TENANT INFORMATION – HMO Applications

College and County

Welcome to College and County!

As an ARLA PropertyMark registered Letting Agent we endeavour to provide a fair and equitable Tenancy Agreement and level of service to both our Landlord and Tenant. The following information is intended to provide new Tenants with a more detailed guide to the general application process, the relationship between the Landlord and Tenant and the role played by College and County as the Agent.

The Tenancy Agreement will set out the legal obligations of both Landlord and Tenant; a draft of the tenancy agreement will be available on the Goodlord platform as part of the application process, so that you have time to read it and seek independent legal advice should you wish to do so prior to signing. You can also view general copies on our website, under "Tenants" in the Services tab.

There are other queries that are not always so clearly defined, and these notes attempt to answer some of the more frequently asked questions about the process and agreement. If you require further information, please do not hesitate to ask one of our lettings team, although should you require clarification on legal issues, we do recommend that you seek independent legal advice.

This information is for guidance only and does not guarantee you a Tenancy on the Property.

1. Applying for a property

Once you have viewed a property in person (or via a video tour – you will need to clarify if you are happy to proceed without an in person viewing) and decided you would like to apply, the first step is to send your application email to us at lettings@collegeandcounty.co.uk. Please do not apply for the house if you still wish to view it before committing as second viewings will not be offered. This should be a single email from the group which confirms who the Lead Tenant will be and with a few lines of information about each person: name; email address; mobile number; where you study, what you study, year of course; or where you work and your job title; hobbies/interests/background; it is also helpful if you specify if you are in receipt of scholarship/stipend funding or a salary or will be using a guarantor (must reside in UK mainland and have an annual salary of 36x your monthly share of rent from a UK based company). If you don't send the relevant information asked for above, this will delay your application and you could miss out on the property.
Please be aware that withholding/supplying incorrect information may result in the Landlord rescinding from your application.

This information is then sent on to the landlord of the property to be considered, along with any other applications we've received for the property. If accepted by the landlord (subject to contract) your application will then be processed through our online processing app (Goodlord) – it's very easy to use on your phone, tablet or PC.
Each tenant will receive an email which contains a link to sign up and pay the holding fee by a UK debit card – this needs to be completed within 24 hours. Once all tenants have completed that step, you will each receive another email asking for further details, photo ID (you can snap a picture of your passport on your phone) and reference/guarantor contact details –your references needs to be completed, along with your guarantor's contact details supplied within 48 hours from receiving the offer acceptance email (subject to contract). Please do not forward links to each other as this will mix up your profiles and cause a problem with allocation of money for the tenancy.

This does not guarantee you a Tenancy, but the property is then taken off the market (subject to contract) and withdrawn from advertisement once we have all your referencing information. Please be aware that College and County reserve the right to keep the property advertised and suspend viewings until referencing is completed.

From there, we will be waiting for guarantors to submit their references and complete their agreements (within 5 days of our email to the group confirming the landlord's acceptance of their application subject to contract) before we move onto signing the tenancy agreement. A copy of the tenancy agreement will be sent to you for review and a generic copy can also be seen on our website in the Services tab under "Tenants".

If you or your guarantor are struggling with the platform, please get in touch so that we can help where possible.

2. Holding Fee

We take a holding fee, which is equal to 1 weeks' rent payable on application. This amount must be paid to us before we process your application and is non-refundable should you/part of your group decide not to proceed with the property, or should you fail referencing due to information not disclosed on application (such as CCJ's or bad credit rating). This must be paid within 24 hours of receiving the acceptance, or the property will be offered to another group. Placing an application/offer does not reserve the property for you and is not an opportunity for you to then decide whether you want it or not – if you are unsure on a property, please do not put your offer forward until you are sure, as the holding fee will not be refunded.

Provided the application is successful, this sum will then be deducted from the first month of rent, due on signing of the contract (no later than one month before the start date of your tenancy) – because of the nature of student lettings this does mean that by paying the holding fee, you are agreeing that we will hold this to be credited toward your first month of rent, which may sometimes be nearly 10 months in advance of the start date.

3. References

References required will depend on your situation and there are essentially three sections to referencing – financial income, previous landlord and credit check. We also legally have to check your identity, right to rent, and the sanctions list.

