



Residential Lettings & Property Management

Guidance Notes for Tenants

Doc Ref: GNFT v5/August 2019

Looking for a suitable property

When you start looking for a home to rent, you should try to allow at least four to six weeks to find a suitable property. Arranging a tenancy can take approximately ten days or more, from the point of completing a tenancy application form to approved references for all occupiers, and then moving into a property on the tenancy commencement date. If the property is vacant, clean and fully compliant in accordance with current legislation, then it may be possible to move you in sooner.

At Mortimers our friendly team will always be on hand to help and advise you with any queries, you may have.

- **Kerry Coyne MARLA – Managing Director**
- **Kiera Barrow – Lettings Co-ordinator**
- **Nicole Boyt MARLA – Property Manager**
- **Claire Lloyd CRLM FARLA FNAEA – CEO**

Our office address is: -

**Suite 28, Midshires House
Smeaton Close
Aylesbury
Buckinghamshire
HP19 8HL**

Tel: 01296 398 555

Email: hello@mortimersaylesbury.co.uk

Your first step is to consider your requirements and priorities. The following are examples of the variables to be considered:

- The maximum rent you can afford to budget (affordability is calculated at 30 x the monthly rental figure)
- The type of property that suits your requirements i.e. house or apartment, unfurnished or furnished, garage or allocated parking, ground or first floor
- How long you are intending to rent for, long or short term
- Where you need to live, e.g. School catchment areas, work location, near family or friends, walking distance to the town centre or train station
- How long does the landlord wish to let the property – will they be looking to sell or move back into the property in 12 months

Viewing the property

Once you have carefully selected the properties you are interested in viewing, one of our lettings team will need to register your details onto our database, this will adhere with our privacy statement, which can be found on our website www.mortimersaylesbury.co.uk. When attending the viewing, which will be accompanied with a member of the team, you must consider all aspects of the property, particularly what fixtures and fittings are/are not included in the tenancy. Generally, the properties you view are “let as they are seen”, therefore, you cannot expect the Landlord to agree to any unreasonable changes in respect of the decoration or appliances, unless this has been negotiated and agreed, prior to your occupation.

Any discussions, correspondence or communication between us or the Landlord are expressly deemed to be ‘Subject to Contract’. Only when all negotiations have been agreed and confirmed in writing, will a tenancy agreement be drafted and then forwarded onto all the named Tenants/Occupiers for them to sign.

Right to Rent in the UK

The Right to Rent Scheme requires all landlords to check that all **Tenants** who occupy their properties have legal status to live in the **UK**. This means that before you can rent a home in England, a landlord or letting agent must undertake passport and immigration checks prior to you letting the property.

As your letting agent, we must: -

- Check an original item of identification (from a list of acceptable identification documents) to make sure you have a right to live in the UK legally
- Check the documents of any other adult occupiers aged 18 or older living at the property, even if they are not named on the tenancy agreement

- Make copies of the documents and securely store them throughout the tenancy and for at least one year afterwards
- Make follow up checks where identification is time-limited e.g. student visa
- Return original documents once we have finished the check
- Checks must always be carried out face to face with all prospective occupiers using original documents

For further information you can go to the Government's 'A short guide on right to rent' at www.gov.uk

Tenancy application

When you have chosen the property you wish to rent, we ask you to formally apply for the tenancy by paying us a 'Holding Fee' (per tenancy) in accordance with our Tenants Fees Schedule, equivalent to one week's rent. **NB. This fee will be withheld if any relevant person (including any Guarantor(s)) withdraw from the tenancy, fail a 'Right to Rent' check, provide materially significant false or misleading information, or fail to sign their tenancy agreement (and/or Deed of Guarantee) within 15 days (or other deadline for Agreement as mutually agreed in writing).** This is to reserve the property completing an 'Application Form'. This provides us with the details that we need to submit to our clients for consideration and will form the basis of the referencing procedure carried out by our nominated referencing company. All monies paid to Mortimers (Aylesbury) Limited will need to be paid by bank transfer only, using the bank details below.

