

# **TENANT GUIDE**

**IMPORTANT  
INFORMATION  
FOR NEW TENANTS**

# LAWSON & COMPANY TENANT GUIDE

## IMPORTANT INFORMATION FOR NEW TENANTS

YOU HAVE SELECTED A PROPERTY YOU WOULD LIKE TO RENT. WHAT HAPPENS NEXT? THE INFORMATION BELOW SHOULD PROVIDE THE ANSWERS. THIS IS DESIGNED FOR YOUR BENEFIT TO PROVIDE YOU WITH PRACTICAL AND USEFUL INFORMATION. PLEASE TAKE THE TIME TO READ IT CAREFULLY TO AVOID ANY MISUNDERSTANDINGS OR DISPUTES LATER. IF YOU HAVE ANY OTHER QUESTIONS OR THERE IS ANYTHING YOU DO NOT UNDERSTAND, PLEASE DO NOT HESITATE TO ASK US FOR CLARIFICATION. THIS GUIDE IS NOT INTENDED TO BE A SUBSTITUTE FOR OTHER PROFESSIONAL OR LEGAL ADVICE YOU MAY WISH TO SEEK.

### A. WHAT HAPPENS NEXT?

#### 1. COMPLETE THE APPLICATION FORM

- Please ensure that the application form is filled out in full.
- Each adult (over 18 years) who will occupy the property and any Guarantor must complete a separate application form (see Guarantor overleaf).
- If an area on the application form is not applicable to you, eg "previous letting agent", just cross through that particular section. Leaving sections blank or missing information will only result in a delay on your application, as the referencing company cannot complete the process until they have all the information.

**When you return your completed application form you must also enclose the following. We cannot process your application until the above are received.**

- £75.00 inclusive of VAT referencing/application fee **with each** application form for each individual **OR** £125.00 inclusive of VAT referencing/application fee for a married couple or for a company let.
- £150 inclusive of VAT inventory and contract compilation fee
- £200 Holding Deposit (which goes towards your security deposit upon move in)
- A copy of your passport or photographic driving license (both if applicable)
- Your National Insurance Number
- A copy of a recent bank statement or utility bill as proof of your residence at your current address (the address on your driving licence alone is not sufficient.)
- If you are starting a new job, a copy of your confirmation of employment letter or employment contract is required.

**On receipt of your completed application form** the Landlord will be contacted and provided with the details on the application form. Once he has accepted your application (**subject to contract and satisfactory references**) we can proceed. Please be aware that we are not always able to reach a Landlord straight away, in which case the process may take a little longer than anticipated. **We are not able to process your application without the Landlord's permission to go ahead.**

#### HOW SOON CAN YOU MOVE IN?

We require at least 5-7 days from the Landlord's acceptance of your application to deal with the relevant procedures. However depending on individual circumstances this can take longer.

**The proposed date shown on your application form is for administration purposes only and is not a guaranteed moving in date.** However we will strive to achieve this if possible, but please do not assume you will be moving in on the "proposed move in date". As soon as we can confirm a moving in date for you, you will receive a call from your Negotiator, who will make the arrangements with you regarding when to come to our office to collect your keys. Your negotiator will be dealing with your application throughout, and if you have any queries or questions regarding your move in date please contact them.

#### 2. COMPLETE THE NEGOTIATIONS SHEET

It is important to note that a property is let “**as seen**” and once you have moved into the property it would be very difficult to make any changes. Any special requests regarding the decorations, furniture, fixtures and fittings must be made and agreed between the Landlord and Tenant before the tenancy agreement is signed. When you view a property which is still occupied by the owner or present tenant you will be advised regarding any items which will not be included in your tenancy, but we recommend you also ask for clarification to avoid any misunderstanding or disappointment. If you do have any special requests you must state these on the Negotiations Sheet attached to your application form. Your requests will be put to the Landlord for his approval or otherwise, and your negotiator will let you know his decision. Please therefore think very carefully and if there is anything you require please state this on the Negotiations Sheet now. If this section is left blank it will be assumed that you have no requests and are taking the property “as seen”.

