

## **TERMS & CONDITIONS FOR STUDENT TENANCIES**

Caxtons welcomes tenancy applications from students, on the understanding that resulting Tenancy Agreements are undertaken in a mature and responsible manner. Late payment of rent, sloppy or irregular housekeeping, thoughtless behaviour to neighbours, or any general disregard of tenancy obligations, are not acceptable at any time, either to us as your agents or to your landlords as providers of the accommodation you are leasing. Student Lets are recognised for offering well presented properties and in order to maintain the agency's established good reputation, it is vital that all tenants look after their temporary homes properly.

- **Each student proposing to rent a property we will need the following :**
- **Student I.D. card issued by your institution**
- **Email address & Tel No**
- **Parental or other Guarantor**
- **Non refundable administration fee £150.00 (inc VAT)**
- **Deposit held against damages, dilapidations and non paid bills £300.00 each or one & a half times the monthly rental on one or two bedroom properties**

Tenancies for students normally run from 1st July each year to 30th June in the following year. The majority of properties offer a half rent discount for the months of July & August (most 1 & 2 bedroom and a number of superior houses are charged at full rent throughout the tenancy), during which time personal belongings may usually be stored at the property, at the tenant's risk. This is on the understanding that tenants do not wish to live in the property during this time. If a tenant wishes to live in the property during July & August, full rent will be charged for the whole property. A small minority of student tenancies will start at later dates, should the property already be taken for the summer months or undergoing major renovation. Tenants are liable and responsible for all utilities including standing charges and water rates from the commencement of the agreement.

In the case of Student Lets, the rent is payable quarterly in advance by Standing Order on the first days of June, October, January and April. Tenants are only accepted where rent is paid by Standing Order, set up to reach Caxtons by the first day of each relevant quarter. Where a tenancy commences part of the way through a quarter, the initial rent is apportioned accordingly. The Security Deposit required against possible dilapidations or breach of tenancy obligations is £300.00 per person or one & a half times the monthly rental on one or two bedroom properties. Please note that this sum is not transferable at any time during the tenancy against payment of rental due. In the event of the tenancy agreement not being completed for any reason, the deposit will be retained until the property is re-let.

Deposits are held as stakeholder by Caxtons in a bonded client account. Caxtons are members of the *Association of Residential Letting Agents* and are also members of their *Tenancy Deposit Scheme for Regulated Agents* offering tenants greater protection in the event of a dispute involving the deposit. Caxtons aim to have tenant deposits returned within 30 days of the end of the tenancy, however this might not be possible if there are damages or cleaning that are the responsibility of the tenant, which require attention and invoicing.

Tenancy Agreements are granted on a joint and several basis and are available in the office for inspection. Prospective tenants will note that, upon payment of the Non Refundable Administration Fee of £150.00 (inc. VAT) for each person sharing accommodation, all tenants are deemed to have accepted these terms and conditions. The Tenancy will only be granted providing that rental payment has been cleared & all references are received and satisfactory prior to the start date. The Tenancy Agreement will be held in the office, until the day you move in when the signed copy will be handed over for your safe keeping.

Regrettably, foreign students who do not have a guarantor resident in this country for more than three years and of a suitable credit history **can only be accepted on receipt of the first quarter's rent on the signing and return of the tenancy agreement** with the remainder of year's advance rent paid on or before the start date of the tenancy. These regrettably strict conditions are an inevitability of the greater risk the Landlord takes on as a result of a non-uk resident. The cost and time penalties a Landlord would incur should a tenant not return to the U.K. to honour a signed tenancy agreement are too great to allow more leniency.

### **RENEWALS**

Subject to a satisfactory tenancy with no problems arising, the documentation fee for the renewal of a Tenancy is £150.00 (inc VAT) per property. This is providing that all the names of the tenants and the property remain the same and the documents are signed within the first two weeks of December. In cases where one or more of the existing tenants wish to vacate, the administration fee for the remaining tenants will be £100.00 (inc VAT) each. The administration fee of £150.00 (inc VAT) is invariable for new tenants.

