

Rental Application Terms and Conditions



1. APPLICATION FOR A PROPERTY

When applying for a property, all proposed adult tenants and occupiers aged 18 or over may be required to complete an application and provide information and documentation reasonably required for referencing, affordability, identity and Right to Rent checks.

Applications are subject to:

- the Landlord's approval;
- satisfactory referencing and affordability checks;
- satisfactory identity and Right to Rent checks;
- the information supplied by the applicant being accurate and complete;
- agreement of the tenancy terms; and
- completion of any other reasonable pre-tenancy requirements.

Submitting an application does not oblige Purple Letting or the Landlord to grant a tenancy.

Applications will be considered fairly and in accordance with applicable law. Purple Letting and the Landlord will not unlawfully discriminate against an applicant, including because the applicant receives benefits or has children.

2. ADVERTISED RENT

The rent for the Property will be advertised at a specific amount.

Purple Letting will not invite, encourage or accept an offer of rent above the advertised amount.

Applicants should therefore not offer a higher rent in an attempt to improve the prospects of their application being accepted.

3. HOLDING DEPOSIT

A Holding Deposit may be required to reserve the Property while the application, referencing and other pre-tenancy checks are completed.

The Holding Deposit will not exceed the equivalent of one weeks' rent for the Property.

Where there is more than one proposed tenant, the maximum Holding Deposit applies to the proposed tenancy as a whole and not separately to each applicant.

Purple Letting will not accept more than one Holding Deposit for the same proposed tenancy at the same time, except where permitted by law, following the lawful repayment or retention of an earlier Holding Deposit.

4. RESERVING THE PROPERTY

The Property will normally be treated as reserved once:

- all proposed adult tenants have submitted the information reasonably required to progress the application and
- the required Holding Deposit has been received in cleared funds.

During the reservation period, Purple Letting and/or the Landlord will not normally enter into a tenancy with another applicant for the Property while the application is actively progressing.

The reservation remains subject to these Terms & Conditions and the requirements of the Tenant Fees Act 2019.

5. DEADLINE FOR AGREEMENT

Unless a different deadline is agreed between the parties in writing, the Deadline for Agreement will be the fifteenth day beginning with the day on which Purple Letting or the Landlord receives the Holding Deposit.

The parties may agree in writing to extend or shorten the Deadline for Agreement where appropriate.

All applicants are expected to take reasonable steps to progress the application promptly so that the tenancy can be entered into by the Deadline for Agreement.

6. APPLICANT RESPONSIBILITIES

Applicants must take reasonable steps to progress their application.

This includes, where applicable:

- completing application and referencing forms promptly;
- providing accurate and complete information;
- supplying identification and supporting documents when requested;
- providing information required for affordability and referencing checks;
- providing details of employers, accountants, previous landlords or other referees where reasonably required;
- responding promptly to reasonable requests for further information;
- attending or completing any required Right to Rent check;
- arranging any required guarantor documentation;
- reviewing and signing the tenancy agreement within a reasonable period after it is issued; and
- paying the tenancy deposit and permitted rent when lawfully requested following entry into the tenancy agreement.

Failure to take reasonable steps to progress the application may result in the application being treated as withdrawn and may affect whether the Holding Deposit is refundable.

7. REFERENCING AND AFFORDABILITY

Purple Letting and/or its appointed referencing provider may carry out checks reasonably required to assess an applicant's suitability for the proposed tenancy.

These may include:

- identity verification;
- affordability and income checks;
- employment or accountant references;
- previous landlord or letting agent references;
- credit checks;
- searches for County Court Judgments, bankruptcy or insolvency;
- verification of information supplied in the application; and
- Right to Rent checks.

An applicant will not automatically lose their Holding Deposit merely because they do not meet a particular referencing or affordability threshold.

However, the Holding Deposit may be retained where an applicant has provided false or misleading information which reasonably affects their suitability for the tenancy or the Landlord's decision whether to grant the tenancy.

8. FALSE OR MISLEADING INFORMATION

Applicants must ensure that all information provided as part of their application is accurate and complete to the best of their knowledge.

The Holding Deposit may be retained where an applicant provides false or misleading information which the Landlord or Agent can reasonably take into account when deciding whether to grant the tenancy.

This may include, for example, materially inaccurate or misleading information concerning:

- income;
- employment;
- previous addresses;
- previous tenancies;
- County Court Judgments;
- bankruptcy or insolvency;
- the identity of proposed occupiers; or
- other information specifically requested as part of the application which materially affects the applicant's suitability.

A minor or innocent error which does not materially affect an applicant's suitability will not, by itself, entitle Purple Letting or the Landlord to retain the Holding Deposit.

9. RIGHT TO RENT

As required by law, all proposed adult occupiers must establish their Right to Rent in England.

Applicants must provide the documents, information, share codes or other evidence reasonably required to complete the applicable checks.

Where an applicant does not have a Right to Rent and the statutory conditions allowing retention of the Holding Deposit are satisfied, the Holding Deposit may be retained in accordance with the Tenant Fees Act 2019.

