

# APPLICATION FORM



## TENANT APPLICATION FORM

Address of the apartment you wish to rent: \_\_\_\_\_

\_\_\_\_\_

Price offered: \_\_\_\_\_ Ideal Move date: \_\_\_\_\_

Length of Tenancy: \_\_\_\_\_

Frequency of Rent Payments: \_\_\_\_\_

Any Conditions upon which your offer is based: \_\_\_\_\_

\_\_\_\_\_

Any pets: (give details if so) \_\_\_\_\_

Full names of all those who will be residing in the property (as it appears in your passport):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

Forwarding address (for contact once the tenancy ends): \_\_\_\_\_

\_\_\_\_\_

Mobile (for each applicant): \_\_\_\_\_

\_\_\_\_\_

I/We agree that by signing this Application Form BPSE may send a copy of the Department for Government and Communities' guide, "How to Rent: the Checklist for Renting in England" by electronic mail to the following email address/es:

Email address (for each applicant):

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I/We also agree that BPSE will provide a copy of the Energy Performance Certificate ("EPC") for any property I/we rent by email to the above address.

I/We have been informed and accept that receipt of these documents does not grant a Tenancy which will be subject to contract and references.

I/We agree that if a Holding Deposit is paid, BPSE can use this sum towards the first rent instalment or the Tenancy Deposit.

### TDS Deposit Information

Full names of any individuals paying the deposit on behalf of the applicant (as it appears in their passport):

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

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Forwarding address (for contact once the tenancy ends): \_\_\_\_\_

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Mobile: \_\_\_\_\_

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

## TENANT INFORMATION SHEET

The following information is given for your guidance and contains all the relevant information expected from prospective tenants (“the Applicant”) by Battersea Power Station Estates (“BPSE”). All applicants should be aware that once the tenancy agreement (“the Tenancy Agreement”) has been signed they will be legally bound for the fixed term of the tenancy (“the Tenancy”) together with all the obligations contained in it. If the tenant (“the Tenant”) wishes to break any term of the Tenancy Agreement there could be financial obligations. It is advised that legal advice is taken prior to signing the Tenancy Agreement. The landlord (“the Landlord”) will also have rights and obligations. He will be legally bound after the Tenancy Agreement is signed.

### The Offer Process and ‘Holding Deposit’

You should be aware that all offers are “subject to contract and references”. This means that you are not guaranteed the Property until the whole referencing process has been completed, the documents have been signed and all initial monies paid. Upon acceptance of an offer, the Agent will request a payment equivalent to one week’s rent as a ‘Holding Deposit’ which will be held in compliance with the Tenants Fees Act 2019. If the Tenancy does not proceed, or if the Landlord decides not to enter into a tenancy agreement before the Deadline for Agreement (fifteen calendar days after receipt of the Holding Deposit), the Holding Deposit must be returned to you within seven calendar days of the decision or the Deadline for Agreement. The Holding Deposit will not be returned if you fail the Right to Rent check at any point prior to the commencement of the Tenancy, if you provide misleading or false information, or if you withdraw from the agreement before the Deadline for Agreement.

### Referencing

Once you have had an offer accepted, we need to start the referencing process. You need to complete the referencing application from the referencing agency and submit this as soon as possible. All information will be treated in confidence. BPSE will request a fee for the referencing service if it is not an Assured Shorthold Tenancy.

You will have been given Right to Rent information which became law under the Immigration Act 2014. If you have any queries you should ask any member of staff for an explanation. You should be aware that these checks apply not only to any person named as a Tenant at the property but to all occupiers over eighteen years of age. It is your responsibility to declare to BPSE the names of any prospective occupiers prior to the start of the Tenancy. The Applicant also confirms that if there are any additional occupiers or any occupier changes during the Tenancy they will inform the Landlord and the Agent promptly and ensure that the person or persons meets the Agent or the Landlord with a copy of their passport and visa if applicable. To avoid doubt if any person forming the Tenant or the occupier fails to comply the Landlord may take any necessary legal action to have the person evicted from the Property.

### Tenancy Agreement

Once you have signed you will be bound to all the obligations contained within the contract. In most cases, an Assured Shorthold Tenancy (“AST”) will be created in accordance with the Housing Act 1988 and the Housing Act 1996. Read the document carefully to ensure you understand all your obligations.

