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## Tenant Guide

To ensure your move is simple and hassle free, we would like to bring a number of points to your attention. However it is just a guide.

Upmarket is your local estate agent and deals in letting residential properties and provides personal service to both landlord and tenant.

This document is written to explain our terms and conditions.

It should answer your questions which comes in the mind when a tenant consider renting a property.

Feel free call us in case, you have any query.

### **LOOKING FOR A RIGHT PROPERTY**

When you start looking for rental accommodation, you should allow enough time to find a suitable property as well as a minimum of two weeks to complete the application and referencing processes. In certain instances it may be possible to organise a tenancy within a shorter timescale.

The following are examples to be considered:

- The maximum rent you wish to pay
- How long you want to rent for
- Commuting time to your workplace
- Your need for local facilities, i.e. schools, shops, parks, restaurants
- Type of property you would like, i.e. house/flat; modern/period
- The areas in which you would like to live
- Whether furnished or unfurnished
- Public transport options

It is important to recognise that your absolutely ideal property, in all respects, may not exist and you may have to compromise on one or more of the above. The more flexible you are, the more likely it will be that you can be settled without any undue delay.

### **AFFORDABILITY**

All tenants are subject to a referencing process which includes an affordability calculation. Your annual earnings (as an individual or as a couple) must be equal to or more than 2.5 times the annual rent. If you fall short of these figures, your application may be acceptable if you can provide a guarantor. Upmarket representative can advise you further on this issue.

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## VIEWING PROPERTIES

When viewing, you must consider the property carefully and ensure that you check exactly what is and is not included in the furnishings and fixtures.

Any discussions or correspondence with the owner, or our staff, are expressly deemed to be subject to application, reference and contract. A current tenant cannot speak on behalf of the landlord or ourselves.

## Securing a property

Once you have selected a property, To secure the property you will be required to put a non-refundable holding deposit of £260 which includes your referencing fee. Please note that these fees are non-refundable if you as the proposed tenant fail the credit reference or decide not to take occupancy of the rental property.

You also need to provide following documents. We also need to see these documents in original during your move in.

**Confirmation of personal details and contact information** - This will be required for everyone who will be residing at the property over the age of 18.

**Proof of identity** - This is a legal requirement under Anti Money Laundering Regulations and Immigration Act 2014 Right to Rent legislation and without the required identification your application cannot be processed.

ID will be required for each adult applying to rent the property. Both personal ID and address verification will be required. If you are unsure what is required or whether you have suitable ID please speak to an Upmarket representative.

**Personal ID** - Valid passport or equivalent and a valid visa, residence permit where applicable.

**Address Verification** - Current UK driving license showing current address, recent utility bill with current address.

**Tenant Protection** - We may require your consent to speak to our protection consultant in relation to the financial security of you and your new home to ensure you are fully aware of all risks the options available to protect against them.

## APPLICATION AND CREDIT REFERENCING

Once you have put holding deposit, we simply start your referencing. We use a third party credit search agency to undertake the credit checking process which is done on line. They normally do following checks: –

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- Your current Landlord reference check
- Your current Employer reference and Income check
- Your current and previous addresses check
- Credit checks
- Details of any previous bankruptcy or CCJ check
- Details of other searches and financial transactions check
- Full score information on tenant (pass or fail)

We may write to your current employer for an employers reference and to your current letting agent/landlord if applicable. It takes on average 5 – 7 days for them to reply.

We will contact you once all references and checks have been carried out to discuss potential move-in dates. Important: If you have a specific date or time table to move-in, this must be advised at the application stage. However, no guarantees can be given as to a move-in date until all references and checks have been satisfied.

NB: We cannot under any circumstances, divulge to you any information obtained from the credit reference other than to say that it was satisfactory or not satisfactory.

