



## Tenants Guide

### THE APPLICATION PROCESS

Where prospective tenants have viewed a rental property with Let Sell Property or the landlord directly via Let Sell Property office there is a process that must be followed. Firstly a holding deposit shall be payable to secure the property. This holding deposit is to show genuine interest in the property.

Holding deposit shall not be refunded should the tenant fail to provide necessary documents within the given time frame or the tenants decides not to rent the property for any reasons. It is important that the tenant/s provide all the necessary documents requested. Tenants are requested to read and agree to The Pre-tenancy Agreement before paying the holding deposit. Failure to abide by the Pre-Tenancy agreement may result in the Holding deposit confiscation.

Tenant should put forward an offer towards the property in writing or by email to the letting office. All offers to rent will be discussed with the Landlord. We will take the Landlords instruction as to which prospective tenant/s they wish to proceed with. All offers will be subject to contract, satisfactory references being obtained, and subject to the Right to Rent checks.

Please note Let Sell Property can only remove the property from the open market once the Landlord has agreed to proceed and instructed Let Sell Property accordingly to do so. Acceptance will also be dependent on Let Sell Property being in receipt of fully completed and signed application forms and payment of relevant Application Fees.

### IMPORTANT DOCUMENTATION

We will require evidence of the Tenant's and guarantor's identity before proceeding with the application. It is necessary to provide one of each primary and secondary identification as detailed below. One of these documents must be a photo I.D. (primary) and one must show the Tenant's address and be less than three months old (secondary). We reserve the right to carry out ongoing tenant monitoring. In order to process your tenancy as quickly and efficiently as possible we require any guarantors to the tenancy to attend our offices so that we can certify their photo identification prior to the commencement of the tenancy. Should this not be possible then we would be prepared to accept a copy of the guarantors certified photo identification. Your local bank, solicitor or post office should be able to certify your identification for a small fee. Where you are unable to attend our offices and a fee is levied for certifying your identification, you agree that you will bear this cost.

### **Primary**

- Full Valid Passport
- Valid HM Forces ID Card
- Driving Licence (with photo ID)

### **Secondary**

- Original utility bill. Or original council tax bill
- Original mortgage statement for the year just ended
- Firearm or shotgun certificate
- Original bank statement for current account

If any Tenants are self employed, a qualified Accountant will need to provide to the referencing company, income figures from the last two years' audited accounts. Where this is not available then Tenants will be required to provide a Guarantor or pay the rent for the full tenancy term in advance unless agreed otherwise. There may be certain circumstances other than this where the referencing company have requested a guarantor.

Once all fully completed paperwork has been received, Let Sell Property will then instruct a clearing company to initiate credit checks and references via the various sources outlined below on all prospective Tenants

### **Guarantors (if applicable)**

If a Guarantor is required please provide Let Sell Property with the relevant information as soon as possible and a specific application form for the Guarantor themselves will be issued. The Guarantor will need to complete this documentation and be referenced in the same way as the Tenants. Prior to or at the latest on the commencement date of the tenancy, Guarantors must sign the relevant Tenancy Agreement, a separate guarantors declaration and provide Let Sell Property with photographic ID, (either a passport or photo driving licence) and a current utility bill. Guarantor/s will need to be present at the relevant Let Sell Property Office to sign all relevant completion paperwork either prior to the date of completion or by no later than the day of completion itself. If the Guarantor has not fulfilled their obligations in the time frames specified above this will result in the Tenants being unable to collect keys and move in on the agreed date of completion. Where the move-in date is delayed due to late arrival of documentation from Guarantors or Tenants themselves, then the Tenants will still be liable to pay the rent from the original date of completion.

### **REFERENCES**

References are taken up on all prospective Tenants in order to satisfy Landlords that their Property is likely to be well looked after and that the Rent will be paid on time. These will include a credit check and, as appropriate, references from an employer, an accountant, a solicitor, and a previous Landlord. For company lets we will review the company's trading position. If insufficient information has been obtained it may be necessary to nominate a Guarantor who will act as security for the term of the Tenancy Agreement. The Guarantor must be a UK

based Property owner or employed by UK based firm earning 3 times the rent (criteria may vary). Guarantor will be referenced in the same way as the proposed Tenant. Each prospective Guarantor is liable to pay a documentation charge as outlined on the first page of this guide. In some cases, it may be appropriate to ask that all the Rent is paid at the start of the Tenancy. The Tenant's references will be forwarded to our client – the Landlord. The references are the property of the Landlord and will not be disclosed to the applicants under any circumstances.

### **What is a Right To Rent Check**

Let Sell Property/ Landlords are legally obliged to carry out the appropriate checks on all tenants under the Right to Rent Act which came into force on 1st February 2016 and was introduced as part of the Immigration Act 2014 by the government. You will be required to provide certain documents before your application is processed. This does not only apply to overseas tenants who require a Visa to live in the UK. It is also a requirement for UK and European Union members. All occupiers over the age of 18 are required to be joint tenants and must read and sign these terms of business individually and comply with this legislation. This document must be completed and signed on the last page by all prospective tenants and returned to the office processing your rental offer. Along with these signed terms, you must supply the office with your original passport and proof of residence (which will need to be a utility bill showing you living at your previous address) if you are coming to the UK from outside the EU then you must supply the office with your original Visa that must be valid for the term of the tenancy. If you are from within the UK or EU then you must supply your original passport and a copy of your proof of residence from your current property which will need to be in the form of a utility bill. On occasion the referencing company may ask you for additional information to complete the referencing process. If you cannot get to the office initially colour copies can be scanned and sent to the lettings office with the signed terms of business, only on the basis that original documents having been seen and witnessed in the lettings office with the holder present no longer than 28 days prior to the commencement of the tenancy. Keys will not be issued if these terms are not complied with. If you are a UK citizen and you do not have a passport then you must supply your original photo driving licence and birth certificate. (both documents will need to be supplied) If you are unable to supply these documents then you will need to discuss with the lettings office, who will be able to advise if any other proof of residency can be accepted. An application Form for referencing and credit check purposes will need to be completed in full and signed by each individual prospective tenant over the age of 18. If there are individuals (children of 16 years or over but not yet 18 that will be occupying the property you will need to supply Let Sell Property office with their date of birth and passport or birth certificate.) Further right to rent checks may be applicable in certain circumstances for any tenancy that is renewed or extended from the initial tenancy term during your occupancy. These checks will be carried out either by the referencing company or Let Sell Property.

