

# Application for Tenancy

By completing this form you are instructing Luke Miller & Associates to enter into negotiations with the owner of your chosen property.

Property address: \_\_\_\_\_ Postcode: \_\_\_\_\_

Rental amount: \_\_\_\_\_ Proposed move-in date: \_\_\_\_\_ Expected move-out date: \_\_\_\_\_

Name: \_\_\_\_\_

Current address: \_\_\_\_\_ Postcode: \_\_\_\_\_

Home tel: \_\_\_\_\_ Mobile : \_\_\_\_\_

Email: \_\_\_\_\_

Occupation: \_\_\_\_\_ Job title: \_\_\_\_\_ Length of service: \_\_\_\_\_

## Employment details:

Company name: \_\_\_\_\_

Contact: \_\_\_\_\_

Address: \_\_\_\_\_

Tel : \_\_\_\_\_

Email : \_\_\_\_\_

## Current landlord:

Mr / Mrs / Ms / M

iss: \_\_\_\_\_

Address : \_\_\_\_\_

: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Tel : \_\_\_\_\_

: \_\_\_\_\_

Email : \_\_\_\_\_

: \_\_\_\_\_

## Further information:

Do you intend to use a deposit replacement insurance product?  YES  NO

How many occupants will reside in the property in total (including children)? \_\_\_\_\_

What is the relationship between occupants? \_\_\_\_\_

Will anyone aged under 18 be residing at the property?  YES  NO If yes, how many? \_\_\_\_\_

Do you have pets?  YES  NO If yes, please provide details: \_\_\_\_\_

Do you require furniture?  YES  NO If yes, please provide details: \_\_\_\_\_

Do you require parking?  YES  NO If yes, please provide details: \_\_\_\_\_

Are you related to, living with, or 'connected' to a Luke Miller & Associates employee?  YES  NO If yes, please provide details: \_\_\_\_\_

If you have answered YES to any of these questions, or if there is any further information you think the owner should be aware of, please provide details below:

\_\_\_\_\_  
\_\_\_\_\_

**Conditions of offer:** Please specify any requests or conditions attached to the offer you are making. These points will be included in your tenancy agreement if they are agreed by the property owner.

**I confirm that the information I have provided above is accurate and that I have read and understood the terms and conditions detailed overleaf. I accept that by signing this document I am bound by its entire contents.**

**Signed:**

**Date:** \_\_\_\_\_



We are members of The Property Ombudsman and abide by The Property Ombudsman Code of Practice. You agree that we may disclose information relating to the rental of the property to The Property Ombudsman and other regulatory bodies, if you or the landlord have registered a complaint and The Property Ombudsman asks for it. You also agree that we may disclose your contact details to The Property Ombudsman if they ask for them, to assist in their monitoring of our compliance with the Code of Practice.

# Terms and conditions

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## Tenant fees

Should you wish to terminate your tenancy before the end of the term and the landlord agrees that you can terminate early, you will be responsible for the repayment of the pro-rata commission paid in advance by the landlord for the unexpired portion of the tenancy, unless you are exercising a break clause which is contained in your tenancy agreement. A charge of £50 inc VAT will be applied for any contract variation, novation, amendment or change of occupant at the tenant's request within an existing tenancy. It is your obligation to obtain written consent from the landlord for any change in the identity of the tenants. Upon receipt of this consent Luke Miller & Associates will draw up a Deed of Assignment for signature by all parties. If any charges remain outstanding at the end of the tenancy, Luke Miller & Associates will deduct the amount due from the deposit.

## Default fees

Default interest on rent more than 14 days in arrears will be charged at the rate of 3% above Bank of England base rate for each day of arrears until the arrears are cleared, payment to be made by cleared funds. A default fee is also payable for lost keys or other respective security devices limited to the actual cost of replacement.

## Renewal of tenancy

Please contact us in advance if you wish to extend your tenancy.

