

managemyletting
PROPERTY LETTINGS & MANAGEMENT



Tenants Handbook

INFORMATION FOR TENANTS

Welcome to Manage My Letting and we look forward to working with you ! We enclose some information which we hope will be of help for you.

COSTS FOR PROSPECTIVE TENANTS

OUR CHARGES ARE AS FOLLOWS:

INITIAL CHARGES:

THE APPLICATION FEE, THE CREDIT SEARCH, REFERENCING SERVICE AND TENANCY PACK NOW STAND AT:

1 ADULT	£75
FOR EVERY ADDITIONAL ADULT	£50
GUARANTOR	£50
TENANCY RENEWAL	£25
TENANCY HOLD OVER PERIODIC TENANCY	£25
TENANCY EXTENSION	£25
DAMAGE NEGLECT REPAIRS CALL OUT FEES	COST

ALL CHEQUES ARE TO BE MADE PAYABLE TO Manage My Letting and the deposit and fee's can be combined.

** Please note that once accepted the fees for checking, should your references and credit search be deemed to be unacceptable to the landlord no refund of the admin fees will be made.

CREDIT REFERENCING

A full credit search will be performed on all applicants once the property has been offered to them. This will include checking for adverse credit, electoral roll information and will also check both landlord and job references.

REFERENCES

Two written references will need to be provided by each tenant to secure a property. The first reference must be from the place of work, stating the job description, the length of service and salary. The second from either an existing Landlord/Agent confirming the present tenancy arrangements, and the fact that they are satisfied with everything. If you currently own your own house and are in the process of selling a property, a letter from the Solicitor acting for the sale of property etc confirming both the sale and any expected equity etc. Failing this, a reference from a person of social standing, i.e. doctor, policeman, vicar, headmaster etc may suffice.

SELF-EMPLOYED

A reference must be supplied from an accountant who handles the business accounts, stating that the business is financially sound and also confirming how long he has been of service to you and that he feels that you are in a suitable financial situation to support the monthly rental. Should an accountants reference not be available then we will need to see bank statements and proof of income for the six months prior to the tenancy start date. In some circumstances an increased deposit and/or several months' payment in advance may be required.

COUNTY COURT JUDGEMENTS AND RENT GUARANTOR

In the event of someone having a County Court Judgement or Bankruptcy Order etc, a guarantor must be provided. This takes the form of a written letter from the guarantor stating they are able and willing to pay the rent should it be necessary. The credit search is then performed on the guarantor also, so name, date of birth etc is needed for the guarantor as well. There will be an additional fee of £50 to cover the additional credit search. The guarantor will also have to provide necessary financial references to show their ability to support the rent if need be. We cannot guarantee any Landlord's willingness to accept a tenant under these circumstances.

RENT PAYMENTS

Rent is to be paid by standing order each month except the first months' rental which is required as cleared funds before any keys can be exchanged. During the tenancy in the event of any dishonoured cheques or recalled standing orders a charge of £20 plus vat will be payable by the tenant to cover our bank charges.

SAFETY

We try to ensure that all of our properties are kept and maintained to a high standard. We advise our Landlords on the various safety requirements and every effort is made to ensure that the appliances and heating systems are functioning properly and the furnishings if any meet the legal requirements.

INSURANCE

We strongly recommend that tenants take out limited contents insurance to include accidental damage that will cover the landlords fixtures, fittings and belonging so that in the event of any damage etc this can be used as opposed to having any deductions from your deposit.

INVENTORY

You will be required to carefully check through an inventory issued to you at the commencement of the tenancy. This is most important as it will be used when checking you out of the property. This document will need to be signed. You will have the opportunity to check it through and make any alterations to it and are required to return it to the office within 10 days of moving in. Any alterations received after this point will not be considered and the original document will be deemed to be accepted as issued and that you agree to take responsibility for any damage or missing items not recorded.

