



TENANT'S GUIDE

docklands

prestige

residential

+44 (0)207 5116 311

info@we-are-dpr.com

www.we-are-dpr.com

Unit 1, 139 Three Colt Street,

Canary Wharf, London, E14 8AP

INFORMATION FOR NEW TENANCY APPLICATIONS

When you make an application to take up a tenancy of a property, the following will apply prior to the tenancy commencing, during the tenancy and when the tenancy ends. You should read this document carefully to ensure that you are familiar with the obligations that you intend to enter into.

Once the Tenancy Agreement is signed, you will be bound by those obligations. If you are unsure about any of the contents of the Tenancy Agreement or this guide you should take independent legal advice from a solicitor or the Citizens Advice Bureau ("CAB").

WAYS TO PAY YOUR MOVE IN MONIES

The balance of all monies must be paid in CLEARED FUNDS 24 hours prior to the move in date.

Bank transfer - payments made by normal bank transfer may take approximately 3 working days
International transfers – payments made by international transfer may take up to 7 working days

Chaps transfers – these are same day transfers. However we require cleared funds 48 hours prior to moving in. The transfer MUST be completed on a working day and transferred before 12.00pm. After 12.00pm it can show anytime up until the following morning / working day and potentially delay your move in

Cash – be advised that payments made by cash will incur a cash handling fee of 2% (including cash deposited directly into Docklands Prestige Residential' account). To adhere to Money Laundering Regulations, any cash payment of £2000 or more must be accompanied with supporting documentation to show the legitimate source of the funds.

Acct. Name: Docklands Prestige Residential Ltd.

Acct. No.: 33575292

Sort Code: 20-14-33

Bank Address:

Barclays PLC 167 High Str

Bromley, Town Centre

Bromley, BR1 1NJ

The Following may be necessary for International Transfers:

IBAN: GB76BARC20143333575292

SWIFT: BARCGB22

THE OFFER

Once you have identified a property that you would like to rent, you must make an offer. At the time of making an offer, we require a refundable holding deposit of one week's rent.

The holding deposit is refundable where a tenant later enters into a tenancy agreement, the landlord decides not to rent the property, an agreement is not reached before 'deadline for agreement' (and the tenant is not at fault).

The 'deadline for the agreement' for both parties is usually 15 days after a holding deposit has been received by a landlord or agent (unless otherwise agreed in writing).

The holding deposit can be retained if applicants provide false or misleading information which reasonably affects our decision to let the property. (i.e. calls into question applicants suitability as a tenant, this can include behaviour in providing false or misleading information), fail a right to rent checks, withdraw from the proposed agreement (decide not to let) or fail to take all reasonable steps to enter an agreement (i.e. responding to reasonable requests for information required to progress the agreement) when the landlord and/or agent has done so.

Any fraudulent documents are considered as false or misleading information.

The offer that you make must be as detailed and accurate as possible and will be put forward to the Landlord for consideration. Docklands Prestige Residential will then negotiate the terms of that offer between yourself and the Landlord.

Following our negotiations, once the proposed tenancy terms are agreed, we will send confirmation emails to both yourself and the Landlord confirming all the terms of the offer. Any further changes to the offer will be considered as a new offer for the Landlord to consider.

REFERENCING

Prior to being granted a tenancy, you must first satisfy the referencing criteria. If you do not pass the referencing criteria, you will not be granted a tenancy.

Each prospective Tenant, Occupier and Guarantor, must complete a referencing application. You will be sent a web link to an independent referencing agency's website where you will be able to complete the relevant application form. This will include providing details of your employer, salary, any current/previous Landlords and your bank details. This information will be used to take up references from the named parties and to check your credit history; all applications must be completed within 48hrs from receipt of a weblink.

It is in your interest to tell your referees that they will be contacted by the referencing agency, asking them to reply as quickly as possible so that there is no delay in granting you a tenancy.

Please also ensure that the forms are completed thoroughly and correctly as failure to do so will cause delays. If you have any questions about the forms, please call Docklands Prestige Residential before submitting the form.

The referencing agency may ask you provide to them with photo ID, proof of address and proof of residency (work permit or visa) if required.

Please ensure that you enter your current living address on your application form as you will be required to provide proof of this address.

Bank Account for Rental Payments

In the 'Additional Information' tab on the application form, you should enter the details of the bank account from which the rent will be paid each month. The whole rent for the property must come from one account only.

