



ESCRITT BARRELL GOLDING

24 St Peter's Hill Grantham Lincolnshire NG31 6QF & 15 Southgate Sleaford Lincolnshire NG34 7SX

INTRODUCTION

The purpose of this guide is to provide a brief overview of the usual arrangements that apply when renting a property from a private landlord.

The properties we offer to let have usually either been the Landlord's own private residence or have been purchased specifically as an investment for the rental market. Some properties are available for a relatively short term (the usual minimum is six months) whilst others may be available for several years. In each case, the owner/Landlord has instructed us to act on their behalf to find suitable tenants who will pay the agreed rent when due and look after the property for the duration of their tenancy.

The majority of the properties we offer to let are "fully managed" whereby we will deal with all aspects of the letting for the duration of the tenancy. In other instances however we may be instructed on a "let only" basis where we deal with the initial setting up of the tenancy and then the Landlord takes over.

1. GETTING STARTED

We require all applicants to complete a Tenancy Application Form after viewing the property and pay the appropriate fee (£130 for one applicant or £190 for a couple. If a guarantor is required an additional fee of £60 will be payable at the time of application.) To avoid any delay in processing the application it is preferable for the fee to be paid in cash. If paid by cheque the application will not be processed until this has been cleared (please allow 10 days for clearance).

The Landlord will be notified of the application and providing they are in agreement it will be processed to verify the information provided and assess your suitability. At this point the property will be put "under application" and the fee will become non refundable (unless the Landlord withdraws due to his/her own circumstances).

Some Landlords also request a holding deposit to be taken to show your intent to proceed with the tenancy. Where a holding deposit is taken the amount will be deducted from the rent due at commencement of the tenancy. Please note that all holding deposits are non - refundable.

The submission of the application is no guarantee of tenancy. The decision as to whether or not a tenancy can proceed will depend on responses received and will be made in consultation with the Landlord.

You will be required to provide personal details including your name and address, occupation and salary. You will be asked to provide financial & employer references. Our investigations will also include a search of the credit registers and contacting your previous Landlord / Agent if you were previously a Tenant. These are routine procedures taken to protect all parties. Should you have County Court Judgements registered against you it may prove impossible to grant you a tenancy, unless satisfactory evidence of the clearance of debt is produced prior to the commencement of the tenancy.

If you are unable to provide satisfactory references or credit checks you may still be offered a tenancy subject to a satisfactory guarantor being provided. The guarantor will need to provide satisfactory references and credit checks and will be expected to sign a form to guarantee your obligations as a Tenant including payment of rent. An additional charge as detailed above will be payable where a guarantor is required

On receipt of satisfactory replies to the reference enquiries you will be offered a tenancy of the property subject only to the terms of the Tenancy Agreement including payment of the first month's rent and security deposit.

2. HOLDING DEPOSIT, TENANCY DEPOSITS AND RENT

A security deposit is required for all tenancies and is usually equal to one and a half months rent. This deposit is in addition to the advanced rent payment, usually being one month's rent. Please note that if you are an existing Tenant and move to another property being let by this firm the deposit cannot be transferred. In practice this means that you will need to have funds available to pay the required deposit in respect of the new tenancy before receiving repayment of the existing deposit less any agreed deductions.

The advanced rent and deposit is due on the date of commencement and before you collect the keys. These sums must be paid in cleared funds being either by cash, bankers draft or by prior agreement directly in to our client account-(when paid into our client account cleared funds must be showing in the account on the day prior to signing the Tenancy Agreement). Please note that personal cheques will **not** be accepted for payment of these sums.

The deposit acts as security for the performance of your obligations as a Tenant under the Tenancy Agreement and will be returned to you at the end of the tenancy without interest and subject to a deduction for damage or any other deductions that may be necessary to compensate the Landlord for any breach of the Tenancy Agreement.

Since the new legislation came into effect on 6th April 2007 all deposits held for Assured Shorthold Tenancies have to be covered by the Tenancy Deposit Protection Scheme. The majority of deposits in respect of tenancies arranged by this firm are held by us in a designated client account and registered with The Dispute Service (TDS). In some instances however Landlords choose to hold the deposit and should notify you of the approved scheme they are using within 14 days. The TDS has been developed to ensure that the deposits are protected and that disputes about their return are resolved swiftly, inexpensively and impartially. Under the TDS:-

- Deposits will be protected during the tenancy.
- Where there is no dispute at the end of the tenancy, deposits will be returned promptly
- Where there is a dispute about the return of the deposit it will be dealt with fairly by the Independent Case Examiner (ICE)
- The ICE will make his decision quickly, and the deposit will be paid out without unnecessary delay.

