

Useful information Tenants

Charles Living
& Son

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In association with: Tillett, Burns & Hughes Chartered Surveyors

Established in 1903

Searching for a property

Charles living & Son advertise the properties that we have available to rent in the Loot, Newham Recorder and on the popular Website [rightmove www.rightmove.co.uk](http://www.rightmove.co.uk). We also display our available properties in our prominent window display. Should you not see a property that suits your requirements, then please register your details either in person at our office, by telephone or on this website under the section 'serch for properties to rent'

Viewing

Should you see a suitable property, then we will normally be able to accompany you to the property immediately. Should this not be possible, then a suitable appointment will be made.

Securing a property

When you have viewed a suitable property, we will request that you call into the office so that we can advise you of our basic criteria and take some further details from you. We will at this stage contact the landlord to confirm that they are happy for us to proceed with an application.

If the landlord is happy to proceed you will be asked to leave a holding deposit, normally in the sum of £200, although this may be higher, for example should the commencement date of the tenancy be in excess of one month.

This holding deposit is only refundable should the landlord decide that they do not want to rent the property. Should a tenant change their mind, or the referencing of any of the tenants is not suitable and the tenancy does not proceed, then the holding deposit will not be returned.

Our basic criteria

We would normally expect tenants that are in employment to be earning 2.5 times their rental commitment. Should their be a shortfall in the required income, the we may ask for a tenant to provide a suitable guarantor. Tenants that are full time students would be also be expected to provide a guarantor. Guarantors would be expected to be UK based and earning 3 times the rental commitment of the tenant. Should there not be a suitable guarantor available, then in some instances a landlord may be happy to accept the full rent for the term of the tenancy in advance.

Referencing

All tenants named on the Tenancy Agreement will need to complete an application form and will need to be referenced. Should the form not be returned within 5 days, we reserve the right to re-market the property and the damages deposit will be forfeited.

We would normally apply for the following referencing:

- Present Employer to confirm position and salary
- Present or previous landlord
- Consumer check through a suitable Credit Agency

- Personal reference (if required)

When there is a guarantor, we would normally reference the tenant and guarantor.

We do not normally accept letters provided by tenants and will normally insist on contacting all referees direct. It would be helpful, when completing the tenancy application form to provide fax numbers and e-mail addresses for referees and also to advise referees that we will be contacting them.

When the referencing has been received we will normally send this on to the landlord for their approval. Should they be happy with the referencing we will then ask the landlord if they would like to meet you. This tends to happen more when the landlord is going to manage the property themselves.

When you have been approved by the landlord suitable as tenants, we will contact you to arrange a suitable time for the tenancy to be signed.

Signing the Tenancy Agreement

The Tenancy Agreement will normally be drafted by us and is a standard Assured Shorthold agreement. It will detail the main terms of the tenancy and will provide the landlords and tenants obligations throughout the term of the tenancy. There will also be a section on Tenancy Deposit protection. This legislation is explained later in these notes.

The balance of monies will need to be paid on the day that the Tenancy commences, however the full balance can normally be paid any time after the referencing has been approved by the landlord. Should the balance be paid on the day that the tenancy commences, then the payment must be in cleared funds. Normally cash will be acceptable or the monies can be transferred into our account however if monies are transferred into our account then sufficient time must be allowed for them to clear. Should you not have cleared funds when you sign the Tenancy Agreement, then we will be unable to move you into the property.

The check-in

When the Tenancy Agreement has been signed and the balance of monies paid, a member of staff will meet you at the property to check through an Inventory (see section below) and answer any questions that you may have about the property. All tenants will have to sign the Inventory and we will also sign it. A copy will be left with you and we will keep a copy and send a copy to the landlord. We will then normally provide each tenant with a set of keys to the property.

Inventories

We will normally prepare a detailed inventory of the property, which will include items of furniture and condition of property. The inventory is important as it provides an accurate record of the property and its contents when the tenancy commences and will be relied upon at the end of the tenancy when checking tenants out of the property prior to returning their damages deposit.

Utilities

As a tenant you will normally be responsible for all outgoing costs at the property such as Council Tax, Electricity, Gas, Water Rates and Telephone services. At the commencement of the tenancy we will check you in with the relevant suppliers, however you will be responsible for doing this as well if you have not heard from the suppliers within 10 days of the commencement of the tenancy.

Rent Payments

The rent will normally be paid monthly in advance and this will be the day of the month that the tenancy commenced unless you have agreed a different payment date with the landlord. Rent payments should be made by standing order and we will provide you with our bank details at the beginning of the tenancy. Should you ever pay the rent by personal cheque, then this payment will have to be made at least five days before the due date to allow for the money to clear. Please remember that your landlord probably depends on your rent payment to pay a mortgage on the property so prompt payments are always appreciated.

Repairs Procedure

If the landlord collects the rent and manages the property, then you will need to contact them to report a repair. If we collect your rent, then you will need to contact us at our office. It is your responsibility as a tenant to advise the landlord or Agent as soon as a repair becomes apparent. Within our office we have a member of staff that is dedicated to overseeing repairs. That person is Hannah Maguire and she can be contacted at the office or e-mailed at hannah@charlesliving.com.

With repairs of a non urgent nature we will normally either inspect the repair initially ourselves, or send one of our approved contractors to inspect the repair and provide us with an estimate to deal with the work. Please be patient as we often have to seek approval from landlords prior to instructing contractors to deal with repairs. To speed up the repairs procedure, we would normally expect tenants to allow contractors access to their property with keys that we hold if they are not available to be at the property themselves.