The Tenancy Agreement is a binding contract between you and the Landlord and contains the rights and responsibilities of each party throughout the Tenancy. Do not sign the Tenancy Agreement unless you agree to all the rights and obligations contained therein. The Landlord and the Tenant will be responsible for carrying out the promises they have made in that Tenancy Agreement. If the Tenant is in breach of a promise in the Tenancy Agreement 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 (“the Deposit”) paid at the end of the Tenancy, or take action against the Tenant in the county court for compensation. In some circumstances the Landlord will be entitled to ask the court to bring the Tenancy to an end if the Tenant is in breach of his obligations.

The copies of the Tenancy Agreement are usually signed electronically by both the Landlord and the Tenant. **No Tenancy can commence if signed contracts are not received and all monies paid.**

Prior to the start of the Tenancy the applicant must pay to BPSE an amount to cover the first period’s rent (which will be shown in the draft Tenancy Agreement) together with the Deposit negotiated between the two parties. BPSE will provide the applicant with an invoice showing the total charges which may include administrative costs if it is not an AST. If the Tenancy is an AST the Deposit will be registered with the TDS to comply with the Housing Act 2004 and relevant information provided to the applicant together with the draft Tenancy Agreement. The whole amount must be paid in cleared funds by a bank transfer. **BPSE will not accept payment in cash or by cheque under any circumstances.**

### Early Termination

If you need to end the Tenancy early we can consult the Landlord who can legally hold you to the whole fixed term with all the obligations contained within the Tenancy Agreement remaining those of the Tenant. Early termination can only be by arrangement with BPSE with the full agreement of the Landlord. If the Landlord is happy to begin remarketing the property, you will be entirely responsible for all rent and utility bills including council tax on the Property until BPSE find a suitable applicant who passes the referencing process, the Tenancy Agreement has been signed, all monies paid and the new person forming the Tenant has moved into the Property or the fixed term of the original Tenancy ends, whichever is the earlier, or other conditions have been agreed with the Landlord in writing to terminate the Tenancy early through a negotiated Deed of Surrender. As part of the Deed of Surrender you may be liable for any costs incurred by the Landlord such as a charge of £50 including VAT for varying the agreed terms of the Tenancy, or the agents' commission fees for the remaining duration of the Tenancy, or any conditions for surrender agreed between the parties.

### Renewal or Termination

During the last eight to ten weeks of the Tenancy BPSE will contact both the Landlord and the Tenant to determine whether the Tenancy is to continue for a further period. If an extension to the Tenancy is agreed between the parties the Tenant and other residential occupiers may be required to provide their original passports together with details of any new visa or work permit depending upon each person's ability to comply with the Right to Rent legislation.

If a new fixed term is agreed between the parties either BPSE or the Landlord will draw up the relevant documentation to include any rent increase or additional clauses for signature by both parties. Once signed both parties will be bound for the fixed term of the contract unless a break clause has been agreed and included allowing either party to terminate the Tenancy early.

Usually the Tenancy is renewed for a fixed term but if the Tenancy becomes periodic which means it continues from period to period under the same terms and conditions as the original fixed term contract the Tenant is required legally to give one period's notice in writing to expire the day before the rent is due. You will be liable for all the obligations contained in the Tenancy Agreement during the notice period.

If the Tenancy Agreement contains a break clause (allowing the Tenant to terminate early) this will only be enforceable if all persons forming the Tenant give notice in writing. One person forming the Tenant cannot give notice during a fixed term to end his or her responsibilities for the Tenancy. Even if the person leaves the property their obligations for rent and all other charges remain and can be enforced by the Landlord against each person who is named as the Tenant on the Tenancy Agreement.

### Joint Tenancies: Sharing the Responsibilities

Joint and several liability means that the Landlord could hold any of you named on the Agreement to account for any failure by you or your co-tenant to comply with the obligations of the Tenancy Agreement and for all the sums outstanding inclusive of any legal costs incurred whether or not you have kept your obligations under the Tenancy. Leaving the Property early does not end the legal obligation to pay outstanding monies or comply with the other obligations under the Tenancy Agreement until the Tenancy is brought to an end by negotiation or the fixed term ends and the Tenancy is terminated.

### Deposit

The Deposit is paid by you prior to the start of the Tenancy and is held throughout the Tenancy in a client account by BPSE unless alternative arrangements have been made with the Landlord as stakeholder which means no deductions can be made from the Deposit without the consent of both parties, preferably in writing. If the Deposit is to be held by the Landlord you will be advised in writing and the details will be specified with the Tenancy Agreement. The Deposit will be used to compensate the Landlord for any damage or other breach of the Tenancy caused by the Tenant. Since April 2007 all deposits for an Assured Shorthold Tenancy must be protected by a scheme; BPSE are members of the Tenancy Deposit Scheme ("TDS"). At the end of the Tenancy if there is any dispute between the Landlord and the Tenant regarding deductions from the Deposit the matter will be referred to the TDS for adjudication and resolution. This provides both parties with quick resolution of deposit disputes. If the Tenancy is not an AST the Deposit will be held by BPSE in their client account (subject to consent of the Landlord) and will be held until both parties agree the deductions from the Deposit or the matter is resolved by adjudication or the County Court. Interest is not paid to the Landlord or the Tenant but is retained by BPSE to cover legal costs.

