

Application for Tenancy & Prescribed Information for Assured Shorthold Tenancies

2019 - 2020

Note: the information given in this application form will be used to assess your suitability to grant you a tenancy. A credit check may be carried out.

This information is prescribed under the Housing Act 2004. That means that the two parties to the tenancy agreement must be made aware of their rights during and at the end of the tenancy regarding the protection of and deductions from the deposit.

The address of the property to which the tenancy relates: _____
(Address of the property you will be renting)

The Deposit will be held by: **Roger Rossano, 43 Richmond Park Avenue, Bournemouth, BH8 9DN**
Tel: 01202 251020 Mobile: 07811 433733 email: enquiries@StudentLet.org

To secure your accommodation please read The Procedure and Checklist Form and make sure all items on the form have been fully completed and given or posted back to us along with this application form and your holding fee equal to one months rent (one and a half times the months rent for foreign nationals) plus £100 for the administration fee. The holding fee is not refundable if you do not take up residency for any reason. The administration fee is a one-off fee and non-refundable.

You are going into a 12 month lease from 1st August 2018 to 31st July 2019 (unless stated differently on the lease). You will pay for your rent by bank transfer or standing order. It will be payable the first of each month starting from 1st August with the last payment due on 1st July, with only 50% being paid in August 2018 as a retainer.

Full Name _____ Date of Birth _____
(full name of applicant)

Home Address _____
_____ Post code _____
NOTE: this is the address that will be used for receipts, correspondence and to serve any legal documents.

Previous Address _____
NOTE: this is the address if you were renting last year whilst at University (if applicable)

Will you be going to the Bournemouth University or Arts University College? (circle the appropriate one)

Home Telephone Number _____ Mobile/Other Contact Number _____
e-mail Address _____ What course are you on? _____

Who is paying your deposit? Yourself Third Party

Name & Address of third party if applicable _____

Guarantor's details

Name _____ Relationship to Applicant _____
Occupation _____
Address _____
_____ Post code _____
Tel. No. _____ Mobile No. _____

The Security Deposit amount is £ _____ (Official use only)

The holder of the Security Deposit will register the deposit with, and provide other required information to an authorised tenancy deposit scheme within 30 days of the commencement of the tenancy and provide proof to the tenant of compliance. If the holder of the deposit fails to provide proof within 30 days the tenant should take independent legal advice from a solicitor, Citizens Advice Bureau (CAB) or other housing advisory service.

A leaflet entitled *What is the Tenancy Deposit Scheme?*, explaining how the deposit is protected by the Housing Act 2004, will be forwarded by email or post to the tenant by the person holding the deposit, being Roger Rossano.

At the end of the tenancy

The Security Deposit will be released following the procedures set out in clause 5 of the tenancy agreement.

Deductions may be made from the Security Deposit according to clause 5 of the tenancy agreement. No deductions can be made from the Security Deposit without written consent from both parties to the tenancy agreement.

The procedure for instigating a dispute regarding deductions from the Security Deposit at the end of the tenancy is summarised in *Tenancy Deposit Scheme leaflet*, which will be forwarded by email to the tenant within the first week of the start of the tenancy.

The tenancy deposit schemes are specifically excluded under Statutory Instrument from adjudicating where, despite making reasonable efforts to do so, the landlord or the agent are unable to contact the tenant, or the tenant is unable to contact the landlord or the agent. Under these circumstances, the member must do the following:

- make every practical effort, over a reasonable period of time but for no longer than it would take for the ICE to resolve a dispute, to contact the (ex)-tenant/landlord using information readily available;
- determine dilapidations, rent arrears and any other prospective deductions from the deposit as they would normally do;
- allocate the deposit, pay the party who is present as appropriate, and transfer the amount due to the absent tenant/landlord to a suitably designated "Client Suspense (bank) Account".

A formal record of these activities should be made, supported by appropriate documentation.

Following sufficient time having elapsed from last contact from the absent tenant/landlord the member may then donate the amount allocated to them to a suitable registered charity – subject to an undertaking that any valid claim subsequently received by the member from the beneficial or legal owner would be immediately met by the member from its own resources.

Should the absent tenant/landlord return within that period and seek to dispute the allocation of the deposit, the ICE may offer to adjudicate.

The landlord confirms that the information provided to the tenant is accurate to the best of his knowledge and belief and that the tenant has had the opportunity to examine the information.

The tenant confirms he has been given the opportunity to examine this information. The tenant confirms by signing this document that to the knowledge of the tenant the information above is accurate to the best of his knowledge and belief.

