TENANTS GUIDE

IN ENGLAND

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RMS | Rook Matthews Sayer

TENANTS GUIDE

You must be over the age over the age of 18 years old to rent a property from us. Please read this guide thoroughly before completing and signing your application form.

1. Right to Rent (R2R)

Under the Immigration Act 2014, we are required by law to carry out checks to establish that all Tenants have the Right to Rent in the UK, regardless of nationality. If you are a UK citizen, an expired or current UK passport is acceptable. Should you not hold a UK passport, you will need to follow the guidance available from the Government website:- https://www.gov.uk/prove-right-to-rent. If you are unable to provide us with your Right to Rent share code report and/or documents, then we may contact the Home Office direct using their online checking service to determine your Right to Rent, we will require you to provide us with your Home Office reference number for this.

2. Photo Identification & Proof of Address

We will send you a link to our electronic verification system called Credas, where you will be required to upload your Photo ID. Where you cannot be verified electronically, we will require you to upload a separate Proof of Address document in line with our Company Policy documentation. Acceptable documents are listed on the application form. Alternatively, we must see the original documents and in the presence of the holder. Your ID will be checked to comply with anti-money laundering (AML) regulations, politically exposed persons (PEPs), and includes UK and overseas Sanctions regulations. Documents provided will also undergo sophisticated anti-fraud checks for authenticity.

3. Offer to Rent

Once you have found a property you wish to rent, your request will be submitted to the Landlord where they will make an informative risk based decision regarding your suitability as Tenant. Any offer will remain subject to contract, satisfactory references and proof of Right to Reside in the UK until the Tenancy Agreements have been signed. Any delays in completing your application form or providing insufficient information regarding your application form, will cause delays to the process and any prospective move in date.

4. Affordability

Your income/annual gross salary (before tax) should not be less than 2.5 x the annual rent of the property e. g. a monthly rent of £650 would mean that you would need to be earning at least £19,500 i.e. £650 x 12 x 2.5 = £19,500. This must exclude any additional income that is not guaranteed which includes but is not limited to savings, commission, overtime, bonus, rental income etc.

5. Employment/Self-Employment/Pension and Benefits

You will need to demonstrate employment by providing us with details of your employer, we can only accept email addresses from official company domains. We will contact your employer for a written reference (email) to verify the information you have declared and to ensure you meet the criteria. You must be employed on a permanent basis for a minimum of 6 months. We will request 6 months of payslips in the event we require further clarification on your affordability. If you are self-employed, then your income should be verified by a Tax Return or we will apply for a reference from your accountant, who can confirm your earnings from the last 3 years. If you are in receipt of pension, we will require you to provide official pension statements documenting the amount and frequency of pension received. If you are in receipt of benefits, we will require you to provide official benefit statements, usually found on your online Government portal.

If you are starting a new job, are unemployed, do not meet the minimum affordability or employment length and/or unable to verify your income etc you may require a Guarantor (subject to Landlord approval), therefore please speak to the local branch for further information.

6. Landlord Reference

We will require details of your current/previous Landlord and we will approach them for a reference, where we will ask them to confirm your conduct as a Tenant, including but not limited to i.e. rental payments being made on time and in full, access allowed for inspection and safety certificate renewal, reporting repairs in a timely manner, any reports of Anti-Social Behaviour and if they would re-let their property to you.

7. Holding Deposit

Once an application is accepted by the landlord, you will be informed in writing and we will then request payment of the holding deposit from you, which will be no more than the equivalent of one week's rent. The holding deposit to indicates your serious intention to proceed with renting the property. If your application is successful the holding deposit will be deducted from the first month's rent and deposit. This payment does not oblige our client to let the property concerned or any other property to you and it does not commit the Landlord to granting a tenancy or constitute an offer of a tenancy. No interest will be paid on this holding deposit to which you are or maybe entitled.

8. Referencing

Once your application form has been fully completed and submitted along with supporting documents, the local branch will submit your application to our dedicated referencing team who will begin working on your application. We will apply for all references applicable to your application; employment, accountant, landlord etc. We may require a copy of your current tenancy, payslips, P60 or bank statements. It is advisable to contact all referees to prepare them for receiving reference requests via email. RMS will not be held liable for any delays caused by your referees.

9. Credit History

County Court Judgements (CCJs), bankruptcy orders, insolvency arrangements, debt collections and late payments (including rent) could have a bearing on you passing the referencing process. Any defaults should be disclosed in writing before signing this form, whether you believe they are active or inactive. We will carry out a credit check to verify this information and any omissions and/or falsifications may result in the instant failure of your application, we strongly recommend you review your own credit report before completing or signing this document. If you do not currently reside in the UK or you have lived in the UK for less than 3 years, we may not be able to credit check you, therefore a Guarantor may be required.