For any company tenancies it will be the company who is the tenant and as such the company named as the tenant will be responsible for carrying out the Right To Rent Checks in line with the legislation for any occupant over the age of 18. The Landlord or their agent will take no responsibility for the company's failure to comply with the legislation the company will reimburse any costs that may be incurred on the Landlord/Let Sell Property for their own failure to carry out the appropriate Right To Rent Checks on any occupier.

## **INITIAL CHARGES**

Let Sell Property are unable to process an application for a Tenancy until all forms have been properly completed and all relevant Application Fees paid by the Tenants as outlined below:

### **Application Fees**

2 Weeks of rent up to 3 applicants (Entire property) £150.00 per Applicant for room Lets

At any time during the application process should the Tenants decide not to proceed any further or they fail our referencing procedure, the Application Fees are not refundable. Additional Guarantor £100.00 Additional tenant £50.00

### **Inventory Fee**

On a 'Managed' property Let Sell Property Inventory Clerks compile a comprehensive Inventory (Condition Report). This is a critical document, which protects the interests of both Tenants and Landlord's alike. The Tenant's contribution towards this is £90 (NO VAT) for 1 or 2 or 3 bedroom property and £150 (NO VAT) for properties with 4 bedrooms or more. This fee is paid just prior to move in. On 'Let only' Tenancies Let Sell Property will only make a charge in this respect if they have in fact compiled the Inventory upon the Landlord's request. Where the Landlord prepares their own Inventory or instructs a third party to do so then Let Sell Property will not make a charge to the Tenants although the Landlord or their nominated representative may do so.

### **Legal Fees**

Let Sell Property charge tenants a legal fee of £90 (NO VAT) per tenancy to prepare all legal documents, (included in application fee for first tenancy,) which is paid just prior to move in. This fee will be charged again should the tenants extend beyond their original tenancy term, for another fixed term or periodic tenancy.

### **Check Out**

Fee On a 'Managed' property, Let Sell Property personnel will conduct a 'Check Out' at the property upon expiry of the Tenancy and assist in dealing with any

subsequent issues. The Tenant's contribution towards the costs involved is £60 (no vat) and is payable just prior to move in.

### **Guarantor's Fee**

Where a Guarantor is required there is a charge of £150 (no vat) per Guarantor, which is paid following receipt of tenants referencing when the Guarantor completes the relevant application form. In the event of the Tenancy not being finalised for any reason or the replies to the references proving unsatisfactory, Guarantors charges are not refundable as they represent a contribution towards the related time and costs involved for Let Sell Property to process the application.

### **Other Fees**

Landlord Reference: £50.00 per reference request or confirmation of accommodation.

Lost Key £30.00

Amendment to contract during tenancy £75.00

If the tenant is Locked out of property between 9:00 to 6:00 a charge £50.00 to give access

After 6:00 pm £100.00

Rent collection service £20.00

Contract Termination before expiry: 10% annual rent plus any charges incurred to find replacement tenant and daily rate until new tenant found.

### **Dilapidation Deposit (Managed Tenancies)**

Tenants will be required to lodge a Dilapidation Deposit request with Let Sell Property. This is retained to compensate the Landlord should any damage occur to the property during a Tenancy that is deemed to be beyond 'fair wear and tear'. Clear definitions of fair wear & tear are contained on page 9 of this document. Let Sell Property are members of the TDS (Tenancy Deposit Scheme) and DPS. Deposits are held in a client account and are formally registered with the TDS. Interest is not payable on deposits held. Please refer to the prescribed information form on Tenancy Agreement for full details on how a dilapidation deposit is protected under this scheme. This deposit is fully refundable at the termination of the tenancy providing no damage has occurred beyond fair wear & tear, the property is left in an acceptable condition and there are no outstanding charges to be deducted. Following completion of the 'Check Out', if issues arise, Let Sell Property will assist in trying to resolve any disputes

between Landlord and Tenants. However where an amicable resolution cannot be secured Let Sell Property will then forward the matter on to the TDS (Tenancy Deposit Scheme) or DPS to adjudicate.

### **Dilapidation Deposit (Let Only Tenancies)**

Where the Landlord is managing the property themselves, Let Sell Property will initially accept the Dilapidation Deposit from the Tenants on the Landlord's behalf. The Landlord then has the option of nominating Let Sell Property to hold the Dilapidation Deposit on their behalf, which would be processed in line with TDS (Tenancy Deposit Scheme) guidelines for non-managed properties. Should the Landlord choose to nominate their own scheme provider such as My Deposits or DPS (Deposit Protection Service), the Landlord is required to supply Let Sell Property with the name of the scheme provider and relevant registration number. Once received Let Sell Property will forward the funds onto the Landlord who is then responsible for formally registering the deposit with their chosen scheme provider. Let Sell Property hold no responsibility for deposits, which are not lodged with their own scheme provider.

