

## The Property Letting Company



## Tenants Guide

# Tenants Information

## Terms and Conditions of Renting a Property

**We have set out below the terms and conditions applicable when a property is rented from The Property Letting Company. Please note if you are a Housing Benefit claimant at any time during the tenancy, then the Housing Benefit section of this leaflet will apply. All of these terms are applicable if The Property Letting Company is managing the property. Where we are retained by the Landlord only to find a tenant or to find a tenant and collect the rent during the tenancy, items concerning the on-going management of the property/tenancy will not apply.**

**Please read these terms carefully as all tenants and Guarantor(s) must then sign the declaration on the last page and return one copy with your application form and, if applicable, a Guarantor Agreement.**

**Please note that all applications are accepted only on a strict Subject to Contract basis.**

## The Property Letting Company

The Property Letting Company is a well-respected independent specialist in the Residential Property Management market. The Property Letting Company caters for a recognised need within the business and private rented sectors for professional property management and relocation services.

Since its inception, The Property Letting Company has always endeavoured to maintain the highest ethical and commercial standards. These are reflected in the trust and responsibility invested in us by our customers. Unfortunately, there are many who do not maintain these high standards who also offer a Lettings Service; partly because of this there are now a number of organisations regulating the conduct of all Letting Agents and Estate Agents. The Property Letting Company is a Member of the UK Association of Letting Agents, abides by their Code of Conduct and provides a service second to none.

Our principal business is property management, but we also offer many ancillary services including a professional relocation service which provides top quality property rental and relocation facilities for Landlords and Tenants.

## Reserving a Property and Referencing

1. To reserve a property you have viewed, a reservation fee must be paid when you submit your application forms to cover the costs of your references and the preparation of your legal documents, this fee will be confirmed to you. We must continue advertising and showing the property to other prospective tenants but will only accept and process one formal application at a time. The property will be held for you until the process is complete.
2. Please complete any application forms issued to you and pay the reservation fee as quickly as possible. Tenants can only be checked into a property when all fees have been paid and this applies even if satisfactory references have been received (see clauses 8 and 9 below). On the date of checking into the property the long-term dilapidation bond (see clause 5 below) must be paid in Cash or by Building Society Counter Cheque or by Banker's Draft. Personal cheques can only be accepted if received 7 working days prior to your tenancy commencement.
3. Once the reservation fee is received and application forms have been fully completed by all applicants over the age of 18 who wish to take up residence in the property (and are thus likely to be parties to the eventual Tenancy Agreement) we will apply for your references. This process, which will include full credit referencing, is carried out by a professional and independent referencing company which is fully registered under and compliant with all relevant legislation including The Consumer Credit Act 1974 and The Data Protection Act 1998. Please note a fee is charged for each applicant and/or guarantor that has to be referenced in addition to the proposed first named tenant. Please see our Tariff of charges at the end of this document.
4. We reserve the right, without explanation and at any time, to refuse you a tenancy of certain or all of the properties on our books. Our decision will be final and binding, and because of the requirements of The Data Protection Act 1998 we cannot enter into any discussions or explanations on any such decision. Your reservation fee will be refunded to you by cheque within two weeks of such decision subject to the following possible deductions: -
  - i. If you decide for whatever reason not to proceed with the tenancy before references have been applied for and / or the tenancy agreements have not been drawn up, there may be an administrative charge made which will be confirmed to you.
  - ii. If the result of the referencing is a declined application for whatever reason an administrative fee will be charged. Please note that this also applies to any guarantor references, and the charge will be made even if it transpires that the applicant had no prior knowledge themselves of any information that may adversely affect their application. We will confirm this fee to you.
  - iii. If you decide, for whatever reason, not to proceed with the tenancy after references have been applied for and or tenancy agreements have been drawn up, there will be an administrative charge, the amount of which will be confirmed to you.

## Dilapidations Bond

5. As part of the Housing Act 2004 the Government is introducing tenancy deposit protection for all Assured Shorthold Tenancies (ASTs) in England and Wales where a deposit is taken. The legislation, which came into force in **2007**, aims to ensure that tenants who have paid a deposit to a landlord or letting agent and are entitled to receive all or part of it back at the end of that tenancy, actually do so. The Property Letting Company is contracting into **The Deposit Protection Service (The DPS)**. This is a **custodial scheme, where deposits are held in a segregated client money account managed by the scheme administrator**, which ensures the funds remain separate from the Landlord/Agent and the scheme administrators other day-to-

day business accounts. **This also means that the deposit cannot be used or relied on by the tenant for any rent payment purposes.** Full details are available.

6. When you move into the property you will need to pay the long-term dilapidation bond, which is held by **The Property Letting Company** as Agent of the Landlord for the duration of the tenancy, at the termination of which it will be used to offset any damage beyond fair wear and tear, which might need to be rectified. The amount of this bond is one month's rent plus £100 and this must be paid prior to tenancy commencement.