### **3. PAY THE HOLDING DEPOSIT**

When you have chosen a property and your offer is accepted **subject to contract and satisfactory references** by the Landlord, you will be asked to pay a reservation deposit of £200. At this stage we will cease marketing the property whilst references are taken and the arrangements for the tenancy are made. The £200 will be deducted from the final monies due from when you move in.

Should you change your mind about moving into the property, or the tenancy cannot proceed because your references are not forthcoming or prove unsatisfactory, this sum will be retained by us to cover our abortive administration costs. In the event that the Landlord decides not to proceed for any reason other than unsatisfactory references, the holding deposit will be returned to you.

### **4. SIGN THE TENANCY AGREEMENT**

Generally properties are rented for periods of one year, but the tenancy can be for any term agreed. Most tenancies will contain a release clause effective after the completion of six months and if required an option to renew for a further term can be included, however, this is subject to negotiation.

Once the tenancy has commenced you have security of tenure for the fixed period, provided you are not in breach of the terms of the tenancy agreement. At the expiry of a fixed term tenancy the landlord can take possession of his property (in the case of an Assured Shorthold Tenancy two months notice must first be served) unless it is agreed to renew or extend the tenancy.

A Tenancy Agreement will be prepared for you to sign as soon as a successful reference search has been completed on each Tenant and any Guarantor if applicable. It is extremely important that you read your tenancy agreement, and should you have any questions relating to it, that you ask for clarification or seek independent advice prior to signing it.

The cost of the preparation of the Tenancy Agreement is shared between the Landlord and the Tenant. Your contribution to this will be £75.00 inclusive of VAT (the contract fee). **The Tenancy Agreement must be signed by each Tenant and any Guarantor prior to occupation.**

In the case of a **Company Let**, the Tenancy Agreement must be signed by an authorised signatory of the Company. We will require confirmation of the signatory's position within the Company and of their authority to sign the Tenancy Agreement.

When the tenancy agreement and inventory is signed by both parties (the landlord and the tenant) we will ask you to pay your monies due the rent, security deposit. And contract fee. These can be paid by Bankers Draft, Building Society cheque or Debit Card. We do not accept Cash or personal cheques. If you wish to pay by credit card a fee of 2% will be charged.

In the event that your tenancy is renewed for a further term, your contribution to the preparation of the renewal documentation will be £50.00 inclusive of VAT. See also under “What Else Must I Pay?” below.

### **5. PAY THE INITIAL MONIES**

On the day you collect your keys, you need to bring the following with you:

- The first months rent (all rent is payable in advance – see also Future Rent Payments below)
- The security deposit (see Security Deposit below). This is always equivalent to one months rent PLUS £100, *eg if your rent is £450 per month the security deposit you must pay is £550.*
- The Contract Fee (see above) which is £75 inclusive of VAT.
- Evidence of adequate insurance cover for your personal belongings. (see Insurance below)

### **VERY IMPORTANT - METHOD OF PAYMENT**

The initial monies must be paid by Bankers Draft or Building Society Cheque (note this must be a cheque drawn from the Building Society, not a personal cheque from your Building Society account). Debit Card or Credit Card. (for credit card payments an additional 2% will be charged)

**CASH CANNOT BE ACCEPTED.** We do not accept personal cheques (unless received no less than 7 days prior to the date you collect your keys to allow time for the cheque to clear).

**KEYS WILL NOT BE RELEASED UNDER ANY CIRCUMSTANCES** until the initial monies have been received by the acceptable methods stated above.

## **B. WHAT ELSE MUST I PAY?**

**SERVICES, TELEPHONE AND COUNCIL TAX:** You must transfer the telephone, gas, electricity and water services into your name at the commencement of the Tenancy, and notify the council tax authority of your residency. Some utility providers may require a deposit if you have not previously had a supply in the UK in your name. In the event that the telephone line is disconnected, it will be your responsibility to arrange and pay for reconnection.