The member firm holds the deposit in a designated client account. In most cases the Tenant and the Landlord will decide between them, assisted by the agent if one has been involved, how the deposit should be allocated. If there is a dispute, the Landlord or Agent has the opportunity to resolve it. After that any of the parties – Landlord, Agent or Tenant – can approach the ICE. He will appoint an adjudicator to assist him in considering the evidence provided and will aim to issue his decision within 28 working days of receiving all the necessary papers.

3. DEDUCTIONS FROM THE DEPOSIT

An inventory will be prepared prior to occupation and must be carefully checked and agreed by you at commencement of the tenancy. Any damage to the Landlord's fixtures, fittings and effects which occurs during the period of the tenancy and any missing inventory items will incur deductions from your deposit. It is important, therefore, that you look after the property and its contents.

The inventory will form the basis of assessment of the property's condition at the end of the tenancy. Fair wear and tear will be taken into consideration. The cost of rectifying any damage that has occurred and replacing any missing items will be charged to your account.

4. PAYMENT OF UTILITIES/COUNCIL TAX

You will be responsible for payment of all utility bills (gas, electricity water telephone etc) for the duration of your tenancy. You are required by law to inform the Council Tax Registrar of your change of address and pay the appropriate Council Tax.

5. LEGAL NOTICES & TENANCY AGREEMENT

You will be given a copy of the Tenancy Agreement and any appropriate notices to read before being asked to sign. Please read these carefully and ask questions or consult a legal representative if you are unsure of any point.

6. INSPECTIONS

During the tenancy term you have the right to enjoy the property without interruption provided that you abide by the terms and conditions of the Tenancy Agreement. However we have an obligation under our contract with the Landlord, to inspect the property at regular intervals. The initial inspection is usually about 3 months after commencement of the tenancy and then at similar intervals thereafter or more frequent intervals if deemed necessary.

Inspection of the premises is primarily undertaken to ensure that you, as the Tenant, are observing the conditions of the Tenancy Agreement. It is also an opportunity for you to discuss with us any problem you may be experiencing relating to the property and for us to consider the need for any repairs redecoration etc.

7. REPAIRS

If you become aware of the need for any repair during your tenancy please inform us immediately and appropriate action will be taken.

8. STAMP DUTY LAND TAX (SDLT)

For exceptionally high rental values there may be a liability to pay SDLT under the provisions of the Finance Act 2003. In these cases, the Tenant is advised to seek independent advice.

9. RENT

Rent should be paid to us in cleared funds by the due date each month. The preferred method of payment is by standing order, which should be set up approximately 3 days in advance of the due date to allow for clearance through the banking system. If you wish to pay by personal cheque please allow 10 days from it being received in order for it to clear into our account for your rent due date.

Where there are a number of occupiers sharing accommodation each person is jointly and severally liable to pay the whole rent and this should be received as one payment.

10. END OF TERM

At the end of the Tenancy the property must be handed back to us on the due date. You should arrange the reading of all meters and inform the suppliers of your forwarding address for the final bills to be sent. Under no circumstances should you allow the authorities to disconnect supplies. The authorities should be informed that we as the Managing Agent or the Landlord will contact them when the property is handed over and provide details of the new account holder. This may be the owner or a new Tenant.

Inventory items should be placed in their original places to facilitate easy checking. Read carefully the inventory/statement of condition, clean curtains, carpets etc if required and generally prepare the property for the Check Out. We can advise of local contractors who will carry out all cleaning/preparation at a competitive rate if required.

Once checking has been completed and deductions from your deposit agreed (if any), the deposit or balance of deposit will be returned to you by cheque, or dealt with by the TDS.

These notes are intended to provide a summary of Tenants obligations when renting a property from a private Landlord. It is not the intention to give an authoritative interpretation of the law. We hope that you have found them useful. Please do not hesitate to call, visit or e-mail us at any stage prior to or during your tenancy if there are any matters you wish to clarify.



www.EBGproperty.co.uk