



Date: ..... Property Address Applying For: .....

Holding Deposit (1Week): ..... Security Deposit (5weeks): .....

Applicant(s) Name(s): .....

Preferred Moving Date: .....

## Tenant Information

### Application Process

We will forward an application form to complete to enable our referencing company to take up references for each adult/over18 who will be resident and any guarantor(s) if appropriate. You can either bring your application form into our

Folkestone Office at 102 Sandgate Road, Folkestone, Kent CT20 2BW or send via email to [lettings@motis-estates.com](mailto:lettings@motis-estates.com)

**Before your application is submitted you will be required to pay a Refundable Holding Deposit – 1 weeks holding deposit to secure the property – this is due before the referencing commences (please note - if your referencing is declined the 1 weeks Holding Deposit will not be refunded).The ‘deadline for agreement’ for both parties is usually 15 days after a holding deposit has been received by the Landlord or Agent (unless otherwise agreed in writing). You will receive a copy of the Assured Shorthold Tenancy Agreement prior to paying the Refundable Holding Deposit.**

We use an independent credit referencing company to make a decision on your financial suitability for the tenancy. By completing the application form you are giving consent to search your credit history. In the event of the credit search resulting in your application being refused, we will not be able to give you reasons. You will be able to obtain details of the information that resulted in the refusal by applying to the company who held the data and we will provide you with their address upon request.

#### Proof of Identity & Address

For each applicant, we will require proof of identity (preferably passport or driving licence) and proof of current address (utility bills or credit card/bank statement dated within three months).

## Payments

We must have cleared funds at each stage in order to progress your application. Cleared funds are cash or bank transfer. Please see below our bank details:-

**Motis Estates**

**Bank – Natwest**

**Sort Code – 52-30-23**

**Account No - 34767908**

**Ref – (the property address you are applying for/your surname)**

**Motis Estates are members of the The Royal Institution of Chartered Surveyors (RICS), registration number 812728. Through the RICS as policyholder, Motis Estates have Client Money Protection Insurance via CMP Insurance PCC Ltd, Policy no. 10002/001 (2019). For more information or a copy of the schedule, please contact [Lettings@motis-estates.com](mailto:Lettings@motis-estates.com)**

Security Deposit – Equivalent to 5 weeks of 1 month's rent payable 5 working days before the move in date, to allow cleared funds at the point of signing the Tenancy Agreement, prior to any occupation, and refundable in full at the end of your tenancy providing all of the terms of tenancy have been met and the property is returned in a satisfactory condition in accordance with the Inventory. No interest will be paid on the security deposit. All deposits received will be protected in accordance with the legal requirements.

First Month's Rent – payable 5 working days before the move in date and prior to the signing of the Tenancy Agreement in fully cleared funds.

We cannot permit entry to the property under any circumstances until the first month's rent and the Security Deposit have been received in full and tenancy agreement is signed.

## Paying your Rent

Your rent should be paid at regular, specified intervals. The amount charged will usually be equally split across the tenancy.

Your rent will be payable monthly in advance\*. When you sign the Tenancy Agreement, you will also be asked to sign a Standing Order mandate to pay the rent for the second month and thereafter. You will have to instruct your bank and set up a Standing Order.

Please allow time for the funds to be transferred from your bank and cleared by our bank so that the payment arrives in time. This in turn enables us to pay the Landlord promptly.

If you experience any difficulty in paying your rent, or if you change bank accounts, please inform us immediately. This will enable us to agree on a plan of action that is also acceptable to the Landlord.

Default Fees – Late payment of rent over 14 days overdue or a lost key/security device giving access to the housing. When notice is served - Rent paid throughout the notice period of 2 months is payable for the full term, unless a new tenant can move into the property, the rent is due up until the day before the new tenant moves in.

## Refund Policy

If the Landlord withdraws the property before the tenancy is signed then we will refund you the cost of any deposit/rent paid.

If the application is unsuccessful or if you withdraw the 1 weeks Holding Deposit Fee will not be refunded.

## Guarantor

A Guarantor promises to honour all of the terms of the tenancy except they will not reside at the property.

A suitable Guarantor should be a UK resident, homeowner and working full-time, provide proof of identification and their address and confirm their relationship to the prospective Tenant. They must complete a Guarantor application form and pay a referencing fee as above, and finally, they must countersign the Tenancy Agreement.

## Tenancy Agreement

An "Assured Shorthold Tenancy Agreement" is drawn up between the Landlord (not Motis Estates and you the Tenant. Your Tenancy will be for a minimum of six months, unless otherwise agreed.

If there are more than one Tenant then each person is liable for the whole rental commitment and not merely "their share".

The Tenancy Agreement is an important document because it safeguards both your interests and those of the Landlord and sets out the legal basis of the tenancy.

## Services and Utilities

Council Tax, Utility and Communication Services – you are responsible for paying the bills in accordance with the tenancy agreement, which includes the Council Tax, utility payments (gas, electricity, water) and communication services (broadband, TV, Phone). You will need to contract the suppliers. You should arrange for all relevant services to be transferred into your name **from the start date of your tenancy and also ensure that all meters are accurately read and reported.**

## Inventory and Condition Report

**You will be asked to check and countersign the Inventory and Condition Report. If you do not draw any amendments to our attention within 7 days of receipt** of the report at which point the inventory will be held to be binding.