Periodic Inspections

We will normally be required by the landlord to inspect the property on a quarterly basis. When these inspections are due, we will write to you and if you are not available to make the appointment we will normally ask that we can enter the property with the keys that we hold to the property.

The End of the Tenancy

Your rent must be paid up to and including the date that your tenancy ends. Please note: it is not permissible for you to cancel your last month's rent payment because we hold a damages deposit. The deposit is legally a

separate issue from rent payment and you will be in breach of your contractual agreement if you do this.

We will return your deposit in full subject to the accommodation being in a clean and tenable state when you leave. We will require a forwarding address so that we can post on your deposit cheque. We are normally in a position to return your deposit within 14 days if everything is in order.

Please do not leave personal belongings or rubbish in the premises or at the front, side or rear when you leave. There could be a charge for removal if you do. We want (and we know you do also) to have clean liveable accommodation to present to the new tenants on their move-in day.

We accept normal wear and tear for the period of your occupation but please note that damage, breakages and/or cleaning will result in deductions from your deposit. For example, a full cooker clean costs in the region of £65.00. and a room carpet clean costs in the region of £ 30.00 As you can see items like these will soon use up your deposit and more besides.

At the end of the tenancy, we would expect a tenant to remove all of their belongings from the property, hand the keys in to our office. We will then inspect the property with a copy of the original inventory, take final meter readings and report to the landlord with our findings. Deposits will only be returned by post and by cheque so we will require details of your forwarding address.

Please do not forget to inform the local authority and all service providers that you are leaving so that they can calculate and apportion your final account payments to them.

As per our agreement we may wish to show prospective tenants through the premises before you vacate. We will give you advance warning if we need to do this. Your co-operation by having the accommodation clean and tidy would be much appreciated.

Should you require a reference for a future landlord or a mortgage company please don't hesitate to contact us

Choosing the right Letting Agent

Ideally you should always rent accommodation through an Agent that belongs to a professional organisation. The lettings industry is not regulated, however we choose to belong to ARLA, the Association of Letting Agents, as we consider this an indication of our commitment to the industry. More information on ARLA is detailed below:

Who are ARLA?

The Association of Residential Letting Agents (ARLA) was formed in 1981 as a professional regulatory body by the Residential Letting Agents. So be it under the requirements of a residential lettings market a separate organisation was required to promote standards in this greater section of the property market. All companies applying for membership to ARLA are appraised by ARLA and provided with guidelines, training and advice. The aim of ARLA is to ensure that ethical standards and professionalism are maintained at a level far higher than is required by law. ARLA operate a number of seminars and training courses to promote the skills of the legal firms and their staff. ARLA will continue to supply knowledge to Letting Agents to

enable them to deal with the complexities of letting with both Landlords and Tenants to campaign for the necessary change in legislation practices.

What is the ARLA Bonding Scheme

ARLA has established a bonding scheme, which ensures complete protection for the necessary appropriation of any money that belongs to Landlords and Tenants alike and is held by an ARLA member. This will give the public total confidence that these funds are secure.

A Landlord or Tenant using an ARLA Agent now only need to show that money rightfully belonging to them had been misappropriated, i.e. wrongly or dishonestly by the Agent, there is no need to go to court to prove theft or fault.

Membership Requirements

- q The company must have been involved in Letting and Management for at least two before it can be invited to join the association.
- q All members must carry professional indemnity insurance.
- q Separate client accounts must be held.
- q Commissions for letting a property can only be obtained from Landlords.
- q The premises that the Agent operates from must be a properly designated business premises.

Tenant's Deposit Protection

Tenant's Deposit Protection forms part of the Housing Act 2004 to increase standards of the private rented sector. The Tenant's Deposit Protection will apply to all Assured Shorthold Tenancies in England and Wales, where a deposit is taken. It will commence on 6th April 2007 and will be valid for all new Tenancy Agreements from this date.

Landlords managing properties themselves will be able to choose between two types of scheme; 1) the single custodial scheme or, 2) insurance based schemes. The schemes will operate as follows:-

Custodial Scheme:

- The tenant pays the deposit to the Landlord.
- The Landlord then pays the deposit into the scheme.
- Within 14 days of receiving a deposit, the Landlord must give the tenant the prescribed information (to be set out in secondary legislation) about the scheme being used.
- At the end of the tenancy, if the Landlord and tenant agree how the deposit should be divided, they will tell the scheme which returns the deposit, divided in the way agreed by both parties.
- If there is a dispute, the scheme will hold the disputed amount until the dispute resolution service or courts decide what is fair.
- The interest accrued by deposits in the scheme will be used to pay for the running of the scheme and any surplus will be used to offer interest to the tenant, or Landlord if the tenant is not entitled to it.

Insurance Based Schemes

- ❑ The tenant pays the deposit to the landlord.
- ❑ The Landlord retains the deposit and pays a premium to the insurer – the key difference to the custodial scheme.
- ❑ Within 14 days of receiving a deposit, the Landlord must give the tenant prescribed information (to be set out in secondary legislation) about the scheme being used.
- ❑ At the end of the tenancy, if the Landlord and Tenant agree how the deposit should be divided, the Landlord returns all or some of the deposit.
- ❑ If there is a dispute, the Landlord must hand over the disputed amount to the scheme for safekeeping until the dispute is resolved.
- ❑ If for any reason the Landlord fails to comply, the insurance arrangements will ensure the return of the deposit to the tenant if they are entitled to it.

In each scheme, the deposit must be returned within 10 days of the Landlord and tenant agreeing how the deposit should be divided, or within 10 days following notification of an ADR/court decision.