Please note that if we become involved with queries from the utility companies or the Landlord in relation to utility bills, we will charge you an administration charge of £20 plus VAT (£23.50) per utility bill to cover our time in so doing.

**THE INVENTORY:** An Inventory of Contents and Schedule of Condition of the Property will be prepared prior to the start of your tenancy, by one of our experienced Inventory Clerks. At the Move In appointment you will be asked to sign a copy of the inventory which will have been prepared a few days before for you. You will also be given a copy of the inventory to take away with you. As we operate a self check in procedure here at Lawsons, you will be given 7 days to make any amendments to the inventory that you see fit. You must then date and sign the inventory and return to us here. At the end of the Tenancy, an inventory Check Out will be conducted by our Inventory Clerk which will compare the condition and contents of the property as noted on the Inventory at the start of the Tenancy.

The cost for compiling the Inventory is shared equally between the Landlord and the Tenant. Your share of this cost is £75 plus VAT (£64.62).

### **THE CHECK OUT**

The cost for the Check Out is 55+ VAT (£64.62) payable upon notice of vacation.

Following the Check Out you will be notified of the deductions claimed from your security deposit (see below) against damage and disrepair to the property and contents not attributable to fair wear and tear. Where it is necessary for us to make arrangements for the replacement of items missing or broken in properties under our Management Service, you will also be charged an administration fee of 10% of the cost of these items to reimburse our time in so doing.

**RENT ARREARS:** In the event that you fail to pay your rent on time or you fall into arrears with your rent payments and we are obliged to send reminder letters to you, you will be charged an administration fee if we have to send more than one reminder letter before payment is made. If we are obliged to send a 2<sup>nd</sup> letter you will be charged £25 inclusive of VAT and if a 3<sup>rd</sup> letter is sent you will be charged a further £30 inclusive of VAT. In the event of cheque paid to us by you being returned by your bank or stopped a fee will be levied to you account of £10 + VAT (£11.75). Please also see under Section C below relating to non-cancellation of Standing Order.

**TV LICENSE:** A television is not normally included as part of a tenancy. However you are responsible for purchasing a TV License for any set at the property, whether provided by the Landlord or by yourself.

**INSURANCE OF YOUR PERSONAL BELONGINGS:** The Landlord's Contents Insurance will NOT cover your personal belongings. It is your responsibility within the terms of the tenancy agreement to arrange adequate Tenants insurance cover for any items you bring into the property. We require evidence that you have such adequate insurance cover prior to occupation. We can provide this cover for you on the day if you have not already arranged cover, but keys will not be released without adequate proof of insurance.

**KEY ATTENDANCE:** For properties where we are instructed as Managing Agents, we hold a set of keys for the property. In the event that you lock yourself out of the property and you need us to attend to provide you with access, we will do so as soon as a member of staff is available, however there will be an attendance charge of £45.00 + VAT (£52.87) during office hours and £65.00 + VAT (£76.37) outside of office hours.

**STAMP DUTY LAND TAX:** Please note that Stamp Duty Land Tax may be payable to the Inland Revenue on certain Tenancy Agreements. If this is applicable the Tenant is responsible for completing the required form and paying the Stamp Duty Land Tax. **Further information can be obtained from Inland Revenue Helpline on 0845 603 0135 or at [www.inlandrevenue.gov.uk/so](http://www.inlandrevenue.gov.uk/so)**

**PROVISION OF TRANSLATOR SERVICES:** In the event that we are required to employ the services of a foreign language translator at any time prior to, during or after the Tenancy, in relation to any property-related communication with a Tenant who does not speak or understand the English language, the translator's fee will be payable by the Tenant.

## **C. FURTHER IMPORTANT INFORMATION**

**THE SECURITY DEPOSIT:** At the start of the Tenancy, you will be required to lodge an amount equivalent to one months rent plus £100, as security against any damage and disrepair not due to fair wear and tear.

