

# GUIDE FOR TENANTS

**HOLDING DEPOSIT** – Varies - equal to one weeks rent.

**FIRST MONTHS RENT** - Varies.

**SECURITY DEPOSIT** – Varies - equal to five weeks rent. Deposit must be paid in cleared funds before the start of the tenancy and are taken against any damages or expenses arising during your tenancy and will not be released until after you vacate the property, all rent has been paid up to date and any costs or damages have been agreed. No interest will be earned on the deposit.

**TENANCY AMENDMENT** - £50.00 including VAT or, any reasonable costs incurred if higher.

**LATE PAYMENT** - If any rent payable is not paid within 14 days of the day on which it becomes due, interest will be charged at 3% above the Bank of England base rate for each day the payment is overdue.

**KEYS ETC** - The tenant is responsible for ensuring that they look after the keys and any other security devices for the property throughout the tenancy. If they fail to do so they will be responsible for covering the reasonable costs of replacement.

**ENDING A TENANCY EARLY** – A tenancy agreement is a legally binding document. However in certain circumstances where a tenant asks to leave a property before the end of the fixed term. If this is agreed by all parties, the tenant will remain responsible for the property rent and all bills including council tax until the end of the tenancy or the day a new tenant moves in, whichever is sooner. The tenant will be required to leave the property in an acceptable standard as detailed above and vacate approximately 7 days before the new tenant moves in to allow time the landlord/landlords agent to prepare the property for the new tenancy. There will be a fee payable for this service to ensure that the landlord and/or the landlord agents are not financially out of pocket as a result of the early termination. This fee will include fees charged to the landlord and referencing costs for the new tenants and will be calculated on a pro rata basis once dates are known and depending on the balance of the original tenancy term remaining.

**END OF TENANCY** - At the end of the tenancy, should there be any work required at the property to restore it to the same condition as at the start of the tenancy and as detailed in any original Schedule of Condition, after allowing for fair wear and tear. Any costs incurred in doing so will be deemed as damages for breach of the tenancy agreement and claimed for from the deposit or legal action if necessary. Danetre Estate Agents time for arranging repairs etc will be charged at £18.00 including VAT per hour in addition to the cost of any items needed in order to complete the work (which will include any third party labour and installation costs). For example: to replace a light bulb, the cost would be the cost of the light bulb and then £18.00 including VAT per hour for the time taken to organise the purchase and fitting of the bulb.

## TENANCY AGREEMENT

Before any tenancy begins you will sign a Tenancy Agreement setting out the landlord's and tenant's obligations. Should you wish to add or change tenants at any point during the tenancy you must inform us and, subject to your landlord's agreement and satisfactory references we will prepare new documents for signature. A draft tenancy agreement will be provided to a successful tenant prior to the commencement of a tenancy.

## PAYMENT METHODS

The initial holding deposit can be paid in cash or by bank transfer.

The security deposit and the first months rent must be paid by bank transfer.

**PLEASE NOTE WE DO NOT HAVE THE FACILITIES TO ACCEPT CARD PAYMENTS**

## RENTAL PAYMENTS

All rent is payable in advance by standing order. Please note that all standing order payments should be made three days prior to your rent due date to allow for clearance. Should you experience any financial problems during the course of the tenancy it is essential that you contact us immediately.

## **TENANCY DEPOSIT PROTECTION**

When you pay a security deposit your landlord or agent must protect it using a Government authorised Tenancy Deposit Scheme. This is to ensure that you get all or part of your deposit back when you are entitled to it and disputes are easier to resolve. Your landlord or agent must provide details of how a deposit is protected within 30 days of you paying it to them. This will include the contact details of the tenancy deposit scheme and what to do in the event of a dispute at the end of the tenancy.

## **INVENTORY AND SCHEDULE OF CONDITION**

An Inventory and Schedule of Condition of the property, its contents, furniture, fittings and effects will normally have been prepared and will be provided at the start of your tenancy. It is important that you take care in agreeing this as at the end of tenancy it will be checked against the property and will form the basis of any claim for damages, by your landlord.

## **TENANT'S OBLIGATIONS**

You should be aware that responsibility for the property rests with the tenant during any tenancy. It is particularly important that any gas or electrical problems are reported immediately and the property is fully secured when you leave it unattended. During the winter months necessary steps must be taken to prevent the freezing of the water and heating systems. In leasehold properties, mainly flats and maisonettes, the tenant will be bound by the rules and regulations contained in the head lease and affecting all residents within the block.

The cost of any maintenance issues or repairs which are deemed by our contractors to have been caused by or made worse by the tenant either directly or though failure to report immediately will be the tenants responsibility.

It is the tenant's responsibility to pay the Council Tax.

Tenant are responsible for insuring their possessions. We can provide information if required.

Pets are NOT allowed unless agreed in writing prior to the start of your tenancy. The majority of our landlords will not accept pets, please be aware that the introduction of unauthorised pets will constitute a serious breach of your tenancy and steps will be taken to regain possession of the property.

Smoking within the property is NOT allowed.

## **THE AGENT'S OBLIGATIONS**

Our obligations will vary depending on which of the services we provide for your landlord i.e. fully managed or let only. You will be advised which of the above applies prior to your tenancy commencing but should you need further details regarding a specific property please contact us.

## **PROPERTY INSPECTIONS**

Managed properties will be subject to inspections normally on a quarterly basis. The purpose of these is to check the condition of the property, its cleanliness, garden maintenance and the way in which the tenancy is being conducted generally. A mutually agreeable appointment will be made in advance.

We are members of The Property Ombudsman and the UK Association of Letting Agents and their Trading Standards and Client Money Protection schemes.

