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property sales lettings property management

OCCUPATIONAL CONTRACT APPLICATION FORM & GUIDE LINE NOTES

Each applicant is to complete an application form in full and return to us within 48 hours along with photographic ID and supporting documents.

Return to:

498 Cowbridge Road East, Victoria Park, Cardiff CF5 1BL

admin@hoskinsmorgan.co.uk

hoskinsmorgan Occupational Contract Guidance Notes

When you make an application to take up an Occupational Contract (Tenancy) of a property the following will apply prior to the contract commencing, during the contractual term and when the contract ends. You should read this document carefully to ensure that you are familiar with the obligations that you intend to enter. Once the Occupational Contract is signed you will be bound by those obligations. If you are unsure about any of the contents of this Information Sheet you should take independent legal advice from a solicitor or the Citizens Advice Bureaux (CAB).

References

Once an offer has been accepted and prior to being granted an Occupational Contract you must complete an application form giving details of your employer, salary and any previous landlord. This information will be used to take up references from the named parties and to check your credit rating with an outsourced company. It is in your interest to tell referees that they will be contacted by our referencing agency, asking them to reply as quickly as possible so that there is no delay in granting you a contract. If you do not pass the referencing criteria, you will not be given an Occupational Contract.

Occupational Contract

You are strongly advised to read it carefully and check any terms or points that you do not understand with the CAB or a solicitor before you sign the actual Occupational Contract for the property. The Occupational Contract is a binding contract between you and the landlord. Do not sign the Occupational Contract unless you agree to all that is stated within it.

We are happy for you to have a copy of the Occupational Contract up to 7 days before the agreed commencement date.

The Occupational Contract 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 the agreement.

If the Tenant breaks any of those promises the landlord can hold the Tenant to account. If damage has been caused, The Landlord may charge the Tenant for the damage, and either recover the money owed from the Deposit paid (see below), or take action against the Tenant in the County Court to seek compensation. In some circumstances the Landlord will be entitled to ask the court to bring the Tenancy to an end.

Joint Tenants: Sharing the Responsibilities

We will nominate one individual to be the Head Tenant. The head tenant will be the first person we contact with any queries regarding the tenancy and is normally the person who we will send postal correspondence too.

If you enter into an Occupational Contract jointly with another person, you will both be bound by the promises that you have made. However, that does not mean that you will only be responsible for your share of the rent, or your share of other promises made. Joint and several liability means the Landlord could hold either of you to account for any failure by you or your co-tenant to comply with the obligations of the Occupational Contract whether or not you have kept your part of the bargain, which means that each person could be asked to pay full rent arrears or other costs and losses that are outstanding.

The Contract Term

You cannot end the contract early unless the Landlord agrees. If the Landlord does agree you must accept any reasonable conditions that the Landlord might apply. If in breach of the Occupational Contract you leave the property before the end of the fixed term you remain liable for the rent, all the other obligations of the tenancy and the security of the property until the end of the fixed term or another person enters into a new agreement whichever is earlier.

If the Occupational Contract becomes periodic you will be required to give one month's notice in writing. You will be liable for all the obligations of the Occupational Contracts during the notice period.

If the Occupational Contract contains a break clause this will only be enforceable if all persons forming the agreement give notice. One person forming the Tenant cannot give notice during a fixed term to end his or her responsibilities for the agreement.

Guarantor (if required)

You may be asked to supply a guarantor. The guarantor will be referenced. And will only be accepted if deemed suitable. The guarantor will be a party to the Occupational Contract and will guarantee and meet the obligations of the Tenant, during the whole period of the agreement if the Tenant does not do so. **The guarantor must be a home owner.**

Tenancy Deposit

This will be paid by you on or before the start of your intended agreement. No interest is payable to you on the deposit, which will be held either by your Landlord or ourselves depending upon the services we are providing to the Landlord and the scheme of which either the Landlord or we are a member. This will be clearly shown on the Occupational Contract. The deposit will be held in a separate client account by either the landlord or us during the Tenancy or sent to the Deposit Protection Scheme and will be returned at the end of the Tenancy after deductions have been agreed between parties for any damage or other breach of the Occupational Contract

See below for full details of Tenancy Deposit Protection.

The Occupational Contract sets out exactly how the money will be dealt with at the end of the agreement and what you can expect to happen. The fact that the deposit has been paid does not mean that the tenant can afford to ignore any other promises contained in the Occupational Agreement. The money paid as the deposit does not represent the extent of your liability to the Landlord for any breach of the agreement.

If you are a joint tenant it is up to you to decide how the deposit is paid. At the end of the agreement 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.

The deposit cannot be used to pay the rent for the last period of the agreement. It may however be used after the agreement has finished to compensate the Landlord if the Tenant has been in breach of his obligations under the Occupational Contract by failing to pay the rent.

At the end of the agreement 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 is shown in the Occupational Contract. Further information can be obtained from the government website on www.communities.gov.uk/tenancydeposits.

Rent & Deposit Payments

Prior to signing the Occupational Contract, full payment of the first month's rent and Tenancy deposit must be paid either **cash or internet bank transfer**.

We do not accept personal cheques under any circumstances for the initial month's rent and deposit.

When an Occupational Contract is entered into by the Landlord and the Tenant the Occupational Contract will require you to pay the rent by standing order.

Holding Deposit

We normally charge a holding deposit of one weeks rent to take the property from the market, this amount will be deducted from the first month's rent but is non-refundable if your application is rejected because of false and misleading information.