**Please note that at no time can the Security Deposit monies be used for payment of rent. Please also note that interest is not payable on the Security Deposit monies.**

As required by the Housing Act 2004, all new tenancy deposits paid by a Tenant for an Assured Shorthold Tenancy must be safeguarded by a government authorised Scheme, which also provides a dispute resolution service to deal quickly and fairly with any disagreements which may arise between the Landlord and the Tenant about how much of the deposit should be returned to the Tenant.

Lawsons are members of the Tenancy Deposit Scheme which is administered by The Dispute Service Ltd. For all Assured Shorthold Tenancies where we are instructed by the Landlord to hold the Deposit, (as well as many which are not Assured Shorthold) we shall do so as Stakeholder under the terms of the Tenancy Deposit Scheme, the details of which will be provided to you.

The duty of the Stakeholder is to liaise with both the Landlord and the Tenant at the end of the Tenancy in relation to any claim the Landlord may have against the Security Deposit and ultimately to seek agreement from both parties as to the final apportionment. The Stakeholder is not allowed to release any deposit monies to either party until such time as both parties are in agreement. Whilst we can advise both parties on the fairness of any claim, we cannot take sides or arbitrarily settle the claim without agreement from both parties.

Where we are not instructed by the Landlord to Manage the property on his behalf, the deposit monies will be passed to the Landlord and in the case of an Assured Shorthold Tenancy he must advise you of the details of the Scheme under which he is safeguarding your deposit. He will also contact you directly at the end of the tenancy in relation to any amount he considers due to him from the deposit.

The way the deposit is to be held for your tenancy will be stated in the Tenancy Agreement.

Where we manage the property on behalf of the landlord we will carry out a Check Out at the end of your stay. The purpose of the check out is to ensure the professional negotiation between you and your landlord, to ensure the quick and safe return of your deposit. The charge for this check out is £55+vat (64.63).

**FUTURE RENT PAYMENTS:** Your Tenancy Agreement will state how future rent payments must be made. Unless specifically agreed otherwise, this will be by **one** Standing Order for each months rent, payable in advance. Please note that we cannot accept more than one Standing Order for each Property. Some sharer tenants (see Sharers below) open a joint bank account for the purpose of the rent payments.

We will provide you with a partially completed Standing Order Mandate which you must complete and send to your bank to set up the payment. The date for payment on the Mandate will usually be shown as three days before the due date to ensure that the payment is received on the due date in accordance with the terms of your Tenancy Agreement. At the end of your tenancy you must cancel your standing order mandate. If we receive any further payments of rent from yourself that need to be returned to you, you will be charged an administration fee of £10 + VAT (£11.75) for each payment we receive and return. *Please also see Rent Arrears under Section B above.*

**GUARANTOR:** A guarantor is someone prepared to undertake responsibility for the full amount of the rent should the tenant be unable to do so at any time during the tenancy and also for any breach of the tenancy terms. The guarantor must co-sign the tenancy agreement and allow references to be taken on them.

It is important to note that where the tenants are “sharers” who have joint and several responsibility under the terms of the tenancy agreement (see below), the guarantor cannot restrict his responsibility to a *share* of the rent, he/she is effectively required to undertake to stand for all of the tenants and the full rental figure. Therefore in the case of sharers one guarantor will suffice.

**SHARERS:** Individuals renting a property together (“sharers”) must all be named on the tenancy agreement as tenants. Under the terms of the tenancy agreement sharers have “joint and several” liability which places equal responsibility on all for adhering to the terms and conditions of the tenancy agreement and makes each and every one of them responsible for the full amount of the rent. This means that should one tenant default in their rental payment, the other tenants are liable and responsible for the outstanding balance.

Equally, in the case of damage to the property, if damage is caused by one tenant, the other tenants are deemed equally responsible when deductions are made from the security deposit (see later). Any disputes between sharing tenants relating to the security deposit are the sole responsibility of the tenants to resolve and the landlord or his agent cannot act as mediators in such disputes.