***Financial** – if you are employed or a salaried post graduate student/researcher, we will contact your employer for a reference; if you are a funded post graduate student/researcher in receipt of scholarship or stipend, we will contact your funding provider for a reference - please put the relevant contact details under the employer section when filling-in the referencing forms online; if you are an undergraduate student or non-funded post graduate, you will need to provide a guarantor who lives in the UK and has an annual salary of 36x your portion of the monthly rent from a UK based company. If you are not salaried or funded, and don't have a guarantor, you can ask the other tenants if their guarantor would be happy to act for you too, or you will need to use a guarantor company.*

If you are in a probationary period at a new job, on a fixed term contract that starts/ends during the tenancy or on a lower income, the landlord may request a guarantor as additional security.

***Landlord** – if you are currently or have previously lived in a rented property with a tenancy in your name, we will contact your landlord or the managing agency for a reference.*

***Credit Check** – this check looks at your credit history and credit score as well evidence of CCJ's, IVA's and similar. If you know you've had a negative credit matter previously, we recommend that you advise us in advance so that it's not a shock to the landlord and we can explain the circumstances.*

***Guarantor** – Any guarantor must be an UK resident with an annual salary of 36x your portion of the monthly rent from a UK based company as additional security. We do need to verify this income, so your guarantor will be referenced.*

***ID** – as well as taking a copy of photo ID for every tenant, it is a legal requirement that we complete a Right to Rent check for every tenant. For this check, you will need to supply your share code with your references (if applicable) and every tenant needs to come into the office with their physical passport (and visa if applicable) as soon as possible so we can check the document and take a copy. Do let us know if you don't have a passport so we can discuss alternative options as we are not able to release keys until we have done everyone's Right to Rent checks.*

***Sanctions List Check** – It is a legal requirement for every agency to check whether Tenants and/or Guarantors are on a UK Sanctions List. If you are on this list, we are unable to proceed with a tenancy with you as you will have failed referencing.*

4. Deposit

Unless we advise otherwise, the deposit will amount to 5 weeks' rent and this sum is registered with a government approved deposit scheme, throughout the tenancy, to be used for any damages or deductions at the end of the tenancy.

The deposit relates to the property, not on an individual tenant basis. For convenience to our applicants, we are happy for each tenant to pay an equal portion of the deposit, but it will be registered as one sum and returned as one sum at the end of the tenancy to the nominated Tenant, using the details as confirmed by the nominated Tenant.

The deposit is due in full when you sign the tenancy agreement – this is likely to be due in February but won't be any earlier than 6 months before the tenancy starts. The deposit will be paid through the online app via debit card or online transfer. All deposits must have been paid by the deadline given, so you must ensure you plan ahead if you're transferring money from a savings account, parents or abroad. Signing the agreement and payment of the deposit must be completed promptly upon request and is expected within 7 days.

College and County safeguard the deposits we hold with the Tenancy Deposit Scheme, which is administered by The Dispute Service Ltd. For further information on this please go to www.tenancydepositscheme.com. The deposit will be registered, and the relevant documentation emailed to the group within 30 days of the payment being taken in accordance to current regulations.

Where a landlord registers the deposit themselves, the deposit must be transferred directly to the landlord, details will be provided at the relevant point of the process. The landlord will then send the deposit information directly to the tenants; the scheme they use will be confirmed in the tenancy agreement.

Provided the application is successful, this sum will be held by College & County for the duration of your application and will then be deducted from the move-in monies, which will be in excess of 15 calendar days – by signing this guide, you are agreeing to extend the period that this will be held for in order for it to be allocated toward your first month of rent.

5. Rent

The balance of your first month's rent is due in full one month before the tenancy starts. The holding fee paid at the start of your application will be deducted from this amount and the balance will be paid through the online app via debit card or online transfer. This must have been paid promptly upon request, by the deadline given, and is expected within 7 days. Thereafter, rent is due by standing order on the same day each month throughout the tenancy, as indicated in the tenancy agreement.
For transparency, as part of your application, you will be asked to set up a standing order for the payment of the monthly rent. Your rent needs to be paid monthly in full, from one account, via standing order, from the nominated Tenant (or a house account that you have set up). If you do not have a UK account yet, you can set up your standing order a little later in the process, but we do expect you to arrange this at the earliest possible time. You will need to ensure that your standing order is in place for your next payment and confirm once done.