TENANT RESPONSIBILITY

- payment of rent, council tax, utilities and other bills relating to the property (other than ground rent and maintenance for leasehold properties)
- not to damage the property, contents or fixtures and fittings
- not to allow anyone else to damage the property or contents
- to maintain the garden, if applicable
- to abide by the requirements of the head lease, if there is one
- to prevent pipes from becoming blocked
- not to allow water to overflow from baths, basins, sinks, showers etc.
- to allow access to the property for repairs or inspection
- to report any problems to the landlord or agent
- to forward any notices to the landlord, eg planning notices
- not to use the premises for commercial, illegal or immoral purposes
- not to create a nuisance to neighbours
- to remove all their belongings and effects at the end of the tenancy

ACTING IN A TENANT-LIKE MANNER

The obligation on the tenant to act in a tenant-like manner was summed up by Lord Denning in the case of *Warren v Keen* (1953) as follows:

"The tenant must take proper care of the place He must clean the windows. He must mend the electric light when it fuses. He must unblock the sink when it is blocked by his waste. In short he must do the little jobs about the place which a reasonable tenant would do. In addition, he must not damage the house, wilfully or negligently and he must see that his family and guests do not damage it. If they do he must repair it."

JOINT AND SEVERAL LIABILITY

It is important to remember that where two or more people enter into an obligation such as a guarantee together, joint and several liability means that the lender or creditor can recover the whole indebtedness from anyone of them. They are then left to sort out their respective contributions between themselves.

TENANCY AGREEMENT

Please take the time to read and understand the tenancy agreement. Once signed it forms a legally binding agreement. For example:

1. The garden will must be maintained throughout the tenancy and the property kept clean and tidy at all times.
2. Manage My Letting should be notified immediately of any maintenance required.
3. Should you wish to terminate your agreement at the end of the initial fixed term a minimum of one month's notice must be given in writing to Manage My Letting. Failing this the Assured Shorthold Tenancy will automatically change to a Statutory Periodic Tenancy at the expiration of the fixed term period. This means that the tenancy then becomes flexible with the tenant able to give one months notice from the calendar date of the tenancy and the landlord still has to give two months notice should they wish to have the property back again.

The end of the tenancy

You will need to arrange an appointment to meet at the property to hand back all keys and check over the inventory. If you are not able to make this then you must appoint a representative to act on your behalf to do so. At the end of the tenancy the deposit will be handed back once all the keys are returned and the inventory for the property has been checked off. In the case of any damage etc we will assume the role of a loss adjuster and will attempt to resolve the matter to both the landlords and the tenants satisfaction. However failing this either the landlord or the tenant have the right to ask the DPS to intervene to solve the problem. At this point the amount in dispute will be sent to the DPS whilst their investigations take place. The final amounts will then be decided by the DPS. This obviously can take several weeks before the final monies are decided and we will make every effort to sort the problem out prior to this happening.

What do I do if I want to leave the property?

Any notice we act upon must be in writing and is only effective from the day we receive the notice at our office.

If you wish to leave at the end of the first six months then we need to receive your written notice at least one month before the end of the term.

Whilst you are in a six month contract you can serve notice to the end of the contract (minimum notice is one calendar month).

Outside the six month contract period, you can submit notice of one calendar month to expire on the day before a rent payment day.

MAKING CHANGES

Redecoration

- You may wish to redecorate parts of the property during your tenancy.
- You must request permission before making any kind of changes to the property.
- We will usually ask you to submit a colour chart to our office indicating which rooms are to be painted in which colours, or call us with a description of the colour (neutral colours preferable). We will forward this to your Landlord for consideration.
- Most Landlords will understand that you may wish to decorate and grant permission subject to a satisfactory finish and neutral colours.
- If you do decorate then the quality of the decoration will be checked during your next routine inspection or at the final inspection after you have vacated.

General changes - PLEASE READ THIS CAREFULLY.

- We do understand that, in making your property your home, there may be various changes you wish to undertake to improve your enjoyment of the property (including decoration).
- Whatever you consider you must obtain written permission from ourselves before making any changes.
- Also, please be aware that the cost of any changes you make will not be off-set against rental payments nor dilapidation charges at the end of the tenancy.
- As mentioned above (unless by prior agreement) all changes agreed and implemented are for your enjoyment during the tenancy.

TENANTS REPAIR RESPONSIBILITY

You are responsible for:

- Internal decoration – permission from the landlord must be obtained before any decorating is undertaken
- Minor Repairs
- Maintenance of appliances and fittings installed by you that do not belong to the landlord

This includes:

- Altering doors for carpets (with the written consent of the landlord)
- Replacing lost and damaged keys (we will charge you for any loss or damage of keys or fobs)
- Repairing small plaster cracks
- The upkeep of the garden
- Replacing electric plugs fuses and light bulbs
- Plumbing in your own washing machine/dishwasher (if not provided)
- Replacing the toilet seat

MAINTENANCE

With any property old or new, invariably things can go wrong from time to time.