The joint and several liability also applies to the termination of a tenancy, one sharer wishing to end a tenancy (provided there is provision to do so within the terms of the tenancy agreement) is deemed to be doing so on behalf of all the tenants.

**CABLE OR SATELLITE:** Cable or satellite television installations are not normally included in rented accommodation and in leasehold properties there are often prohibitions to these. You must seek permission from the landlord if you wish to install cable or erect a satellite dish, but this may not be granted.

**PETS:** Animals are not normally allowed in rented accommodation. If you wish to keep any pet, you must advise us as special permission will need to be sought. If permission is granted, you may be required to provide an additional deposit as security against any related damage. Flea infestations commonly lie dormant and do not reappear until many months later, and in many cases the previous occupier was completely unaware of any problem.

For this reason any person wishing to keep a cat or a dog in a rented property will be charged a pet fee of £75. This will be held to cover against any future infestations that may appear after you have vacated.

**GUESTS STAYING:** Whilst it is expected that tenants may wish to have occasional guests to stay for short periods, please be aware that long term or multiple guests may constitute a breach of your tenancy agreement.

**SMOKING:** Generally smoking is strictly prohibited in any rented property unless specific permission is granted which must be detailed in the tenancy agreement.

**ACCESS:** The Landlord and/or his agent or appointed contractor will require access to the property from time to time during the tenancy. There will be a clause to this effect in your tenancy agreement. However the infringement on your privacy will always be kept to the minimum possible and, unless it is an emergency, you will be given prior notice.

## TENANT RESPONSIBILITIES

During your tenancy you are responsible for the upkeep and maintenance of the property and you will be expected to take reasonable care of the property and its contents. You should not abuse the property or infringe upon the peaceful enjoyment of the neighbourhood.

The following are some of the tenant responsibilities which will be included in the terms of your tenancy agreement.

- Changing fuses, light bulbs, tap washers, batteries (if applicable) and replacing broken glass.
- Keeping the property sufficiently ventilated to ensure condensation does not build up in problem areas.
- Keeping drains and guttering free of obstruction.
- Maintaining the garden (if any) in a tidy condition in accordance with the terms of the tenancy agreement
- Protecting the property by ensuring that windows and doors are always securely locked when the property is unattended and any burglar alarm is set.
- Taking the necessary steps to prevent freezing of the water and heating systems.
- Not allowing rubbish to accumulate thereby avoiding any possible infestation and health hazard.
- Reporting to the landlord or his managing agent any problems that may arise so action can be taken to minimise the damage. Failure to do so may result in your being charged for the subsequent repair.
- Notifying the landlord or his managing agent if you are going to be absent from the property for long periods at a time, ie more than 14 or 21 days.
- In leasehold properties the tenant is also bound to the rules of the Head Lease or Residents Association.

**Maintenance:** All maintenance problems should be reported to the landlord or his representative (you will be advised who this is at the start of the tenancy). Any routine maintenance to the systems and appliances within the property is usually the responsibility of the landlord. However if any damage is caused by negligence or improper use rather than 'wear and tear', the cost of any resultant repair or replacement will be your responsibility. Routine maintenance and care of appliances may avoid unnecessary costs for yourself or the landlord, eg:

- Vacuum Cleaner – check bag and hose for blockages
- Radiators – regularly bleed to remove air blockages
- Washing Machine – check filters are cleaned regularly
- Dishwasher – ensure rinse aid and salt are topped up

## LANDLORD LEGAL OBLIGATIONS

There are a number of requirements placed on the Landlords of residential property before they grant occupation of their property. Where these apply, your Landlord will have already made the necessary arrangements. For your information these are briefly outlined below.

