

BUILDING SURVEYORS

ESTATE MANAGEMENT

CLARKE & SIMPSON

ESTATE AGENTS

CHARTERED SURVEYORS

GUIDELINES TO TENANTS

INTRODUCTION

Clarke and Simpson endeavour to offer a personal and professional service to both Landlords and Tenants. This guide has been prepared to try and make finding the right property and taking a tenancy as straightforward as possible and we would ask that you take the time to read it through. If any questions remain unanswered please do not hesitate to make contact with Alicia Thurlow, Samantha Baggott, James Durrant, Oliver Holloway or Hayden Foster who will be very pleased to help you.

Clarke and Simpson are based in Framlingham and from there, deal with all types of residential lettings throughout Suffolk. We focus on Framlingham and the surrounding area and as such we hope we can offer the local knowledge to back up our service.

THE TENANCY

Almost all of the tenancies that we set up are Assured Shorthold; these are usually for an initial fixed term of six or twelve months. An assured shorthold tenancy is a binding contract between Landlord and Tenant and it is not possible to leave before the termination date. Some landlords have a preference for six month agreements and others for twelve – this will need to be a matter of discussion with Clarke and Simpson. If you wish to leave at the end of a fixed term you need to serve not less than one month's prior notice in writing (from the Term date) in advance. This notice should be served upon Clarke and Simpson or the Landlord, depending on who is managing. The Landlord must give the Tenant two month's notice prior to the end of the fixed term.

As Chartered Surveyors and members of the Association of Residential Letting Agents we have the backing of the foremost professional organisations for rental property, and accordingly we have the expertise to offer an excellent service. Deposits are held in accordance with the Tenancy Deposit Scheme and more details are given later in this document.

THE TENANCY APPLICATION FORM

Once you have found an available property that you wish to rent, we will be delighted to try and help fill in a tenancy application form. It is important that this document is correctly completed as it will be used to draw up the legally binding tenancy agreement. If required, it may be necessary for you to produce proof of identification before moving ahead with the application form. Filling in this form does not guarantee that a tenancy will be offered. The possible commencement date will need to be agreed between the parties but you should indicate when you would like a tenancy to start.

We will always take three references or more if deemed necessary – a reference from your bank, your employer and from your previous landlord or a suitable other referee as agreed between the parties, and if you are self-employed, we will take references from your accountant and/or solicitor. Please note that some banks charge the customer a fee for the reference/status enquiry and we find that this is typically in the region of £5 to £15. Please contact your bank or building society for more information.

You may be asked to provide one or more guarantors (for example if you cannot provide an appropriate bank reference). These guarantors will be party to the tenancy agreement and will be responsible for any payments not met by you, including payment for any damage you cause. The guarantors will not be entitled to take a tenancy of the property.

You will be required to pay, with the submission of your tenancy application, an application fee for the property in question, which will only be banked if your application is successful. The application fee is £200 plus VAT (£235) This payment is not rent or deposit for the property and it is not refundable if your application is successful and you are then subsequently not able to move ahead or withdraw from the tenancy for any reason. It is however, fully refundable if the landlord withdraws prior to signing the agreement. If the tenancy proceeds, this payment will be taken as your contribution towards the cost of the tenancy agreement.

Once all of the references have been received and assuming these are acceptable, then you will be asked to sign the tenancy agreement. Before signing the agreement, Clarke and Simpson will need to be in receipt of cleared funds equivalent to the deposit and first month's rent. The deposit is equivalent to two month's rent (unless more is required for a particular reason) and will be held in accordance with the Tenancy Deposit Scheme. Money held by Clarke and Simpson in expectation of a tenancy shall not be treated as deposit until the tenancy agreement is signed by the Landlord and Tenant and is dated. No interest is payable to Tenants on monies held.

If you are in receipt of Housing Benefit, have pets or are a smoker, it is best to check with Clarke and Simpson before viewing. Whether or not an application may be acceptable will depend very much upon individual circumstances, as all Landlords are different and we cannot generalise.