## **TENANCY AGREEMENTS**

It is important that the Tenant reads their Tenancy Agreement carefully and ensures they understand all the clauses in it. Anything the Tenant does not understand can be explained by us or, should the Tenant wish to take independent advice, a Solicitor.

### **SIGNING THE TENANCY AGREEMENT, EXCHANGE AND COMPLETION**

The Landlord signs one copy of the Tenancy Agreement and all Tenants and Guarantors sign a duplicate copy. Each page needs to be initialled and dated in the appropriate place by all persons named as Tenants or Guarantors.

To ensure that the Tenancy Agreement is legally enforceable, all dates on the Tenancy Agreement must be no later than the Start Date of the Tenancy.

The Tenancy Agreement refers to a schedule of documents including, as appropriate, mortgage, insurers and head lease requirements for occupancy. In the case of renewals, as these should have been attached to the previous Tenancy Agreement, additional copies will not be sent unless the Tenant's Landlord has advised us of any changes, or if they are provided for the first time.

The signed documents must then be returned to us, before the Start Date, to enable us to execute the Tenancy Agreement.

When the Tenancy Agreements have been exchanged we will send the Tenant's signed Agreement to the Landlord and we will send the Landlord's signed Agreement to the Tenant.

You accept a Tenancy is created, and a binding contract exists between the Tenant and the Landlord, at the point the Tenancy Agreement is completed (being the point at which the Tenancy Agreement has been “exchanged” and the landlord or we have completed the checks required by the Immigration Act 2014 and verified that each Prospective Tenant has a “Right To Rent” in the UK).

Let Sell Property is not and cannot be a party to the Tenancy Agreement which is a contract between the Tenant and the Landlord. It must be understood that Let Sell property has no responsibility for either party meeting their obligations to the other party.

## DURING A TENANCY

### **Payment of rent ('Managed' tenancies)**

Let Sell Property will collect the first month's rent from Tenants just prior to move in along with the Dilapidation Deposit and all other relevant charges as outlined within these Terms of Business. Thereafter from month 2 onwards Standing Orders will have been set up to process rental payments automatically to Let Sell Property.

### **Payment of rent ('Let Only' tenancies)**

Let Sell Property will collect the first month's rent from Tenants just prior to move in along with the Dilapidation Deposit and all other relevant charges as outlined within these Terms of Business. As far as the second month's payment is concerned, a Standing Order will be set up to process a rental payment from the Tenant's bank/building society account directly to Let Sell Property but only for that one month. Let Sell Property will deduct any balance of their fees along with other relevant charges and disbursements incurred by the Landlord in setting up the Tenancy from the second month's rental payment. Any rent remaining will then be forwarded onto the Landlord concerned. A further Standing Order will be set up, which will come into effect from the third month onwards and this will then automatically process regular payments of rent directly between the Tenants and Landlord on a month by month basis until expiry of the Tenancy.

**Tenants are strongly advised to contact their banks/building societies 7 days prior to rent due date to ensure adequate facilities have been put in place. It is the Tenant's responsibility to ensure that their bank/building society has accepted the relevant Standing Order instructions and that regular rental payments will be made on the pre-agreed dates.**

Requests for rent to be paid on a monthly basis in cash will not be encouraged either for Managed or Let Only tenancies. However, if this proves unavoidable then there will be an additional monthly charge to process rental payments in this way. Relevant charges in this regard have already been confirmed previously on page 3 of these Terms of Business.



**Upon termination of a Managed or Let Only tenancy, it is the Tenant's responsibility to cancel their Standing Order arrangements otherwise rental payments could continue to be processed as previously agreed. Banks and building societies will not accept instructions from letting agents to cancel these instructions on a Tenant's behalf. Therefore Let Sell Property cannot be held responsible if further rental payments are processed after termination of the tenancy.**

On managed tenancies, where Tenants fail to cancel their Standing Order arrangements and expect Let Sell Property to process refunds for overpaid rent then a charge will be imposed on the Tenants concerned of £25 (NO VAT) for each monthly rental payment being repaid. This will be deducted from the overpaid rent before any remaining balance due is refunded back to the Tenants.

On Let Only tenancies if rent has been overpaid, Tenants must liaise directly with their Landlord to recover these funds. Let Sell Property accept no responsibility in this regard as rental payments during a tenancy will have been processed automatically between Tenant and Landlord.

**Tenant's Responsibilities** - In circumstances where more than one Tenant is listed on a Tenancy Agreement they will all be jointly and severally liable for the total rent and not be responsible for just their own portion.

**Guarantor's Responsibilities** – Where a Guarantor is linked to a tenancy, in the event of non payment of rent they will be responsible for covering rental payments of all Tenants listed on the Tenancy Agreement and not just a proportion as all Tenants are jointly and severally liable for the total rental payment.

### **Periodic Visits (Applicable to managed properties only)**

Tenants should note that as part of Let Sell Property managed service they visit each relevant property on a periodic basis throughout a tenancy to report on its general condition. Tenants will be advised in writing with plenty of notice of when the visits will take place and our Inventory clerks will carry out the visits on the date and time confirmed. These will generally be during normal office hours and they will enter with their management keys. Should you have a dog then you will need to make arrangements to be present for the visit or arrange for your pet to be housed elsewhere on the date the visit is confirmed. If an appointment is confirmed with a Tenant but Let Sell Property personnel are then unable to gain access on the day and time confirmed, or they cannot enter with our management keys or there is a dog at the property and they cannot gain entrance a charge of £30.00 (no vat) will be made to the relevant Tenants. Any such payments that remain unpaid will be deducted from the Dilapidation Deposit at the end of the tenancy. Let Sell Property always try to be flexible and should tenants wish to cancel or re-arrange an appointment they must provide Let Sell Property with at least 24 hours notice in writing either by e-mail or by hand to Let Sell Property Office to avoid incurring any charge. Let Sell Property can accommodate one change to accommodate our tenants but should the visit



still not be confirmed after this then in line with the tenancy agreement terms we will enter with keys at a time previously advised. Let Sell Property personnel do not conduct property visits on let only tenancies, although Landlords who are managing the property themselves may conduct their own Periodic visits or nominate a representative to do so on their behalf.