Once we receive back the results of the references required to approve your application, we will report the results back to the landlord and request their authorisation to draw-up a draft Tenancy Agreement. Please note we cannot be held liable for your application being declined, due to a delay in your references being returned or information being disclosed which is false or untrue, which results in your application being declined and the property being put back onto the market for re-let.

Whilst we await a decision of your tenancy, we will discuss with you a provisional date and time you would like to move into the property. However, please note all arrangements are still 'Subject to Contract' at this stage.

Tenants Fees

From 1 June 2019, it is unlawful to charge a tenant for referencing fees or fees associated with drafting and executing a tenancy agreement or tenancy renewal, this is also extended to an inventory schedule of condition and the appointment to accompany a tenant in or out of the property. Please note that charges are lawful and will apply, in accordance with our Tenants Fees and Charges document for the following: -

- A change or early termination of a tenancy when requested by a tenant
- Utilities, communication services and Council Tax
- Payments arising from a default by the tenant where they have had to replace keys or a respective security device, or a charge for late rent payment (not exceeding 3% above the Bank of England base rate)

References

References are taken up on all prospective Tenant(s) and Guarantor(s) in order to satisfy the Landlord of your character, credit history, and ability to pay the rent on time. The references may include a credit check, references from your employer/accountant, your previous landlord or lender and a personal reference. For company tenancies we will review the company's trading position and accounts.

Should a Guarantor be required for your tenancy, he/she will need to be living in the UK, in full-time employment, and with a clean credit history.

Tenancy Agreement

The form of the Tenancy Agreement is designed to specifically cater for the circumstances of both you and the Landlord. It is extremely important that you read the Tenancy Agreement carefully and make sure you understand all the clauses contained within it; you should initially discuss it with one of our lettings staff. For any avoidance of doubt, we recommend that you seek independent legal advice from a Solicitor or The Citizens Advice Bureau to satisfy that you understand all aspects of the documents you are signing. If there is anything which you do not understand or would like clarified, please contact our office.

Signing the Tenancy Agreement

The Tenancy Agreement and Prescribed Information will be sent you via 'Signable', this will allow you to initial, sign and date all the documentation required prior to occupying the property. You will also receive as attachments a further copy of the following: -

- How to Rent Guide – The checklist for renting in England
- A valid Energy Performance Certificate
- A valid copy of the Gas Safety Report (if applicable)
- House in Multiple Occupation (HMO) licence (if applicable)

Once all parties have signed the Tenancy Agreement, we will date each copy and execute them. They will then be legally binding on all parties.

Stamp Duty

In some cases, you may be liable to pay Stamp Duty on your lease. You are therefore advised to contact HMRC Revenue & Customs to ascertain whether Stamp Duty is applicable to your tenancy. For more information, visit www.hmrc.gov.uk. You are responsible for arranging and paying any Stamp Duty that may apply.

Deposit

Your Deposit is usually equivalent to 5 weeks rent up to an annual rent of £50,000 and 6 weeks rent for an annual rent of £50,000 and over. This is usually held by Mortimers as 'Stakeholder' for the duration of your tenancy. If your Deposit is to be held by your Landlord, we will notify you of this. The Deposit is intended to be used to offset any costs required to remedy the failure of the tenant to fulfil the conditions of the Tenancy Agreement. Please note that in extreme cases it is possible that deductions due from the deposit may exceed the actual deposit amount. In these cases, you will be required to meet any shortfall.

Inventory & Schedule of Condition

In most cases, prior to the commencement of a tenancy, an Inventory 'Schedule of Condition' will be prepared to provide a detailed schedule of the contents and their condition, and the condition of the property. The Inventory is a very important document because it protects both you and your Landlord from disputes about these matters at the end of the tenancy. For helpful tips and Guidance visit www.tenancydepositscheme.co.uk

The costs for the preparation of the Inventory and Schedule of Condition, the property Check in & Property Check out appointment are borne by the Landlord. If the landlord chooses not to have these services, then you are advised to take your own evidence of the condition of the property on the tenancy commencement date, as evidence may be required at a later date against any disputes the Landlord may have in respect of seeking compensation against your deposit.