10. Guarantors

If you do not meet our criteria and the Landlord requests a Guarantor is provided, The Guarantor will firstly need to complete a Guarantor Application form and once all references have been completed they will need to sign a Guarantor agreement before you can move into the property. A draft version of the Guarantor agreement is available to read. Your Guarantor needs to be a UK resident and have permanent right to reside in the UK – proof of this will be required. They will also need to earn a minimum of 3 x the annual rent, be clear of any credit issues, within their employment for at least six months' on a permanent basis, within their self-employment for a full financial year and/or be able to provide proof of their pension income via pension statements. We do not accept affordability references from personal accounts, therefore please ensure the email address you have provided for your referee is an official company email address. If you cannot provide us with a Guarantor it may result in your application being declined. However, alternative options may be available so please talk to us to discuss further. You should be aware that the need for a Guarantor may not become apparent until your referencing (including for any joint tenants) has been completed. Please note, it is your responsibility to ensure the Guarantor is aware of their liability. RMS will not be liable for any delays in moving in should the Guarantor not sign in a timely manner. We do not accept companies as Guarantors.

11. Tenancy Agreement

Once the application process is complete and the Landlord has approved your application, we will negotiate and agree a tenancy start date between you and the Landlord. An Assured Periodic Tenancy (APT) will be issued only once we are in a position to do so and you need to read this carefully to make sure you understand the commitments you are making as it is a legally binding document. A draft document can be made available by way of a guide as to your likely rights and obligations under the final agreement. We always recommend you seek your own independent legal advice, if you do not understand any points. The APT and associated documents (safety certificates and inventory where applicable) will be sent to you for electronic signature using Yoti. All applicants must sign the APT before the tenancy can begin. Our APT will include your Written Statement as per the Renters Rights Act 2025 (RRA) requirements.

12. Guarantor Agreement

Where a Guarantor is required, we will send your Guarantor their Guarantor agreement for electronic signature. The tenancy cannot begin until this is returned to us, signed by your Guarantor.

13. Deposit

You will be required to pay a deposit equivalent of up to five week's rent, which will be held against non-payment of rent, damages to the property or contents, or breaches of the terms of the Tenancy Agreement. If we are to hold the deposit during the tenancy we will register it with the Deposit Protection scheme 'DPS'. If your Landlord is going to protect the deposit themselves, then we will pay the deposit to them upon commencement of the Tenancy and they will advise you of the details of their chosen scheme within 30 days of receiving the deposit to protect.

14. Paying Initial Monies

Immediately on signing the tenancy agreement and always prior to possession, you will need to pay initial monies of your first month's rent and deposit. Please do not organise payment any sooner than we request it. Payment must be made by debit card or by bank transfer before we will authorise key release, otherwise access to the property will not be granted. We cannot accept personal cheques or cash. If you are making payment from a bank outside of the UK then it will take longer for the monies to clear into our account and you may also be charged a conversion rate, please take this into account when transferring. We cannot accept responsibility for any charges you may incur from your bank.

15. Inventory

Where a landlord has instructed us to compile a detailed inventory report, you will be issued with a copy at the start of the tenancy. You will then have 7 days from the tenancy start date to check over the contents of the Inventory and advise us of any changes/amendments that may not have been noted by the property inspector to avoid any disputes at the end of the tenancy. Where the landlord has not instructed us to compile an inventory report, they may provide you with their own report directly, you should discuss this with them.

16. Paying Rent

By signing the APT, you agree to pay the rent by standing order (therefore if you are in receipt of housing benefit you must make sure you have something in place for future payments). If we are processing the rent then we will provide you with a standing order mandate showing our bank details and payment reference. Just complete your own bank details, sign it and take it into your bank, alternatively you can set up the standing order online. If the Landlord is collecting rent themselves, then we will provide you with their bank details for all future payments. N.B. we require confirmation that the standing order has been set up before any move in can take place. Funds held by us as agent will be held in a bank account designated as a client account and separated from our own funds.

17. Insurance

The Landlord's insurance policy can only cover his own property and contents, so we strongly recommend that you arrange sufficient insurance cover for your own belongings. Under the terms of the tenancy agreement, you are responsible for damage caused which, when proven, can be deducted from your deposit or form part of a wider claim.