### **Instruction Manuals**

Let sell Property are not responsible for the landlord's failure to supply adequate instruction manuals for heating systems or any other appliances. Equally, Let Sell Property are not legally obliged as agents to check that any systems of appliances are in full working order prior to a tenancy commencing. This is the responsibility of the landlord.

### **Utility Services**

During a tenancy term Tenants are responsible for associated costs relating to utility services including gas, electricity, water/sewage and council tax etc. Connection and disconnection of telephone supplies (but not the lines themselves) are also the Tenant's responsibility. Let Sell Property cannot be held responsible for any costs relating to a tenant's fuel consumption during a tenancy in relation to power, heating and hot water.

### **Agents Let & Managed boards**

Let Sell Property will continue to retain either a Let By board (on let only tenancies) or Let & Managed By board (unmanaged tenancies) at the property throughout the term of the tenancy.

### **Additional Occupants**

Under no circumstances should Tenants allow other individuals to permanently reside in the property. Only those individuals listed on the Tenancy Agreement or other permitted occupiers agreed by the Landlord or Agent if applicable are legally entitled to live at the property. Failure to comply will mean that the Tenants will be in breach of their legal obligations and could see their tenancy terminated

### **Dealing with repairs & general maintenance issues**

Should any maintenance issues arise during a tenancy then they should be reported immediately.

Where Let Sell Property are managing the property their dedicated Property Maintenance Team can be contacted on 02083964000 or via e-mail to [info@letsellproperty.co.uk](mailto:info@letsellproperty.co.uk)

If appointments are confirmed with a Tenant for contractors to visit the relevant property to deal with a repair but upon arrival they cannot gain access as agreed, Let Sell Property will be charged an aborted call out fee of £60 (no vat) by the contractors concerned. This cost will be passed on to the Tenants and deducted from the Dilapidation Deposit before any balance due is returned to the Tenants at the end of their tenancy.

On 'let only' tenancies Tenants should make contact with the Landlord directly. Let Sell Property do not deal with maintenance issues on 'let only' tenancies.

On both managed & let only tenancies, Tenants should report issues immediately as instructed above. Under no circumstances should Tenants defer doing so until just prior to expiry of their tenancy.

During a tenancy it is the Tenant's responsibility to maintain appliances to an acceptable level.

Should malfunctions occur as a result of neglect, misuse or failure to report a fault immediately then the Tenants could be responsible for the full repair cost of such equipment or full replacement costs of like for like equipment if it is deemed to be beyond reasonable repair.

Following completion of a new tenancy, if Tenants do not move into the property immediately they are still responsible for maintaining it to reasonable standards.

This includes ensuring the property is adequately secured, heated and ventilated. This is particularly relevant during periods when Tenants are away from the property (for example on holiday) or during extreme weather conditions. In such cases problems such as burst pipes are not uncommon. Therefore it is the Tenant's responsibility to ensure an adequate temperature is maintained during cold spells and vacant periods. Under no circumstances should boilers or heating systems be shut down during a tenancy during cold spells unless initiated in an emergency by an authorised contractor. If Tenants fail to take all reasonable steps to ensure the property concerned is appropriately maintained throughout their tenancy then they could be liable for any repair costs relating to any unnecessary damage that may be caused.

## **GUIDELINES FOR SHARED TENANCIES**

### **TENANT RESPONSIBILITIES**

When considering applying to take a Tenancy with other sharers it is important to understand the obligations the Tenant and their fellow occupants will be entering into. This guide highlights some of the issues that will need to be considered:

The Tenancy Agreement will make each sharer jointly and individually responsible for all of the Tenants' conditions set out in the Tenancy Agreement.

A guarantor guaranteeing a sharer tenant will also be responsible for all of the tenants conditions set out in the tenancy agreement on a joint and several basis.

All parties to the Tenancy Agreement will have these responsibilities even if they leave the property before the end of the Tenancy term.

Rent must be paid under one banker's standing order unless otherwise agreed. Any Rent not paid is the responsibility of all sharers.

At the end of the Tenancy the Inventory will be checked and all of the Tenants will be responsible for any dilapidations even if they as individuals did not cause the dilapidations. Only when all Rent for the full term and any properly agreed compensation for any dilapidations has been accounted for will any of the deposit monies held be disbursed.

The named Lead Tenant will act on behalf of all other tenants in agreeing any deductions from the deposit and confirming how any deposit balance is to be disbursed between the tenants.

The Tenant must supply information about the relationships between each occupant to enable the Landlord to assess whether the Tenancy being created will result in a House in Multiple Occupation (HMO)

## **HOUSES IN MULTIPLE OCCUPATION**

The Housing Act 2004 re-defined Houses in Multiple Occupation (HMOs).

The purpose of this Guide is to give Tenants a brief explanation of HMOs and how the new legislation may affect their tenancy.

Firstly, The Act is good news for Tenants in that it is concerned with ensuring that properties are fit for occupation and are free from hazards to their health and safety.