10. WHEN THE HOLDING DEPOSIT WILL BE REFUNDED

Subject to the circumstances in which the Holding Deposit may lawfully be retained, the Holding Deposit will be refunded where:

- the Landlord decides not to proceed with the proposed tenancy;
- the Landlord withdraws the Property;
- the applicant has provided accurate information, but the Landlord nevertheless decides not to proceed;
- the parties take all reasonable steps to enter into the tenancy but do not do so by the Deadline for Agreement; or
- the Holding Deposit is otherwise required to be repaid by law.

Where repayment is required, it will be made within the period required by the Tenant Fees Act 2019, normally within seven days of the relevant decision or Deadline for Agreement.

11. WHEN THE HOLDING DEPOSIT MAY BE RETAINED

Subject to the requirements of the Tenant Fees Act 2019, Purple Letting or the Landlord may be entitled to retain the Holding Deposit where:

- The applicant decides not to proceed with the tenancy before the Deadline for Agreement;
- The applicant provides false or misleading information which the Landlord or Agent is reasonably entitled to take into account when deciding whether to grant the tenancy.
- The applicant fails a Right to Rent check in circumstances where the statutory conditions for retention of the Holding Deposit are satisfied.
- The Landlord and/or Purple Letting have taken all reasonable steps to enter into the tenancy by the Deadline for Agreement, but the applicant fails to take all reasonable steps to do so. This may include failing, without reasonable explanation, to provide requested information or documents, failing to respond to communications, failing to complete required checks or failing to sign the tenancy agreement after being given a reasonable opportunity to do so.

Any decision to retain a Holding Deposit will be considered on the individual circumstances and in accordance with applicable law.

12. NOTICE IF A HOLDING DEPOSIT IS RETAINED

Where Purple Letting or the Landlord is legally entitled to retain all or part of a Holding Deposit, the applicant will be informed in writing of:

- the decision to retain the Holding Deposit; and
- the reason for the decision.

This notification will be provided within the period required by the Tenant Fees Act 2019.

Where the required written notification is not provided within the applicable statutory period, the Holding Deposit will be dealt with in accordance with the requirements of the Act.

13. IF A TENANCY IS ENTERED INTO

If the application is successful and a tenancy agreement is entered into, the Holding Deposit will either:

- be refunded to the person who paid it; or
- with the payer's agreement, be credited towards the tenancy deposit or rent lawfully payable under the tenancy.

Any tenancy deposit will be dealt with separately and, where required, protected in an authorised tenancy deposit protection scheme.

14. RENT PAYMENTS BEFORE THE TENANCY

Purple Letting will not ask for, encourage or accept payment of rent before the tenancy agreement has been entered into where such payment is prohibited by law.

Once the tenancy agreement has been entered into, rent will be requested only in accordance with the tenancy agreement and applicable legislation.

The Holding Deposit is separate from rent and does not itself create a tenancy.

15. NO TENANCY CREATED BY THE APPLICATION

Neither:

- submitting an application;
- passing referencing;
- receiving an indication that an application has been successful;
- paying a Holding Deposit; nor
- reserving the Property

creates a tenancy or gives the applicant a legal right to occupy the Property.

A tenancy will only arise once the relevant tenancy agreement has been entered into or otherwise where a tenancy is created as a matter of law.

16. JOINT APPLICATIONS

Where two or more people apply jointly for a tenancy, the application will normally be treated as a single application for the Property.

If one proposed joint tenant withdraws, Purple Letting and the Landlord may need to reconsider the application, affordability and proposed tenancy arrangements.

Where the withdrawal results in the proposed tenancy no longer proceeding, the Holding Deposit will be dealt with in accordance with the Tenant Fees Act 2019 and the circumstances of the application.

17. CANCELLATION AND COMMUNICATION

Applicants should notify Purple Letting as soon as possible if they decide not to proceed with an application.

Any withdrawal or cancellation should be made in writing, including by email, so that there is a clear record of the decision and the date on which it was made.

18. CHANGES TO THE PROPOSED TENANCY

Any request to change the proposed tenants, occupiers, guarantors or other material terms of the proposed tenancy must be made in writing, including by email, and be approved by Purple Letting and/or the Landlord.

Further referencing or checks may be required.

Any extension to the Deadline for Agreement should be confirmed in writing.

19. APPLICANT DECLARATION

By submitting an application and/or paying a Holding Deposit, the applicant confirms that:

1. they have read and understood these Rental Application Terms & Conditions;
2. the information supplied in connection with their application is, to the best of their knowledge, true, accurate and complete;
3. they understand that relevant information may be checked and verified as part of the application process;
4. they understand the circumstances in which a Holding Deposit may be refunded or lawfully retained;
5. they understand that payment of a Holding Deposit does not create a tenancy or guarantee that a tenancy will be granted;
6. they agree to take reasonable steps to progress the application promptly; and
7. they have been given the opportunity to read Purple Letting's Privacy Policy.