Please note that where we collect the rent, we are at liberty to impose charges for payments which are late, payments by means other than that specified in your tenancy agreement etc. - all of which are outlined in your tenancy agreement.

If the Landlord collects the rent themselves, the rent schedule for the first payment (deposit and the remainder of the first month of rent) may be slightly different but this will be outlined to you.
After that, Rent is due on the same date each month, in line with the tenancy start date and is due by standing order to the landlord directly. You will have to set up a standing order as part of your application. Please note that we do not control standing orders, we will provide you with the details needed to set this up, and if you have any problems you need to discuss with your bank and landlord as appropriate.

6. Check-In

We arrange for check-ins and key handovers for all the properties we manage. Prior to your start date, we will arrange a specific time on the start date of your tenancy agreement to meet you in the office.

At this arranged time, you will meet a member of our property management team in the office and this person will usually then be your point of contact throughout your tenancy. This appointment serves to introduce you to the house properly and give you the information you need for a successful tenancy. This includes information on documents you will receive electronically, keys and the check in pack, taking opening meter readings, discussing utility accounts and council tax, explaining how to use the relevant systems in the house, explaining how to report maintenance and answering any questions you might have. We allow 15-30 minutes for this appointment.

Please be aware that you cannot have keys, move into the property, or have access to the property before your tenancy starts.

Where the landlord manages the property themselves, we will aim to arrange a check-in time for you (where possible), email your check-in documents to you and the landlord, and they will then carry out the check-in.

7. Inventory

After your check-in appointment, we will provide you with a digital copy of a detailed Inventory and Schedule of Condition for signing (where the property is managed by College and County). This should be checked thoroughly by yourselves against the condition of the property at check in. You will have 7 days to make any amendments or annotations to the document, as required. Please note that this is only in relation to the general condition of the property. If you spot any maintenance issues, they must be reported immediately via email so they can be rectified as quickly as possible.

The annotated version of the inventory is the one which the property will be compared against at the check-out and used for proposing deposit deductions.

If we do not receive a signed copy of the inventory within 7 days, it will be assumed that you accept the inventory as a true statement of the condition of the property and this version will be used for comparison at the check-out at the end of the tenancy.

8. Utilities and Bills

Utilities are the responsibility of the Tenants unless stated otherwise in your Agreement and you are responsible for the entire duration of your tenancy agreement.

As part of your check-in, you will be provided opening meter readings for your utilities. It is entirely up to you if you stay with the current supplier or switch but if you do move to another supplier, we strongly advise that you contact the previous supplier to advise them you are changing, to avoid being billed twice.

To set up your utility accounts, you just need to call your chosen suppliers and provide them with your opening meter readings and the start date of your tenancy.

If you require phone/internet access at the property this is again the tenant's responsibility unless otherwise stated in your tenancy agreement. The majority of properties have a standard phone line installed but we recommend that you check this – most suppliers are able to tell you while you're enquiring about services, but you may need to call BT directly. There may well be set-up and connection charges to pay, which is the tenant's responsibility, and the time taken for internet to be set up can vary considerably and often be a few weeks during the busy summer season.

Our recommendation is that you contact your chosen supplier before you move in to make the necessary arrangements, but bear in mind that neither you nor any representative will have a right to access the property before your Tenancy commences.

If you are looking to have Fibre Optic and there is not a connection already installed, you must ask for permission from the landlord as the supplier will need to drill a hole through an external wall. Drop us an email and we can speak to the landlord.

Please note that we cannot provide advice about which suppliers are best or provide details of the previous occupants' contract details.

If you legally require a TV licence for the property (please refer to the TV Licensing website www.tvlicensing.co.uk), it is the tenant's responsibility to purchase one. This is irrelevant of who owns the actual TV (i.e. if the landlord provides a TV for the house, it is still the tenant's responsibility to purchase a TV licence if legally required). If you do not legally require a TV licence, you still need to tell TV Licencing that you do not legally require one. Any fees or charges due to the tenants not having a TV licence or not registering that they don't require a licence are the responsibility of the tenants.

College and County has partnered with Just Move In to assist with all your home moving admin.
All movers will receive this complimentary Home Setup Service which comprises arranging change of occupation notifications for council tax and utilities, as well as setting up optional services such as broadband, TV, phone, insurance, and/or where requested other home or move related needs such as insurance, storage or removals (known as the "Home Setup Service").

