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GL Tenancy Guide 06.19

## **TENANCY GUIDE**

This information covers the following:

1. APPLYING FOR A TENANCY
2. DURING THE TENANCY
3. AT THE END OF THE TENANCY
4. FEES AND CHARGES

**Please keep this Guide to hand during your tenancy for reference.**

### **1. APPLYING FOR A TENANCY**

**TENANCY:** The rental agreement offered is known as an Assured Shorthold Tenancy if the rent is £100,000 per annum or less. For rents over £100,000 per annum a “High Rent” (non AST) tenancy agreement will be used. For Company Tenants, we will use a Company Tenancy Agreement (non AST).

**HOLDING DEPOSIT PAYMENT:** If you wish to apply to rent a property, you will need to pay a deposit equivalent to one week’s rent. This payment will allow us to proceed with referencing and take the property off the market. In the event that the referencing company reports your references as being unsuitable, or you withdraw your application, or take an unreasonable amount of time to provide us with any information required to progress the tenancy, the deposit will be forfeited in order to cover costs including, but not limited to, the following: referencing costs, re-advertising the property, monies in lieu of rent owing to the property being reserved and unavailable to other potential tenants, preparing documents associated with the tenancy etc. The holding deposit is deducted from the first month’s rent when the tenancy commences

**REFERENCES:** Prior to the tenancy being offered, credit, employer, previous landlord and bank references may be obtained in respect of all tenants by professional referencing agencies acting on our behalf. Any offer of a Tenancy is strictly subject to satisfactory references being obtained and suitable for any rent protection insurance held by the landlord.

**PROOF OF IDENTITY:** You will be asked by the referencing agency for one form of Photo Identification (Passport or Driving License only) and proof of residency if you are a foreign national e.g. a residence permit or visa. As well as photo ID they also require proof of address, i.e. a utility bill or council tax bill in your name at the given address. A UK driving license does provide both photo ID and proof of address, provided the address shown and that given by you are the same. Companies are required to provide proof of Identity of the Director or Authorised Signatory, as well as proof of directorship or proof of authority to sign. Verification of identity in person will also be required at the time the tenancy commences.

Right to rent checks (to comply with Immigration Act requirements) require us to see copies of passports/ relevant visas and be verified in person at our offices.

## 2. DURING THE TENANCY

**PAYMENT OF RENT:** After the first rent payment, you will be required to set up a regular BANK TRANSFER/STANDING ORDER to pay the rent no later than the due date each month. In the event of the payment not being made on time, or being withdrawn, this could result in a record of late payment which could adversely affect this and future tenancies.

**CHECK IN PROCEDURE:** On moving into the property, you will normally be given a copy of an inventory/schedule of condition relating to your property. This should be checked thoroughly, and notes made regarding any additional damage, marks or inaccuracies, which should be reported to us within 48 hours.

**USEFUL INFORMATION NOTES.** Read any notes which the Landlord may have left. Particularly note what to do in the event of repairs. Read any instructions left and make sure you know how to operate appliances safely and efficiently.

**SERVICES** (Unless otherwise agreed,) - gas, electricity, water, telephone charges etc., are YOUR responsibility as well as any transfer or reconnection charges, deposits etc. You are also responsible for payment of the COUNCIL TAX and it is your responsibility to contact the relevant companies to take over the services and to request final accounts at the end of the tenancy

**KEYS / LOCKS/ ALARMS:** Unless it is an emergency, locks should not be changed or installed at the property without permission and if granted, the Agent/ Landlord must be provided with new sets of keys immediately. Any alarm code should not be changed without permission and if granted, details of the new code given to the Agent/Landlord immediately.

**GAS SAFETY CHECKS:** If there is gas at the property, it is a legal requirement that an annual safety check is carried out, and a copy of the report given to the Tenant. If you are not in possession of this at the start of the tenancy, please advise us immediately. If, during the course of an annual safety check/servicing you are advised of any remedial works which need to be carried out, YOU SHOULD NOTIFY US OR THE LANDLORD IMMEDIATELY. If you are worried about a smell of gas at any time, do not hesitate to call out the **GAS BOARD EMERGENCY SERVICE, telephone 0800 111 999, and** report your action to us with the outcome as soon as possible.

**UTILITIES** - You will be responsible for payment of gas, electric, telephone charges, council tax, television licence and water rate. If you change any suppliers or telephone numbers the Landlord may ask for these to be reinstated at the end of the tenancy. Once the tenancy commences, you will be responsible for taking meter readings and notifying the relevant utility companies. The following phone numbers are provided for your information but may not be relevant to your particular property:

ELECTRICITY SUPPLIER	0845 601 5467 (select option 1) (for information about supplier)
GAS SUPPLIER	0870 608 1524 (ditto)
THAMES WATER	0845 920 0888
BRITISH TELECOM	150
TELEVISION LICENSING	0870 850 1202
BEXLEY BOROUGH	0345 302 2317
BROMLEY BOROUGH	0845 1300 330
DARTFORD BOROUGH	01322 343434
GREENWICH BOROUGH	0208 854 8888
SEVENOAKS BOROUGH	01732 227000

**SMOKE ALARMS & CARBON MONOXIDE ALARMS:** These will have been checked as in working order at the start of the Tenancy. Tenants should re-test them as soon as the tenancy starts, and then re-test at regular intervals and replace batteries as necessary, for the sake of the tenants' own safety. Any defects should be reported to the Landlord or Managing Agent.