When you vacate the property the Inventory will be checked and a note made of all changes in condition. Where changes are as a result of your misuse, neglect or accidental damage then a charge will be made against your Security Deposit. This will be the cost of repair or replacement of the item or to provide the Landlord with equivalent value cash compensation.

## Insurance

Your personal possessions will not be insured under the Landlord's policy and we advise you arrange your own insurance against damage, theft and loss.

The policy you select should also provide cover against you causing **accidental damage to the Landlord's fixtures and fittings** (minimum sum insured £3,000). This significantly reduces the risk to your Security Deposit.

If you take out insurance we would like you to produce proof of a suitable policy being in force when you sign the tenancy agreement. We can recommend a good value policy – please ask our local office for details.

## Legal Representations

We offer the property based on representations made in good faith that the Landlord:

- Has legal title to the property
- Has permission to let from the Freeholder, head leaseholder and mortgage lender
- Has informed the building insurer of the letting
- Will have arranged for a gas safety certificate to be in force (if there is gas at the property) at the start of the tenancy
- Has taken steps to ensure that the electrical installations and equipment are safe to use and that the furnishings comply with fire safety regulations

Any verbal representation regarding the property or its contents must be confirmed in writing to ensure no confusion. Extraordinary requirements or special conditions attached to the application must be negotiated and agreed prior to the Tenancy Agreement being signed otherwise the property will be regarded as “let as seen”

## Property Inspections

It is a requirement within our Landlords terms of business for managed properties for us to inspect the property within approximately the first three months of your tenancy and at least every 6 months thereafter. The Landlord may request a 6 week visual inspection after your move in date. You will receive reasonable notice of the inspection date and time, to be mutually agreed. We aim to keep disruption to an absolute minimum therefore if you are unable to be present at these inspections we can access the property with our management keys.

The aim of the inspection is to confirm that the property is being kept in good order and to identify any actions needed either by you or by the Landlord in accordance with the terms of the Tenancy Agreement.

At the end of the inspection our Property Inspection Report will be sent to the Landlord for their perusal and instructions.

## Repairs & Maintenance

Please notify us immediately if any urgent repairs or maintenance are needed. We use professional tradesman to ensure a high standard of workmanship and prompt service.

You do not always have to be present when work is undertaken. With your prior agreement, we will arrange for access to the property.

If a genuine emergency (e.g. leaking roof) arises outside of office hours (e.g. weekends or bank holidays) and urgent attention is needed then you should telephone our out-of-hours number at the first opportunity.

## Renewing or Terminating your Tenancy

If you wish to renew your Tenancy Agreement, please give us as much notice as possible before the expiry of the fixed term (at least one month). We will take the Landlord's instructions and if they are acceptable then a fresh Tenancy Agreement will be drawn up for a further fixed term.

Changes to the Tenancy – If a tenant is added or removed from the tenancy or permission to keep pets on the property this will be £50 inclusive of Vat to amend the tenancy agreement.

If you wish to terminate your Tenancy Agreement, you must give the Landlord at least one month's notice in writing, which must expire on the last day of the fixed term. The Landlord is required to give you two months' notice if they wish to terminate the tenancy.

Early Termination – If you wish terminates the tenancy early and the Landlord agrees, all rents until the end of the contract as well as any marketing, referencing, inventory and check out costs will be your payable.

### Privacy Statement

We respect your privacy. Any information you provide on this website is confidential. This website [www.hwald.co.uk](http://www.hwald.co.uk) complies with the General Data Protection Regulation (GDPR) (EU) 2016/679 when dealing with all data received from visitors to this website.

**For the purpose of the General Data Protection Regulation (GDPR) (EU) 2016/679 the Data Controller is:  
Motis Estates**

### Moving out Checklist

You must:-

- Clean the property
- Tend to any garden
- Return all the keys
- Cancel your rent standing order mandate
- Inform us of your forwarding address
- Provide us with your bank details to enable your security deposit to be returned
- Read the meters and notify the suppliers
- Confirm details of utility suppliers to Motis Estates
- Re-direct your mail
- Cancel any newspaper deliveries

Motis Estates will:-

- Inspect the property
- Notify the Council Tax Authority and all the other utility providers
- Refund your Deposit (or adjust accordingly)

### Customer Service

We aim to treat Tenants as valued customers.

If you believe that you have a grievance, please write to Motis Estates at the following address: 102 Sandgate Road, Folkestone, Kent, CT20 2BW. The grievance will be acknowledged, investigated thoroughly and a reply sent to you within 10 working days.

We wish to ensure that you enjoy living in the property and that the tenancy runs smoothly.

Please look after the property, pay the rent on time and notify us promptly of any problems that arise.

We are here to help and we aim to conduct fair and reasonable business relationships with our tenants.

I/We have read/accept the above information, completed the attached referencing forms, provide proof of address/identification.

Signed: .....

Printed:

Signed: .....

Printed:

Motis Estates are members of The Property Ombudsman Scheme and Royal Institute of Chartered Surveyors.



*A free, fair and independent service for buyers, sellers, tenants and landlords of property in the UK.*