7. Where a Landlord agrees that a pet is acceptable at the property then an additional and separate dilapidations bond of usually 1 months rent for each cat or dog will be payable. Note any net amount returnable from this additional bond will almost certainly not be returned for up to 6 weeks after vacating. Please note the amount of your bond will need to be increased by these amounts should your Landlord agree that you may keep a cat or a dog at the property at any time after the tenancy has commenced.

## Moving In

8. Appointments to move into the property can only take place during office hours.

9. On the day of moving into your property, unless you have already paid in advance, you will need to bring further monies to cover all fees, the dilapidations bond and between 2 and 6 weeks rent depending on the exact tenancy commencement date. We will confirm to you the exact amount payable by you.

These monies MUST be paid in cash. Building Society counter cheque or by Bankers draft - personal cheques will only be acceptable if received at least 10 working days before your move-in date.

Please note that in order to avoid embarrassment and additional costs under no circumstances will tenants be checked into a property unless and until: -

i. All necessary fees and payments have been made in full and by way of cleared funds

ii. All tenants are able to sign the necessary legal documentation before the legal commencement of the tenancy i.e. taking up authorised occupancy.

iii. In the case of a Housing Benefit applicant (see additional clauses below) we are satisfied that all necessary application forms etc. needed by the Housing Benefit office have been completed by the applicants and submitted to the Benefit Office who you should ask to give you a receipt.

10. The check-in will either take place at the property where the inventory will also be agreed or at our offices in which case tenants then have up to 5 days in which to raise any queries on the inventory, which they will also have been asked to sign. Tenants are also advised that although BT points and TV aerial or cable points may be present, there is no guarantee they are 'live' and it is the Tenants responsibility to make these active if attention is needed to them. One set of keys will be handed over and if you require extra keys this must be advised, they will be cut at your expense and must be handed back to **The Property Letting Company** when you vacate the property.

## Rental Payments

11. Rental payment dates will always be the 1st monthly in advance unless otherwise agreed. Rents must always be paid by standing order, a form for this purpose will be issued to you at the check-in and this must be completed and returned to our representative at that time.

## Tenancy Agreements

12. Tenancy Agreements will be drawn up for a period of time agreed with you, though the initial term will usually be 6 or 12 months. Provided the tenancy has been conducted satisfactorily and if your Landlord is prepared to renew your tenancy at the end of the initial fixed period you may be offered a Renewal Tenancy. If this is to happen then depending on the Landlord's instructions to us we will discuss this with you and then ask you to sign a new Tenancy Agreement and any other necessary formal papers and pay a tenancy renewal fee of £40.00. This process will be repeated every time a new tenancy agreement is offered to you.

13. If for any reason you vacate your property before the fixed term end date, whether with or without your Landlord's consent, you will be liable for the rental payments to the end of the fixed term. You will also be liable for any out of pocket expenses borne by **The Property Letting Company** as a result of the property needing to be re-let prematurely and this figure will be quoted to you at the time.

## Moving Out

14. When you vacate a property if any monies are outstanding these must be paid before a checkout appointment can be made. **The Property Letting Company** will then attend the property with you to deal with the check-out, agree the inventory and discuss any deductions to be made in respect of undue wear and tear, cleaning etc. All keys must be handed over at this time, otherwise rent continues to be payable until all keys have been received by us. The net amount refundable from the original dilapidation bond will always be returned by cheque and will be sent to your forwarding address, which must have been provided in writing at or prior to the check out. Dilapidation Bonds cannot be returned unless a forwarding address has been given. You can normally expect the return of the balance due from original dilapidation bond within approximately 21 days of you vacating the property.

## Utilities and Insurance

15. Unless otherwise agreed and confirmed by **The Property Letting Company** in writing before the tenancy commences, tenants are liable for all payments in respect of gas, electricity, water, telephone, cable services and any other utilities and supplies to the property. Additionally, by law, tenants MUST register for Council Tax.

16. I/we confirm that I/we have also been offered and advised on the provisions of a Tenant Contents policy and that if I/we have not taken out such a policy it is only because I/we already have adequate cover in place and have been advised by my/our existing insurer that it is not prejudiced in any way by my/our now renting a property as tenants. I/we therefore accept full responsibility for any future public liability claim made against me/us and which for any reason may not be fully met by my/our existing insurer.

17. **The Property Letting Company** is able to provide insurance information from various companies offering a range of policies for Tenants and Landlords.