Check-in & Check-out

The Inventory and Schedule of Condition is reviewed at the beginning and at the end of the tenancy. Once you have agreed the contents of the Inventory, you will be asked to sign and return it.

During the check-out, any discrepancies against the original Inventory are noted, including discrepancies over the condition, cleanliness etc. A Check-out report will then be drawn-up and sent to us. It is important that you attend the check-out appointment, in order to discuss any possible discrepancies with the Inventory Clerk whilst at the property. Please refer to your Tenancy Agreement for all details pertaining to your deposit.

Initial Payment

The following payments must be received as cleared funds prior to your tenancy commencing:

- The first month's rental payment; plus
- Your Deposit

ACCOUNT NAME - **MORTIMERS (AYLESBURY) LTD LETTINGS CLIENT**
ACCOUNT NUMBER - **01165507**
SORT CODE - **30-90-77**

Please give your surname, or the first line of the address to be rented as a payment reference.

Ideally, payment should be made by Banker's Draft or direct credit transfer into Mortimers' account (e.g. CHAPS or BACS payment). Please bear in mind that often these types of 'electronic payments' may take a minimum of 5 working days to reach our account. Therefore, if you are in any doubt as to the best way to make these payments, please contact a member of our Lettings staff.

Bankers Drafts should be made payable to 'Mortimers (Aylesbury) Ltd'.

Unfortunately, we do not have the facility to take payment within the office or over the telephone.

Overall Responsibilities

You are required to take proper care of the property. This includes, for example, cleaning chimneys when necessary, unblocking the sink when it is blocked, replacing electrical fuses if required, changing electric light bulbs and general pest-control where necessary.

In addition, you must not damage the property wilfully or negligently, and you must ensure that family or guests do not damage it. If they do, you will be liable to bear the costs.

The above information is intended for brief guidance only. The Tenant's full responsibilities are set out in your Tenancy Agreement.

Rent Payments

After the initial payment, your rent MUST be paid by Standing Order. Due to the delay in our receiving your rent through 'electronic-payment', your payment date will be shown as up to three days before the relevant 'due date'. Please ensure that there are enough funds in your account on the day to meet the payment.

If any rent or other monies due are received late, your rental account will fall into arrears, which may cause you a potential problem when you come to purchase or re-let a property in the future. We have an open and transparent policy which requires us to complete all statements and references from third parties which include full disclosure of any arrears, for the duration of your tenancy.

Utilities

You are responsible for the payment of all utility companies' charges (for example gas, electricity, telephone council tax and water) during your tenancy. We outsource to a company 'The Tenant Shop' who can facilitate this on your behalf or you can opt out, on page 9. of this document. You must notify all the relevant utility companies of your contact details and meter-readings. You are also responsible to notify them of your departure at the end of the tenancy. If you have a television, you will require a TV licence. If you require any local parking permits, these are also your responsibility.

Council Tax

You are responsible for registering with the local authority Council Tax department for the duration of your tenancy. You are responsible for paying appropriate Council Tax for the period of your tenancy.

Insurance

In taking up a tenancy, you must have suitable contents insurance to include accidental damage to the landlord's furniture, fixtures and fittings in the property. This is known as Tenants Liability Insurance. You will be required to show proof of your Tenant Liability Insurance prior to the commencement of tenancy. Failure to do this will result in the commencement of tenancy being delayed until such time Tenant Liability Insurance is purchased and proof of purchase is provided to us.

Property Management & Maintenance

We will notify you when you start your tenancy who to contact with maintenance issues or problems. In some instances, this will be Mortimers, but on others it may be your Landlord or their nominated Contractors. We will always endeavour to deal with maintenance issues swiftly, but we may be limited by the Contractor availability. Please note that the Contractor will not enter the property with anyone under the age of 18, unless accompanied by an adult.