Please enter:

- Bank Name
- The full address of bank including postcode
- Account number
- Sort code
- Account name

Guarantor (if required)

Depending on your circumstances, you may be asked to provide a Guarantor. The Guarantor must reside in England or Wales and will have to satisfy the referencing criteria. The Guarantor will be a party to the Tenancy Agreement and will guarantee and meet the same obligations as the Tenant, during the whole period of the tenancy if the Tenant does not do so. The Guarantor will be jointly and severally liable with the Tenant which means that the Guarantor may have to pay the full costs of any breach of the Tenancy Agreement including all rent arrears. The Guarantor will have to sign a legally binding Deed of Guarantee. A copy of the Tenancy Agreement will be provided to the Guarantor.

PROOF OF ID/ADDRESS DOCUMENTS

ID – current valid passport – this is to show identity and nationality (to show us whether a visa is required). We will need to see the original passport before you move in.

POA – a document showing your name at your current address as stated on the application form. To be dated within 3 months, utility bill, bank/credit card statement, phone bill. Bank letters are only accepted if they state account number and sort code. We will need to see the original document before you move in.

Visa – if your passport shows your nationality as outside of the EU, your visa or residence permit must be produced. Your visa should be valid for the duration of the full term of the tenancy. We will need to see the original visa/permit before you move in.

Student tenants – must provide a copy of their student ID card and a letter from their university to show their course and the duration of the course.

RIGHT TO RENT

All tenants and occupiers that cannot provide a valid Visa will be subject to a home office 'Right to Rent' check as per the government law introduced in Feb 2016. If you have already submitted an application and are awaiting acceptance, you can provide us with your Home Office reference number and we can check with the home office your Right to Rent status – This process can take up to 72 hours depending on the level of applications.

LEVELS OF SERVICE

Docklands Prestige Residential offers different levels of service to Landlords. You will be notified which level of service applies to your tenancy.

Managed:

You should contact Docklands Prestige Residential directly for all aspects of the tenancy – paying rent, reporting maintenance issues, renewals, deposit returns and general tenancy queries.

Non-Managed:

Rent Collection – You should pay rent to Docklands Prestige Residential, but should contact the Landlord directly for all other aspects of the tenancy – reporting maintenance issues, renewals, deposit returns and general tenancy queries.

Let Only – You should contact the Landlord directly for all aspects of the tenancy – paying rent, reporting maintenance issues, renewals, deposit returns and general tenancy queries.

UTILITIES

As Tenant, you are responsible for the payment of council tax and all utility charges at the property for the duration of your tenancy. Where applicable, you will need to open accounts directly with the local council and the utility providers or utility management company. In some cases, the utility management company cannot arrange to bill directly with tenants and may bill the owner. In such cases, we will arrange for the tenants to be invoiced accordingly.

Electricity

To find the service provider please contact the Supplier
Query Line: 0845 601 5467

Gas

To find the service provider please contact the Supplier
Query Line: 0870 608 1524

Energy

In certain developments, there is a central, communal supply of energy to provide space and water heating to the property via a Heat Interface Unit (HIU). As Tenant, you will be responsible for the

payment of charges for the supply of this energy to the property. If you are moving into a property in a development with this system, we will provide you with full details.

Water

Thames Water moving home line is 0845 9200 888. In some cases, the water rates will be included in the service charge for the property and payable by the Landlord. Docklands Prestige Residential will be able to advise you on this.

Council Tax

You will need to contact your local authority/council to register for council tax. Docklands Prestige Residential can advise you of your local authority.

Telephone

Where a previous Tenant has failed to cancel their telephone line you can either contact the Working Line Take Over team on 0800 111 4163 (BT) or order a new line with your chosen provider.
Television

It is your responsibility to ensure that the property has a valid TV License whether the television is supplied by yourself or the Landlord. If you change any of the existing utility providers, you must advise Docklands Prestige Residential /Landlord of that change immediately.

Insurance

The Landlord is responsible for insuring the structure of the property and also the contents belonging to the Landlord. Your belongings and anything you bring into the property will not be covered by the Landlord's insurance policy.

You are strongly advised to arrange your own insurance to cover all of your personal belongings and contents. You may also want to consider taking out accidental damage cover as part of your insurance to help protect your deposit for any damage done to the property or its contents during your tenancy.

THE TENANCY AGREEMENT

On acceptance of your offer, you will be sent a draft copy of our standard Tenancy Agreement. You are advised to read it carefully as this draft gives you the opportunity to check any terms or points that you do not understand and ask any questions before you sign the actual Tenancy Agreement.