**INSURANCE:** Tenants are strongly advised to take out adequate insurance cover for their own possessions and any accidental damage to the landlord's property. Additional cover to protect rent payments in the event of loss of employment or illness may also be available. *Further details available on request.*

**REPAIRS:** Read any useful information notes which the landlord may have left to see if there are any particular contracts for the Central heating, washing machine or other appliances before calling someone out. (If the contractor finds nothing wrong, you may be charged for the call out). IF THE PROPERTY IS MANAGED BY THIS COMPANY, you should contact us first, unless there is an **emergency out of office hours**.

For all repairs such as plumbing, electrical and building problems, if we are MANAGING AGENTS, contact us first so that we can send a workman, unless the landlord has left you instructions to the contrary. If we are NOT managing the property, you will be informed at the start of the tenancy, and you should contact the landlord direct or his appointed representative.

Obviously, in the case of a plumbing or similar EMERGENCY, and you cannot contact us or the landlord, you are obliged to ensure that appropriate action is taken as quickly as possible to prevent damage to the property (or render the property uninhabitable). ANY DAMAGE TO THE PROPERTY OR ITS CONTENTS (caused either accidentally by yourself, your family, visitors or other third party) MUST BE REPORTED IMMEDIATELY and THE DAMAGE REPAIRED

**PROPERTY VISITS:** During the tenancy, periodic visits may be undertaken by us or the Landlord. If everything is in order, no further visits are made until the next due date, but we do reserve the right to increase the number of visits to ensure the property is being maintained in accordance with the requirements of your Tenancy Agreement. Our office will contact you in advance of the visit to give you plenty of notice. It is not necessary for you to be in attendance unless you specifically wish to be there. If we do not manage the property the landlord has the right to undertake regular visits but should make a proper appointment with you first. UNLESS THERE IS AN EMERGENCY or urgent need to gain access, we will not enter the property without advising you first. Any 'breaches' of the clauses in the tenancy agreement will be brought to your attention following our visit with suggestions as to any action felt necessary

**SHARERS:** It is important for sharers to understand that all parties to the tenancy agreement are JOINTLY AND SEVERALLY LIABLE for all rent and any liabilities arising from the Tenancy Agreement until they are paid in full. This liability extends to any Guarantors. In the case of sharers, it is recommended that a single spokesperson be appointed, to prevent misunderstandings and a monthly bank transfer set up for payment of the rent through **ONE** bank account.

**EARLY TERMINATION OR CHANGING TENANTS:** Strictly speaking, the legal tenants cannot escape their liabilities during the full period of the tenancy. In the event of sharing tenants wishing to change one or some of the occupants, (provided the Landlord is in agreement), it may be possible to accept a replacement, if the new tenant is able to comply with current referencing criteria (- *see also Tenants fees schedule*).

### 3. AT THE END OF THE TENANCY

**REFUNDING THE DEPOSIT** - The property will have to be inspected after you have vacated. As soon as the tenant and landlord have agreed any 'dilapidations' claim against the deposit, the refund can be made. The property should be returned in a no worse condition as when the tenancy commenced (allowing for length of tenancy and fair wear and tear). The deposit is refunded to the first named on the Tenancy Agreement.

The deposit refund is dealt with in accordance with the terms of the Tenancy Agreement (Please refer to the clauses in your Tenancy Agreement which deal with the Deposit).

**SERVICES** - Arrange for all meters to be read and termination accounts forwarded to you at your new address. Do NOT have any services disconnected unless you are requested to do so.

**RENT** - Do remember to cancel any STANDING ORDER or instructions to your bank for the rent after the final payment has been made. Payment of rent must not be stopped prior to the land payment, and the Deposit may not be used as a rental payment, as this would be in breach of the Tenancy Agreement.

#### 4. TENANT FEES SCHEDULE

##### **HOLDING DEPOSIT (per tenancy)**

**One week's rent.** This is to reserve a property. This 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 calendar days (or other Deadline for Agreement as mutually agreed in writing).

##### **SECURITY DEPOSIT (per tenancy. Rent under £50,000 per year)**

###### **Five weeks' rent.**

This covers damages or defaults on the part of the tenant during the tenancy.

##### **SECURITY DEPOSIT (per tenancy. Rent of £50,000 or over per year)**

###### **Six weeks' rent.**

This covers damages or defaults on the part of the tenant during the tenancy.

##### **UNPAID RENT**

Interest at 3% above the Bank of England Base Rate from Rent Due Date until paid in order to pursue non-payment of rent. This will not be levied until the rent is more than 14 days in arrears.

##### **LOST KEY(S) OR OTHER SECURITY DEVICE(S)**

Tenants are liable to the actual cost of replacing any lost key(s) or other security device(s). If the loss results in locks needing to be changed, the actual costs of a locksmith, new lock and replacement keys for the tenant, landlord any other persons requiring keys will be charged to the tenant. If extra costs are incurred there will be a charge of £15 per hour (inc. VAT) for the time taken replacing lost key(s) or other security device(s).

##### **VARIATION OF CONTRACT (Tenant's request)**

**£50 (inc. VAT) per agreed variation.** To cover the costs associated with taking landlord's instructions as well as the preparation and execution of new legal documents.

##### **CHANGE OF SHARER (Tenant's request)**

**£50 (inc. VAT) per replacement tenant or any reasonable costs incurred if higher.**

To cover the 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.

##### **EARLY TERMINATION (Tenant's request)**

Should the tenant wish to leave their contract early, they shall be liable to the landlord's costs in re-letting the property as well as all rent due under the tenancy until the start date of the replacement tenancy. These costs will be no more than the maximum amount of rent outstanding on the tenancy. *(Please see scale of charges for Landlords).*