

**OAKTREE (WEST LONDON) LIMITED**  
**RESIDENTIAL LETTING AND MANAGEMENT SERVICES**  
**TERMS & CONDITIONS FOR PROSPECTIVE TENANTS**

**1. Holding Deposit**

A Holding Deposit equivalent to one week of the rent is payable should you put an offer on a property. Should you cancel or change any of the original terms of your offer, refuse to provide references within 15 days of paying the holding deposit, provide false references or fail the right to rent check the holding deposit will not be refunded. Should the Landlord or the Landlord's Agent not accept the offer or be unable to proceed, the holding deposit will be returned to you with no deductions within 7 days of the rejection.

**2. No Letting fees for Tenants**

In accordance to the Tenant Fees Act (2019) we do not charge individual Tenants any administrative, referencing or inventory fee for Assured Shorthold Tenancies or licences. For common law tenancies not provided by the Tenant Fees Act (2019), such as a Company Let, a Tenancy Set Up fee of £100 applies.

**3. Assistance Service**

Oaktree offers Tenants an "Assistance Service". See Fees to Tenants leaflet. This includes providing an original copy of the signed tenancy agreement, assistance in setting up utility bills and media services with our partner 'Just move in' and introductory discount with our partner 'Virgin Media'. This service is not compulsory.

**4. Check in and Check Out**

Keys must be collected and returned to our office. If you wish to collect and/or return keys at the property a fee of £60 applies. Should you wish to attend check in and/or check out formalities, whether with a member of Oaktree or with an Independent Inventory Clerk (should the Landlord decide to use one) there is a charge of £60. If available, copies of inventories and schedule of condition at check in and check out can be requested for £30 per copy. We can provide for bespoke check in and check out arrangements at extra cost. If interested enquire with a member of the Letting team.

**4. Payment of Dilapidation Deposit, First Month's Rental & Administration Fee**

Please note, payment of the dilapidation deposit (five weeks rent) must be received within 7 days of receiving the holding deposit. If it is not received by this time, unless otherwise agreed by the Lettings Manager, your holding deposit will be forfeited and we will remarket the property. If payment is by cheque, Oaktree requires seven working days for clearance of the cheque. Card payments are only accepted for payment of holding deposit or other fees due to Oaktree. Bank transfers are also acceptable. We do not accept payment in cash.

**5. References and 'Right to Rent' Checks**

Since the introduction of the 'Right to Rent' checks we are obliged to inspect an original ID document in your presence to establish whether you have indefinite or temporary right to live in UK. Oaktree will need to take and retain in our file a copy of your ID and visa documents. This is to be done for any Tenant and also for any other person that is allowed to occupy the premises. The Right to Rent Check will apply to anyone age 16 or above independently from their Nationality.

**6. Amendment Fee**

See Fees to Tenants leaflet.

**7. Signing of Tenancy Agreements**

Should the Agreement be made with individuals, all who are entering into the tenancy should sign the Tenancy Agreement within 1 week of paying the holding deposit. Should the Agreement be made with a company, the Tenancy Agreement should be signed by a Managing Director, Company Secretary or by someone with the relevant authority.

**8. Early Termination of Tenancy**

Should you wish to surrender your tenancy before the end of the fixed term, subject to the Landlord's agreement in writing, you will be responsible for the payment of rent until such time the new Tenant moves in and the pro-rata commission paid in advance by the Landlord for the unexpired portion of the tenancy plus any other cost to compensate the Agent and the Landlord of your breach. Please refer to your Tenancy Agreement for more details and enquire with the Lettings Manager. A fee of £50 also applies.

**9. Appointment Cancellation Fee**

Should you cancel a pre-booked appointment with less than 12 hours notice or fail to be present for any appointment made/arranged by Oaktree at your rented property (such as inspection, check-in, check-out, contractor visits) a cancellation fee of £50 applies.

**10. Other fees See Fees to Tenants leaflet**

**10. Return of the Dilapidation Deposit**

In accordance with the Housing Act 2004, as amended by the Localism Act 2011 and by the Deregulation Act 2015, *for all assured shorthold tenancies*, the dilapidation deposit will be protected by the Agent or by the Landlord in one of the three authorised government deposit schemes. Oaktree is a member of Mydeposits, Tenancy Deposit Scheme. The Tenant will not be entitled to any interest that accrues on the deposit. At the end of the tenancy the deposit less any agreed deductions to cover damages, dilapidations or arrears, will be released accordingly and within the time and the manners set by the Housing Act 2004 and the deposit scheme regulation. *For all other types of tenancies, including company lets*, it is normally anticipated that the deposit less any deduction to cover damages, dilapidations or arrears, will be released within 31 days of the inventory check-out date. Oaktree will not enter into any dispute between the Landlord or Tenant in determining what part of the deposit shall be retained for the purpose of making good any breaches or non-compliance by the Tenant. In case of disputes, the parties are advised to seek assistance from their legal representatives or refer the matter to the ADR service provided by My Deposits or the Court.

**11. Payment**

Oaktree is unable to make any payment by cash, refund to a debit / credit card or bank transfer. Payment will only be made by cheque.

**It is important that you read and understand fully this document as it sets the agreement between you and us (Oaktree). If you have any questions please ask a member of the Lettings Team.**

Signed.....