The Tenancy Agreement is a binding contract between you and the Landlord. Do not sign it unless you agree to all that is stated within it. The Tenancy Agreement signed between the Landlord and the Tenant contains the rights and responsibilities of each party during the tenancy.

The Landlord and the Tenant will be responsible for carrying out the promises they have made in that agreement. If the Tenant breaks any of those promises the Landlord can hold him to account. If damage has been caused, the Landlord may charge the Tenant for that damage, and either recover the money owed from the Deposit paid or take action against the Tenant through the courts to seek compensation. In some circumstances, the Landlord will be entitled to ask the court to bring the tenancy to an end.

Your responsibility for meeting all of the expectations of the Tenancy Agreement will continue until the agreement is terminated by mutual consent between the parties. Vacating the property and returning the keys does not necessarily terminate the agreement.

Tenancy Term

Your tenancy may be for a fixed term or it may have a break clause that allows you or the Landlord or both to terminate the tenancy before the end of the fixed term by giving notice. The tenancy can only be terminated at the end of the fixed term or in accordance with the break clause. You cannot leave or break the tenancy earlier unless the Landlord agrees.

Early Termination

If the Landlord does agree to early termination of the tenancy, you must accept any reasonable conditions that the Landlord might apply. If you wish to leave the property before the end of the fixed term or break clause you remain liable for the rent, all of the obligations of the tenancy and the security of the property until the end of the fixed term or until another person enters into a new tenancy, whichever is the earlier.

The landlord is also entitled to charge an early termination fee. This should reflect the financial loss that a landlord has suffered in permitting, or reasonable cost that have been incurred by the agent in arranging for, the tenant to leave early (e.g. marketing and referencing costs).

Joint Tenancies: Sharing the Responsibilities

If you enter into a Tenancy Agreement jointly with other people you will all be bound by the promises that you have made. When you enter into a joint tenancy you do so 'Jointly and Severally', this means that not only are you responsible for your share of the rent, or your share of the other promises made in the tenancy, but also that the Landlord could hold any individual Tenant or Guarantor to account for any failure to comply with the obligations of the Tenancy Agreement by you or your co-tenants whether or not you feel you have kept your part of the bargain. This means that each person could be asked to pay the full rent arrears or other costs and losses that are outstanding.

A Joint Tenancy can only be terminated if all of the Tenants agree. An individual Tenant cannot give the notice to end only his or her responsibilities for the Joint Tenancy. If an individual Tenant wishes to leave the tenancy, this will necessitate a Change of Occupant.

Change of Occupant

During the term of a joint tenancy, should one Tenant decide to vacate with the agreement of the Landlord & the other Tenants, it will be the remaining Tenant or joint tenants' responsibility to find a replacement Tenant or to agree to take the tenancy with a reduced number of joint tenants. This will effectively terminate the existing tenancy and create a new one.

Any new Tenants will have to pass the referencing process and if the number of Tenants is reduced, all existing Tenants will have to be re-referenced at the new rental share amounts. On completion of referencing, a new tenancy will be created and an administration fee of £50.00 inc

VAT per tenant will be payable. The referencing and administration fees must be paid before the change of occupant(s) commences.

It is the responsibility of the joint tenants to agree on the transfer of apportionment of security deposit monies between themselves. Docklands Prestige Residential will not release any deposit monies held or collect deposit money from the new Tenant. Docklands Prestige Residential will, however arrange for the new Tenant's details to be updated with the deposit protection scheme accordingly. If any charges or fees remain outstanding at the end of the tenancy, the amount due will be deducted from the deposit held.

Periodic Tenancy

Following the end of the fixed term of your tenancy, if you do not enter into a further fixed term, it will become a periodic tenancy. Under a periodic tenancy, all of the obligations of your original Tenancy Agreement will remain in force and you will be required to give one month's notice in writing to terminate the tenancy.

RENEWALS AND NOTICES

Prior to the end of the tenancy, we will contact both the Landlord and yourself to see if both parties wish to continue the Tenancy for a further term. If both parties wish to renew, Docklands Prestige Residential will negotiate the terms of the new tenancy. You will be informed in writing of the terms.

You will need to make a firm decision in good time so that any new Tenancy Agreement can be prepared and signed by the parties prior to the renewal date. If both parties are unable to agree to a new tenancy, the property may be put back on the market.

Should the Landlord not wish to extend the tenancy a Notice may be served upon you at least 2 months before the end of your tenancy advising you of the date that you will be due to vacate the property. If you do not comply with the Notice, possession proceedings will be taken against you and you will be liable for all legal costs incurred.

