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Personal & Professional Lettings Agents

Guide to Being a Tenant



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About Sowter & Brown

As respected, local experts, we prefer to take a personal approach to the specialisation of in the management and lettings of residential property in the Derby area.



Sowter & Brown will work in accordance with the highest standards in an industry which demands certain levels of professionalism and commitment to customer service, throughout the key stages in letting and managing a property. Whatever your budget, **Sowter & Brown** will ensure that you receive the best possible service. If you have a query, specific need or seek clarification on any point, do please contact us and we will do endeavour to assist.



What is the NAEA ?

Sowter & Brown are members of The National Association of Estate Agents (NAEA) The NAEA is the UK's leading professional body for estate agency. The 10,000 members both in the UK and overseas are bound by strict rules of conduct, working within a robust Code of Practice, to ensure they offer the highest level of integrity and service. By choosing an estate agent who is an NAEA member you can feel secure in the knowledge that you and your property are in safe hands. It also ensures that members are compliant with such issues as handling and accounting for clients' money, professional indemnity insurance, dealing with complaints and disciplinary procedures. The NAEA keeps its members up to date with changes in legislation.

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Being a Tenant

When you have found a suitable house or flat to rent, we will begin the administrative process of requesting references from you.



References

On behalf of the landlord we will undertake various checks to ensure that you are a suitable tenant and that you have the ability to pay your rent. We will ask for the administration fee, along with your permission to conduct the relevant searches. Be aware that should you fail any of the necessary checks, you may not get your administrative fee back. We will need the following:

- ✓ References from current or previous landlords. You will be asked to give the details of where you have lived within the last 3 years.
- ✓ A credit check - this will allow us to see if you have a good credit history.
- ✓ Your bank details - including bank name, account number and sort-code.
- ✓ Details of your employment. We will require a written reference from your employer.



The Deposit

Whenever a deposit is taken from a tenant as part of an AST, it must be protected in one of the government initiated schemes. **Sowter and Brown** are a member of The Dispute Service (TDS) TDS has been developed to ensure that the deposits are protected and that disputes about their return are resolved swiftly and impartially.

The deposit is usually one months' rent and is held for the duration of the tenancy. The deposit is to safeguard against the cost of replacing or repairing property damaged by you. New legislation was introduced to the Housing Act 2004 in April 2007 to help protect all parties with regard to the return of deposits. Tenants will get all of their deposit back promptly, if they have kept the rental property in good condition and have met the terms of the agreement. From the end of the tenancy, the tenant has ten days to raise a dispute.

More information and rules of the scheme can be obtained by visiting the website at www.TDS.gb.com.

Tenancy Agreements

The tenancy agreement is a contract between you and the landlord. An Assured Shorthold Tenancy Agreement (AST) is the most common form of tenancy agreement and sets out the obligations of both tenant and landlord. The most important aspect of this agreement is that the landlord has the right to terminate the agreement. Despite the name, the agreement does not have to be short and can continue as long as both parties are happy for it to do so. There is no minimum term specified either, although the tenant has the right to remain in the property for at least six months.

There are specific requirements linked to an AST that include:

- ✓ The tenant(s) must be an individual (i.e. not a company).
- ✓ The property must be the main home of the occupant.
- ✓ The property must be let as separate accommodation.
- ✓ The landlord is normally obliged to provide the tenant with two months' notice if they want to terminate the agreement.

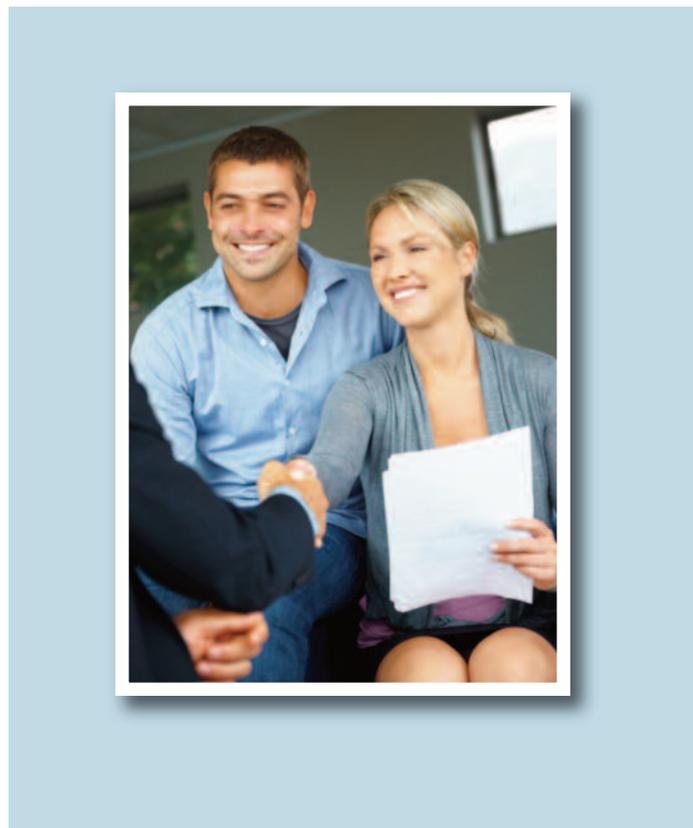
Before an agreement can be drawn up the tenant and landlord will need to consider the following list of conditions to be included in an AST.