18. Utilities

Ultimately you are responsible for ensuring that all utility accounts are promptly set up in your name and that meter readings are provided to the appropriate companies at the start of your tenancy. You must also notify the local authority for the payment of council tax and company(s) providing water and sewerage to the property. To support you and the Landlord meet your legal obligations above, you acknowledge that we will provide your name, address, and contact details to OVO Energy Ltd, to register the correct party with your local Council and incumbent water provider. OVO Energy will complete the registration on our behalf and we are acting on the Landlord's instruction. OVO Energy Ltd will also look to provide the property's gas and electricity at the start of your tenancy. Should you not wish to have your details passed to OVO Energy for this specific purpose, you can inform the branch who will exercise your request where applicable. The relevant OVO Energy Ltd privacy policy is available at www.ovoenergy.com/privacy-policy . You understand that you may be able unable to object to us sharing your contact details for the purposes of council tax and water, where we are legally obligated to do so. You further understand that you may be unable to object to the use of your personal data to close off utility accounts where needed at the end of tenancy.

DURING YOUR TENANCY

19. Property Visits

Properties managed by us will usually be subject to at least one visit per annum. The purpose of this visit(s) is primarily to check the condition of the property to identify any obvious areas of concern needing attention. We will photograph the property during these visits to document the property condition as part of our management service to the Landlord. Please promptly report any concerns and do not leave this until the property is visited. If the property requires a local authority licence, more frequent visits will usually be a condition of the licence.

20. Tenant Pet Requests

If you wish to keep any animal, bird or other pet at the property during your tenancy you will need to make a written request to the landlord, or us as their agent. The landlord has a set timeframe to agree to your request, or advise you of any lawful reason they cannot accept it, for example a head lease which restricts pets from being present. Once agreed, you will be liable to compensate the Landlord for any damage caused by the animal, bird or other pet.

21. Fire Safety

It is important that you check the correct operation of smoke detectors and carbon monoxide alarms on a weekly basis. Typically, and particularly in the case of smoke alarms, these will be mains operated and interlinked, and therefore not require batteries to be replaced. If an alarm does not operate when tested, immediately report this to us if we are managing the property, and to your landlord where not. Never block air vents in rooms containing boilers, fires, and stoves as this can result in the production of carbon monoxide gas. Carbon monoxide is a colourless, odourless gas which can quickly kill. When living in a development of flats, fire safety is paramount. Ensure that you are familiar with your building's fire safety and evacuation plan and the location of fire exits. The plan will clearly confirm what action is required if a fire breaks out in your flat and in the wider building.

22. Damp and Mould

Damp and mould can pose a danger to life, particularly in the elderly and those with underlying health conditions. You must therefore immediately report damp issues, the build-up of mould, and faults with extractor fans/ ventilation systems. Whilst remedying underlying defects with a property is the landlord's responsibility, you should minimise the chances of problems with damp and mould occurring by reducing the build-up of condensation. Keeping the property heated, and then ventilated when cooking, washing, and drying washing is important. Discoloration around tiles in bathrooms and kitchens is not usually an indication of an underlying problem and can be avoided with regular cleaning/drying. Any historic build-up can be removed with a bleach-based cleaner used in accordance with the manufacturer's instructions.

TERMINATING YOUR TENANCY AND TENANCY CHANGES (RENTERS RIGHTS ACT 2025)

23. Tenant Termination

Your tenancy will have no set end date. It can be ended by you giving at least 2 months' notice. The end date of the tenancy will need to align with the end date of a rent period. In the case of joint tenancies where any one tenant serves notice they do so for all who must vacate at expiry of the notice. Negotiations for any one or more tenants to enter into a replacement tenancy, and therefore remain, are at the landlords discretion and subject-to-contract and satisfactory references. Where one or more tenants remain in occupation after the expiry of the notice, no new tenancy shall arise automatically and any continued occupation shall be treated as a use and occupation arrangement only, pending agreement of a new tenancy or obtaining an order for possession and enforcing that order. The landlord reserves the right to charge a daily occupation charge calculated on a pro rata basis by reference to the last payable rent under the tenancy.

24. Landlord Termination

Other than when you breach the conditions of your tenancy, your landlord can only end the tenancy when they wish to either sell the property or for occupation by them or a close family member. Your landlord is required to give you at least 4 months' notice. These mandatory grounds for possession can trigger a notice being served before the first 12 months' of your tenancy but cannot expire until the first 12 months has ended. Special arrangements exist for student-only tenancies. Please ask your lettings branch for further information.

25. Rent Increases

Your landlord can increase your rent once a year to the market rate. You will be provided with 2 months' notice of it taking effect.