Should you decide that you do not wish to extend the tenancy, the tenancy will terminate at the end of the fixed term. If instructed by the Landlord, the property will be put back on the market during the last two months of the term.

CHANGE OF CIRCUMSTANCES

If your circumstances change during the tenancy and/or if you start to receive housing benefit (or equivalent), you should inform your Landlord and the Agent immediately.

RENTAL PAYMENTS

When a tenancy is entered into by the Landlord and the Tenant, the Tenancy Agreement will require you to pay the rent by standing order. We will prepare a standing order mandate, which you should complete at the time of signing the Tenancy Agreement. The entire rent for the property must be paid from one account only.

THE TENANCY DEPOSIT

The Tenancy Deposit must be paid by you on or before the start of the tenancy and will be held in a separate client account by either the Landlord or Docklands Prestige Residential or sent to the Deposit Protection Service. The Deposit will be returned at the end of the tenancy after any deductions have been agreed between the parties for any damage or another breach of the Tenancy Agreement. No interest is payable to you on the deposit.

Whether the Tenancy Deposit is held by a deposit scheme, your Landlord or Docklands Prestige Residential as a stakeholder will depend upon the circumstances of the tenancy, the service we are providing to the Landlord and/or the scheme of which either the Landlord or Docklands Prestige Residential is a member. The way in which the deposit is held will be clearly shown on your Tenancy Agreement.

Government Deposit Schemes - Assured Shorthold Tenancies

Since 6th April 2007 all deposits held for an Assured Shorthold Tenancy must be protected by a scheme.

The schemes are as follows:

Custodial Scheme

Deposit Protection Service (DPS – www.depositprotectionservice.com)

Insurance Based Schemes Tenancy Deposit Solutions Limited (TDSL – www.mydeposits.co.uk)

Tenancy Deposit Scheme (TDS – www.thedisputeservice.co.uk)

At the end of the tenancy, no deductions can be made from the deposit without the written consent of both parties. If there is a dispute regarding the deductions the dispute will be resolved by one of the above schemes who will adjudicate and decide how the deposit should be returned. Full details of the scheme which protects your deposit will be shown in your Tenancy Agreement. Further information can be obtained from the government website on www.communities.gov.uk/tenancydeposits.

DEPOSIT PAID BY THIRD PARTY

If entering into an AST, any Tenant deposit monies paid to Docklands Prestige Residential by a third party (i.e. anyone other than the named Tenant only, so guarantors or permitted occupiers would be considered to be third parties) must be protected under the name of the 'Interested Party' - not of the named Tenant. Any third party making payment of the deposit monies must be added as an 'Interested Party' within the deposit clause of the Tenancy Agreement.

Where a third party is paying the deposit, we require the following:

- completed third party form
- ID for the third party
- Proof of address for the third party

Deductions from the Deposit

Your Tenancy Agreement sets out exactly how the money will be dealt with at the end of the tenancy and what you can expect to happen. The fact that a deposit has been paid does not mean that a Tenant can afford to ignore any other promise outlined in the Tenancy Agreement. The money paid as the deposit does not represent the limit of your liability to the Landlord for any breach of the agreement.

The deposit cannot be used to pay the rent for the last period of the tenancy. It may, however, be used after the tenancy has finished compensating the Landlord if the Tenant has been in breach of his obligations under the Tenancy Agreement by failing to pay rent.

If you are a joint tenant it is up to you to decide how the deposit is to be paid. At the end of the tenancy, the Landlord may choose to pay the remaining sum to one joint tenant or split the money between each person forming the Tenant. You must arrange for that sum to be divided properly between joint tenants. You might decide that one Tenant should have a smaller share of the returned deposit because he or she was responsible for more of the damage. That is up to you.

INVENTORY AND SCHEDULE OF CONDITION

An Inventory and/or Schedule of Condition should be prepared prior to the start of the tenancy. This will detail the contents of the property and also describe the condition of those contents, the inside and outside of the property, the garden and any outbuildings as applicable. If Docklands Prestige Residential manages the property, you will be given a copy of the Inventory after the Check-in, otherwise you will obtain a copy of any Inventory directly from the Landlord.

Check-In and Check-Out

Check-in and Check-out inspections are conducted at the commencement and termination of the tenancy. Their purpose is to note the condition of the contents and property as detailed in the Inventory and provide an accurate comparative record which may be used to assess any compensation due to the Landlord for any loss or damage during the tenancy. Any compensation will be deducted from the Tenancy Deposit following the written consent of both parties.