## Payment of rent

The first instalment of rent must be paid in cleared funds when you sign the tenancy agreement. Thereafter, rent is payable by standing order (unless agreed otherwise) to arrive on the due date as stated in the tenancy agreement. This means that the standing order must be set up so that the funds leave your account three days before the rent is due. The full rent must be paid by a single standing order, we are unable to accept multiple standing orders.

## Deposit

A deposit equivalent to five weeks' rent must be paid in cleared funds when you sign the tenancy agreement and is held by Luke Miller & Associates as Stakeholder for the duration of the tenancy in accordance with the terms of the tenancy agreement and where applicable Luke Miller & Associates will register the deposit monies with a deposit protection scheme on the landlord's behalf. Luke Miller & Associates excludes liability in relation to loss caused by the insolvency of a financial institution which holds deposits in its contracts with landlords and tenants.

All deposit deductions must be agreed in writing by both landlord and tenant upon the termination of the tenancy. The tenancy agreement entered into is between the landlord and the tenant and, therefore, the tenant cannot hold Luke Miller & Associates liable for any deductions made from the deposit which may fall into dispute. Any interest earned on the deposit shall be retained by Luke Miller & Associates.

## References

We will take up references based on the details that you have supplied to us. These references and any forwarding address may be passed to our client so that they can make a decision on granting a tenancy and/or exercise their legal rights to recover from you any unpaid sums or other losses at the end of the tenancy.

## Right to Rent

The acceptance of an agreeable offer is subject to you providing in person documentary evidence of your Right to Rent. It is a condition of the Agreement that all occupants aged 18 and over provide valid Right to Rent documents before occupying or residing in the property. You will not be permitted to occupy the property until you have proved your Right to Rent. Information relating to your Right to Rent will be passed to the landlord and the Home Office if required. If an occupant(s) has a time-limited Right to Rent follow up checks may require the occupant(s) to repeat the Right to Rent checking process in person to demonstrate that their visa/right to residency in the UK has been renewed or extended. If an occupant turns 18 years old while occupying the property follow up Right to Rent checks may be required to determine if their visa/right to residency in the UK is valid.

## Check-in and check-out

Luke Miller & Associates will be instructed by the landlord in relation to arrangements for any inventory and check-in. The landlord will be responsible for the cost of any inventory check-in and the check-out. As tenant you agree to indemnify the landlord for any loss incurred by the landlord as a result of failing to keep a previously agreed appointment with an inventory clerk at the property. We advise you to make yourself available for the inventory check-in and check-out.

## Subletting

By completing this form you confirm that you intend to enter into a private residential tenancy in your name and that you will not (i) sublet the property; (ii) advertise the property on any print or other media, including (but not limited to) internet-based marketing websites, or other social media or messaging websites or apps; or (iii) take in paying guests or lodgers; or (iv) assign the tenancy, without the prior written consent of the landlord.

## Management of the property

At the start of the tenancy we will advise you who is responsible for managing the property. This is not always Luke Miller & Associates. Where we are not managing the property we cannot authorise any repairs or maintenance or guarantee the speed at which repairs will be carried out. Where we are managing the property, we may have to obtain the landlord's consent before proceeding with a repair. Where we manage a property and hold keys, we can usually provide access to 'contract Luke Miller & Associates' or (with your permission). However, where we do not hold keys or the contractor is not willing to collect keys, it is your responsibility to provide access.

## Insurance

You should take out a suitable contents insurance policy throughout the tenancy to insure your own possessions, as such possessions will not be covered by any insurance effected by the landlord.

## Utilities

Luke Miller & Associates may provide a third party service to help tenants with the administration involved in moving which notify the local council, water supplier(s) and energy provider(s) when your tenancy starts and ends. You do not have to take this service from Luke Miller & Associates. At the application stage, Luke Miller & Associates will inform you of the companies details and also seek permission to utilise this service. However, if you do not want this service, please inform us and we will opt you out of this service. You will be responsible for the payment of telephone, gas, water and electricity accounts at the property during your tenancy, as well as council tax. It remains the tenant's responsibility to ensure that utility and council tax accounts are opened in their name at the start of the tenancy and closed at the end of the tenancy.

