

GUIDANCE NOTES FOR TENANTS

Properties under management owned by a private landlord are, in the majority of instances, the landlord's own private residence, and a property to which they will be returning to take up residence at some future date. It is important that the tenant of such a property remembers that the landlord may well wish to take up residence again or sell their home when circumstances allow. To this end the landlord has instructed this company to act on their behalf in their absence and to find a suitable tenant.

The application:

We require an application form completed by every person over 18 years of age who will be resident at the property, providing us with personal details ranging from; name, current address, previous address, occupation and salary. We also require each applicant over 18 years of age to sign a credit search application. The credit search will be to establish financial credibility. Any applicant under the age of 18 will not be eligible for a credit search, this will only be carried on the nominated party. We can only agree a tenancy subject to satisfactory replies to our investigations. A non-refundable fee, for processing the application, of £75 + VAT (per person) or £120 + VAT (per couple) is to be paid at the time of application. A minimum of three working days should be allowed for replies to be received.

If you have County Court Judgements registered against you it may prove impossible to grant you a tenancy unless satisfactory evidence of the clearance of the debt can be produced. Similarly, if you have not been resident in the UK for any length of time it may prove difficult to apply for satisfactory credit searches.

Initial payment:

Given satisfactory replies to our enquiries a tenancy will be offered subject to the terms of the tenancy agreement and payment of deposit monies. An initial payment is required, being the first months rental and a deposit of one and a half month's rent (in most cases). The total initial payment due must be received at the time of signing the tenancy agreement and must be in cleared funds. i.e. cash, bankers draft, building society cheque, VISA or Debit card.

After the initial payment, the tenant will be required to pay the rent by standing order or deposit at our offices. If by cheque, this should be dated three days before the rental due date in order to assure payments are made to our account in time.

All Landlords and Letting Agents in England and Wales, letting private residential property, are by law required to join one of three government authorised tenancy deposit protection schemes. Just Lettings has joined the scheme run by the National Landlords Association and Hamilton Fraser Insurance. This is an insurance based scheme which does not require the deposit to be handed over to the scheme organiser.

Inventory:

If a Schedule of Conditions and Inventory has been prepared, check this thoroughly. Particular attention should be paid to the condition of articles, state of carpets, mattresses, curtains and other soft furnishings.

Utilities:

The gas, electricity, water and telephone charges are the tenant's responsibility as well as any transfer charges, deposits etc, connected with this. The tenant will also be responsible for registering for and paying the Council Tax, and arranging for electricity and gas supply accounts to be set up. The Landlord's agent will also inform the local authority of your occupancy.

If possible, the water, electricity and gas meter readings will be taken at the start of the tenancy but tenants are primarily responsible for informing the relevant authorities of their occupancy. Connection of a telephone line will also be the sole responsibility of the tenant. The Landlord's agent will do their utmost to obviate any difficulties with meter readings and utility companies, but cannot be held responsible for any accounts relating to utility supplies to the property. It is the responsibility of the Landlord to provide or maintain a television aerial, but not a satellite dish at the property.

Insurance:

The tenant should insure their personal items. The Landlord is responsible for insuring any items remaining at the property and the building. The Landlord's agent can provide assistance in obtaining a quote for tenant's personal belongings.

During the tenancy:

Repairs:

For all repairs such as plumbing, electrical and building problems, that are due to normal wear and tear, contact the agent first. We will first seek authorisation from the Landlord and then instruct a tradesman to visit the property, unless the owner has left instructions to the contrary. This is likely to be within normal working hours, so the tenant should be prepared to furnish the agent's with a key or alternatively arrange to be at the property to allow access by the tradesman. It should be noted that visits by tradesmen will not be accompanied by a member of staff from the Landlord's agent.

Remember, an unnecessary or unauthorised call-out could result in a charge being made to the tenant.

Gardens:

With the exception of properties where the Landlord has employed a gardener, the upkeep of the garden at the property is the responsibility of the tenant. If the tenant fails to maintain the garden in a neat and tidy condition the agent will instruct a contractor and the tenant will be liable for the charge. The agent can arrange for regular visits by a gardener, if the tenant does not wish to carry out maintenance themselves, at the tenant's expense.

Inspections:

During a six month tenancy, a full inspection of the property will be carried out in month three or four. If the property is found to be clean and tidy, no additional inspections will be made, unless the tenancy is renewed or reverts to a Statutory Periodic agreement. The right is reserved to increase the number of visits to ensure the property is maintained to a good standard.

Giving Notice:

Strictly speaking the legal tenant cannot escape liability for the full period of the tenancy. It may be possible to release a tenant before the end of a tenancy, if a new tenancy can be found to immediately replace the outgoing tenant. The current tenant will be responsible for the rent until

the end of their tenancy agreement or until such time as a new tenant takes up occupancy. Should you not wish to renew your agreement, after the initial six month term, the agent requires at least one month's notice, in writing, to coincide with the date of the rental payment. If the tenancy reverts to a Statutory Periodic Agreement, the tenant must give the agent at least one month's notice, in writing, of their intention to vacate, to coincide with the date of their rental payment.

Renewing the agreement:

Sometimes, not always, it is possible to renew the tenancy agreement. The tenant should contact the agent two months before the end of the tenancy in order to inform them of their wishes. At this point the agent will take the Landlord's instructions, discuss the conduct and progress of the tenancy. If a renewal is possible the agent requires the payment of an administration fee. This must be paid prior to new agreements being signed. If a Guarantor was necessary for the initial term of the tenancy, the guarantor will also be required to sign the renewed agreements.

On expiry of the tenancy:

At the time of check-out the inventory will be checked for breakages, missing items etc. Some time can be saved if the tenant checks the contents of the property, and ensures all furniture is in its original location, about seven days before the day they are due to vacate. Attention should be paid to cleanliness of the property including fridge, cooker, bathroom, carpets and curtains. Tenants will be charged, from their security deposit, for any missing or damaged items and for any cleaning deemed necessary at the time of checking the property (including windows). Tenants will also be charged should it be necessary for the agent to revisit the property in the event that the tenant has not fully vacated and cleaned the property at the time of the arranged check-out appointment. Tenants who have been allowed to keep a pet at the property must arrange for carpets to be professionally cleaned. Should the tenant fail to do so, the agent will instruct a company of their choice to carry this out and the cost will be deducted from the deposit held.

The Landlord's instructions will be taken, if necessary, as to the final amount to be deducted for dilapidations. Once the property has been checked, and dilapidations accounted for, a cheque for the balance will be forwarded to the tenant at their new address.