



Email: lettings@charlesorlebar.co.uk
www.charlesorlebar.co.uk

TENANCY INFORMATION

These pages will answer the many questions you may have about the procedure involved in renting a property. Please read them carefully as they will help you make an informed decision.

ADMINISTRATION AND REFERENCES

Having decided that you would like to take the property we will need to interview you and submit references to assess your suitability as a tenant for the property.

Full references will be taken on all applicants. All persons over the age of 18 years of age looking to live at the property are required to sign the tenancy and will therefore be subject to references. These charges are non-refundable. Should references be refused for any reason, the property will be re-marketed and no refund will be given.

RESERVATION OF THE PROPERTY

In addition to the reference and administration charge a "Pre-Tenancy Deposit" is required to secure the property for a period of 14 days subject to you signing of our "Reservation Form" and its associated terms and conditions. This will require your signature when paying over references and reservation monies. These monies will ultimately contribute to the formal tenancy deposit assuming your references are successful and you sign the tenancy.

If the landlord refuses to let the property whilst the property is held for you your deposit will be refunded in full subject to the terms of the signed Reservation Form. References typically take approximately one week to be completed. Any extension to this period is typically caused by employers and your previous landlord/managing agent not acting promptly. We would recommend that you make a point of personally pursuing these replies.

Should you withdraw for any reason from the taking up tenancy once references have been accepted and check in proposed, your deposit will be returned less any costs associated with setting up your tenancy - typically condition report and marketing compensation (charged on a daily rate equivalent to the effective daily rental amount for the property).

In the event that additional tenants are added during the tenancy the charge for subsequent applicants will apply.

Reservation of the property for a longer period is subject to advance discussions and landlord's consent.

ADDITIONAL OCCUPANTS UNDER LICENCES

In certain circumstances additional occupants over 18 years of age can occupy the tenanted property under a licence; typically non working teenage children of the tenant family.

PETS

Not all landlords accept pets. Should you have a pet we will need to know the type, age and number in order to advise the landlord to gain their consent.

DSS

Not all landlords accept tenants who are supported by the DSS. This is because the authority pays rent in arrears and any rent paid is subject to a claw back in the event of fraud. However where a landlord will accept DSS or benefit payments a guarantor will be required.

SATELITES, TV ARIALS, TELEPHONE AND BROADBAND

Typically the property is provided without any of these services. Please do not assume that there is a service just because they have a phone socket, dish or aerial. Any installation or connection will require the landlords consent and any costs associated are payable by you the tenant.

KEYS

Only one front door key per tenant is available for each of our properties. Should you require further keys please advise us well before you take the property on so that the keys can be cut and tested in good time.

CONDITION REPORT

The law changed as from 6th April 2007 requiring that all tenancy deposits are held as part of a regulated scheme. These deposit schemes require the condition report and/or inventory to be part of the legal documentation of your tenancy.

Prior to moving a tenant into a property we carry out an Inventory and Condition Report. This is for the benefit of both you and the landlord. It represents a statement of condition and an inventory of items included within the tenancy at the point that you initiated tenancy. All subsequent periodic inspections and the all important check out are judged against this document. This is as important a document for you as it is for the landlord therefore it is in your interest that you go through it and sign it to confirm you have done so.

If you have subsequent amendments or added details these must be provided within 7 days of the start of tenancy.

The report details the cleanliness, condition and inventory room by room of appliances, flooring, walls, ceilings and any fixtures and fittings. It will also have a photocopy of all keys provided. This is then updated on inspection and finalised on Check Out. Photographs are included and maybe updated and added on inspection.

On check in we will run through the report with you and ask you to sign it. It is in your own interest to make sure the property is maintained and returned in the condition as provided, as any cost incurred to re-instate the property to an acceptable standard will be deducted from your deposit money and if there is insufficient funds you will be required to make up the shortfall.

The cost of generating the condition report and the final inspection will be shared between you the tenant and the landlord. All charges stated in these notes are applicable to the tenant.

TENANCY DEPOSIT

The deposit is your money and is recognised as such in law. Should you choose to rent from one of our managed landlords your deposit money is registered with "The Deposit Scheme" and held by us in a non-interest bearing account. The deposit is held to the landlords order as a bond to secure the return of the property in the condition it was let to you.

Should you choose to rent from an un-managed landlord (they will do their own rent collection and maintenance) who has not taken up our deposit service your deposit will be held by a deposit scheme that the private landlord is registered with.

DEPOSIT AND RENT PROTECTION BENEFITS

There are two very important benefits for renting through Charles Orlebar Estate Agents:

"Client Monies Protection Insurance" As a professional business and members of The National Association Of Estate Agents, all deposit monies are held in separate and audited client's accounts, covered by "Client Monies Protection Insurance" in the event receivership or bankruptcy. Only members of ARLA and the NAEA can provide your deposit this important protection.

"Tenancy Deposit Scheme" (TDS) Charles Orlebar Estate Agents is a member of "The Dispute Service". This is one of three regulated schemes required by law to protect both landlord and tenant from extended disputes and associated costs attributed to deposit disputes after "Check out" from the property.





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MONIES REQUIRED FOR CHECK-IN

Prior to moving in to a property (known as "Check In") we will confirm the check in date and time in writing together with associated documents for your review and a breakdown of monies required. We will require cleared funds for all check-in monies.

CASH or TELEGRAPHIC TRANSFER are the only acceptable means of payment prior to check in.

