

## Guide for Tenants

**This guide has been produced to make Tenants aware of their responsibilities and requirements when renting a property through Eckersley White Property Management.**

### Finding the right property:

We understand that renting a property can be a daunting experience. At Eckersley White Property Management we will try to make this process as swift and stress free as possible but a lot of this process does depend on the information you give us initially. **We must be informed of the following as soon as possible:**

- Who will be living at the property? This is to include partners and children (anyone over the age of 18 who regularly resides at the property must be declared on the tenancy agreement).
- Forwarding address must be provided i.e. parents/colleagues, who can be sent post/information at the end of your tenancy.
- Name of person paying your deposit, i.e. yourself, a relevant person or Guarantor.
- Any pets you will be keeping at the property.
- If you intend to seek financial help in making rental payments.
- Any adverse credit history including CCJ's or outstanding IVA's.
- Full contact details, i.e. full names, telephone numbers and email addresses.

**IF YOU FAIL TO INFORM US OF ANY RELEVANT INFORMATION THIS MAY CAUSE YOUR APPLICATION FOR A PROPERTY TO FAIL THUS RESULTING IN THE LOSS OF ANY FEES PAID!**

### Administration / Referencing Fees / Damage Deposit:

Once a suitable property has been selected we ask that all administration/referencing fees be paid to show us (the agent) of your commitment to rent the property.

The Damage deposit required for your rental property is the rental figure plus £100, i.e. if you rent a property with a rental figure of £550.00 per calendar month, the actual damage deposit will be £650.00. This is refundable on vacating the property, providing the property is vacated in a condition similar to that at which it was initially rented to you, (allowing for fair and general wear and tear).

Please note that if you are keeping a pet(s) at the property your damage deposit will increase by £100 per pet.

On Fully Furnished properties, an additional damage deposit of 0.5x of the monthly rent will be requested. This is due to the value of items left in the property being higher than that of an unfurnished property. E.g. a property with a monthly rent of £550 + fully furnished surcharge (£550 x 0.5 = £275) Total deposit held - £825. **Note: The additional pet damage deposit will still apply.**

**PLEASE NOTE: Once you have paid the initial administration fee, the property will be held for a period of one month. This means the tenancy agreement start date will be set no later than one (1) month from a satisfactory conclusion regarding the credit references. The tenancy start date can be reviewed at the discretion of the agent / landlord. If you withdraw yourself from renting a specific property after you have paid your administration / referencing fees, these fees WILL NOT be refunded and will cover all fees including inventory fees and tenancy agreement fees incurred by the agent.**

## Credit Referencing:

We need to carry out the necessary checks on a prospective tenant's character, finances and history. **We require an up-to-date utility bill confirming your current address plus photographic ID, i.e. Driving License or Passport.** We will carry out the necessary checks by using a registered credit referencing company. If you have either an adverse credit history or anything of a detrimental nature associated to your name you should tell us immediately! **Failure to do so may result in delays and/or failing the credit referencing process.** In situations such as this it still may be possible to rent a property if you have a Guarantor (who will also need to be referenced at an additional cost).

The credit referencing process usually takes 48 hours from the time we receive the forms from you, providing there are no delays from employers etc.

## Property Inventory

An inventory of the property including colour photographs will be undertaken before you move in. This will detail everything concerned with the property including fixtures and fittings along with the condition at the time of the inventory. You must check the inventory, as we refer back to this at the end of your tenancy when looking at returning your damage deposit. **You have 7 working days to return the signed inventory, with any comments noted in writing, to ourselves, whereby it will be copied and returned to you.** If the inventory is **not** returned to us within 7 working days of receipt by you for checking, it will be assumed that all is satisfactory and the original inventory will be used at the end of the tenancy for check out purposes.