All you have to do is book in for a call with one of their move specialists and let them do all the hard work! (Please note that in order to arrange and confirm the scope of the Home Setup Service to be provided, you will be contacted by telephone, text or email by Just Move In.)

The Home Setup Service is provided on our behalf by Ethical Introductions Limited (t/a Just Move In). College and County may receive a commission from Just Move In of up to £10 per service taken.

Treatment of personal data: Just Move In will receive and is also a controller of users' Personal Data necessary for the provision of the Home Setup Service, as further described in their Privacy Policy.

9. Council Tax

The tenants are responsible for paying council tax for the duration of your tenancy on the property, unless otherwise stated in your tenancy agreement. At the beginning of your tenancy you must inform the Council of your tenancy start date and they will then begin charging you accordingly.
If you are a full-time student, you may be exempt from council tax but you must inform the Council about this or they will still charge you. They will usually ask for a copy of your enrolment letter or proof that you are a current full-time student, and they will then send over an exemption certificate for the property if you are deemed exempt. You must keep this safe. If you do not inform the Council that you are exempt from paying council tax and get your exemption certificate, you will be liable for all council tax charges and any late payments charges that the council imposes.
If you are a mixed group of students and professionals, usually the whole house council tax charge would still be applicable. Any properties with only a single tenant who is liable for council tax would usually be eligible for a 25% discount, but you must check with the Council Tax Department.

10. Contents Insurance

The Landlord will have Buildings Insurance to cover the property, but we advise our Tenants to ensure that any personal effects brought into the Property are covered by Contents Insurance. We recommend opting for 'tenants insurance' which provide cover for your personal belongings and also offer third-party cover for accidental damage to the Landlord's items at the property (i.e. furniture in a furnished property).
You are responsible for ensuring that the Property is left secure at all times as not doing so would usually void any insurance policy.
With regards to room locks, there is some guidance below:

- *Students typically rent an HMO shared house as a group of friends on one 'joint and several' tenancy agreement. Technically, they all have equal right to use all rooms. They do not have a legal right to require a landlord to put locks on doors, regardless of their insurance position – something a student should check before renting the house!*
- *There are good reasons why locks are not allowed on a bedroom door of a shared house 'joint and several' agreement. If there was a lock on the door and the last student to vacate the house found a bedroom window open, this would leave the house vulnerable to burglary, if they couldn't enter a bedroom to close the window. If a student was unresponsive in their locked bedroom and the house caught fire, they could be left to die in the room.*
- *Locked doors in a house that is being burgled, create considerably more damage than those houses where internal doors are not locked.*
- *Shared houses only need one TV licence for the whole house, whilst individual room agreements need a separate TV licence for each bedroom.*
- *The opposite is the case with a shared HMO house, where the tenants have individual agreements. In this case, they should have individual locks on bedroom doors, particularly because they are unlikely to be friends beforehand, however the potential dangers listed above could be an issue.*
- *Students sensibly create house rules to ensure privacy in their bedrooms. This is called, 'learning to live reasonably together'.*

11. Parking Permits

We advise you to contact the City Council (https://www.oxfordshire.gov.uk/residents/roads-andtransport/parking/parking-permits?utm_term=nil&utm_content) to check if you are entitled to a parking permit/s whilst living in the property. This is the department of the Council which deal with all the parking permits within Oxford, and they will be able to confirm how many permits the property is entitled to, how much they cost,

and how to apply for one. Most standard properties on permitted streets, without its own drive/garage, are entitled to two permits and a number of visitor/day permits per year, but this can vary. There are planning restrictions on some premises which do not allow any permits to be issued for tenants of the property (often where large properties have been split into flats), and the Council does sometimes review permit entitlement.

Oxford City Council parking team will require an executed copy of your Tenancy Agreement to provide you with a parking permit – you will be provided with your executed agreement on the start date of your agreement via email. You cannot get an executed copy before this.
Your car also needs to be registered under your name, and at the property address.

Please note that neither College and County or your landlord will accept any responsibility for parking entitlement, changes to parking entitlement, parking costs or security of your vehicle.