A House in Multiple Occupation or HMO is: -

A house or flat which has more than 2 people who form two or more households living in it, (a household is a single person, people of the same family either by blood, marriage, adoption or some other recognised criteria (e.g. fostering) so for example three unrelated occupants are three households

AND

Where the households are sharing basic amenities such as:-

- toilets
- bathroom or washing facilities
- cooking facilities

Even if the individual flat within a property is not an HMO, a building in its entirety can be a House in Multiple Occupation or HMO if:-

The building has been converted into self contained flats where the conversion does not conform to the 1991 Building Regulations or of which less than two thirds of the flats are owner occupied. Owner Occupiers are:-

- Freeholders, and their family;
- Lease holders of more than 21 years and their family.

Note that a Purpose Built Blocks of Flats is not an HMO but an individual flat within a converted block of flats may be an HMO depending upon the occupants.

## **TENANT RESPONSIBILITIES**

In 1954, Lord Denning ruled that there is an obligation on every residential Tenant to treat the Property in a “Tenant-like manner”. This means that the Tenant must take proper care of the Property; must, if going away for the winter, turn off all the taps and arrange for the tank to be drained; must clean chimneys when necessary; must unstop the sink when it is blocked; must mend electrical fuses and change electric light bulbs when necessary.

In short, the Tenant must do the little jobs about the Property that the reasonable Tenant would do. In addition, the Tenant must not damage the Property wilfully or negligently, and must see that family or guests do not damage it. If they do the Tenant must bear the cost.

The Tenant’s full responsibilities are set out in the Tenancy Agreement.

## **TENANT RESPONSIBILITIES IN A HMO**

Being a Tenant brings with it responsibilities to the Landlord and the Property the Tenant is renting. The Housing Act (2004) specifically states that:-

“Every occupier must conduct himself in a way that will not hinder or frustrate the manager of the HMO.”

This means that:-

- The Tenant must provide information about the relationships between each occupant in the Property to enable the Landlord to assess whether the Tenancy being created will result in an HMO (see “What is an HMO”)
- The Tenant must respect the number of occupants allowed by the Tenancy Agreement and not allow any others to occupy the Property
- The Tenant must co-operate with the Landlord and Local Authority inspectors when they are carrying out an HMO assessment
- The Tenant must co-operate and allow the Landlord at reasonable times to enter the Property to carry out the repairs following any improvement order, or any other HMO duty
- The Tenant must comply with all reasonable instructions regarding the prevention of fire and use of fire equipment

## **WHAT IF TENANTS BREACH THE ACT?**

Section 234 of the Act makes it a criminal offence for an occupier to frustrate the manager of an HMO in exercising his duties under these regulations. The offence carries a fine of up to £5,000.

## **FURTHER INFORMATION**

If Tenants have concerns about health and safety in the Property they are renting they should initially contact the Landlord's Managing Agent.

## **LEADING UP TO THE END OF A TENANCY**

The following information outlines Tenant's obligations in terms of what needs to be dealt with prior to the last day of their tenancy.

**1. Post** – It is imperative that Tenants arrange to have their post re-directed. This can be done at a local post office or more information is available online at [www.royalmail.com](http://www.royalmail.com).

**2. Telephone** – If a telephone service is in operation at the property, tenants must arrange for such a service to be taken out of their name/s upon expiry of the tenancy. However they should not cancel the line itself (only the number) as the Landlord will charge Tenants for any reconnection. Telephone suppliers will not take instructions from a third party such as Let Sell Property, and Tenants must arrange to settle their final bill before departing the property. If Tenants change the phone line from BT to another supplier, BT may charge for rewiring of the phone connections within the property. Therefore it is the Tenant's responsibility to ensure that all sockets are brought back in line with BT's system otherwise Tenants will be charged by the Landlord for doing so.

**3. Utilities** – With 'let only' tenancies, on the day of the 'Check Out', Tenants are advised to read their meters and provide these readings to the relevant utility provider's i.e Gas, Electricity & Water. Landlords should also take their own readings and liaise with the utility companies concerned. On 'Managed' tenancies, Let Sell Property are normally present at a 'Check Out' and as part of their Check Out procedure they will retrieve up to date meter readings and then provide this information to the relevant utility suppliers. However Tenants are advised to retain their own records of the meter readings just before they finally leave the property at the end of their tenancy. In all circumstances Tenants will be invoiced up to the date of their departure or to the end of the contractual term of the Tenancy unless a new Tenant has moved in on a separate Tenancy Agreement beforehand. Tenants must provide the relevant utility companies and Let Sell Property with their forwarding addresses so that final bills can be sent on accordingly.

**4. Council Tax** – On 'Let Only' Tenancies, Tenants must contact their local council to inform them that they will no longer be living at the relevant address. Let Sell Property will advise the local authority of such changes on 'Managed' Tenancies.

**5. Sky Television and/or Internet suppliers.** – Tenants need to contact the relevant companies concerned to arrange disconnection. If a Sky dish has been installed then Tenants will need to read the terms of their contract with the supplier and arrange disconnection. Tenants are required to make good any damage made during installation or removal of the relevant equipment, which may include repairing any holes. 6. Utility Switch – If, during their tenancy, Tenants have changed utility suppliers (only with the Landlord's permission), it will be the Tenant's responsibility to have the original supplier reinstated, unless advised otherwise by the Landlord. Let Sell Property will not be responsible for dealing with this on a Tenant's behalf.

**7. TV Licence** - If Tenants have paid a TV licence fee for a full year and are moving home before this period expires, they may be entitled to a partial refund. More information is available on-line at [www.tvlicencing.co.uk](http://www.tvlicencing.co.uk)

**8. Cancelling Standing Orders** – It is the Tenant's responsibility to provide instructions to their bank/building society for cancellation of any Standing Orders that relate specifically to their rental payments. Banks/building societies will not accept such instructions from Let Sell Property to do so.