### Utility Bills and Council Tax

You are responsible for contacting the relevant utility companies and the local authority by telephone to advise them of the change in the consumer. BPSE will endeavour to provide details of the accounts to aid any transfers. BPSE have no liability if you fail to arrange transfer of the utilities or the council tax liability which legally will still be the responsibility of the Tenant. At the end of the Tenancy it is the responsibility of the Tenant to remove his name from the final accounts and provide meter readings to the relevant utility company. The inventory clerk will try to obtain readings to aid this process but the primary liability remains that of the Tenant.

### Property Keys and Security Fobs

The Landlord is only required to leave one full set of keys and, if relevant, security fobs (these may be limited depending upon their use) for each person forming the Tenant at the Property. If you require more than one set, additional sets can be cut at your expense but subject to receiving prior written consent from the landlord or BPSE. You must advise BPSE of any additional or lost sets and return all sets (including any additional keys at the checkout at the end of the Tenancy otherwise you may be charged for the cost of the change of locks and the cutting of new keys.

### Rent Payments

Payments will be due on the same day of the period shown on the Tenancy Agreement in advance for the duration of the Tenancy. Interest at 3% above the Bank of England base rate may be incurred for any rent or part payments of rent which are paid fourteen or more days late as detailed in the Tenancy Agreement. All payments must be made by bank transfer.

### Insurance

BPSE advise you to take out contents insurance to cover all your belongings including accidental damage to the Landlord's possessions and third party liability. The Landlord's insurance covers the Property and the Fixtures and Fittings belonging to the Landlord but will not cover your possessions. The Landlord has no liability for any losses suffered by the Tenant.

### Check In/ Check Out

The Inventory is prepared prior to the start of the Tenancy at the Landlord's expense detailing the fixtures, fittings and contents in the Property. If the Tenancy is not an AST, the Tenant is liable for the cost of the check in, payable at the start of the Tenancy. You are advised to attend the check in to ensure that any damage is noted in writing on the report by the inventory clerk. If any damage is not mentioned you may be charged for all damaged items at the end of the Tenancy if they were noted as being in good order on the check in report. The Landlord covers the cost of the check in fee if it is an Assured Shorthold Tenancy and the check out fee at the end of the Tenancy. You should attend the checkout noting any damage recorded by the inventory clerk to protect your interests.

### Management Visits

The Tenancy Agreement notes the obligation of the Tenant to allow BPSE or the Landlord to visit the Property to check for any maintenance or repair upon giving the Tenant a minimum of twenty four hours' notice in writing. If BPSE manage the Property we will write to you to inform you when the Property is due for a management visit and arrange an appropriate date and time. Failure to allow access is a breach of the Tenancy.

### Repairs and Maintenance

Should any problems arise with the structure or fixtures and fittings of the Property, the landlord is solely responsible for any repair costs. If any maintenance problems arise you are advised to contact BPSE promptly if we manage the Property (you will be advised who to contact at the beginning of the Tenancy) and we or the Landlord will make the necessary arrangements for contractors to attend and carry out any work necessary. You are not allowed to carry out any of the repairs yourself nor should you arrange for them to be carried out by a contractor except in an emergency. If you fail to inform BPSE or the Landlord of any need for repair or maintenance then you may have to pay for any deterioration in the Property due to a delay in a contractor carrying out work. You must also grant entry to contractors upon being given twenty four hours' notice in writing.

### Smoke Alarms

All properties must have working smoke alarms fitted and tested at the start of the Tenancy. It will be your obligation to test alarms, change batteries and advise of any need of repair during the Tenancy. It is imperative you comply with these obligations for your own safety.

### Legionella

This is an airborne disease which can affect a person if water is not run in the Property for a period of time. The Landlord and the superior landlord will have carried out all safety checks to minimise any risk but the Tenant should help ensure their own safety by running taps and showers and flushing lavatories if the Property is left vacant for more than seven days.