- ✓ The duration of the tenancy and the start date of the tenancy.
- ✓ The amount of rent payable, how often it should be paid and when it should be.
- ✓ The agreement should also state what other payments are expected, including Council Tax, utilities, service charges, etc.
- ✓ What services the landlord will provide, such as maintenance of common areas.

The responsibilities of both parties will be detailed within the tenancy agreement, although some conditions may vary from one property and landlord to the next. There may be other clauses which you may want to include and this should be detailed at the start of the tenancy for inclusion in the lease. Ask us more about landlord and tenant rights.

We would normally recommend an initial tenancy agreement for a 6 month term. At the end of this period, if the tenant wants to remain in the property and the landlord is in agreement, then it is not necessary for another fixed term agreement to be entered into. The tenancy may simply roll forward from month to month and the tenancy would then become known as a statutory periodic tenancy.

The terms and conditions of the original fixed term are then carried forward and the tenant must provide one month's notice in accord with the tenancy period. The landlord may also secure possession of his property by giving the tenant two months' notice. It may be however, that the tenant wishes to enter into a further fixed term agreement. If the landlord agrees to this, then we will be happy to draw up the appropriate documentation.



The Inventory

Of equal importance in the letting process is the Inventory and it can often be key in deciding how much of your deposit you get back at the end of your agreement. It details the contents of the property and the condition they are in on the day you move in. It should also include any existing cosmetic blemishes, such as peeling wallpaper or flaking paint. You should therefore be extremely thorough and give it your full attention since it is your deposit that is at stake.

When the you move in we will detail the exact condition of the contents of the property. This should avoid any unnecessary disputes about any damage that may be caused by the tenant during the tenancy.



Insurance

You will be responsible for insuring any of your own possessions. You may wish to take out an inclusive policy that takes in any furnishings provided by the landlord including carpets and curtains.

Joint and Several

Where there is to be more than one (adult) person living in the property, the tenancy agreement will detail that they are “jointly and severally” responsible. This means that, jointly, the tenants are liable for the payment of all rents and all liabilities falling upon the tenants during the tenancy, as well as any breach of the Agreement. Individually each tenant is responsible for payment of all rent and all liabilities falling upon all of the tenants, as well as any breach of the Agreement until all payments have been made in full.

Rights of Access to the Property

A landlord, or his agent, or someone authorised to act on his behalf has a right to view the property to assess its condition and to carry out necessary repairs or maintenance at reasonable times of the day. The law says that a landlord or agent must give you at least 24 hours prior notice in writing (except in an emergency) of such a visit.

Repairs and Maintenance

A landlord, in very general terms, has a legal responsibility to repair the structure and exterior of the property, including drains, gutters and external pipes and to keep in working order the installations for the supply of gas, electricity and water; and, for the installations for the provision of space and water heating. The landlord also has other legal responsibilities relating to the safety of such items as gas, electricity and furnishings as well as the general standard or fitness of the property for habitation.

A tenant should act in a “tenant-like manner”. Generally, this means reporting problems promptly and taking reasonable steps to ensure that neither you or any visitors damage the property and its fixtures and fittings. The tenant should also attend to the minor day to day things any home-occupier would normally do e.g. replace light bulbs, fit a new battery in a smoke or CO² detector, tighten an odd screw which has come loose on a door handle etc. The tenant is obliged to keep the property reasonably warm and aired to help prevent condensation, or the freezing of pipes. The agreement will also require that the tenant keeps the garden and other areas reasonably tidy and free from rubbish.



Moving Out

You will need to provide notice in writing of at least one month, stating your intention to vacate the property. Once you have decided to move out, then it is worthwhile at this point, looking at the condition of the property and possibly putting in a bit of work to get the property back up to the same standard as it was when you moved in. This will maximise the chances of getting your full deposit back. As long as the condition of the property is the same as when you moved in (barring normal wear and tear), there should be no issues. You should ensure that you have removed all of your personal belongings and that you are satisfied you have left the property as you found it. If after you have vacated the property, there is any damage, we will obtain quotes where necessary and agree with you the cost of repairing or replacing such items. If an agreement cannot be reached as to the damage of particular items, which items have been damaged, or repair costs, then we will refer the matter to the Tenancy Deposit Scheme for a resolution to be made.

If we and the landlord are satisfied the property has been left in an acceptable state and you have made your final rental payment, then your deposit will be returned promptly and in full.

Disclaimer: The brief information contained in this leaflet is believed to be accurate, however, it should not be relied upon in place of formal legal advice.