It may be anything from a problem with the hot water to a leak.

Whatever the problem call us immediately. We aim to resolve maintenance issues as soon as possible. Whatever the problem, we will have to consult with your Landlord in order to seek the best solution.

Please do not leave a problem. Report it immediately. We have an answer-phone in operation outside normal working hours so leave a message and we will call you back.

REPAIRS AND MAINTENANCE

Urgent Repairs - We will respond to an urgent repair within 3 working days

Routine Repairs - We will respond to routine repairs within 15 working days

Planned repairs - We will respond to planned repairs within 30 working days

During normal office hours 9am-5pm Monday-Friday please call Manage My Letting on 01625 611100. For more urgent enquiries out of office hours please call Andy on 07810 870717

PROPERTY INSPECTIONS

Regular inspections will take place approximately every 3 months throughout the tenancy. Access will be required during normal working hours Monday – Friday 9am-5pm. Should you not be available then we will arrange with you to bring a key. These give you the opportunity to discuss any problems you may have with the house or tenancy.

UTILITIES AND COUNCIL TAX

You will be required to advise the services and council tax when you move in of the meter readings and how you wish to pay your bill.

DEPOSIT

A deposit equal to 1 months rent will be required to secure the property. The money will be held in the DPS a government approved custodial tenancy deposit protection scheme and as such offers you protection and the right to challenge any deduction that you feel may be unfair.

Deposits will be transferred to the deposit protection service (The DPS)
The Pavillions, Bridgwater Road, Bristol, BS99 6AA.

The tenancy deposit protection as set out in the Housing Act 2004, requires that all agents/landlords protect their tenants deposits under a statutory tenancy deposit scheme. The DPS will safeguard the deposit throughout the period of the tenancy and repay the funds to the appropriate parties in accordance with their instructions at the end of the tenancy period. The DPS offers a free evidenced-based alternative dispute resolution (ADR) service to deal with disputes related to the tenancy deposit. In an event of a dispute, the landlord hereby gives consent to use the ADR service and agree to be bound by the adjudicators decision. The process is explained on www.depositprotection.com

TENANTS FREQUENTLY ASKED QUESTIONS (FAQ'S)

PRE-TENANCY

Do you have any properties that accept DSS applicants?

As an agency we do not discriminate against tenants for any reason however, some of our landlords are unable to accept DSS tenants due to restrictions imposed by their mortgage lender or insurance provider. This means that the availability to applicants in receipt of housing benefit varies from property to property. DSS applicants who are interested in any of the properties we have advertised should contact our office for further details.

When can I view the property?

Viewing arrangements vary from property to property however we endeavour to be as flexible as possible and are able to conduct viewings at evenings and weekends where necessary. We are, however, required to give incumbent tenants 24 hours notice of all viewings so it is advisable to book any appointments at least 1 day in advance.

How can I arrange a viewing?

The easiest way to arrange a viewing is to call our office on 01625 6111000. Or email us on rentals@managemyletting.co.uk

WHAT DO I DO IF I WANT TO RENT A PROPERTY?

How much deposit do I require?

The deposit required is always equal to one month's rent

What happens to my deposit if I decide I do not want the property anymore?

Should you fail to make this payment or decide not to proceed with the rental of this property, for any reason, then the administration fee will become the property of Manage My Letting to cover costs incurred.

How much is the application fee ?

There is an application fee of £75 for the first person and £50 for every additional person. This is non-refundable and must be paid before we will begin the referencing process.

What happens to my deposit if my application is not accepted?

If your application is not accepted then the full deposit paid will be returned to you by cheque, bank transfer or card refund. Please note that all administration and application fees are non-refundable.

What references do you require?

The sort of references we require is determined by the type of application. For example, a standard professional application would require an employment, previous landlord and character reference however for a student application we would accept a guarantor in place of an employment reference. Obviously requirements for DSS, self-employed, retired applicants and corporate lets are also tailored accordingly. The best advice is to complete the appropriate application form as fully as possible and one of our referencing team can then contact you directly if any further information is required.

Please be aware that all applicants will also be required to provide photographic proof of identification (such as a passport or driving licence) AND official confirmation of their National Insurance number.

How are my referees contacted?

Your referees will be contacted by e-mail where possible. If you are unable to provide an e-mail address then a written request will be sent by fax or post. Please be aware that we will not be able to move you into the property until all of your references have been received and confirmed with your landlord.

What happens at the move-in appointment and how long will it take?