## Taxation

If you pay rent directly to your landlord's bank account and your landlord is resident overseas, you will be responsible for applying the provisions of the HM Revenue and Customs Non-Resident Landlords scheme for taxing UK rental income and should ask us for advice on this. These provisions do not apply where you are paying your rent to Luke Miller & Associates

## Anti-Money Laundering Regulations

Luke Miller & Associates subject to the Money Laundering Regulations 2017. As a result we will need to obtain and hold evidence confirming your identity, proof of your address and source / destination of funds. We will be unable to proceed with any offer until we are in receipt of this information and have completed a satisfactory AML check. Your identity may be subject to an electronic identity check, which may leave a soft footprint on your credit report.

Before the tenancy can proceed you need to provide us with a photo ID in the form of a valid Passport, UK Driving Licence or EEA National ID card and proof of your address.

## Data protection and privacy policy

Luke Miller & Associates complies with all applicable data protection and privacy laws in all our dealings with your personal data. Please refer to our Privacy Policy and Cookie Policy for full details of how we acquire and use your personal data and how you can opt out of certain activities. You can find this at <https://www.lukemiller.co.uk>. Please be aware that in the provision of our services, we may instruct other organisations to process personal data on our behalf and/or share personal data with law enforcement agencies, which may also involve the transfer of data outside the European Economic Area.

## Commission

Any commission, interest or other income earned by Luke Miller & Associates while carrying out our duties as agent in the letting and/or management of the property, for example by referrals or introductions made, to solicitors, tenant fees, EPC providers, contractors or inventory clerks will be retained by Luke Miller & Associates. Vetted contractors may pay a referral fee to Luke Miller & Associates. The fee paid will be included within the contractor's invoice and could be up to 15% of the total invoice amount depending on the service provided, the details of which are available on request. The amount of this fee will not affect the final amount payable by you to Luke Miller & Associates.

## VAT

All charges levied by Luke Miller & Associates are subject to VAT at the prevailing rate of 20%.

## Consequences of early termination

If you vacate the property prior to the end of the term, you will remain liable to pay rent until the term expires unless otherwise agreed. The landlord is not required to allow a tenant to end a tenancy early, but if an agreement is reached to surrender the tenancy the landlord may re-let during the fixed term, in which case you will also be responsible for an amount equal to any pro-rata commission fees that have been incurred by the landlord for the unexpired portion of the tenancy and the landlord's agent's reasonable costs incurred in respect of the termination of the tenancy. Where Luke Miller & Associates is the Letting Agent, this fee

is calculated at 11% + VAT (13.2% inc VAT) of the rent for the fixed term of the tenancy) AND if the new tenancy is for a lesser rent, an amount equal to the difference between the original rent and new lower rental figure up to the end of the original term. For the avoidance of doubt this clause shall not take effect where you are operating a break clause within your Tenancy Agreement.

## Complaints procedure

Should you have any problems with Luke Miller & Associates service which you are unable to resolve with the Negotiator involved or the branch/department, this complaint will be acknowledged within three working days of receipt and an investigation undertaken. A formal written response will be sent to you within 15 working days. Following the investigation, a written statement expressing Luke Miller & Associates final view will be sent to you and will include any offer made. This letter will confirm that you are entitled, if dissatisfied, to refer the matter to The Property Ombudsman (TPO) within 12 months for a review. For the avoidance of doubt, TPO will only review complaints made by consumers.

## Amendments

Luke Miller & Associates the right to change the schedule of fees and these terms of business upon providing reasonable notice in writing.

**Signed:** \_\_\_\_\_ **Date:** \_\_\_\_\_