

Renting a property – What you need to know.

WhiteKnights are pleased to assist you with your next move and we are here to guide you through the process to ensure your move goes smoothly.

This guide will help you understand what's required of you as a tenant, and it should be kept for your records as it includes important information about your obligations and the costs involved with renting.

Holding Deposit

Once you have found a suitable property to rent and the general terms of the tenancy have been agreed, you will be asked to pay a holding deposit. This allows us to cease viewings at the property and carry out references. The holding deposit is equivalent to one week's rent (calculated as rent x 12 divided by 52) and must be paid as soon as you agree to proceed with the property. The payment must be made by bank transfer and the account details will be provided upon request. You will need to complete and return pages 7 and 8 of this guide for reference checks to commence.

In some cases tenancies cannot move forward after initial referencing and credit checks have been completed. In other cases, a tenant may have a change in circumstance after the holding deposit has been paid. WhiteKnights reserves the right to retain the holding deposit should any of the following apply:

- A tenant does not have the right to rent the property pursuant to the Immigration Act 2014 and the Landlord or Letting Agent were not informed at the time of the application and could not reasonably have been expected to know.
- If a tenant provides false or misleading information to the Landlord or Letting Agent which could have affected their decision in offering a tenancy.
- If a tenant decided not to enter into a tenancy agreement or fails to take all reasonable steps to enter into a tenancy agreement.

Should the Landlord withdraw from an agreement to let for any reason other than those listed above then the holding deposit will be returned to you in full.

References

We have a duty of care to the landlord to reference every tenant. We will also require photo ID and proof of your current address. Once the reference process has been completed a credit score, employment and landlord reference will have been obtained and these will be shared with the landlord. Once the landlord has approved these we will then be in a position to confirm the tenancy can proceed.

In certain instances, you may be asked to provide a guarantor for your tenancy. This is subject to the landlord's agreement and the guarantor undergoing credit and reference checks themselves.

If you have a criminal record, please ensure you advise us of this prior to completing your reference application.

Financial Assessment

The referencing company will require annual gross earnings of at least 30 x the monthly rental. If a guarantor is to be referenced then their income must be at least 40 x the monthly rent.

Tenancy Agreements

A tenancy agreement is the most important document for a tenant, a landlord and a letting agent. Once we receive satisfactory references and the landlord has approved them, you will receive a copy of the tenancy agreement. Please take time to read every section before signing and returning the document to us. If anything is unclear, please speak to a member of the lettings team.

WhiteKnights use DocuSign to complete the online signing of all tenancy agreements. Electronic signatures are valid and legally binding around the world. DocuSign provides industry-leading levels of eSignature enforceability and in many cases warrants compliance with a variety of laws and statutes.

Once the agreements have been signed by the tenants and the landlord, copies will be exchanged. Please keep a copy of the signed tenancy agreement in a safe place. WhiteKnights will also hold a signed copy on file for the duration of your tenancy.

Deposit

WhiteKnights will collect a deposit equivalent to five weeks rent (calculated as rent x 12 divided by 52 x 5) prior to the tenancy commencing. In most cases the deposit will be held by The Deposit Protection Service (DPS) and will be transferred to the DPS within 14 days of the tenancy commencing. More details can be found at www.depositprotection.com In certain cases the deposit may be transferred to the landlord and they will be responsible for registration/protection. You will be advised in writing prior to payment of the deposit who will register the deposit. Please note that your deposit cannot be used at any time to meet monthly rental payments. The deposit may be used to pay for any cleaning, damage, repairs or other breaches of the tenancy agreement when your tenancy comes to an end.

Looking after your rental property and respecting its contents is the best way to ensure your deposit is returned in full. We will aim to return the deposit, minus necessary deductions, as quickly as possible. If WhiteKnights are holding the deposit then we will require written confirmation from both the landlord and the tenants of any deductions to be made.

Zero Deposit Option

WhiteKnights have partnered with Zero Deposit to offer an alternative option to paying a traditional deposit. This is available subject to the landlord agreeing to offer this option and the tenant meeting the required criteria. Details of the scheme are available upon request or by visiting www.zerodeposit.com

Initial Payments

The deposit and balance of rent must be paid by bank transfer, either via online banking or by visiting your bank. Payment must be made at least three working days before the tenancy commences. Please note that we do not accept cash, debit or credit cards, personal or company cheques.

Rent Payments

Rent is always due on the monthly anniversary of your tenancy starting (for example if your tenancy starts on the 5th of the month, your rent due date will be the 5th). Rent must be paid by standing order and your standing order must be set up so that the rent reaches WhiteKnights or the Landlord (if the landlord is managing the tenancy themselves) on or before the rent due date. We will provide all the necessary bank details before you move in so you can set up a standing order with your bank.

WhiteKnights are unable to set up, change or cancel a standing order on your behalf. Therefore if your rent changes during your tenancy or when you vacate the property it will be your responsibility for notifying your bank.