Where Docklands Prestige Residential manages the property, we will arrange for an inventory clerk to check you into the property at the beginning of your tenancy, which will also alert us to any minor repairs and maintenance that may be necessary. Where possible, we will also arrange for an inventory clerk to check the property with you when your tenancy comes to an end. You should

attend the Check-in and Check-out as it is in your interest to do so for your protection. If you are unable to attend, you should arrange for a third party to attend in your place.

The Landlord is responsible for the costs of preparing the Inventory and carrying out the Check-in inspection and check out.

When we do not provide a full management service, the Landlord will make arrangements with you to check the property at the start and end of the tenancy.

KEYS

Two sets of keys will be provided for the tenancy. You should not have additional keys cut without the consent of the Landlord or the Agent. At the end of the tenancy, you must hand all keys (including fobs, remotes, permits and utility cards/keys) back to the Agent or the Landlord. If any are not returned, you may be charged for replacing the locks and keys.

REPAIRS AND MAINTENANCE

During your tenancy, it is your responsibility to promptly report any repairs or maintenance that may be required in the property. If the property is managed you should contact the Docklands Prestige Residential maintenance department on 02075116311 property.management@we-are-dpr.com, otherwise please liaise with your Landlord directly.

You should not, under any circumstances, instruct any contractor directly to attend the property, as this could result in you being held liable for any costs incurred relating to the call out and/or invalidating any warranties that may be in place.

PROPERTY VISITS

If Docklands Prestige Residential manages the property, we will carry out Property Visits on a periodic basis. The primary purpose of these visits is to identify any minor repairs or maintenance that may have become necessary. We will provide you with a minimum of 24 hours written notice of any intended visit. As part of our management service, Docklands Prestige Residential should hold keys to your property, which will be used to gain access if you are not present and have been notified.

If we do not hold keys to the property, we will arrange for access and the Property Visit to be carried out in your presence. Should we attend and you fail to keep the appointment a charge of £45.00 inc VAT will be payable by you for each missed appointment.

Where we do not provide a full management service, the Landlord will make arrangements directly with you for access to visit the property. A Landlord cannot access the property without providing the required notice in writing, except in an emergency.

END OF TENANCY

At the end of your tenancy, the property should be left in a clean and tidy condition and be ready for immediate re-occupation. Particular attention should be paid to the carpets, windows, ovens, refrigerators, stains and marks to walls.

The property will be checked by an independent inventory company at the end of the tenancy, no further access will be allowed into the property following the completion of the Check-out inspection. Should any areas require further cleaning, you will be held liable for any additional cleaning charges incurred.

All personal possessions must be removed prior to the Check-out inspection as we take no responsibility for any personal items left in the property after the conclusion of the tenancy. If any items are left in the property, you will be held liable for the cost of removal and charged a daily rate of rent for the additional days until large bulky items can be removed.

TAXATION

Income Tax for Overseas Landlords

If the Landlord's normal place of residence is not the UK for an accumulated period of more than six months in any tax year and if you are paying rent directly to the Landlord, you have a liability for deducting tax from the rent and forwarding the money to HMRC on a quarterly basis. Further information can be obtained from the website at www.hmrc.gov.uk/international/nr-landlords.htm or your local HMRC Office.

Stamp Duty Land Tax ('SDLT')

If the rent for the whole of the fixed term of the tenancy exceeds £125,000 you may have a liability to declare it to HMRC and pay SDLT. Further information can be obtained from the Stamp Office website at www.hmrc.gov.uk/sdlt/

PRIVACY

We are committed to safeguarding your privacy. We collect information to provide you with the services, products, quotes or information you have requested. The information that you have provided such as name, address, postcode, telephone number, email etc., is only that required by us and/or any partner/associated companies in order to provide you with the services, products, quotes or information you have requested or may require.

By signing this document, you agree to receive information we believe will be of interest or of benefit to you such as new or existing services, offers or newsletters, provided by us and/or by associated companies or third parties including a financial services provider.

By submitting your information, you consent to its use, as set out in our Privacy Policy. If at any time you wish for your personal details to be amended or removed from our records, or if you have opted in and you no longer wish to receive certain information, please write to us at the above address or email info@we-are-dpr.com

COMPLAINTS

Docklands Prestige Residential is a member of The Property Ombudsman Scheme, and we are committed to providing the highest standards of service to all of our clients and customers.