**9. Insurance** - Where relevant it is the Tenant's responsibility to transfer their own insurance for contents and accidental damage to the landlord's fixtures & fittings onto their new rental property. This should become effective on the day following expiry of the tenancy, even though Let Sell Property may not be involved in sourcing your new rental property.

#### **Check Out Procedures (Managed tenancies)**

If Let sell Property are 'managing' the property they will, on the last day of a tenancy have a representative present to conduct a 'Check Out'. The condition of the property will be checked against the original Inventory (Condition Report) together with any notes made from Periodic Inspections that were carried out during the tenancy.

As covered previously within this document on a 'Managed' property the Tenant's contribution towards the costs involved of Let Sell Property staff attending the 'Check Out' at the end of the tenancy and dealing with any subsequent issues is £60 inc vat. This is payable just prior to commencement of the tenancy.

Let Sell Property personnel will record relevant notes at the initial 'Check-In', during periodic visits and at the final 'Check Out' to prevent unfair charges being imposed on the Tenants. However Tenants will become liable for any repairs to, or replacement of items deemed to be beyond fair wear and tear that appears different at the 'Check Out' to those recorded at 'Check In'.

If managed properties are not handed back in acceptable condition by Tenants in line with their initial 'Check In' Inventory (Condition Report) or properties are not clear for inspection on the pre-agreed date that then results in Let Sell Property personnel having to conduct a further inspection, Tenants will be

charged an additional £30 inc vat. This will be deducted from the Dilapidation Deposit prior to any balance due being sent back to the Tenant/s.

### **Check out Procedures**

All Tenants are required to be present at the 'Check Out' regardless of whether it is a 'managed' or 'let only' tenancy. Failure to attend will render any final Condition Reports prepared by Landlords, their representatives or Let Sell Property as acceptable.

Please be advised that Tenants are unable to re-enter the property following the 'Check Out' or after the last day of the tenancy (if different). Most Tenancy Agreements require that Tenants are charged for any damage incurred beyond fair wear & tear including stains on carpets, holes in walls, excessive chips on the skirting boards etc. or when moving furniture back to its original positions. A summary containing the definition of fair wear & tear is attached within this document.

Where damage is deemed to be beyond fair wear & tear, the Landlord can make a claim against the Tenants.

Charges fall into three categories: cleaning, missing items or damaged items.

**It is imperative that Tenants try and minimise or avoid completely the risk of any such liability in this regard. For the avoidance of doubt the following points outline their obligations as Tenants in this regard.**

1. If Tenants have a pet or pets, special attention needs to be paid to cleaning and removal of related odours. Tenants should refer to their Tenancy Agreement to see what special conditions, if any, were agreed regarding this at commencement of the Tenancy. Tenants must also ensure that the property has been fumigated prior to departure. This is not to say that a pet is unclean but all animals no matter how clean are sometimes liable to infestation. Copies of receipts for fumigation must be provided to the Inventory Clerk or Landlord's representative where relevant at 'Check Out'.

2. Tenants should remove all their personal belongings and leave sufficient time for cleaning so that the 'Check Out' inspection can be carried out on the last day of the tenancy. As explained previously within these Terms of Business if Let Sell Property manage the property and it is not handed back in acceptable condition by Tenants in line with their initial 'Check In' Inventory (Condition Report) or properties are not clear for inspection on the pre-agreed date, that then results in Let Sell Property personnel having to conduct a further inspection the Tenants will be charged an additional £30 inc vat

3. Prior to 'Check Out', the property should be cleaned to the same specification as at the 'Check In'. In accordance with the Inventory this may include the professional cleaning of all bed-linen, carpets, curtains and windows. For the



avoidance of doubt any professional clean should be to hotel standard. The only exception to this is that where carpets and curtains were either new or had been professionally cleaned prior to the tenancy commencing then it will automatically be a requirement that the Tenants have the same professionally cleaned at termination. Where relevant, receipts for the cleaning in this regard should be provided to the Inventory Clerk or landlord's representative at the 'Check Out'.

4. Tenants must also ensure that all utilities are paid up to date prior to 'Check Out' and forwarding addresses given to all utility boards.

5. Any damage made to walls with picture hooks etc. need to be made good. Tenants should refer to their Tenancy Agreement to be sure of what was agreed. If permission was not sought prior to commencement of the tenancy to initiate specific works then the Tenants could be liable for redecoration costs. Tenants must ensure that any redecorations carried out do not leave the walls appearing patchy.

6. Fridges and Freezers should be left empty, fully clean and defrosted and then be turned off leaving the doors open. Special attention should be paid to ovens, hobs and extractor hoods in the kitchen and all lime-scale removed from the bathroom.

7. Where relevant, the garden should also be left clean and tidy and any rubbish removed otherwise Tenants will be charged for the removal of anything beyond normal household waste.

8. All furniture should be returned to its original positions otherwise charges can be claimed for moving them back.

9. Defective bulbs should be replaced otherwise Tenants will be charged for those that are not working. They will also be liable for any charges imposed by contractors who are instructed to replace defective bulbs following expiry of a tenancy, which should have been dealt with by the Tenants prior to vacating. This is regardless of the position of the lights concerned.

10. Where applicable if Tenants have stored any items in a garage either adjoining the property or in a separate block in a garden shed or loft space, these items must be removed otherwise Tenants will be charged by any third party who is instructed either by Let Sell Property or the Landlord to remove the goods. Any charges relating to this will be deducted from the Dilapidation Deposit before any remaining funds are returned to the Tenants.