### CONSENTS / RIGHT TO LET

Before entering into any agreement to let a property the Landlord must check whether there are any restrictions to doing so and whether consent needs to be obtained from:

**Superior Landlord/Freeholder.** If the property is held on a lease the Landlord must ensure that his lease permits him to sub-let and that he is granted consent to do so. In some cases the freeholder may require you to enter into a Deed of Covenant

**Mortgage Provider.** In most cases where a property is subject to a bank loan or mortgage, permission will be required from the lender before the property can be let. If mortgage consent is not obtained, the Tenancy may be deemed unlawful which gives the lender the right to take possession of the property.

**Insurers.** Most insurance policies require notification if the property is to be let. Remember however that you are responsible for insuring your own belongings which you introduce into the property.

### LANDLORD REPAIRING OBLIGATIONS

Section 11 of the Landlord and Tenant Act 1985 as amended by Section 116 of the Housing Act 1988 places an obligation on Landlords to keep in repair and proper working order the installations for the supply of water, gas, electricity and sanitation including basins, sinks, baths and sanitary conveniences and the installations of space heating and heating of water.

### OVERSEAS LANDLORDS TAX

In accordance with the Finance Act 1995, unless exemption applies, Agents or Tenants paying rent directly to Landlords resident overseas are required to first deduct tax at the basic rate from rental monies net of expenses and to pay these monies to the Inland Revenue quarterly and at the end of the tax year. Please note that if the Landlord lives abroad and you pay your rent directly into his account you should satisfy yourself that you are not liable for any tax that may be levied against the rental

income. *Further information can be obtained from: The Inland Revenue Centre for Non Residents' Helpline on 0151 472 6208*

## **SAFETY REGULATIONS**

### **The Furniture And Furnishings (Fire) (Safety) Regulations 1988 as amended In 1993**

All upholstered furniture, soft furnishings, permanent or loose fittings, beds, mattresses, pillows and cushions supplied to a property by a Landlord and forming part of a letting must comply with these Regulations which aim to improve safety by requiring all furniture and furnishing in rented property to pass "cigarette/match/ignitability tests". Most new furniture is required to carry a label to show that it complies and furniture manufactured since 1 March 1989 or sold by a retailer after 1 March 1990 will comply.

*Further information can be obtained from:*

*Department of Trade & Industry on 020 7215 0367 or at [www.dti.gov.uk/access/furniture/intro.htm](http://www.dti.gov.uk/access/furniture/intro.htm)*

### **The Gas Safety (Installation And Use) Regulations 1998**

Landlords are responsible for ensuring that gas appliances and pipework in tenanted premises are maintained in good order and in a safe condition so as to prevent risk or injury to any person. The Regulations require that the appliances and pipework are checked for safety by a CORGI qualified gas engineer prior to the commencement of a Tenancy and every 12 months thereafter. A record of the safety check must be supplied to each Tenant and a copy kept by the Landlord and/or his managing Agent for at least two years. It is illegal to allow a tenant to take occupation of a property without a current safety record.

*Further information can be obtained from CORGI on 01256 372200 or at [www.corgi-gas.com](http://www.corgi-gas.com) and also from the Health & Safety Executive Gas Safety Advice Line on 0800 300363 or at [www.hse.gov.uk/gas](http://www.hse.gov.uk/gas)*

### **The Electrical Equipment (Safety) Regulations 1994**

These Regulations impose an obligation on the Landlord to ensure that all electrical wiring and appliances in the property are 'safe' and will not cause 'danger'. Electrical appliances must carry a 'CE' mark and instruction books or clear working instructions must be provided for the Tenant. No specific time-scale is given, nor is there any requirement for inspections to be made by members of specific bodies, other than the person be competent. *Further information can be obtained from the DTI on 020 7215 1351*

### **The Building Regulations 1991 - Smoke Alarms**

These Regulations state that all properties built since June 1992 must be fitted with mains-operated interlinked smoke detectors/alarms on each floor. Whilst properties built before that date are not included under the requirement, it is recommended that properties to be let are fitted with smoke alarms and that these are regularly serviced.