## ALL FEES

The asking rent does not include any letting agency fees which are as follows:

Type of Services	Service Description	Fee Inclusive of VAT
Tenancy Set up fee	One tenant application fee Including comprehensive referencing check, tenancy contract negotiation and production	£125
Additional tenant fee	Additional tenant (per tenant) application fee Including comprehensive referencing check, tenancy contract negotiation and production	£95
Guarantor fee	Comprehensive referencing check and including Guarantor as part of the tenancy agreement	£60
Renewal fee	Contract negotiation, amending terms and updating the tenancy agreement	£60
Checkout Fee	Attending the property for Tenant's checkout based on an updated schedule of condition based on the original inventory and negotiating the repayment of the security deposit.	£75
Pet Deposit	To cover enhanced risk of property damage. This will be protected with your security deposit in a Government authorised scheme and may be returned at the end of the tenancy	£500
Out of Hours Services:	Where tenant's action results in the agent (or nominated contractor) attending the property, time to remedy the situation is charged at the hourly rate.	£60 per hour plus costs incurred
Unpaid Rent or Returned Payments	In case Tenant is unable to pay rent on time	Interest at 8% above Bank of England Base Rate from date due.
Professional Cleaning (if required)	Charges are applicable where professional cleaning is necessary to return the property to the similar condition likewise at the start of the tenancy. Charges may deduct from the security deposit.	As quoted by cleaning company +£40 (Upmarket admin fee)

## TENANCY AGREEMENT

You will be asked to sign a tenancy agreement. You should read this document very carefully and keep a copy. If in doubt do not sign the agreement. The most frequently used tenancy

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agreement in the letting of residential properties is called an Assured Shorthold Tenancy Agreement. An assured shorthold tenancy can be for any agreed initial term but is usually for an initial term of six months. This type of tenancy protects the landlord so that possession can always be obtained once notice is served but must allow the tenant to live in the property for not less than the initial term.

## RENT DAY

The Standing order must be set up to make payment three days in advance of the rent due date to ensure cleared funds are received by that date.

## NON-PAYMENT OF RENT

Should this occur then a 'late rent' letter or email or any communication will be sent to you requesting immediate payment of the overdue rent and should this not be heeded, action will be taken to recover the amount due. If the matter has to go to court you will not only owe the rent but also our additional costs, legal expenses and court fees. A fee of £30.00 is chargeable in each instance of late rent payment or bounced cheques or other payments not honoured by your bank.

## OUTGOINGS

The tenant is responsible for all outgoing i.e. water, gas, electricity, council tax and contents insurance for personal items within the property should the property be unfurnished. As occupation is taken up, the necessary authorities should be informed of the date you take up occupation and your ongoing responsibility for their accounts.

## INVENTORY AND SCHEDULE OF CONDITION

A detailed inventory of the property will be given to you. It is essential that the inventory is accurate as you will be asked to sign the inventory and return it to us within 7 days of the tenancy start date. It is normally accepted that corrections can be made by the tenant to the inventory, but once signed the tenant will thereafter be held liable to return the property in the same condition as detailed on the inventory.

## DEPOSIT

We require tenants to provide one and a half month's rent to be held by us as a deposit during the tenancy. The deposit will be protected by the Deposit Protection Scheme (DPS) and will be refunded at the end of the tenancy once we have checked the condition of the property. Deposits will normally be returned as soon as possible after the property has been vacated and keys returned to us. No interest is paid on deposits held.

For tenants with pets, landlords will require an additional deposit of £500.00 to cover any potential damage to the property and gardens. Unfortunately, pets can leave behind unwanted guests which do not immediately become apparent so at the end of the tenancy,

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all carpets need to be professionally cleaned and treated with insecticide. An invoice detailing the work carried out will need to be provided in case of further infestation.

## **ELECTRICITY AND GAS SUPPLIES**

These are the tenant's responsibility. At the commencement of a tenancy, you should contact the relevant companies notifying them of your occupation.

## **GAS SAFETY REGULATIONS 1994 – ANNUAL GAS SAFE INSPECTIONS**

Gas heating systems should be checked regularly. By law, a Gas Safe approved contractor must inspect each gas appliance in a property every 12 months; the cost of the inspection is the responsibility of the landlord. We will hold a Certificate of Gas Safety and a copy will be provided for the tenants.

## **RATES**

Our standard lease provides that the tenant is responsible for the payment of water rates. Some properties are on a water meter. You will need to contact the relevant authority to arrange for connection.

## **TELEPHONE**

Tenants are responsible for any connection or reconnection charge and should contact the relevant company to have the telephone changed to their name.

## **HOUSE AND CONTENTS INSURANCE**

The landlord will insure the property and landlord's contents. Tenant's contents are not covered by the landlord's insurance.

