

## Tenancy Information – Complete Property Services Midlands Limited (The Agent)

### What this means?

It is highly important for tenants to be protected from unfair contract terms in tenancy agreements and regulations regarding how landlords and letting agents interact with Tenants. The Agent aims to be transparent and clear about the process of renting a property, providing detailed information about fees, charges, and penalties. Please note the following:

### Application Form

All prospective Tenants must complete an application form before referencing. The application form requires the following information:

- **Personal Details:** Title, Full Name, Date of Birth, Number of Children, Number of Pets, Telephone/Mobile, Email Address, and National Insurance Number.
- **Address History:** A three-year address history.
- **Landlord Details:** Name/Agent Company, Address, Telephone/Mobile, and Email.
- **Employment Details:** Start Date, Job Title, Annual Salary, Employer Name, Employer Address, Employer Contact Name, Employer Contact Number, Employer Contact Email, and Employer Contact Position.
- **Credit History:** Declaration of bankruptcy, County Court Judgements (CCJs), or Individual Voluntary Arrangements (IVAs).

Each prospective Tenant must also provide the following supporting documents:

- **Photographic ID** (e.g., Passport, National ID card, Visa, Residence Permit, Driving Licence).
- **Proof of Current Address** (e.g., Utility Bill, Council Tax Bill, or Bank Statement, dated within the last three months).

A guarantor may be required depending on the outcome of references or landlord preferences. If required, the guarantor must also complete an application form and provide Photographic ID and Proof of Current Address.

Upon submission of the application form and supporting documents to The Agent, the applicant agrees to allow The Agent to share this information with the landlord for consideration. If the application is successful, the applicant will have the opportunity to reserve the property by paying a holding deposit.

### Holding Deposit

In accordance with the Tenant Fees Act 2019, the holding deposit is capped at one week's rent. A holding deposit equal to one week's rent is required to reserve a property, allowing The Agent to remove the property from the market while referencing is conducted. The amount is calculated as follows:

$(\text{Monthly rent} \times 12) \div 52 = \text{Holding Deposit}$

Before paying the holding deposit, the Tenant must sign a document acknowledging its terms. If the Tenant decides not to proceed with the property before referencing begins, the holding

deposit will be refunded in full within seven days. The holding deposit may be retained by The Agent if the Tenant or guarantor:

- Withdraws from the tenancy after referencing has started or completed.
- Provides materially significant false or misleading information.
- Fails referencing or right-to-rent checks.
- Does not sign the tenancy agreement within 15 days from the start of referencing (unless an extension is agreed in writing).

Upon successful completion of referencing, the holding deposit will be put towards the security deposit. Tenants are advised not to pay a holding deposit without viewing the property and should only proceed if serious about taking on the tenancy.

### **Referencing**

Referencing is conducted through a third-party company, Vouch. By completing the application on Vouch, the applicant seeks to become a Tenant and understands that Vouch will carry out referencing checks on behalf of The Agent. The referencing process includes:

- **Credit and Public Record Check**
- **Anti-Money Laundering Check**
- **Right to Rent Check**
- **Current Landlord Reference** (confirming tenancy details)
- **Current Employer Reference** (confirming employment and salary)
- **Supporting Documents** (Proof of ID, Proof of Address, Proof of Funds such as wage slips/bank statements)

The results of referencing will be shared with the landlord for final approval.

### **Security Deposit**

In accordance with the Tenant Fees Act 2019, the security deposit is capped at five weeks' rent for tenancies where the annual rent is less than £50,000, and six weeks' rent if the annual rent exceeds £50,000. The deposit is calculated as follows:

$(\text{Monthly rent} \times 12) \div 52 \times 5 = \text{Security Deposit (or } \times 6 \text{ if annual rent exceeds } \pounds 50,000)$

The deposit must be paid before the tenancy begins. If the tenancy is an Assured Shorthold Tenancy (AST), the deposit will be held in the **Deposit Protection Service (DPS)**, a government-approved tenancy deposit protection scheme affiliated with The Agent. The Tenant will be provided with a DPS leaflet on move-in day (A Tenant's Guide to the Custodial Scheme).

The deposit will be returned at the end of the tenancy, provided that the Tenant:

- Has met the terms of the tenancy agreement.
- Has not caused damage to the property beyond fair wear and tear.
- Has returned the property in a similar condition to when the tenancy began.

- Has no outstanding rent or unpaid bills.

Deposits will be refunded (subject to the above) within **10 days** following the end of the tenancy. No deductions will be made unless notified in advance. Any disputes regarding deductions will be subject to **Deposit Protection Service guidelines**, including access to a free and independent **Alternative Dispute Resolution (ADR)** service where agreed by both the Tenant and The Agent.

### **Acceptance**

The Agent will prepare the tenancy agreement, property inventory report, and other relevant paperwork. Tenants will receive copies of:

- The most recent **Gas Safety Certificate** (where applicable)
- The **Electrical Installation Condition Report (EICR)** (where applicable)
- The **Energy Performance Certificate (EPC)** (where applicable)
- The **How to Rent Guide** (sent via email)

Before the tenancy can begin, subject to contract, referencing, and right-to-rent checks, the Tenant must pay:

- **One month's rent**
- **Security deposit** (five weeks' rent, or six weeks if applicable)

If a deposit replacement scheme is chosen, the tenant must provide proof of purchase by submitting an insurance certificate before the tenancy start date.

As part of the service, The Agent will transfer the property's utilities (where applicable) and council tax (if applicable) to the Tenant on move-in day. The Tenant is expected to pay rent, bills, and council tax on time.

### **Permitted Fees under the Tenant Fees Act 2019**

The following permitted payments may be charged to Tenants in relation to new contracts, as stated in the tenancy agreement:

- **Early termination of tenancy (when requested by the tenant):** If the Tenant surrenders the tenancy, they remain liable for rent until a new tenant moves in. A fee of three weeks' rent (including VAT) also applies to cover the cost of securing a new tenant.
- **Variation, assignment, or novation of tenancy:** £50.00 (including VAT) for changes such as adding or removing a name on a tenancy.
- **Late payment of rent:** If the rent remains unpaid for 14 days or more, interest will be charged at a rate of 3% above the Bank of England base rate. This interest will be backdated to the date the rent was originally due and will accrue daily until full payment is received.
- **Replacement of a lost key/security device:** £50.00 (including VAT) per item.

### **Memberships**

The Agent is a proud member of:

- **The Property Ombudsman Limited** – Redress Scheme: Membership Number L00067
- **Safe Agent** – Client Money Protection Scheme: Accreditation Number A1270