## What You Have To Pay:

Administration Fees: Single Adult -	<b>£395.00 (includes Referencing Fee, Inventory, Tenancy Agreement, Check Out Fee)</b>
Administration Fees: Two Adults -	<b>£495.00 (includes Referencing Fees, Inventory, Tenancy Agreement, Check Out Fee)</b>
First month's rent	<b>As agreed</b>
Damage Deposit	<b>(equivalent to first month's rent plus £100)</b>

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Pet Damage Deposit*	<b>£100.00 per pet</b>
Guarantor*	<b>£60.00 per Guarantor</b>
Basic Credit Reference*	<b>£48.00</b>

\* If required. (The above are inclusive of VAT at the current rate). Please note these fees may alter slightly dependant on personal circumstances.

## When Can a Date Be Agreed For Moving In?

We may have already agreed a provisional move in date with you, but in order for us to arrange a date (proper) for you to move into the property we need to have received the following:

- Satisfactory references for all persons over the age of 18 who will be living in the property including photo ID
- All initial fees paid **in full** prior to occupation - Please **be aware - We do not accept Credit or Debit Card Payments as this office does not have this facility. Fees can be paid by Bank Transfer, Bankers Draft or Cash.**
- Forwarding address for the end of your tenancy

## Paying Your Rent

Rent is payable monthly in advance and cleared funds are due on the same date every month as your tenancy commencement date. Your rent **must** be paid by Standing Order and must be set up to come out of your account **three days before** your rent payment is due to allow time for it to be transferred to our account and the Landlord to be paid on the correct due date. **If you experience any financial difficulty in paying your rent YOU MUST let us know as soon as possible.**

## Tenancy Agreement

Once a date has been agreed that you may take over the Tenancy of a property, we will draw up an Agreement between the Tenant and Landlord. This is known as the Tenancy Agreement. The type of agreement used is of Assured Shorthold Tenancy type. You must sign up for an initial fixed term agreement of either six or twelve months – We cannot offer a shorter or longer fixed term. Your Tenancy

will commence on the day that you move in to the property and that will be when your rent is due every month (e.g. 26/10/12 to 25/11/12).

If you do not wish to sign up for a further fixed term, your Tenancy automatically goes on to become a Periodic Tenancy. You are bound by the terms of the original agreement. However, you may give one month's notice to vacate, in writing by either email/letter on or before your rent is due. The Landlord may serve two months notice to vacate, again, this must be on or before the rent due date. The Landlord can also request a rent increase at anytime after the first year, after giving at least two months notice. A renewal administration charge of **£60** is payable on renewal of a Tenancy.

**Please Note: Any Guarantor will remain the Guarantor for the cessation of the Tenancy – not the Agreement. Therefore whether you renew your tenancy agreement or choose a periodic tenancy, your Guarantor will still be bound by the original Guarantor Agreement He/She has signed.**

## **Damage Deposit**

A Damage Deposit – equal to one month's rent + £100, must be held against all properties. It is not acceptable to allow a Tenant to move into a property without one. We must hold a deposit against a property to safeguard that property's return to us/landlord in a satisfactory condition - allowing for fair wear and tear. We will usually advise what is to be done to the property, prior to a Tenant's vacation, to ensure the deposit is returned in its entirety. Deductions may include – carpet cleaning, redecoration if the colours of any walls have been changed from the original, property clean, gardening, window cleaning.

An increased deposit, from the normal one months rent, will be requested if a Tenant has any pets.

All deposits are protected under the Tenancy Deposit Act 2004.

## **Our Duties As A Landlords Agent**

These depend on the level of service that the landlord has requested and we will advise you of the type of service the landlord has requested when you view a property.