### Cleaning

BPSE can contact an experienced team of cleaning contractors who can undertake all aspects of property cleaning. If the Tenant instructs any company it must be done direct and they will be liable for all costs incurred. If at the end of the Tenancy the Property has not been left in a clean and tidy condition as shown in the original check in report at the start of the Tenancy BPSE or the Landlord will arrange for contractors to do this work and the cost may be deductible from the Deposit. If pets have been kept at the Property (either with or without permission) the Tenant must ensure that all carpets have been cleaned with de-infestation cleaner at the end of the Tenancy to a professional standard to comply with the condition of the carpets at the start of the Tenancy as shown in the check in of the Inventory. If this is not done, BPSE or the Landlord will arrange for contractors to do this work, the cost being deductible from the Deposit.

### Tax

If the Landlord's primary residence is not the UK for a period of more than six months in any tax year and if the Tenant is paying the rent direct to the Landlord the Tenant may be liable for deducting tax from the rent and forwarding the money to the Her Majesty's Revenue and Customs ("HMRC") on a quarterly basis. Further information can be obtained from the website of HMRC using the direct link on [www.gov.uk/tax-uk-income-live-abroad/rent](http://www.gov.uk/tax-uk-income-live-abroad/rent).

### Stamp Duty Land Tax ("SDLT")

If the rent after deduction of the statutory discount of 3.5% exceeds £125,000 per year the Tenant may have a liability to declare it to HMRC and pay SDLT. If the Tenancy agreement contains options to renew the Tenancy granting the Tenant the right to renew for a specified period of time this is known as a "linked transaction" and may incur a higher liability. Further information can be obtained from the HMRC website at [www.gov.uk/stamp-duty-land-tax/overview](http://www.gov.uk/stamp-duty-land-tax/overview).

### Change of Circumstances

If your circumstances change during the Tenancy or if you start to receive housing benefit or Local Housing allowance, you should inform the Landlord and BPSE promptly.

### General Data Protection Regulation

In order to comply with the 2018 Data Protection Legislation to prevent any unauthorised access to or use of personal data, BPSE has the responsibility to keep the Tenant's personal information and that of any guarantor or occupier confidential, and will only use the personal information of the Tenant if rent is not paid and the Landlord wishes to refer the matter to a solicitor; or if BPSE are specifically required to divulge the information by law; or to pass it to a government agency by law; or to comply with any terms of this Agreement. The Privacy Policy of BPSE can be accessed from our website on [www.bpsestates.co.uk/privacy](http://www.bpsestates.co.uk/privacy).

### End of the Tenancy

If the Tenancy is terminated by either party at the end of the fixed term or according to a break clause the Tenant has certain obligations. By the last day of the Tenancy the Tenant must have removed all belongings, foodstuffs, furniture if applicable and refuse from the Property; leave the garden (if applicable) in good condition; and clean the Property. You cannot return to the Property after the end of the Tenancy and if the Property is not left in the same condition as when you moved in you may be charged for the necessary work which could be deductible from the Deposit. If items are left in the Property including any refuse the Tenant will be charged for any removal, storage and disposal charges incurred which could also form a deduction from the Deposit. Further information is contained in the "Ending the Tenancy" section of the Tenancy Agreement.

### Complaints

If you are dissatisfied in any way please inform us immediately in writing addressed to Lettings at Battersea Power Station Estates, 1 Circus Road West, Battersea Power Station, London, SW11 8EZ or email to [lettings@bpsestates.co.uk](mailto:lettings@bpsestates.co.uk). BPSE will acknowledge receipt within three working days and endeavour to answer all complaints in writing within fourteen working days of receipt. If the complaint is not rectified to your satisfaction please put it in writing addressed to Mark Hutton at the same address. Any further complaint can be addressed to The Property Ombudsman. Further details can be found on our website.

## SCHEDULE OF CHARGES

- |  |   |
|--|---|
| 1. Deposit   | Usually equivalent to 5 weeks' rent<br>(6 weeks' if annual rent over £50,000) |
| 2. Change of Occupant, any variations or early Termination | £50 including VAT or as negotiated  |
| 3. Interest on Late or Unpaid Rent                         | Interest at 3% above Bank of England<br>Base Rate from date due               |

## ADDITIONAL CHARGES FOR NON-HOUSING ACT TENANCIES

- |   |                                 |
|---|---------------------------------|
| 4. Preparation of the BPSE standard Tenancy Agreement           | £250 including VAT              |
| 5. Preparation of an Extension Agreement for the Tenancy        | £120 including VAT              |
| 6. Referencing Cost<br>(Individual, Guarantor or Company Check) | £40 including VAT per reference |

I/we agree to the above terms.

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_