If an existing tenant/s decides to rent another property through Caxtons, the administration fee is reduced to £110.00 per person (inc VAT).

### **NOTE OF CAUTION**

Before entering into a tenancy agreement, make sure you pick your house mates wisely. Remember, you will be living with them for the best part of a year. The comedian who performs party tricks in the Uni Bar, might be amusing for ten minutes, but could be doing your head in by Christmas! Also, as with all rented property, you are renting the house you have seen at the time of the viewing.

**Once you have signed your agreement you cannot get out of it, THERE ARE NO GET OUT CLAUSES! You and your guarantors are bound by the terms of the tenancy until the end of the Agreement, even if you decide you no longer want to live at the house, or are forced by unforeseen circumstances to leave. Please be aware that failure to pay your rent in accordance with the tenancy agreement could result in you and/or, your guarantor being taken to court. This might result in a CCJ (County Court Judgement) being made against you which is liable to affect your future credit worthiness. PLEASE TAKE CARE!**

Because of the unique nature of student rentals and the relationship between the transient student community and the existing local residents, poorly behaved tenancies with find a coherent and prompt response. Guarantors, Universities, Community Support Police Officers, Canterbury City Council, Landlords and Caxtons will all be informed and are required to act accordingly and for the benefit of the whole community. Loud, late night parties, a build up of rubbish or wilful damage are neither permitted under the terms of the tenancy agreement, not tolerated by the Landlord. The procedure for dealing with difficult student tenancies has been development by the Student Unions, UKC and Christ Church university, the city council, the local police, landlord and agent representatives and local residents. It is intended to work in conjunction with existing measures already in place for difficult non-student properties.

**NB: On signing the terms and conditions, you have two weeks from the above date in which to sign the tenancy agreement in full. Failure to do so will result in your application being withdrawn and the property will be re advertised to let.**

## Other Terms

### 1. What to do Now

The Tenancy will only be granted providing all references are received and satisfactory **no less than two weeks** from the date the property is reserved for you (and before the start date of the tenancy.) If any paperwork is not complete, in the interest of the Landlord's successful letting of the property, Caxtons will have to re-advertise the property for replacement tenants. We will be unable to return deposits until suitable tenants are found so **please be certain of your commitment to the property and, if you are sharing, the commitment of your housemates.** Caxtons will make every effort to ensure the let is successful, but we are obliged to protect our Landlord and will re-advertise at the end of the two week period if there are remaining items outstanding.

### 2. Rent Payments

In the case of Student property, the rent is payable quarterly in advance by Standing Order. Each quarter begins on the first day of July, October, January and April. Where a tenancy commences part of the way through a quarter, the initial rent is apportioned accordingly. The first payment must be in Caxtons account, in cleared funds on the start date of the tenancy, otherwise you cannot collect keys. Our standing order usually has the first payment of rent leave your account a month beforehand: the 1st June. This allows enough time for the rent to clear, and to chase those who have not paid - preventing you from moving in.

With some properties the first rental payment, administration fee and deposit will be paid to Caxtons although subsequent payments will go direct to the Landlord.

### 3. The Administration Fee

- Referencing costs, payable to a separate company, to reference the Guarantor
- Production of Tenancy Agreement
- Generation of student pack including copies of tenancy agreement and standing orders.
- Guarantor packs to each guarantor including copy of tenancy agreement, and student pack information.
- Production of the Guarantor Agreement.
- Production of the inventory.
- Check-in reminder letters
- Inform council of student status
- Negotiating tenant requests with the Landlord
- Registering the deposit with the relevant deposit protection scheme

#### **Secondary services:**

- Initial chasing letters and phone calls for absent paperwork
- Tenant enquiry research and communication
- Guarantor enquiry research and communication
- Cash receipt charges
- Card payment charges
- Cheque deposit charges
- National bank transfer fees

#### **During the tenancy:**

- Initial e-mails and/or letters and/or phone calls for late rent
- Communication where necessary
- Site visits where necessary
- Renewal offer, negotiation and communication