12. During the Tenancy

It is important that you look after your property during the tenancy and act in a tenant like manner. This means generally keeping the property and exterior areas clean and tidy, being respectful to neighbours and ensuring that you report any maintenance immediately (for managed properties you will report directly to us, for properties where the landlord manages themselves, you need to speak directly to your landlord). Maintenance issues must be reported in writing (via email) and we then discuss the issue/s with the landlord and agree a course of action.
We endeavour to respond quickly and keep tenants up to date at all times, but we do request your patience during extremely busy times of year, like the summer. Please also bear in mind that the landlord is the decision-maker and for the majority of requests, we do need their express permission before we can arrange a contractor to attend, which usually cannot be obtained immediately.
It is important to note that any damage caused as a result of you not reporting maintenance in a timely manner is the liability of the tenants, as is any damage you cause yourselves, above fair wear-and-tear.

Please be aware that as your property is an HMO (Houses in Multiple Occupation), this will likely be let as part of the Student, Postgraduate or Shared letting cycle which means that we will require confirmation of your end date mid-October (for Student groups) or mid-January (for Postgraduate groups).

13. Post

During your tenancy you may receive post in the name of previous tenants, the landlord, or addressed to 'the current occupiers'.
Anything which is in the name of previous tenants should be marked 'return to sender' or 'RTS' and put into a red Royal Mail post box. Anything in the landlord's name you should bring to us in the office as soon as possible. Anything which is addressed to the current occupiers you should open yourselves as this is you. It may just be junk mail in which case of course you can dispose of it, but it might be from TV Licensing or the Council.

At the beginning of your tenancy, you may well receive a utility bill for the landlord – this is for the period between tenancies and needs to be paid, so it's important that you bring this to us as quickly as possible.

If you find that you are receiving repeated utility bills for the previous occupiers, you should contact the supplier, or bring this to us in the office, as they might not have paid their final bill and we want to avoid it being passed on to a debt collection agency.

14. Property Visits

If we are managing the Property, we will conduct visits during the tenancy and these happen at least twice a year – usually in autumn and spring. We will notify you by email in advance of a visit.
The purpose of a visit is to confirm that both parties are fulfilling their contractual responsibilities in relation to the property. This means that we will be checking that you are keeping the property in good condition, but this is also our opportunity to check the property in general and to draw the Landlord's attention to any general and larger maintenance works they may need to carry out in the future or at the end of your tenancy.
If there is anything which may cause concern for the landlord or may result in the Landlord proposing deductions from your Deposit at the end of your tenancy, we aim to point this out to you and provide advice so that you are able to act immediately and protect your deposit.

If there is anything in particular you would like to draw our attention to at the visit, you are more than welcome to point it out, or if you won't be there, you can email us in advance or leave a note.

15. Maintenance and Requests

With regard to maintenance, our role is to process maintenance reports and other requests from Tenants and discuss with the Landlord, where appropriate.
The first thing we will do with any maintenance report or request is to go through several questions with you. We do this to ensure that we gather sufficient information to fully understand exactly what the issue is, the severity of the issue, which (if any) type of contractor may need to attend, and the level of work which might be required. Many issues are simple to rectify, and you will be expected to help rectify certain issues yourself, where necessary. Remember that if you report maintenance and a contractor is sent out but the issue is actually tenant responsibility or a tenant mistake/misuse (a blocked drain gully caused by putting food, fat or grease down the kitchen sink for example), the landlord will likely pass the invoice on to you for payment, so following our guidance and answering our questions is largely for your benefit.
If the tenants cannot rectify the issue, we then discuss with the landlord and gain their authorisation to go ahead with a contractor, if required. We will then arrange this (note that some landlords have their own contractors and will arrange this themselves or might attend themselves) and let you know when they're attending. If the maintenance is very urgent, or relatively urgent, we may send them same day, less 24 hours' notice. Please note that we have to have express permission from landlords (it's their money we're spending) and this cannot usually be done instantly, so please bear with us; although, if the matter is urgent, and the landlord is not responding, we are usually able to go ahead. Also, remember that contractors are busy, especially in the summer, and their next available appointment may be a few days away.