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- I have a working friend or relative who lives in the UK and has agreed to be my guarantor who has read the Lease Agreement which is available www.StudentLet.org.
 - I agree to the landlord taking up references and carrying out credit checks and any other checks as may be necessary.
 - I understand that the information contained in this application form may be passed over to the relevant third parties.
 - I confirm that the above information is true to the best of my knowledge.
 - I have received and read the "Procedure for New Tenants & Checklist" and "the Assured Shorthold Tenancy Agreement" and agree to be bound by its terms.
 - I understand that my holding fee will become my security deposit, on the commencement date of the tenancy, which will be registered with an authorised tenancy deposit scheme (as per clause 5 of the Assured Shorthold Tenancy Agreement) and the registration certificate and Information for Tenants Leaflet will be emailed to me at the above email address.
 - I will supply a photocopy of my ID in the form of Driver Licence or Passport to confirm my immigration/citizenship status received
 - I have received and read the Fair Processing Notice attached to this tenancy application
 - I have received the How to Rent Booklet – The checklist for renting in England with this application.

SIGNED (the tenant) _____ DATE ____ / ____ / ____

SIGNED (the landlord) _____ DATE ____ / ____ / ____

PROCEDURE FOR NEW TENANTS

The lease term for all of our properties is a 12 month term from 1st August to 31st July.

The rent will include utility bills (only if you are renting a house) but not TV Licence which will have to be purchased in the tenants' names. You will have to provide us with a TV Licence only if a TV has been supplied in your property. If you are in the town center flats you do not have to show us your TV Licence.

A holding fee equivalent to one month's rent will be required. This will become your Security Deposit at the start of the lease and will be lodged with an authorised tenancy deposit scheme. This security deposit will be returned at the end of the lease less any deductions for breakages, repairs and cleaning if necessary.

We will also require a working parent living in the UK, to act as a guarantor for each student. The rent is paid monthly in advance by standing order only.

All foreign nationals will be required to pay the rent in three installments. The first on 1st August equal to 4.5 months, the second on 1st January for 4 months and last for 3 months on 1st April. They will also have to put a higher deposit equivalent to one and half times the month's rent.

To secure your accommodation please make sure all items on this checklist have been fully completed and given or posted back to us along with your cheque/cash/money transfer as Holding Fee plus the £100 administration fee. The Holding Fee is not refundable if you do not take up residency for any reason.

Since the inventory is produced for security for both the tenant(s) and the landlord, the cost will be split by both. At check in the tenant(s) will be asked to pay for the cost of the check in inventory and the landlord will pay for the cost of the check out inventory.

CHECKLIST

- Fully complete one application for tenancy form for every student who will be living in the property.
- Each student is to complete, sign and have witnessed a copy of the lease.
- Your guarantor should read the lease and then complete and sign the guarantor form, which must also be witnessed.
- Your guarantor must also send a copy of their passport or drivers licence as proof of ID.
- Pay an amount equal to one month's rent plus £100 admin fee to "L Rossano Property Management". This will be a holding fee*.
- Set up a standing order with your bank to pay your share of the rent to:
L Rossano Property Management, Santander Bank sort code: 09-01-50 account no. 03830616
- Please supply a photocopy of your ID. Passport or Driver Licence please. These must be up-to-date with your home address on it.

You may pay the holding and admin fee by cash or by internet transfer (bacs) using the house number and your surname as the reference to: **Santander Bank sort code: 09-01-50 account no. 03830616*

Note: You are signing a legal document and will be bound by it's terms to the end of the tenancy period. Once entered into you will not be able to stop your rent payments unless you have found a suitable tenant to replace your obligations.

Please post all of the above to:
L Rossano Property Management
43 Richmond Park Avenue
Bournemouth
Dorset BH8 9DN

Upon receipt of all the above items for all of the students in your house, we will write to you, once we've carried out all of our checks, confirming that you have secured the property and send you a signed copy of the lease.

PLEASE NOTE: Even though we take a security deposit, you and your guarantor will still be liable for any damages, repair and cleaning charges at the end of your tenancy which may exceed the value of your deposit.

If you have any questions about the procedure, please call Roger Rossano on 07811 433733 or e-mail enquiries@StudentLet.org or your letting agent if you have been dealing with one.

Visit our website www.StudentLet.org where all of our forms and leases can be found.

FAIR PROCESSING NOTICE

This notice explains what information we collect, when we collect it and how we use this. During the course of our activities, we will process personal data (which may be held on paper, electronically, or otherwise) about you and we recognise the need to treat it in an appropriate and lawful manner. The purpose of this notice is to make you aware of how we will handle your information.

Who are we?