#### **End of tenancy:**

- Communication of deposit return
- Postal deposit return
- Bank transfer fees
- Deposit return explanation booklet
- Deposit return pack

#### **4. Joint and Several Liability**

Joint and several essentially means you are 'in it' together, as a team. If a tenant vanishes, along with his/her guarantor, the Landlord can pursue the remaining tenants if they wish. This principle applies to all aspects of the tenancy. For example, if something is broken by a guest, and no-one takes responsibility, the Landlord can spread the costs equally across the tenants. It also means that you have a duty of care to each other and to visitors to the property. Please be aware that because the tenancy is joint and several, if the Landlord had to apply to the courts to collect outstanding rent, **all tenants and all guarantors** would have to be named on the application. This could lead to a County Court Judgement (CCJ) applied to all tenants and all guarantors. Please be sure of who you are living with.

#### **5. Guarantors**

Guarantors sign to be liable for all liabilities on the tenancy, should the tenants not honour such liabilities. This means in many instances we are obliged to inform guarantors of rent arrears or other problems. Some tenants may feel this is an invasion of their privacy, but, we are obliged to inform you this is an inevitability of the guarantor's status.

#### **6. Length and Start Date of the Tenancy.**

Tenancies for students normally run from 1st July each year to 30th June in the following year. The majority of properties are let with a discount offered of half rent for the months of July & August. Some properties, in particular one and two bedroom property, offer no reduction. If you are unsure, please ask.

Your tenancy agreement will detail your start date and vacating date. Ensure you read it carefully!

#### **7. Storing Belongings in the Property During July and August**

You can store your belongings in the property during July and August, however, you must supply Caxtons with a **list of items** which will be in the property which must also be **clearly marked** as yours and left on your bed in your room. (Houses are sometimes cleared of leftover property from previous tenancies - if your belongings are not clearly marked, it will not be possible for a contractor to know what is to be thrown away and what to leave)

The exception to this is if there are major works being undertaken making it impossible to store belongings.

#### **8. Living in the Property During July and August**

The Landlord will insist on full rent for the whole property. If you do wish to live in the property over the summer, **this MUST be requested in writing**. The discount is offered to all the tenants together, not some of them.

## 9. Responsibility of Bills

Tenants are responsible for all bills from the start date of the tenancy. There is normally Electricity, Gas, Water and Sewerage. You are exempt from council tax, though it is your responsibility to organise an exemption certificate through your institution, and hand it to the council. Caxtons will attempt to let the utility companies know the start date, and names of all tenants. However, **due to data protection, not all companies accept our efforts, and certainly will not except our interference once you have moved in.** You may need to set up your utility accounts yourself. When you leave, it is your responsibility to give meter readings and close accounts down.

You are welcome to change supplier for your utilities, but you must inform Caxtons of the change.

The Landlord nor Caxtons can accept responsibility for any phone line connection charge, unless the property is a new build.

## 10. Vermin

As an inevitable consequence of the council's bi-weekly waste collection policy, incidents of vermin have been increasing across Canterbury. For the avoidance of doubt, it is assumed that since vermin are attracted to poor waste management or available foodstuffs at a property, the costs of an attending vermin specialist and any associated works would be a tenant expense (unless the vermin specialist is able to specifically explain otherwise.) If a schedule of works is required to the fabric of the building (i.e. blocking up access points,) the Landlord will naturally carry these out. The best cure, though, is prevention.

## 11. Other Responsibilities

As the day to day occupier of the property, you are responsible for quite a lot. Please read the tenancy agreement carefully as this lists your obligations as a tenant.

## 12. Landlord Responsibilities

The Landlord is responsible for ensuring that the property meets the requirements of local and national legislation and his obligations under the tenancy agreement. The Landlord is not responsible for curtains you don't like, or chairs you think are not comfortable enough, or fridges you think are not big enough. You are renting the property as you have seen it at the time of the viewing, with the furniture it has, as detailed in the inventory (available on request from our office).