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Talking to a member of staff in this way should avoid wasting time for all parties and an unsuccessful application. When there are a number of applications for a property, an instant decision will not normally be possible and it can take up to a week, the decision will normally be that of the Landlord.

RENTAL PAYMENTS

Rental payments will be made either to the Landlord direct or to Clarke and Simpson and the tenancy agreement stipulates that these should be made by standing order. Rental payments should be made promptly and therefore, standing orders will need to be made five working days before the rent is due to allow time for it to clear the banking system.

ARRANGEMENTS FOR SERVICES / COUNCIL TAX

When you sign a tenancy agreement, it is your responsibility to inform all the utility companies including gas, electricity, water and sewerage, TV license, telephone etc., of the tenancy commencement date as in most cases you will be responsible for all of these from that date. You should not inform the utility companies until the agreement is signed, unless previously discussed with Clarke and Simpson. In addition, it is your responsibility to inform the relevant council that you are a new resident of a property and that you will be responsible for payments from the date of tenancy commencement.

MANAGEMENT

A number of our rental properties are managed by Clarke and Simpson with the remainder managed directly by Landlords. Accordingly, you will be given the appropriate contact details for any problems/queries that you may have.

We will always send out a draft agreement before commencement and it is important that you read this and understand your liability. For example, in most cases, the garden is the responsibility of the tenant and you will be required to keep this in good order. Equally with regard to decorating, you may not undertake any decorating without prior written permission from the Landlord or Agent. Whilst the agreement is relatively standard, we recommend that you take separate professional advice on this before signing if you should have any concerns.

When Clarke and Simpson are managing the property they will make regular inspections after the first three months and thereafter, every six months. In all cases the Landlord will have the right to inspect as per the tenancy agreement.

DEPOSIT

All deposits are protected by the Government authorised Tenancy Deposit Scheme and must be held accordingly. You will be supplied with details with your tenancy agreement of how your deposit is protected. This will include contact details of the Tenancy Deposit Scheme, contact details of the Landlord or Agent, how to apply for the release of the Deposit, details of the purpose of the Deposit and what to do if there is a dispute about the Deposit. You have a responsibility to return the property in the same condition that it was let to you, allowing for fair wear and tear.

If you require more information regarding the Tenancy Deposit Scheme, you can find this at www.direct.gov.uk/tenancydeposit, which is part of the Government's central website. If you leave the property, a final inspection will be undertaken. We will try to agree matters in relation to the deposit and where they are agreed, the deposit or the appropriate part of it will be returned to you within ten days of agreement being confirmed in writing. If the parties cannot agree upon the amount of the deposit to be returned, then the matter will be referred to the Dispute Service. There are details regarding this Service in the Tenancy Agreement document.

You will be provided with a comprehensive schedule of condition and inventory at tenancy commencement – this is most important and will be used as our record of contents, and condition etc to assess at termination. You will be given three working days to check this and confirm that you agree with it. If you require a member of Clarke and Simpson staff to meet you and go through the schedule of condition inventory we would be happy to do so. If we do not hear from you within the specified time scale we will assume that you agree and accept the contents of the schedule of condition and inventory in full.

WHAT HAPPENS AT THE END OF THE FIXED TERM?

Assuming no valid notice to quit has been served by either party there are two options for continuation of a tenancy after the fixed term:-

1. The Tenancy can be converted to a periodic basis and be continued from month to month, if it is what the Landlord and the Tenant agree. To terminate such a Tenancy, the Landlord must give you not less than two months notice in writing to expire on a rent period date which is normally the date in the month upon which the rent is due and payable. The Tenant is required to give Clarke and Simpson or the Landlord (depending upon who is managing) not less than one month notice in writing to expire on the day before the commencement date in any month.
2. A further fixed term can be agreed if this is acceptable to both parties. There will be a charge of £150 plus VAT for the new agreements. This option would give you a further period of security.

When the tenancy finally terminates the property will be inspected by the Landlord or Clarke and Simpson (See under Deposit above).

We do hope that these guidelines are helpful to you but if you should have any concerns or queries, please do not hesitate to contact us.