L Rossano Property Management, private landlord and agent, we take the issue of security and data protection very seriously and strictly adhere to guidelines published in the General Data Protection Regulations (EU) which is applicable from the 25th May 2018, together with any domestic laws subsequently enacted.

We are notified as a Data Controller with the Office of the Information Commissioner under registration number ZA377389 and we are the data controller of any personal data you provide us.

Our Data Protection Officer is Roger Rossano 07811433733.

Any queries relating to this notice and our privacy practices should be sent to roger.studentlet@gmail.com.

How we collect information from you and what information we collect

We collect information about you:

- from your application for accommodation
- from the Lease Agreement you complete and sign
- from the guarantor form your guarantor completes and signs
- from the ID you provide

We collect the following information about you:

- Tenant name
- Email address
- Telephone numbers
- Date of birth
- Address
- Nationality (on their ID)
- Name of University where you are studying
- Property Address
- Term
- Rent
- deposit

We collect the following information about your Guarantor's

- Name
- email address
- telephone numbers
- date of birth
- address
- occupation
- nationality (on their ID)

We also will eventually get your bank account details, including your account and sort code numbers, to reimburse your deposit.

Why we need this information about you and your guarantors and how it will be used

We need this information and will use this information:

- to undertake and perform our obligations and duties to you in accordance with the terms of our contract with you;
- to enable us to supply you with the services and information which you have requested;
- to help you to manage your tenancy;
- to carry out due diligence on any prospective tenant, including whether there is any money judgements against them, or any history of bankruptcy or insolvency;
- to analyse the information we collect so that we can administer, support and improve and develop our business and the services we offer;
- to contact you in order to send you details of any changes to our supplies which may affect you; and
- for all other purposes consistent with the proper performance of our operations and business.

Sharing your information

The information you provide to us will be treated by me as confidential and will be processed only by any third party, acting on our behalf, within the UK. We may disclose your information to other third parties who act for us for the purpose set out in this notice or for purposes approved by you, including the following:

- if we enter into a joint venture with or merge with a business entity, your information may be disclosed to our new business partners or owners;
- to carry out due diligence on you as a prospective tenant/guarantor, including but not limited to the carrying out of affordability checks, due diligence checks and the obtaining of references from relevant parties, whose data you have provided;
- if you request so, your information shall be disclosed in order to determine if there are any money judgements against you, as the prospective tenant/guarantor, or to determine if they have a history of bankruptcy or insolvency;
- if you are unable to make payments under your tenancy, your information may be disclosed to any relevant party assisting in the recovery of this debt or the tracing of you as a tenant; and
- in the creation, renewal or termination of the tenancy, your information will be disclosed to the relevant local authority, tenancy deposit scheme administrator, service or utility provider if relevant, freeholder, factor facilities manager or any other relevant person or organisation in connection with this.

Unless required to do so by law, we will not otherwise share, sell or distribute any of the information you provide to us without your consent.

Transfers outside the UK and Europe

Your information will only be stored in the UK and EEA.

Security

When you give us information we take steps to make sure that your personal information is kept secure and safe.

How long will we keep your information

We review my data retention periods regularly and will only hold your personal data for as long as is necessary for the relevant activity, or as required by law (we may be legally required to hold some types of information), or as set out in any relevant contract I have with you.

My full retention schedule is available upon request by emailing us at enquiries@StudentLet.org

Yours rights

You have the right at any time to:

- ask for a copy of the information about you held by us in our records;
- require us to correct any inaccuracies in your information;
- make a request to us to delete what personal data of yours we hold; and
- object to receiving any marketing communications from us.

If you would like to exercise any of your rights above please contact me at enquiries@StudentLet.org.

Should you wish to complain about the use of your information, we would ask that you contact us to resolve this matter in the first instance. You also have the right to complain to the information Commissioner's Office in relation to our use of your information. The information Commissioner's contact details are noted below:

England

Information Commissioner's Office
Wycliffe House, Water Lane
Wilmslow, Cheshire, SK9 5AF
Tel 0303 123 1113
Email: casework@ico.org.uk

Wales:

Information Commissioner's Office
2nd Floor, Churchill House
Churchill Way, Cardiff, CF10 2HH
Email: wales@ico.org.uk

Scotland

Information Commissioner's Office
-Scotland
45 Melville Street, Edinburgh, EH3 7HL
Tel 0131 244 9001
Email: Scotland@ico.org.uk

Northern Ireland

Information Commissioner's Office
3rd Floor, 14 Cromac Place
Belfast, BT7 2JB
Tel: 028 9027 8757
Email: ni@ico.org.uk

The accuracy of your information is important to us – please help us keep our records updated by informing us of any changes to your email address and other contact details.