

TIP

(Tenant Information Pack)

Private Tenant(s) Letting



Provided by (put company name)

(address)

Contact No:

Email:

The Tenant Information Pack (TIP) information to tenant(s) in that has been prepared for (your company) by AJ Angelo Solicitors.

IMPORTANT NOTICE:

The TIP is for guidance only and not intended to give a definitive legal advice, as each tenancy and the tenant circumstances are different. If you have any legal issue you must take your own **independent legal advice**.

TIP (Tenant Information Pack) for Private Tenant(s)

The TIP intends to give information to occupiers in privately rented housing. It gives basic information about your landlord and tenant relationship.

By entering into this agreement, you are an assured shorthold tenant when your landlord is a private landlord and the house or flat is let as separate accommodation and is your main home.

TIP is **NOT** part of your tenancy agreement but sets out important information relating to you and your landlord. TIP contains a summary of legislation relevant to private tenants; in so far as it related to the Deregulation Act 2015, whereby we attach the following documents: -

- i) "How to Rent" Leaflet – this leaflet is a checklist for renting.
- ii) EPC (Energy Performance Certificate)
- iii) Gas Certificate (if applicable to the property)
- iv) Electric Certificate

The TIP refers to your tenancy agreement which sets out details of the contract between you and your landlord, as well as point out where to find both parties responsibilities.

Why is TIP important?

- TIP gives you clear basic information about private renting.
- TIP ensures that all tenants in privately rented homes receive the same basic information, as guidance to your tenancy agreement.
- TIP is good practice, as it gives information in an open and transparent way, before you sign your tenancy agreement.

1. Your Tenancy

If there is any doubt, you should get legal advice to be certain of the type of agreement you have signed or are being asked to sign.

1.1. **Assured Shorthold Tenancy (AST)**

The initial AST let must be for at least six months. After the initial let period your landlord has the right to reclaim possession of the property, by serving the correct Section 21 notice. ASTs could be for longer, so you may want to discuss this with your landlord to see whether both parties would like a longer period of let. However, such longer ASTs may include a break clause, which means that the AST may be terminated before the end on the AST.

1.2. **Joint Tenancies**

If you and your flatmates or housemates have a joint tenancy agreement, you will all have exactly the same rights and responsibilities. This means you are all equally responsible for paying the rent and keeping to the terms of your tenancy agreement.

If you want to end the tenancy, you will need to get the other joint tenants' permission first, because this will end the tenancy for everyone. However, if the other tenants do not want to move out, they can try to negotiate a new agreement with the landlord.

2. **Tenancy Agreement (AST)**

The tenancy agreement, which is the AST attached to this TIP, must be read. The AST terms should be agreed between you and the landlord or letting agent before you sign it. In general, your tenancy agreement, which is the contract between the landlord and the tenant, will include the following:

- The name and address of the landlord or agent (or both).
- The landlord's registration number.
- The length of the tenancy, with start and end dates.
- Rent: amount due, when it is due, how it should be paid and if it will increase during the tenancy. You must pay your rent. Otherwise, your landlord has the right to apply to the Court to get a Court Order to evict you.
- How much is the deposit and possibly which tenancy deposit scheme will hold the deposit.
- Who is responsible for internal decoration and internal and external repairs and maintenance.

- Any condition or restrictions on the use of the property, for example about pets, guests or smoking.
- The landlord and tenant obligations.
- Contents insurance - you must ensure that you insure your contents, as the only cover is for buildings insurance.

3. Notice by Landlord to end tenancy

When your landlord wants you to leave

Your landlord can give you notice in writing at least two months before the end of the initial fixed term or at any time afterwards that they want possession of the property. They can serve notices during the tenancy to coincide with the agreed termination date. If you do not vacate the property at this time, your landlord can start legal action against you, but must ensure they comply with the law. This means that they, must serve a valid Notice and then apply to the court, with the correct claim form to obtain a possession order, after which, when possession order is given must apply to The Court for a warrant of execution to obtain an Eviction Date, which must be executed by a court Bailiff (or duly authorised Sheriff).

4. Role of letting agents

If a letting agent acts for your landlord, they may be responsible for arranging your tenancy's day-to-day maintenance and repairs, and taking your rent payments. However, your contract is with your landlord. This is why your landlord's name and address must appear on your tenancy agreement.

We protect your deposit.

Any legal action arising from your tenancy (for example, over the return of your deposit) would be raised against your landlord, not the letting agent. Also, your landlord is legally responsible for ensuring that all safety regulations are met.

5. Property Induction Checklist

If you have agreed to accept the property, you should point out if you are happy with the condition of the property. If not, you must point out any concerns, issues and/or disrepairs. Otherwise, the landlord will assume that you are happy with the property, in that it is in good condition and that you have not highlighted any issues.

6. IMPORTANT NOTICE TO TENANT

The tenant always has the right to independent legal advice, before signing this TIP, even though it does not form part of the tenancy agreement. The tenant must ensure that they understand the tenancy agreement, before they sign it, as the tenancy agreement is a legally binding contract between the landlord and tenant.

We need you to sign below to confirm that you have received the following:-

1. "How to Rent" Leaflet – this leaflet is a checklist for renting.
2. EPC (Energy Performance Certificate)
3. Gas Certificate (if applicable to this property)
4. Electric Certificate
5. Draft AST (Assured Shorthold Tenancy) for you to consider and approve.

I have been given an opportunity to read them and to take independent legal advice before signing this TIP (Tenancy Information Pack).

I understand that I must only sign the tenancy agreement, if I wish to enter into a legally binding contractual agreement, which terms will bind both parties.

Signed (Tenant 1) _____

Print Name _____

Dated _____

Signed (Tenant 2) _____

Print Name _____

Dated _____

(YOUR COMPANY NAME)

Email: info@winchestersproperty.com

Office no: 020 8345 5678

PROPERTY INDUCTION CHECKLIST

RENTAL PROPERTY ADDRESS:

NAME OF THE NEW TENANT(S):

CONTACT NUMBER:

DATE TENANCY BEGAN:

I/We hereby confirm, I/We

1. inspected the above property;
2. understand that as of from the date of occupation I/We will be responsible for,
paying the council tax, gas, electric and water supply;
3. have received keys;
4. are satisfied with the condition of the property; and
5. please set out any concerns or queries in the box below.

ANY COMMENTS ABOUT THE CONDITION OF THE PROPERTY

**TO BE SIGNED WHEN THE KEYS ARE TAKEN AND THE TENANT(S) ARE TAKING
OCCUPATION – THE TENANT(S) TO RAISE ANY ISSUE OR CONCERN**

SIGNED - TENANT(S) _____ DATE _____

SIGNED - TENANT(S) _____ DATE _____