## **COUNCIL TAX**

This is the responsibility of the tenant. You need to advise the Council Tax Office of the date you move in. Our experience shows that they are now very efficient and will track tenants from property to property for recovery of tax. As Letting Agents, Upmarket LTD are obliged by law to tell the council of your occupation, previous address and your forwarding address.

## **MAINTENANCE AND GROUND RENT (LEASEHOLD PROPERTIES ONLY)**

The landlord is normally responsible for both the maintenance and ground rent charges.

## **CLEANING/GARDENING**

The tenant should leave the house in a clean and tidy condition at the end of the tenancy. The garden should also be left in neat order according to the season of the year. If this is not the case, then the tenant is liable to deductions from their deposit to cover cleaning and

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gardening costs. All dilapidations and associated costs will be agreed at the end of the tenancy.

## INSPECTION

The lease allows us to carry out inspections of the property to ensure that it is being kept in the manner laid down in the tenancy agreement. Our experience shows that some properties need to be inspected more frequently than others, however on average they are carried out every three months. Our management visits will include investigation of defects, which come to our notice or are clearly and adequately brought to our attention by the tenant. We will write informing you when these inspections are likely to take place.

## FAIR WEAR AND TEAR

The tenancy agreement allows for the tenant to have free and unabated use of the property. The landlord accepts that there will be normal wear and tear to the property, fixtures and fittings. If something has been maliciously damaged the tenant will be held responsible.

## MAINTENANCE

If any item needs repair, please contact us immediately. We use the services of a number of local tradesmen who will respond quickly and attend to any minor repairs as quickly as possible subject to the landlord's approval. In the case of extensive repairs, it is normal practice for the landlord to obtain more than one quotation.

Many tradesmen charge a call out charge, please be aware that if a tradesman is called out to an issue which is a result of "user error" then the charge for the call out may pass to the tenant for settlement. Callout charges may also apply where an appointment is arranged between the tenant and a tradesman and the tradesman is not able to gain access due to the non-attendance of the tenant without sufficient notice.

## NOTICE TO QUIT

The lease will bind the tenant for an initial minimum period, either 6 months or a year. Should you wish to end the tenancy, you must give us notice in writing as stated in your tenancy contract prior to the tenancy end date, letting us know when you wish to vacate.

If the landlord should require possession, then notice must be provided by the landlord as stated in your tenancy contract prior to the tenancy agreement end date.

## VACATION

On the day that you vacate the property you should:

- Ensure that the property and gardens are left in a clean and tidy condition

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- Ensure all carpets are professionally cleaned
- All landlords contents are replaced in each room in accordance with the inventory
- Check the inventory against the condition of the property.
- Read the meters and settle your accounts with the relevant companies and cancel your bank standing order
- Advise the post office of your forwarding address for post redirection
- Return all keys to us.

Please note that your tenancy only ends when all the keys to the property keys have been returned and that additional rent (calculated on a daily basis) may be charged until all keys are received.

Be warned. You are responsible for the property until the end of the tenancy even if you vacate early. If vacant, the property should be left secure and during the winter months, the heating must be left on at an appropriate level to prevent frost damage.

## EARLY TERMINATION

If you wish to terminate a fixed term tenancy earlier than the end date of the agreement currently in operation, and if, at his option, the landlord agrees to an early release, the following terms will apply:

### Option 1:

Full payment of the remaining rent in cleared funds, allowing you to vacate immediately and your deposit to be returned after you vacate, minus any possible dilapidations from the original inventory.

Our admin fee £150 applies during early contract termination.

### Option 2

a) Payment of a charge for the breaking of the contract to cover the administration expenses of our contractual costs to the landlord for the remainder of the tenancy term and the setting up of a new tenancy, total £150.00 to include VAT at the current rate.

b) Suitable tenants must be secured to take occupancy during the remainder of your term.

If requirements a) and b) are not fulfilled you will be liable for the total remaining rent. If all requirements are fulfilled you will be charged rent up to the day new tenants take occupancy and your deposit will be forwarded to you after that date, minus any possible dilapidations from the original inventory.

The landlord has the right to insist that the terms of the Tenancy Agreement are completed in full.