up in problem areas such as bedrooms, kitchens and shower/bathrooms;
- To not allow rubbish to accumulate thereby avoiding any possible infestation and health hazard;
- To take steps to prevent freezing of the water and heating systems, particularly if the property is vacated during the winter months;
- To protect the property by ensuring that windows and doors are always securely locked when the property is unattended;
- To care for the appliances (as applicable) e.g.: Washing Machine: check filters are cleaned regularly.

## **OTHER RELEVANT INFORMATION**

- PETS are not normally permitted in rented property. You must advise us if you wish to keep any pet as special permission must be sought, but this may not be granted. If the Landlord does give his permission, then an additional Security Deposit will be required. The additional deposit will be no less than the equivalent of two months rent but this may vary according to the Landlord's requirements and the type of pet to be kept at the property.
- TELEVISION sets are not provided in rented property. Please note that the Tenant is responsible for paying the TV Licence fee in respect of the use of any television set in the property during the Tenancy.
- CABLE OR SATELLITE installations are not normally included in rented accommodation. Permission from the Landlord must be sought if you wish to install cable or satellite TV, but this may not be granted.
- GUESTS Whilst it is expected that Tenants may wish to have occasional guests to stay for short periods, please be aware that long term or multiple guests may constitute a breach of your Tenancy Agreement.
- LINEN is not usually provided in rented accommodation, even in furnished properties. You will need to supply your own bed linen and towels.

## **OFFICE CONTACT DETAILS**

- Unit 7  
Stow Court  
Stow Road  
Stow-cum-Quy  
Cambridge  
CB25 9AS  
t: 01223 81 00 55  
f: 01223 81 00 59  
e: [info@reesassociates.co.uk](mailto:info@reesassociates.co.uk)

## **OFFICE OPENING TIMES**

- 9.00 a.m. to 5.00 p.m. Monday – Friday