Properties are not re-painted or re-carpeted every year with every new tenancy. We are happy to confirm in writing any works which are going to be carried out on the property during the summer. It is worth repeating this important point : **as with all rented property, you are renting the house you have seen at the time of the viewing with reasonable changes.**

## 13. Repairs

Some Landlords prefer Caxtons to carry out repairs and maintenance. Others, prefer to do it themselves. Who attends to your repairs depends on the service agreed between the landlord and Caxtons.

We will provide you with contact details for the person responsible for repairs when you move in - although please feel free to ask us at any time.

## 14. Reporting Repairs

The best way to report something is broken is in writing: letter or e-mail is fine.

If it is urgent, and you need to phone, make sure you get the **name of the person you spoke to**, that way, if you need to chase the repair, you can speak with the same person again. If your Landlord deals with the repairs, you will deal with them.

Finally, check with your housemates. Multiple phone calls about the same repair, or different 'add-on' repairs will confuse the people trying to get your repairs organised. **Be clear, be prompt, be organised.**

## 15. The Charging of Repairs

Tenants are charged for abuse, mis-use, cleaning or time wasting. When an independent contractor visits a property he is asked to assess this.

## 16. Withholding Rent in Lieu of, or Compensation for, an Outstanding Repair

Putting a money value to the inconvenience of an appliance under repair is almost impossible and compensation such as this is not considered. Time must be allowed for contractors to be contacted, quotes obtained and instructions given. This may take more time than you would like, **but this is an inevitability of living in a private house, rather than a hotel.**

## 17. Caxtons Policy on Resolving Initial Problems

Whilst Caxtons make every effort to ensure your house is ready for you to move into, sometimes things can be missed leading to disappointment from the tenants. If there are genuine issues with the property, Caxtons or the Landlord will put things right as soon as practically possible.

## 18. Complaints

Initially, raise your complaint with the person dealing with it. Do this in writing so you have a record of it. If Caxtons are dealing with your complaint and you feel it is not dealt with correctly, Caxtons will be able to supply details of its complaints procedure.

At all stages of your tenancy, Caxtons and your Landlord will carry out their duties professionally. However, in the event that you feel Caxtons or the Landlord are not doing their job properly, it is very important to **put it in writing.**

## 19. Deposit Returns

We don't want to take any of your deposit. We know people hate having deductions, and as Caxtons does not normally charge for making deductions, we do not want to waste our time doing so.

In a lot of cases, the majority of deductions are made to pay a contractor to clean or fix something; although arranging cleaners is very difficult in July – every agent wants them. We also spend a lot of time chasing them to do jobs and to get their invoices in. The simple fact is **we don't want to do it.** It's stress for us, and it's stress for you because of the delays in organising works and invoices and collating them. For even the simplest of cleaning jobs, this may delay your deposit return for **several weeks**, such is the demand and workload for contractors at this time of year. We will return deposits in your individual names by cheque to your guarantor addresses unless you advise us otherwise (remember to inform us if your guarantor details change during your time at University). Any sums which may be deducted in respect of damage, non-return of keys or dilapidations etc. will be done on a joint basis.

If your Landlord deals with the collection of rent and maintenance issues we are obliged to wait for the Landlord to approve the deposit return.

As Caxtons holds the deposit as 'stakeholder' we are required to ensure that we and the Landlord adhere to the strict rules governing the use of deposit funds. **Any deposit money being claimed by the Landlord must also satisfy these standards.** This protects you from unscrupulous practices, and Caxtons from association with unscrupulous practices.

From 6th April 2007, the deposits for all new tenancies must be protected by one of three government approved schemes. Caxtons are registered with the Tenancy Deposit Scheme, operated by our regulatory authority, the Association of Residential Lettings Agents, (ARLA.) The details of this scheme are given in a separate leaflet which you should be given with this form.

Please ensure you ask us any further questions you have. We are always contactable to answer any queries. We hope you enjoy your time in your new house and that Caxtons provide the best service we can.

**We the undersigned acknowledge that we have read, understood and accepted the above terms and conditions.**

Name.....

Signature.....

Date.....