Late or unpaid rent

If your rent is late or unpaid after 14 days of it being due, WhiteKnights or the Landlord will charge a fee of 3% above the Bank of England Base Rate backdated to the first day the rent was late.

Contents insurance

The landlord's insurance policy does not provide any cover for your contents so we recommend that your possessions are protected by a contents insurance policy set up by yourself. Upon request we can assist you in arranging a personal quotation before you move in.

Utilities (Managed Properties Only)

We work with Homeshift for the switch of utilities at the start and end of a tenancy. Homeshift will be in contact with you shortly to talk you through your options for energy & broadband suppliers. Homeshift will also advise the local council and Water Company of your new tenancy.

TV Aerial

The landlord is not obliged to provide a TV aerial to a property. If there is an existing aerial at the property, neither WhiteKnights or the landlord are responsible for testing the TV aerials prior to the tenancy commencing. In some instances, it might be possible to install cable or satellite television – you will need to obtain the landlord's permission for this and any costs must be met by the tenants.

Animals/Pets

We understand that a pet is part of the family but please let us know when you apply for a property if you have any pets, or if you intend to add a pet to the family during your tenancy. There will be extra terms and conditions for pet-owners that have to be added to the tenancy agreement.

Managing the Tenancy

Tenants will be advised at the start of the tenancy who will be managing the property. If WhiteKnights are managing the property then all maintenance queries should be reported as soon as possible. Our dedicated Property Management Department can be contacted on 0118 334 1123 or management@whiteknights.co.uk. They are available Monday-Friday 9am to 6pm.

If you're Landlord manages the property all maintenance enquiries should be directed to the Landlord as WhiteKnights will be unable to instruct works on the Landlord's behalf.

Variation, Assignment or Novation of a Tenancy

If you decide to leave a rental property but have found someone to take over your tenancy or want someone else to move into the property with you, you must let us know. The landlord's prior consent must be obtained and a charge of £50 will be incurred.

Early Termination

If you have to end your tenancy agreement earlier than the minimum agreed term, we will need written notice immediately. It's worth remembering that a tenancy agreement is a legally binding document and the landlord is under no obligation to release you from the tenancy. Should the landlord agree the tenant shall be liable to the landlord's costs in re-letting the property as well as all rent due under the tenancy until the start date of the replacement tenancy. These costs will be no more than the maximum amount of rent outstanding on the tenancy.

Renewal of Tenancy

We hope you will be happy in your chosen property and want to continue to live there. Prior to the initial tenancy expiring and with the landlord's permission we will re-negotiate a new tenancy for you. The renewal of the tenancy agreement will detail any rental increases and/or new conditions as well as any break clauses agreed. If you paid advance rental of 6 months or more at the start of your tenancy, you will be required to pay in advance again for the full term of any extensions to that Tenancy Agreement. If you wish to pay monthly upon renewal this will need to be agreed with the landlord and new references obtained prior to new documentation being issued.

To Let Boards

When a renewal has been agreed, a WhiteKnights 'Let By' board will be erected at the property for approx. 14 days.

Terminating the Tenancy

Tenants are required to provide written notice in line with their tenancy agreement. Please refer to your tenancy agreement for details of when and how much notice is required.

If an independent inventory check in was carried out at the start of the tenancy then it's likely that a check out will be arranged for the last day of the tenancy. **Tenants are advised but are not obliged to attend this appointment.** The Schedule of Condition will be used to compare the condition of the property at the start of the tenancy to its' current condition and a report will be compiled.

At the time of the check out all items must be located as noted on the inventory, any damage repaired and the property cleaned (inside and out) to the same standard as it was at the start of the tenancy. All keys must be handed over at the check-out appointment and the tenant will have no further access to the property. If any keys are missing the tenant will be liable for the cost of a replacement keys or for changing the lock(s).

Please note we will NOT forward mail on to you, you should set up a mail re-direction service at the Post office

Right to Rent – Immigration Checks and Documentation Required

Under Section 22 of the Immigration Act 2014 a landlord must not authorise an adult to occupy property as their only or main home under a residential tenancy agreement unless the adult is a British citizen, or European Economic Area (EEA) or Swiss national, or has a Right to Rent in the UK.

There is a legal requirement for all landlords of private rental accommodation in England to carry out Right to Rent checks for new tenancy agreements to determine whether occupiers aged 18 and over have the right to live in the UK legally.

The following identification documents will need to be provided to WhiteKnights to commence the reservation process. These documents must be the original documents (not copies) and must be shown to a WhiteKnights representative in our offices so that copies may be taken and certified as a true copy of the original. These certified copy documents will be retained by WhiteKnights for the duration of your tenancy and where applicable you will be asked to complete follow up checks.

Without the following documents we are unable to commence a tenancy.