12. All keys that were issued to Tenants upon commencement of their tenancy should be returned to Let Sell Property (on managed tenancies) or to the landlords directly (on let only tenancies). If Tenants do not return all of the keys then they may be charged for the locks to be changed or for additional keys to be cut. This will include window keys, padlocks or internal door keys. Tenants

should refer to the signed photocopy of the key schedule that was provided at the initial 'Check In'.

13. If Tenants have changed locks during a tenancy without the appropriate consent then they may be charged for a further lock change.

## DEFINITION OF FAIR WEAR AND TEAR

<p><b>Holes made by using screws/raw plugs and nails:</b> Use proper picture hooks and pins when putting up pictures and get written permission from the Landlord. Prior to vacating Tenants must arrange for any holes to be filled. Ensure that the same paint as is already on the walls or ceilings is used otherwise Tenants are liable for any redecoration costs. Never put any holes in tiled surfaces nor leave redecorated walls patchy.</p>
<p><b>Marks left by sticky tape and Blutac:</b> Always use a lightweight cork notice board and fix with a picture hook and pin. Seek permission from the Landlord if in doubt. Be careful when putting up party or festive decorations.</p>
<p><b>Heavy rubs, marks and scuffs:</b> Do not let marks on walls, doors and skirting boards build up. Instead wherever possible remove straight away. Be careful when moving furniture and do not let items constantly rub against a wall. Torn wallpaper should be repaired and food and drink stains removed immediately.</p>
<p><b>Black marks above radiators:</b> Drying wet or damp items on top of radiators creates marks. If there is no tumble dryer in the property please ensure that a drying frame is purchased and windows opened when drying clothes to avoid condensation damage.</p>
<p><b>Movement of furniture:</b> Be careful when moving furniture around as any damage incurred will be the responsibility of Tenants.</p>
<p><b>Movement of Landlord's fixtures &amp; fittings:</b> Always put Landlord's fixtures and fittings back in their original places prior to the end of the tenancy or they may be missed during the 'Check Out'. If the Landlord removes or adds anything during the tenancy, get them to provide written confirmation of this. Try and replace any missing / damaged goods with new items that are exactly the same or resemble the original items. Anything that breaks which was initially described as cracked or broken on the original Inventory should not be the Tenant's responsibility.</p>
<p><b>Ground in dirt:</b> On 'managed' tenancies the Inventory Clerks will be able to ascertain if carpets or other flooring have been vacuumed / cleaned periodically. Always vacuum carpets on a regular basis and have them professionally steam cleaned where required. Sweep and mop/polish tiled, linoleum or wood flooring.</p>
<p><b>Maintenance of linen:</b> Leave all linen in the same state and condition as at the start of the tenancy. If the linen was clean and ironed at the commencement of the tenancy and it is not clean and ironed at the end of the tenancy Tenants will be charged for laundering (washing and ironing). Neatly fold up linen and leave it in linen cupboards or on top of the bed. If Tenants do not intend to use the linen ask the Landlord to remove it before the commencement of a tenancy (make sure it is recorded). The linen may become musty whilst being stored and Tenants could be asked to pay for it to be cleaned even though they did not use it.</p>
<p><b>Maintenance of mattresses:</b> Always use mattress protectors. Tenants could be charged to replace mattresses if stained at check out. Ensure that you turn mattress over to check on a periodic basis.</p>
<p><b>Burns, tears, and stains:</b> Such issues are considered to be beyond fair wear and tear. Therefore Tenants may be charged for full replacement value or a proportion depending on the circumstances.</p>
<p><b>Light bulbs:</b> Tenants will be charged for the replacement of light bulbs that are no longer working. Use the right wattage of light bulb in light fittings and if you are unsure ask the Landlord. Tenants must refit any light bulbs not working or the agent may charge for replacement costs and installation.</p>
<p><b>Broken/Faulty items:</b> If Tenants do not report to the Landlord/Agent in writing those items that no longer work or become damaged during a tenancy, they can be charged for any damage, repair or replacement costs depending on the circumstances.</p>
<p><b>Lime scale:</b> Do not let lime scale build up on bathroom and kitchen fittings. If Tenants do not attend to such issues, they will be charged for the costs of a 3<sup>rd</sup> party contractor to deal with this. <b>Do not use bath oil in Jacuzzis.</b></p>
<p><b>Condensation damage:</b> Condensation is often caused by wet clothes being dried in a property without suitable ventilation being in operation such as opening a window or using an extractor fan. In such circumstances Tenants could be liable for any related repair costs for rectifying dampness caused as a result of inadequate ventilation.</p>
<p><b>Garden:</b> Tenants must ensure that they regularly weed and cut the grass in the garden, where applicable. If neglected throughout a tenancy this can be costly to rectify at the end of the tenancy and Tenants will be held liable for any related costs. If Tenants erect children's play equipment/sheds in the garden they should be aware that they may be responsible for re-turfing damaged areas of grass at the end of their tenancy.</p>

**Garages & garden sheds:** Where personal belongings are stored in garages or garden sheds they must be removed by Tenants at the end of a tenancy otherwise they will be charged for any related costs to remove such items. In these circumstances the items would be removed by a 3<sup>rd</sup> party contractor and Tenants cannot expect their personal effects stored in these areas beyond their tenancy term to be returned to them.

**Appliance Manuals & Remote Controls:** Tenants must ensure that where appliance manuals or remote controls are provided that they are looked after throughout the tenancy and remain in situ at the property upon expiry of the tenancy. Failure to comply could see Tenants charged for any replacements required.