26. Service of Notice

Notices can be served on you as tenant, and by you on your landlord, by first class post deemed delivered 2 working days later; or by hand delivery deemed served on the next working day; or by electronic service to the email address provided by each party by 4.30pm and deemed served on the next working day. A working day excludes a Saturday, Sunday, and Bank Holiday.

GENERAL INFORMATION

General Data Protection Regulation (UK GDPR)

Your personal data is of paramount importance and therefore all processing is done so in line with data protection law. For further details, please refer to the Privacy Notice, accessible from the home page of our website www.rookmatthewssayer.co.uk/privacy. Printed copies of our Privacy Notice can be made available on request.

We may share your personal data with local authorities including law enforcement, utility service providers (e.g. water and energy suppliers), third party referencing providers, contractors acting on our behalf and your Landlord (e.g. repair companies), debt collection agencies and at your request, other tenancy related services that provide you quotations. We will always advise you when and why it happens.

You may also receive communications from the 'Connells Group'. Our in-house central lettings teams will support aspects of your tenancy and deliver this service for all Connells Group Companies. They will not share your details with other Group Company unless there is a lawful basis to do so. Any information you provide during the application stage and tenancy about yourself and connected parties can be disclosed to your Landlord, who also has an obligation to comply with Data Protection law, independently to us.

Priority

In the event of any inconsistency between this Application to Rent and the tenancy agreement, the terms of the tenancy agreement shall take priority.

Warranty

You warrant that all the information provided in relation to meeting the eligibility requirements outlined in this document is correct and wholly accurate. If you provide false or misleading information, this will result in the loss of your holding deposit.

Indemnity

You will indemnify us against loss, injury, damage, or costs, howsoever caused or incurred, which may result from your occupation of the property and/or your breach of, or failure to comply with the terms of the tenancy agreement.

EXPLANATION OF OUR TENANT FEES

We would like to provide clarity of the fees that may become payable during a tenancy you are looking to enter into. We believe you should understand these before you make any decision about a property.

Acceptance of any offer will be subject to contract, referencing and immigration checks. You will need to pay the Rent and Deposit upon signing the Assured Periodic Tenancy, before access is granted.

Referencing and Right to Rent Checks

We are required by law to carry out checks to establish whether you are legally entitled to rent a property within the United Kingdom. If you are a UK citizen, an expired or current passport is acceptable. Should you not have a UK passport, you will need to follow the guidance supplied at the following website:- https://www.gov.uk/prove-right-to-rent. If you are unable to provide us with your Right to Rent share code report and/or documents, then we may contact the Home Office direct using their online checking service to determine your Right to Rent, we will require you to provide us with your Home Office reference number for this. You will be asked to complete an application before referencing can be undertaken, you should also provide an original photographic Identification (e.g. passport, driving licence or combination of documents highlighted on the application form) and Proof of Residence (e.g. original utility bill or bank statement all of which much be less than 3 months old) if you have any queries relating to this please speak to the branch you are dealing with.

You should be aware that the need for a guarantor may not become apparent until your referencing (including references for any joint tenants) has been completed. Where a guarantor is required they will need to complete an application form and provide photographic identification and proof of residence.

Referencing will cover a check against the credit file and public records of the individual, an Anti-Money Laundering check, confirmation of employment and salary details, confirmation of previous tenancy details, right to rent checks, reporting the results of all those checks to your prospective landlord to see if your application is acceptable.

Tenant Deposit

Since the 1st of June 2019, Landlords in England are limited to the equivalent of 5 weeks rent for new and renewed tenancies (or 6 weeks if the annual rent is £50,000 or more). This is calculated by dividing the annual rent by 52 and multiplying by 5 (or 6 if rent is £50,000 or more) and will be required to be paid at the start of the tenancy. This is subject to referencing. Tenant Fees Act 2019 permits certain fees / charges to be made under the following circumstances:

Fee Type	Explanation
Default fee for late payment of rent	Chargeable from 14 days arrears calculated on the interest at 3% above Bank of Englandbase rate on the late payment of rent for each day that the payment is outstanding.
Loss of a key or other security device	Landlords and letting agents can charge a tenant a fee to cover the cost of replacing the lost key or security device (e.g. fob, electronic device for garage doors / security gates).
Payment on variation, assignment or novation of a tenancy	When a tenant has requested it, landlords and letting agents can charge to vary, assign or replace a tenancy. Fee charge £50 (including VAT).
Payment on termination of a tenancy	Landlords and letting agents can require a tenant to make a payment for an early termination (surrender) of the tenancy agreement at the tenant's request.
Company application fee	£100 including VAT