Managed Property Visits

Your Landlord may wish to ensure that the property is being kept in good order. In such circumstances, it will be necessary to arrange periodic property visits. You can opt to be present at such an appointment, if you would like to be. We always endeavour to arrange these visits well in advance to ensure you are put to the minimum inconvenience. We will make note and take photographic evidence of how the property is being looked after, a copy of the report is sent to both the Tenant and Landlord.

Tenancy Renewal

At the end of your initial period of tenancy, it is often possible to extend your tenancy if you so wish. Any such extension may include an annual increase in the rent payable. Should agreement be reached between both you and your Landlord to extend your tenancy, we will draw-up paperwork to confirm this.

If your rent has increased as part of the renewed agreement, please remember to amend your Standing Order mandate appropriately.

Any such proposal to extend/renew your tenancy remains 'Subject to Contract' until the necessary paperwork has been signed and executed.

Early Termination (Tenant's Request)

If you enter a tenancy, you are legally bound by its terms, including any fixed minimum period of tenancy shown. You should not have the expectation that you can change the length or terms of the tenancy.

However, in *rare* circumstances, Landlords *may* agree to a request to release you early from your tenancy. But this is solely at the landlord's discretion and will likely be subject to conditions which will be made clear to you. These conditions are likely to include paying rent until and continuing to pay utility bills until a new tenant moves in. These costs will be no more than the maximum amount of the rent outstanding on the tenancy.

If your Landlord agrees to your early termination of the tenancy, you will be responsible for the costs and charges incurred due to the early termination, and our fee of £50.00 including VAT which includes marketing, making necessary arrangements between tenancies and distributing the details. For absolute clarity – you should not have the expectation that you can leave a tenancy early.

Change of Sharer (Tenant's Request) - £50 (Inc. VAT) per replacement tenant or any reasonable costs if higher.

To cover costs associated with taking landlord's instructions, new tenant referencing and Right to Rent checks, deposit registration as well as the preparation and execution of new legal documents.

Variation of Contract (Tenants Request) - £50 (Inc. VAT) per agreed variation.

To cover the costs associated with taking instruction's as well as the preparation and execution of new legal documents.

Your responsibilities when vacating the property

At the end of your tenancy you must ensure that all your obligations are met, including making sure that rent and utilities charges are paid up to date. You must arrange for final meter-readings of electricity, gas, telephone and water (if applicable) and give the utilities companies a forwarding address for final accounts. You must also notify the Local Authority about Council Tax charges.

You must ensure that the property is left in a thoroughly clean and tidy condition. You must:

- return all items of fixtures/fittings to their original position as detailed in the Inventory;
- replace all broken/missing items to equivalent standards;
- return all keys, including duplicates, to us;
- arrange for the Post Office to redirect your mail;
- Pay all final utilities accounts and provide your forwarding address to the utility's companies and Council Tax department of the Local Authority.
- Ensure the garden is left maintained and in good condition for the time of year.

Failure to comply with these requirements will delay the return of your Deposit and result in deductions being made from it, including our charges for undertaking tasks which are your responsibility.

Please note that we do not forward any mail for tenants or hold it in our offices. If any mail addressed to you is delivered to the property after you have vacated it, it will be returned to sender.

Returning your Deposit to you

At the end of your tenancy, your Deposit will be returned to you (less any deductions agreed) once we have received the Check-out report and any queries arising have been resolved. This may take some time

particularly if quotes for work are required. You should not rely on your deposit being returned within a specific timescale (for example to make other payments).

Where Mortimers are holding your Deposit, we will liaise between you and your Landlord to establish if any deductions are necessary. Once we have written agreement from both Landlord and Tenant of any deductions to be made, the balance of Deposit will be sent to via an online transfer. At the end of your tenancy, please provide confirmation of the account details to which this transfer should be made. We cannot divide the Deposit into more than one payment.