1. We may be responsible for a tenant find only service, following which the landlord will manage the property themselves and you will deal with the landlord direct after occupation or;
2. We may provide a managed tenancy service. This means that we look after all maintenance and rent issues for the landlord and should be your first point of contact with regard to repairs or enquiries. We will also be arranging the Landlord's Gas Safety Certificate and our Engineer will require access for this on times and dates given. We will also carry out quarterly Interim Visits to the property to check on the general condition and maintenance of the property. You will be notified of the time and date of this so that you may be present. We do, in most cases, hold keys to our properties and will use them, with your consent, to gain access for our Interim Property Visits, Gas Safety Certificate Visits and/or Maintenance Issues, if you are unable to be there. **We will never enter a property without your consent or knowledge.**

## **Which Utilities/Services Am I Responsible For?**

We will notify the utility companies that supply the property when you move in and when you leave, with your name and the relevant meter readings; this also includes council tax, water and sewerage. Please also remember that it is your responsibility to obtain a valid television licence even if the television itself is provided by the landlord. We are not responsible for telephone, internet or media network providers. **You must gain permission from the landlord to have a satellite dish or any other media devices installed on or within the property. You must obtain permission to change your gas/electricity suppliers and inform the agent.**

It is a condition of your tenancy agreement to **maintain the property and its grounds to a suitable standard while you are in occupation**. Sometimes the landlord may have a maintenance agreement with a contractor to maintain the garden or any other aspect of the property and its grounds. You will be advised on this prior to occupation.

## **Landlord's Gas Safety Certificate**

You should allow your landlord access to the property to carry out maintenance or safety checks on appliances and/or flues that they provide for your use. Gas appliances and/or flues you own should be regularly maintained and a safety check carried out at least once every 12 months by a Gas Safe registered installer.

## **Contents Insurance**

Whilst it is the duty of the Landlord to ensure that there is adequate buildings & contents insurance in place to protect the Landlord's assets. It is strongly advised all Tenants take out their own policy to protect their belongings, as the Landlord is

not responsible for any damage to a Tenants property through accidental damage (fire, flood etc) or criminal damage/theft. We also advise taking a contents insurance policy in the event of accidental damage on behalf of the Tenant to the Landlord's property. It may be possible to claim on the insurance rather than a damage deposit – thus protecting your deposit and option to rent further properties. If a deposit is used to repair damage due to neglect, we must inform future Landlords or agents which could jeopardise your future Tenancies.

### **Vacation of the property**

Before you vacate the property, we may notify you of a pre-property check out if necessary, whereby we will check the property with you several days to one week prior to you moving out and advise of any works should we deem this necessary. This gives you a chance to carry out any works to avoid any unnecessary expenditure of your damage deposit. You will receive Check Out Notes for guidance once we receive your Notice. We will then arrange a formal check out date with you. This will consist of meeting you at the property and conducting a complete run through of the inventory (**the property must be empty of all your personal belongings**). If any works that were picked up in the pre-check out (if carried out), have not been corrected, we will instruct our contractors to do the work at the expense of your damage deposit. If such works have been carried out by yourselves, receipts **MUST** be provided.

**Prior to your vacation, remember to cancel your monthly standing order mandate for your rental payments. Failure to do so will incur an administration charge of £25 plus VAT for the return of any overpaid monies. Any overpaid monies will be returned via cheque payment.**

### **Acceptance**

Should you decline to proceed for any reason, then your fees are non-refundable. Upon occupation of the property, your details may be forwarded to select third parties, which are directly related to the letting of the property e.g. utility companies etc. Eckersley White do not give out any information regarding Tenants to any other organisations without your prior consent or legal notification.

### **Deposit Refund**

Your deposit balance will be refunded within 14 days of vacating the property. If there are any deductions, you will be notified by telephone/email or letter, before any work/stoppages are made. We are bound by the Terms of the Tenancy Deposit Act 2004. A copy of this will be attached to your tenancy agreement.

**Tenant/s full names:**

**Tenant(s) current/forwarding address, telephone and email:**

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**Property to be rented:**

**Rent Agreed:**

**Provisional Tenancy Start Date:**

**Signed:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Agent signature:**

**Please Note: All fees/prices, except where stated, are subject to VAT at the current rate.**