16. Change of Tenancy/Ending the Tenancy

Assured Periodic Tenancy Agreements have no end date and therefore if you want to bring the tenancy to an end, you will need to provide no less than two months of notice, in line with your rent due date. If you do not provide this notice, you will remain liable for all rent and utilities, even if you have moved out. We recommend that you provide notice as soon as you are aware that you will not be staying, and confirm the month that you will be leaving – this can be done as early as you like, but will need to be in writing. Please do note, this would be for everyone to end their tenancy – not just one person (where there are multiple people living in the property). If one person is wanting to leave, you will need to request a Change of Tenant.

In a shared tenancy, an individual Tenant cannot give notice to end the tenancy unless all Tenants are vacating the Property and the tenancy is ending in full. Requests to replace a Tenant during a fixed-term tenancy are ***not automatically permitted*** *and will only be considered in* ***exceptional circumstances****, at the Landlord's sole discretion. The Landlord is under no obligation to agree to any change of Tenant.*

If you require further information on this, please ask a member of the Lettings Team, who can talk you through the process in full, specific to your situation. As always, it is your right to seek independent legal advice.

17. End of the Tenancy & Deposit Return

We arrange check-out appointments for all our managed properties (if your landlord manages the property, please speak to them about end of tenancy procedures, check-out and deposit return) on the last day of the tenancy and this appointment date will be confirmed to you via email, along with other guidance to help ensure the check-out goes as smoothly as possible.

You do not have to be present for the check-out. The property must be fully vacated and cleaned by this time as you will not be able to arrange access after this. Properties should be cleaned to a professional standard (please see tenancy agreement, special clauses) with all tenant keys left in the property. You will be provided with details on preparing the property for the check out, including contractor details supplied by College and County, for services such as cleaning and gardening, to be arranged by the tenants at the end of the tenancy.

Either your property manager, your landlord, or an inventory clerk will attend the check-out appointment to check the property against your original inventory and check-in information, take closing meter readings and you must also provide a forwarding address. The clerk may discuss some general information with you but will not be able to discuss

specific deposit deductions at this stage. A report is then created and sent over to the landlord for review, and the landlord decides if they would like to propose any deductions to your deposit.

Once the check-out report is finalised and your landlord has provided us with their instruction, a list of proposed deductions (if any) is prepared and sent over to you via email. If you accept the proposed deductions (if any), the deposit is then returned to the nominated Tenant and the landlord accordingly. If you would like to discuss the deductions further, the main undisputed amount of deposit is returned to the nominated Tenant and the amount equalling the proposed deductions is retained until an agreement is made, and then returned to the nominated Tenant, or the landlords, accordingly. If agreement cannot be attained, you have the right to refer the matter to the relevant deposit scheme for adjudication, as per the scheme rules - this may be a lengthy process, so please bear this in mind, we suggest that you don't rely on this to pay move-in monies on your next tenancy.

18. End of Tenancy – Cancelling the Standing Order

Please remember to cancel your standing order after you have paid the final rent. Please make sure that you do this in good timing to allow your Bank sufficient time to act on your instructions; this is very important, as not doing so creates a great deal of increased work for our office to process refund of overpaid rents. Please note that if the standing order is not cancelled, there will be a charge of £24 (incl. VAT) to administer the refund of rent.

19. Communication and Correspondence

Where we manage the property, all correspondence should be directed through us. You can of course call us with any queries, but maintenance and requests must be reported in writing (via email) and we advise copying all tenants in so that everyone is aware of any issues and to avoid multiple tenants reporting the same thing.
The name and correspondence address of your Landlord will be shown on your Tenancy Agreement. Unless the Landlord instructs us, we are not obliged to provide phone numbers or email addresses for the Landlord(s).
Most of our correspondence is by email and you should check your inbox regularly to ensure you are up to date. We will email you to advise you of any approaching inspections, maintenance visits, viewings, and all correspondence regarding your reported maintenance.
Our email addresses at the office are:

lettings@collegeandcounty.co.uk (for lettings administration)
accounts@collegeandcounty.co.uk (for finance)
propertymanagement@collegeandcounty.co.uk (for property management and reporting maintenance).

If your landlord manages the property themselves, their contact details will be on your check-in form and you will meet them at your check-in.

Throughout your tenancy, we will use email as the main form of communication.

By signing this document, the tenants agree that they are happy to receive formal notices and relevant documents (including Gas and Electrical Safety Certificates and Energy Performance Certificates) electronically via email.