Where Mortimers do not hold your Deposit, you will need to liaise directly with your Landlord to finalise the return of the Deposit.

If your Tenancy Agreement had provision to settle any deposit disputes via the 'Tenancy Deposit Scheme', this scheme will apply if agreement cannot be reached between Landlord and Tenant.

We hope you find the above information helpful in letting through our agency.

If you should have any further queries, please contact us on 01296 398555 or email: hello@mortimersaylesbury.co.uk

'Shared' Tenancies

Tenants' responsibilities

In some instances, a Landlord may accept an application for tenancy from sharers i.e. multiple occupants who are not a couple or a family. Sharers are jointly and severally liable for all aspects of the Tenant's responsibilities. This means that each Tenant is individually and completely responsible for all aspects of the tenancy, including rent payments. When considering entering a Tenancy with other sharers it is important to understand the obligations you and your fellow occupants will be entering. Here are some issues to note and consider:

- All parties to the Tenancy Agreement will have these responsibilities even if they leave the property before the Tenancy term, unless otherwise agreed in writing.
- Rent must be paid by one single Standing Order. Any rent not paid is the responsibility of all sharers.
- At the end of the Tenancy the Inventory will be checked and all the Tenants will be responsible for any deductions even if they themselves did not cause the damage.

As a Propertymark ARLA Licensed Agent, Mortimers (Aylesbury) LTD aims to provide the highest standards of service to all landlords and tenants, but to ensure that your interests are safeguarded, we offer the following:

Client Money Protection – protecting client money and professional indemnity

As part of our membership with Propertymark ARLA and The Property Ombudsman Code of Practice, we ensure the following is adhered to: -

- We hold separate and dedicated client account
- we hold client money protection insurance
- we hold professional indemnity insurance

This is to make sure that your money is protected, and our business is protected if it has to defend itself following a claim from a third party.

Internal Complaints Procedure

- If you believe you have a grievance, please telephone in the first instance to Kerry Coyne, only then if the matter cannot be resolved please write to the address below:

**Suite 28, Midshires House
Smeaton Close
Aylesbury
Buckinghamshire
HP19 8HL**

Tel: 01296 398 555

Email: hello@mortimersaylesbury.co.uk

- The grievance will be acknowledged within 3 working days and then investigated thoroughly in accordance with established 'in-house' procedures. A formal written outcome of the complaint will be sent to you within 21 days. If we require longer than this timescale, we will advise you in writing and confirm our revised response date.
- If you remain dissatisfied with the result of the internal investigation, please contact Claire Lloyd who will review the complaint. Email: claire@mortimersaylesbury.co.uk
- Following the conclusion of our in-house review we will write to you with a final written statement.
- If you are dissatisfied with the conclusion of the in-house review of the complaint, you can refer the matter to The Property Ombudsman (TPO) Milford House, 46 – 55 Milford Street, Salisbury, Wiltshire SP1 2BP

Your signature(s)

I confirm that I have been provided with a copy of Guidance Notes for Tenants (Doc Ref: GNFT v5/August 2019) and have read and understood the terms and charges laid out within the document. I understand and agree to pay the charges outlined in this document and in Mortimers advertised fees to Tenants document, when required.

Your signature(s):

Print name(s):

Date:

Mortimers Utilise a third-party company for utility account management. Your details will be passed to 'Tenant shop' for them to set up your account with the utility providers for your chosen property.

Please tick this box if you do wish to be contacted by our partner company (Tenant Shop) with quotes for tenant's contents insurance, utility deals including energy, TV, broadband packages.

(Note, you will be required to provide proof of your Tenant liability insurance policy before a tenancy can commence, no matter who the provider you opt to go with is)

Tenant Shop, 02035400580, Tenant Shop, 2nd & 3rd floor, 6/7 St Peters Hill, Grantham, Lincolnshire, NG31 6QB.

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Guidance Notes for Tenants – v.5 August 2019

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