**Keys:** A list of keys to the property should be provided at the 'Check In' including any garage remote controls. All keys issued at commencement of the tenancy must be returned upon 'check out' at the end of the tenancy. Tenants will be charged for any replacements required, new locks and/or key cutting both during and at the end of a tenancy. As explained previously if Tenants have changed locks without the appropriate consent during a tenancy they may be charged for any replacement locks required.

### **RETURN OF DILAPIDATION DEPOSIT (Managed tenancies)**

Assuming that there are not any issues arising following the 'Check Out' or charges outstanding, Let Sell Property will arrange for the Dilapidation Deposit to be returned to the Tenants, subject to receiving written confirmation from both Landlord and Tenants to do so.

Where there are multiple Tenants Let Sell Property will require written confirmation from every Tenant as it is likely that each of them will be entitled to receive a share of the Dilapidation Deposit being returned.

Should disputes arise following the 'Check Out' Let Sell Property will assist with related negotiations between Landlord and Tenants. Once any related disputes have been resolved, should it be deemed that the Tenants are liable for any damage etc. beyond fair wear & tear then the relevant costs involved will be deducted from the Dilapidation Deposit. This will be subject to Let Sell Property having received written acceptance from both Tenants and Landlord. Any funds remaining after such deductions will then be returned to the Tenants.

Generally if the property is well maintained by the Tenants throughout the tenancy and is left clean and in good condition at the end of the tenancy then the final negotiations regarding the return of the deposit should be relatively straightforward. **However if following negotiations both parties fail to reach a suitable compromise regarding settlement then Let Sell Property will refer the case on to the Tenancy Deposit Scheme whose independent panel will review all relevant paperwork and then make a final decision on the level of compensation to be awarded, if any.**

Where a case is passed on to the TDS (Tenancy Deposit Scheme) it is

difficult to predict how long the matter will take to resolve as much will depend of the extent of the problems being investigated.

### **RETURN OF DILAPIDATION DEPOSIT (Let Only tenancies)**

Tenants will need to make an appointment directly with their Landlord or their representatives to initiate a 'Check Out' on the final day of the tenancy. It is for this reason that Let sell Property advise Tenants to retain a copy of the original Inventory (Condition Report) that should have been prepared just prior to the 'Check In' at commencement of the tenancy.

If Let Sell Property have lodged the Dilapidation Deposit on the Landlord's behalf they will provide the Tenants with details of the relevant scheme provider.

Let Sell Property will not undertake any negotiations between Landlord and Tenants regarding Dilapidation Deposits or repairs on 'Let only' tenancies.

Once Let Sell Property receive written confirmation from both Landlord and Tenants that negotiations have been resolved and the agreed amount/s to be retained by the landlord and/or returned to the Tenants then Let Sell Property will initiate the return of the relevant funds less any outstanding charges.

If Let Sell Property have not lodged the Dilapidation Deposit on behalf of the Landlord they will take no active role in resolving disputes, dealing with related repairs or arranging for the return of the Dilapidation Deposit. Such negotiations must take place directly between Landlord, Tenants and the relevant Deposit Scheme provider.

### **PAYMENT OF OUTSTANDING CHARGES**

**If any charges have been incurred by the Tenants leading up to, during and after the tenancy that relate to the property concerned or there is rent outstanding then such costs will be deducted from the Dilapidation Deposit prior to any remaining funds being released back to the Tenants.**

**Change of Utility Meters to pre payment - All tenants are advised that they are not permitted to change currently installed meters for utilities to Pre-payment meters. Should the meters be changed during a tenancy then there will be a £60.00 (no Vat) Charge withheld from the deposit for the admin involved in transferring back the meter and £100 will be held back until proof is provided that there is not an outstanding debt on a pre-payment meter. Any outstanding charges in this instance will be deducted from the deposit. There is charge will also be made if the charging keys/cards are not left at the property on the check out.**

## **DATA PROTECTION NOTICE – HOW WE PROTECT YOUR PERSONAL DATA**

### **Introduction**

Please make sure that you read and understand this Data Protection Notice as it explains to you what we will do with the information that you give us.

During the application process, it is highly likely that we will need both personal and sensitive data about yourself and anyone else who is involved with the same application.

### **The Data Controller**

The Data Controller will be Let Sell Property Limited.

### **Protection of Your Personal Data**

The security of your personal information is very important to us. All personal information that you supply to us either in respect of yourself or other individuals in connection with your application will be treated in confidence by us and be held for the purpose of processing and administering your application.

This may involve the collection and processing of sensitive data (as defined in The Data Protection Act 1998) and if you complete an application form for a rented property via Let Sell Property, you will be giving your consent to such information being processed by us.

Your personal and sensitive data may also be shared with the underwriter of any related insurance products.

### **Inaccurate Data**

If you believe that we are holding inaccurate information about you, please contact the team responsible for administering your application and they will be happy to correct any errors.

### **Fraud Prevention Detection and Claims History**

If considered appropriate, in order to prevent and detect fraud we may at any time:

- \* Share information about you with other organisations and public bodies, including the police.
- \* Check and/or file your details with fraud prevention agencies and databases and if you give us false and inaccurate information and we suspect fraud, we will record this. We and other organisations may also search these agencies and databases to:
  - Help make decisions about the provision and administration of insurance, credit and related services for you and any other tenants, occupants or guarantors involved with your application.

- Trace debtors or beneficiaries, recover debt, and prevent fraud.
- Check your identity to prevent money laundering unless you furnish us with other satisfactory proof of identity.
- Undertake credit searches, references and additional fraud searches where considered necessary.

**Correspondence**

All correspondence sent from Let Sell Property to include all legal documents and updates will be sent to you electronically. Please confirm in writing should you wish to receive this via post.