

OAK STUDENT LETTS –TERMS, CONDITIONS AND APPLICATION FOR STUDENT TENANCY

In order that this form may be quickly processed, please ensure that it is completed in full

PLEASE READ THROUGH AND SIGN AT THE BOTTOM OF THE FORM TO SAY YOU HAVE READ, UNDERSTOOD AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF OAK STUDENT LETTS

SECTION 1 - Property Details

Address of Property applied for;-

Name

Security Deposit ;- £250.00

Booking Fee ;- £75.00

**Commencement date ;-
End date ;-**

Period 1 rent:

- Once you have decided to book the property, in order to secure it, we require period 1 of the contracts rent in advance or equivalent. (dependant on the property booked) This must be paid within two weeks of submitting this form.
- Your application for a tenancy must be accompanied by a booking fee for the sum of £75.00. This fee is not refundable under **any** circumstances.
- The security deposit will be held in accordance with The Dispute Service Ltd, Tenancy deposit scheme. Our Membership ID is 6099
- The security deposit must be paid at least one month before the start of the tenancy. Post-dated cheques are acceptable but all monies **must** be cleared before **any** keys can be released for the property

Total Rent/Per week;- £

Summer Rent;- £

- ◇ All properties are available on assured shorthold tenancy agreements for a **fixed** term of either ten, eleven or twelve months (dependant on the property concerned) unless agreed differently between you and us.
- ◇ Applicants will be jointly and severally liable for the TOTAL RENT for the property
- ◇ If you are on an exclusive rent tenancy agreement you are responsible for your own council tax, water rates, gas, electricity and telephone bills, TV licence and own personal effects/contents insurance, unless otherwise stated in your Tenancy Agreement. If you are on an inclusive rent tenancy agreement you will still be liable for certain payments and these will be clear from your tenancy agreement. Inclusive rents will not include the council tax and it will be your responsibility to pay this if the property becomes liable if student exemption forms are not provided. Your Landlord is responsible for the buildings insurance together with any Landlord's contents insurance. Any ground or chief rent is also the responsibility of the Landlord. In the case of flats or apartments, maintenance, management and service charges will be the responsibility of the Landlord unless otherwise stated.
- ◇ No keys can be released until the tenancy agreement is signed by all tenants and all monies have cleared our bank. The keys can be collected from this office during normal office hours and upon prior appointment. We are not able to send any keys by post or personally hand keys over at the weekend. All keys for the property will be handed to the first tenant to call at our office and it will be that persons responsibility to advise the other tenants that the keys have been collected and to arrange for distribution of the keys
- ◇ Student possessions insurance with Endsleigh could cost you less than you think. Endsleigh insure more student rooms in the UK than anyone else and they are the only student insurance provider endorsed by the National Union of Students. Endsleigh Insurance will use the contact details within this form to discuss insurance details with you during your tenancy. Please mark if you do not wish Endsleigh to contact you.

SECTION 2 - Applicant Details

Full Name

Date of Birth

Lead Tenant (Tenant organising Group/First contact for property)

Current Term Time Address

Postcode

 Owner occupier
 In Halls
 Living with parents
 Privately rented (list on rear)

University Course (ref)

Home Address

Home Tel No

Alternative
Number

Mobile Tel No

Email address

SECTION 4 – Guarantor (MUST ALSO FILL IN THE GUARANTOR LETTER)

Full Name

Address

Postcode

Daytime Tel No

Evening Tel No

Relationship

- For **every** student tenant we take a parental guarantee. This means your parent/guardian is being asked to guarantee your rent for the term of the tenancy agreement only. These will be posted from our office along with a specimen copy of the tenancy agreement and a letter explaining our services. We request that these forms are completed, signed and returned to us within **14** days. Tenancy agreements will not be offered to prospective tenants without a completed parental guarantee form.

SECTION 5 – DECLARATION

In conjunction with this application **Oak Student Letts** may carry out a search with any of the application details which I have submitted. I hereby expressly consent to the carrying out and retaining a record of any such search or check. I also expressly consent to **Oak Student Letts** passing the results of any search or check to the prospective landlord for the purpose of assessing this application.

- If within the one month period from the booking date the tenancy agreement has not been signed by all the tenants we reserve the right at our absolute discretion to cancel the reservation and any part payments of rent or security deposits received may be retained by us*
- Should you withdraw your application, monies paid are non-refundable.*

I THE UNDERSIGNED HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF OAK STUDENT LETTS

Applicant's Signature

Date

Print Name

Prescribed Information for Assured Shorthold Tenancies

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.

Address of the property to which the tenancy relates

Details of the deposit holder

Name: Oak Property Investments Ltd trading as Oak Student Letts

Actual address : 34 Shakespeare Street
Nottingham
NG1 4FQ

Email: Info@oakstudentletts.com

Fax: 0115 9483934

Tel: 0115 9588787

Details of tenant(s)

Name(s)

Address(es) for contact after the tenancy ends

E mail address(es)

Mobile number(s)

The deposit

The deposit is

£

The holder of the Deposit will register the Deposit with and provide other required information to the Tenancy Deposit Scheme within 14 days of the commencement of the Tenancy or the taking of the Deposit whichever is earlier and provide proof to the Tenant of compliance. If the holder of the Deposit fails to provide proof within 14 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, is attached to this document for the Tenant by the person holding the Deposit being Oak Student Letts.

At the end of the tenancy

The deposit will be released following the procedures set out in clauses 7.1 to 7.5.5 of the Tenancy Agreement provided separately.

Deductions may be made from the Deposit according to 7.1 to 7.5. of the Tenancy Agreement provided separately. No deductions can be made from the Deposit without written consent from both parties to the Tenancy Agreement.

The procedure for instigating a dispute regarding deductions from the Deposit at the end of the Tenancy is summarised in *What is the Tenancy Deposit Scheme?*, which is attached to this document. More detailed information is available on: **www.thedisputeservice.co.uk**

TDS 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 (usually at least six years) 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 Agent and 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.

Signed by the Tenant

Signed by the Agent

The Deposit is safeguarded by the Tenancy Deposit Scheme, which is administered by:

The Dispute Service Ltd

PO Box 1255

Hemel Hempstead

Herts

HP1 9GN

phone 0845 226 7837

web www.thedisputeservice.co.uk

email deposits@tds.gb.com

fax 01442 253193

The Dispute Service Ltd also offers a service for enabling a dispute relating to the deposit to be resolved without having to go to court.