PLEASE NOTE Telegraphic Transfers must be presented 3 days prior to the date of check-in.

CREDIT CARDS, BANKERS DRAFTS, PERSONAL OR BUILDING SOCIETY CHEQUES AS A MEANS OF PAYMENT FOR RENT OR DEPOSIT MONIES ARE NOT ACCEPTABLE

PLEASE NOTE: Failing of funds to clear will result in an offer of tenancy being withdrawn or delayed, triggering the forfeit of all "Pre-Tenancy Administration Charges" and any deposit monies already held.

CHECK-IN

On moving in to the property, you will be accompanied by a member of staff. The check-in procedure will cover familiarisation with the heating system, locating the utility meters, and reviewing the condition report.

Should you be late there is a good chance your check-in will be re-scheduled to another day. The reason for this is that there are other check-ins scheduled that day which will take precedent over any late appointments. In the event this happens through no fault of our own there is an admin charge due for the re-issuing of amended paperwork.

PAYMENT OF RENT AND ARREARS

All rent beyond your first months rent is paid by standing order from your bank account for all pay monthly or quarterly tenancies. We will send you a form to complete and when completed send it to your bank. However, it is your responsibility to follow this through to make sure that your bank has accepted it and put the order in place to provide cleared funds in our account within the timescale stated below.

Due to the individual nature of each bank and their clearing systems we require your monthly rent to be presented as cleared funds before your rent is due, commonly known as your anniversary date. In order to ensure that you are not put in arrears by the banking system consideration for clearance over bank holidays and weekends will require the standing order to be set to collect from your account no later than 7 working days in advance of this date. We strongly advise that you monitor your standing orders as banks typically advise you after they have not been able to honour the order, leaving you little time to protect your rent going into arrears. Just as they will typically charge you for failed standing orders arrears attract charges too as outlined below:

The moment your rent has failed to clear before midnight on your anniversary date your account will be in arrears.

IT IS YOUR RESPONSIBILITY TO MAKE SURE THAT YOUR RENT DOES NOT GO INTO ARREARS.

TENANCY AGREEMENT (AST)

A blank agreement will be given to you to study in your own time with the Check in letter. Typically this will be on success of references. The AST you will be asked to sign on Check-in is a legal document and binds you to legal obligations and liabilities should you be in breach of its terms. It is therefore very important you understand what you are signing. The only information missing will be detail relating to the specific property, the landlord and any extraordinary conditions. Such additional detail will be advised to you on Check in.

INSURANCE

Our landlords insist on their tenants having a specific insurance and will be a condition of your tenancy agreement, A product that we are able to provide to you as Homelet Agents. This is a contents insurance that also covers damages to the landlord's property in the event your deposit is

insufficient. Policy details are available on request.

UTILITIES

We will provide you with a list of utility providers for which you will be responsible for contacting and opening the new utility accounts in your own names. Please remember that all utilities providers will need the meter number as well as the reading to avoid confusion with others.

EXTENTIONS, AMENDMENTS AND RENEWAL OF YOUR TENANCY

Your first tenancy with our landlord will be for a minimum of 6 months. Assuming you have conducted your part of the tenancy and maintained the property appropriately, in most cases landlords will invite you to renew your tenancy for a longer fixed period. In some cases landlords may allow the tenancy to become periodic beyond the initial 6 months. This means that there is no fixed term and the tenancy rolls forward on a monthly basis. Renewal of each tenancy for a fixed term or periodic term attracts an administration charge. In the event you or the landlord has agreed to enter into a further fixed tenancy period you will be required to re-submit reference fees.

CHECK-OUT

A final inspection is done once you have moved out and is judged against the condition report and interim inspections. It is therefore very important that the property is returned thoroughly cleaned and free from odour. Typically carpets should be vacuumed and shampooed, windows, all cupboards and any included furnishings should be cleaned. Should ovens and white goods be included in the tenancy these must be very thoroughly cleaned and free from grease and residue. Areas that are quite often overlooked are extractor fan housings and spaces to the rear of removed appliances. We can recommend various professional cleaners should you prefer.

Amongst other dilapidations such as breakages, missing items and untidy gardens; it is the standard of cleanliness that can also fail a check out. The property is to be left as it was given to you – as per the condition report. As your tenancy will have ended you will not have the option to attend to these issues yourself after check out. Our contractors will be instructed to attend to these dilapidations and the associated costs would be recovered from your deposit or yourself if there is an insufficient deposit fund.

All paperwork relating to the property and appliance manuals, gas safety certificates etc should remain in the property after check out.

You are responsible for contacting the local rating authority and utility providers to inform them of final meter readings and date of vacation. You will remain responsible for any bills that are incurred through the failing to do this.

Subject to a satisfactory final inspection, your deposit monies will be returned within 14 days. Forwarding addresses and phone number will be required to send on the deposit cheque. This cheque can only be addressed to the tenant or tenants if they have a joint account. If it is required that the 100% of the deposit cheque is to be paid to just one of the tenants then a letter of consent is required from all other tenants in order for this to happen.

MANAGING AGENT REFERENCE

Having rented from us you may in the future look to rent from another agent or landlord; or require borrowings. A reference as to your conduct of your tenancy with us will typically be requested from us as managing agent. It is therefore crucial that if you choose to enter into a tenancy you are able to pay the rent, as failure to do so will count against your credit rating when applying for borrowings or a new tenancy with another agent or landlord.