## Stamp Duty

18. Where the total rent payable under a tenancy or any combination/series of tenancies (including Periodic tenancies) has a Net Present Value in excess of £120,000 then under revised regulations introduced on 1.12.03 the tenant is legally obliged to arrange and pay for the stamping of the tenancy agreement within 30 days of the commencement date. If the tenant has any reason to believe that the Net Present Value of the tenancy or series of tenancies is close to or exceeds the £120,000 figure then they are strongly recommended to seek specialist professional advice and to visit the Inland Revenue Stamp Office website at <http://www.inlandrevenue.gov.uk/so>

## Housing Benefit Applications

19. If the owner of the property allows Housing Benefit Applicants/Tenants then as well as completing forms for us you must also fill in and submit your Housing Benefit application form, several sections of which we will need to complete with you. This must be done as quickly as possible as a Pre Tenancy Determination will be needed from the Rent Officer without which your Housing Benefit entitlement cannot be calculated. This process will give you a much clearer idea of your likely benefit entitlement and whether there will be any shortfall compared to your monthly rent. If there is then this must be made good either by yourself or by your Guarantor as rents must always be paid in full as per the rent due in the tenancy agreement.

### **Guarantors.**

20. As a Housing Benefit applicant you will be expected to provide a Guarantor who can stand surety in case of any breach of the tenancy agreement. We will give you a Guarantee Agreement for your Guarantor to complete and have witnessed plus a covering letter, which will explain their commitment to them. Note that an additional referencing fee is payable for the Guarantor to be referenced (see our fees listed overleaf) and that you must submit the completed Guarantee to us at the same time as your own application form. If you do not, and the Guarantor has not been fully referenced by your proposed moving in date, then unfortunately your tenancy will have to be delayed.

### **Rent Payments**

21. Housing Benefit payments are often delayed and paid monthly in arrears, this means that when you move into a property you must be in a position to pay the first rental payment plus any other fees as advised to you by our representative.

Please note - you will need to make this payment IN CASH or by Building Society counter cheque or by Banker's Draft on the day you move into the property, and that your making this first payment means at the end of the tenancy period there may eventually be a refund due to you. Any overpayment will be refunded to you after you have vacated along with the net balance of your dilapidation bond.

22. The following deductions also apply to Housing Benefit applicants as well as those listed under clause (5) above:-

i. If after submitting your Housing Benefit form your application for Housing Benefit is refused, or there will be too great a shortfall to enable you to take up the tenancy, there will be an administrative charge before references have been applied for, the exact fee will be confirmed. If this situation arises after references have been applied for, and/or the tenancy documentation has been prepared, a higher charge will be made and will again be confirmed.

ii. In Housing Benefit tenant cases a Guarantor always has to be provided by the applicant. If the tenancy subsequently fails to proceed because of any action or lack of suitable references etc on the Guarantor provided by the tenant, then the same charges and deductions will be made as if it had been the tenant that had caused the tenancy not to proceed.

We take our responsibilities to our tenants seriously. In order that all parties are aware, we have produced a 'tariff of charges' detailing all potential fees for your referral. Please read through carefully. We do not wish to raise charges where such occurrences could have been avoided. We look forward to a smooth running tenancy.

## Check-Out Guide for Tenants

All windows and sills must be cleaned inside and out.

All paintwork throughout the property should be washed, including skirting boards.

Clean all sanitary ware.

Clean all work surfaces and kitchen units inside and out including cupboard tops.

Professionally clean ovens and hobs, all cooking utensils and cutlery.

Defrost and clean fridge and freezer including all door seals, trays and shelving, switch off and leave doors open.

Remove all food from the property.

Vacuum clean, or better, VAX all carpets, wash vinyl / tiled floors and dust thoroughly.

Cut grass, weed flower beds and remove all rubbish. Ensure lawnmower is serviceable.

Notify all services of your departure and include a forwarding address.

Please only cancel any standing orders once you have made the last month's rental payment and left the property.

Organise Post Office/Mail forwarding service.

## Tariff of Charges

Reservation Holding Deposit (Taken to hold property subject to satisfactory References and Credit Checks * Refundable against Fees required for completion of Tenancy. * Non-Refundable if you withdraw or fail to take up Tenancy. * Refundable if Tenancy refused)		£100.00
Tenancy Dilapidations Bond	Usually	One Months Rent + £100
Pet Deposit (If applicable)	Usually	One Months Rent
Monthly Rent		As per Tenancy Agreement
Payable monthly by Bank Standing Order, date by arrangement		
Referencing and Credit Checks (Non-refundable)		£35.00 per person
Preparation of Assured Shorthold Tenancy Agreement Includes Legal and Check In fees.		£40.00
Renewal of Assured Shorthold Tenancy Agreement (At conclusion of each 6 monthly AST should tenancy continue)		£40.00
Cheque referred to drawer (to be re-presented/bounced)		£20.00
Change of tenant in a shared house		£30.00
Supply of reference (to third party)		£40.00
Maintenance caused by tenants or misuse of emergency call out service		£20.00 Per attendance + 10% admin charge.
Reminder letter - late rent/other - per letter		£20.00