



## Tenant Information:

### Guide to Renting a Property

Set out below is information on common questions tenants have. This is designed as a guide only. You should check your tenancy agreement which sets out the precise obligations you and your landlord have.

#### Agreeing to rent a property

Before you rent a property a certain amount of personal information will be needed from you to enable you to view our available properties, check your ID, your right to rent in the UK, and be sure that you can pay the rent for the whole of the period you agree to take the property for. References may be needed from former landlords. Tenant referencing agencies may be used by us to do this. In some cases, a guarantor may be needed. We only use your personal information for legitimate business purposes. A copy of our GDPR policy is available on request, and you will be asked to sign a copy so we can perform these checks and deal with you for the period covered by the tenancy agreement.

#### Inventory & Schedule of Condition

Before you move in, an inventory is prepared by an independent inventory clerk detailing the contents and condition of the property. You will be provided with a copy to agree and sign.

#### Deposit & Rent

The Government requires tenancy deposit protection for all assured shorthold tenancies (ASTs) in England and Wales where a deposit is taken. All deposits paid under an AST have had to be protected within 14 calendar days of receipt by the agent/landlord.

Prior to the commencing of the tenancy, we will require a deposit and the first rental payment, a month in advance. Your deposit will be protected under the tenancy deposit scheme (TDS), which is a scheme accredited by the Government.

This does not apply to a holding deposit, paid to hold the property pending signing the tenancy agreement. If you proceed with the tenancy a holding deposit will be credited against the first month's rent or returned to you.

## How the TDS Scheme works?

1. The tenant pays the landlord or letting agent their deposit.
2. The letting agent/landlord pays the money in to the TDS scheme within 14 days of receiving it.
3. Upon receipt of the deposit, the TDS provides confirmation and details of the protection scheme to the letting agent/landlord and tenant.
4. When the tenancy comes to an end, the letting agent/landlord and tenant agree repayment of the deposit including any interest accrued, usually within 10 days and TDS makes the payments.
5. In the case of any dispute, the TDS return any undisputed monies plus interest to the relevant party but hold the disputed portion until the Alternative Dispute Resolution Service (ADR) or courts decide what is fair.

Your deposit cannot be used by you to pay your rent. Details of the requirements can be found at <https://www.gov.uk/tenancy-deposit-protection>.

## Protecting Client Money

Your rent and deposit (including a holding deposit) will be paid by directly to a bank account nominated by us, which may be our client account or a client account with Client Accounting Service Provider. This account will comply with the Propertymark Conduct and Membership Rules (<http://www.propertymark.co.uk/media/1045366/conduct-and-membership-rules.pdf>) which ensure that the client account is ring-fenced, and client money used properly. In addition we have Propertymark Client Money Protection (<https://www.propertymark.co.uk/working-in-the-industry/member-requirements/client-money-protection.aspx>) which provides additional protection for you.

## **When can I move in?**

Once the tenancy has been signed and rents & deposits have cleared, the tenancy can proceed the keys to your new home will be made available to you.

## **Can I have pets in my new home?**

You must consult us prior to obtaining a pet to get approval, unless this has been agreed in the tenancy agreement.

## **What if I find any faults or repairs that need addressing?**

If you find any problems with the property you are renting, you should contact us immediately and we will take prompt action.

## **Can I decorate or make changes to the property?**

You must consult us and gain consent prior to carrying out any redecoration or changes to the property.

## **Do I have to pay for Council Tax & Utility Bills?**

As a tenant you will be responsible for any utility bills like water, gas, electric, telephone and broadband as well as council tax, unless there is a special arrangement. You will also be responsible for obtaining a TV license at the property: if you watch TV without a license you risk being fined. You should check before agreeing to rent that the services you require are available at the property.

## **Do I need insurance as a tenant?**

The landlord of the property is responsible for insuring the building and any furnishings that come with it. You will be responsible for insuring your own contents/personal possessions at the rented property.

## **Can I run a business from the property I rent?**

No. You must use the property solely for residential purposes unless specifically agreed in advance, in writing.

## Will I pay any fees or charges in addition to the rent?

Only limited fees can be charged to tenants entering into an AST (<https://www.gov.uk/government/publications/tenant-fees-act-2019-guidance> ). You will not be charged fees for entering or renewing the tenancy. You will be charged a fee if you ask for and the landlord agrees to early termination or to variation of the tenancy. You can be charged a default fee for late payment, and for replacement of keys. You will be asked for a holding deposit of 1 weeks rent when you agree you want to secure a property, and this will be held pending signing the tenancy agreement. The deposit will be credited to the first month's rent unless you decide not to proceed.

Where you opt to take other services from us or our contractors, e.g. cleaning or gardening, we will charge you for these.

## Will I be entitled to parking?

If the property does not have allocated parking, you may be able to park on the road. Many areas have controlled parking zones and you will require a parking permit from the local Council for which you will pay a fee.

## As a tenant, what am I responsible for?

Some of the matters you are responsible for are:

- Prompt payment of the rent.
- Prompt payment of gas, telephone and broadband, electricity, council tax, water bills directly to the supplier.
- Reporting any damage to the property or furnishings within the property and any maintenance needed as soon as possible
- Taking good care of the property, including the garden, and keeping it secure.
- Maintaining smoke and CO alarms and heat sensors during the tenancy
- Respecting the needs of your neighbours.
- Responding to us promptly when we contact you.
- Leaving the property at the end of the tenancy, and ensuring it is clean and tidy.
- Providing a forwarding address when you leave.
- Fulfilling all clauses within the tenancy agreement.

## How to Rent booklet

The Government publishes a guide to renting (and updates it periodically) (<https://www.gov.uk/government/publications/how-to-rent/how-to-rent-the-checklist-for-renting-in-england>) which contains essential information on renting a property. You will have received a copy before you signed your tenancy agreement.


## Complaints

If you have a complaint about us we have a disputes procedure and you can take your complaint to The Property Ombudsman (<https://www.tpos.co.uk/>) to get redress. A written copy of our dispute procedure is available on request.

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