Move-in appointments generally take approximately 30 minutes to complete. At this time you will be asked to sign a number of documents and pay rent for the coming month, after which time you will be given keys and can officially take up residence at the property.

What if I want extra things to be put in or taken out of the property?

All properties are accepted furnished as seen at the viewing - subject to the removal of any items belonging to the current tenants. The removal or addition of any further items will be at the discretion of your landlord.

DURING TENANCY

How do I pay my rent each month?

We require ALL rental payments to be made by standing order on the 1st of each month (you will be given a form to set up this payment at your move-in appointment – A standing order is an instruction from you to your bank requesting that payment be sent to our account on a specified date. Please be aware that we have no access to your account and therefore no control over these payments. Ensuring that your rent is paid in a timely fashion is entirely your responsibility. Payments which are received late or by any other method may be subject to further administration charges.

What happens if I over pay?

Overpayments will be refunded upon receipt of bank details, but may be subject to a £10 administration fee.

What happens if I do not pay my rent?

If your rent is not paid on time then you will be subject to a late payment administration fee of £25. Should we continue not to receive payment your Landlord may decide to issue Notice to Quit to regain possession of the property. They may also decide to take legal action against you to recover the monies owed which could affect your credit rating or result in an arrestment of your earnings. If you are having trouble paying your rent for any reason then it is ALWAYS advisable to contact us to discuss your options as early as possible in order to avoid the situation escalating to this level.

How do I report a repair?

Please call us on 01625 611100 or email us at info@managemylettings.co.uk

Who pays for repairs?

It is your landlords' responsibility to arrange and pay for standard maintenance and repairs which can be attributed to 'fair wear and tear'. However, as a tenant, you have a responsibility to ensure that any such issues are reported in a timely fashion and, should it be the professional opinion of our experienced contractors that the damage has been caused as a result of negligence or misuse, then payment for the repair will also become your responsibility.

Am I able to get Sky connected or cable installed?

The installation of a satellite dish or cable equipment is only permitted with the consent of your Landlord. There can also be building restrictions imposed by the council or development factors to consider. If your property does not already have satellite or cable

capability then you should ALWAYS contact our office for confirmation before proceeding with their installation. Should such equipment be installed without prior consent then you may be subject to charges for their removal and any repairs required as a result.

Am I allowed to decorate the property?

Redecoration of any sort is only permitted with the consent of your Landlord. Should you wish to undertake any such works please contact us with full details of your intended alterations and we will approach your landlord for permission.

How do I end my tenancy?

If you wish to end your tenancy, either at the conclusion of your initial 6 month term or at any point thereafter, then we require written notice of your intention a minimum of 1 month before your intended exit date. This notice must be signed by ALL parties named on the lease and will become effective 1 month from the date it arrives in our office.

What should I do if one of the tenants wants to move out but others want to stay?

We require written confirmation of this to be signed by ALL tenants. There are then 2 options open to those remaining:

- 1) Remaining tenants assume responsibility for full rental payment
- 2) Replacement tenant is found

Your preferred option should be detailed in the written confirmation and any new tenant must complete an application form and be fully referenced before moving into the property. The situation will then be confirmed with your Landlord and, subject to their approval, we will make arrangements for a new lease to be signed. However, please note that all originally named tenants will continue to be jointly and severally liable for the full rental payment and all other obligations of the lease until such time as a new one is signed.

What happens if I need to move out of the property before the end of my 6 month lease? Legally you can be held responsible for rental payments for the full 6 month term, whether you remain resident in the property or not. However, most landlords are prepared to consider a compromise and it may be possible to end the lease early by 'mutual consent'. It is always best to contact our office and seek further advice as soon as it becomes apparent that you need to move out.

POST-TENANCY

How do I get my deposit back?

If we are supplied with bank details your deposit will be returned by bank transfer. Alternatively a cheque can be sent to your forwarding address.

How long will it take to get my deposit back?

We endeavour to return all deposits within 14 working days of the exit inspection being conducted however, if there are works required then we are dependant on invoices being submitted by the relevant contractors which could cause the deposit return to be delayed.

Would you be able to give me a reference for my next property?

We are happy to provide, in good faith, a truthful account of your tenancy to either yourself or your prospective Landlord.

Branch opening hours are Monday-Friday 9am-5pm. We can be contacted on
01625 611100 or email us on info@managemyletting.co.uk

"out of office hours" please call Andy on 07810 870717 or Camilla 07780 903587