All tenants aged over 18 years old who will be residing at the property

- Proof of current address, dated within the last 3 months.
This must be in the form of a bank statement, utility bill or council tax statement.
- Photographic ID - Passport

Additional requirements for non-European Citizens

- A copy of your passport or official ID card
- A copy of your visa/work permit confirming your eligibility to reside and work in the UK

Data Protection

For details of our data protection and privacy policy please visit: <https://www.whiteknights.co.uk/privacy-policy>

Complaints

WhiteKnights is a member of the Property Ombudsman which offers an independent redress scheme. In the unlikely event that you need to make a complaint about the service you have received from WhiteKnights please ask a member of staff for our complaints handling procedure.

Summary of Charges for Tenants

Holding Deposit	Calculated at 1 weeks rent (rent x 12 divided by 52) This is taken at the point an offer has been accepted by a landlord and prior to references being processed. This payment is held for 15 days by which point the tenancy agreement must be signed and dated. The holding deposit will be offset against the total balance due from the tenant prior to moving in. Should a tenancy not proceed due to unacceptable references or the tenant withdraws their application then the holding deposit will be retained by the agent/landlord (further details can be found in our Tenant's Guide).
Security Deposit	Equivalent to 5 weeks rent (rent x 12 divided by 52 x 5)
Zero Deposit Option	Available subject to references and landlords approval. More information available from a member of staff or at www.zerodeposit.com
Late Payment of Rent	From day 14 of the rent being late, the tenant will be charged a late rent payment back dated to when the rent was first due. The charge will be calculated at 3% above the Bank of England base rate.
Lost Keys/Security Devices	Tenant will be charged the reasonable costs involved in obtaining replacement keys/security devices which could include the charges for a locksmith's call out charge if applicable
Changes to a Tenancy	After the tenancy has started, should you request a change to the tenancy agreement i.e. permission to keep a pet, we will charge £50 for any permission/change to the tenancy required. This is subject to landlord agreeing to a change to the tenancy.
Early Termination of Tenancy	If a tenant requests an early termination of their tenancy and subject to the landlord's agreement, a charge of £360 will apply to cover the landlord's costs for re-letting in addition to rent until the day before a new tenancy commences. You may be asked to vacate up to 7 days prior to the termination date to ensure the property is ready for a new tenant to move in.

All the above fees are inclusive of vat. If you have any queries please ask a member of staff.

Pre-reference Information

Address to be rented

Holding Deposit £.....

Once satisfactory references are obtained, I agree to the holding deposit being retained by WhiteKnights and to be used towards the first month's rent YES / NO

Monthly rental amount £..... Proposed tenancy commencement/...../.....

Tenancy term

Do you have any pets? YES / NO if yes please advise

Do you have any children? YES / NO if yes please advise of names and ages.....

Deposit payable £..... (calculated at rent x 12 divided by 52 x 5)

Zero Deposit option

I/we would like to purchase a Zero Deposit Guarantee from zerodeposit.com if I/we meet the required conditions of the scheme and confirm that we have been provided with information about how the scheme works. YES / NO

Financial Assessment

The referencing company will require gross annual earnings equivalent of more than the monthly rental. Please confirm your (joint) earnings are equal to or greater than 30 x the monthly rental.

30 x £..... = £..... pa (Example 30 x £800 = £24,000 pa) YES / NO

Do any of the tenants have any CCJ's registered against them or entered into an IVA? YES / NO

If yes please provide further details.....

Employment Details

Please confirm your employment is Full Time Permanent? YES / NO

If the answer is no please confirm your employment situation.....

Are you within a probation period? YES / NO

- The information which I/we have given in these application forms are true to the best of my/our knowledge. I consent to this information being verified by fair and lawful means, which I understand will involve contacting referees and licensed credit reference agencies. I understand the resulting verified information will be forwarded to the letting agency and/or to the landlord. The results may also be assessed again if I apply for a tenancy in the future.
- Data Protection – I understand and agree that information provided may be used by WhiteKnights and passed on to a third party as necessary. I also understand that this information will NOT be sold for marketing purposes. WhiteKnights privacy policy can be viewed at www.whiteknights.co.uk/privacy-policy
- I am aware that I should inform WhiteKnights at the time of application of any bankruptcy orders, county court judgements or IVA's that have occurred in the past 7 years. Should an adverse credit score be received as a result of my failure to comply with the above, as per the tenancy application I understand that this will result in the loss of the holding deposit.

Declaration

Property Address

As discussed with a representative from WhiteKnights and subject to being agreed with the landlord, please confirm in writing any works required/special requirements to which this let is subject:

1.

2.

3.

- I/we have received and agree to the terms and conditions as set out in the Tenants Guide.
- I/we agree to take the property as seen.
- I/we am aware that unless otherwise stated I am not guaranteed any tenure beyond the initial tenancy term.
- I/we understand that I am responsible for arranging adequate insurance cover for our own contents/personal effects.

APPLICANT 1

Print Name

Signature

Date/...../.....

APPLICANT 2

Print Name

Signature

Date/...../.....

APPLICANT 3

Print Name

Signature

Date/...../.....

APPLICANT 4

Print Name

Signature

Date/...../.....