



RESIDENTIAL LETTINGS

A GUIDE FOR TENANTS

GUIDANCE NOTES FOR TENANTS

Colebrook Sturrock aims to make the process of renting a property as easy as possible, therefore it is important for you to consider the following points when renting:-

Once you have decided on a property to rent and your offer has been accepted by the Landlord (albeit subject to references), we will ask you to complete a referencing form. The property will still be advertised as available and viewings may still continue until the holding deposit has been paid and the referencing has been completed. In addition to the completed form we will require the following:

THE HOLDING DEPOSIT (per tenancy) — One week's rent.

This is to reserve a property. Please Note: 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).

PROOF OF IDENTITY

As part of the Right to Rent Act, we will require proof of your identity either in the form of:

- A passport
- Or
- A photographic driving licence and birth certificate (there are other allowable forms of ID, if necessary please ask a member of staff for the full list. This does include time-limited right to rent documents)

PROOF OF CURRENT ADDRESS

We require some proof of your current address in the form of:

- A utility bill

PROOF OF INCOME

- Last 6 months payslips
- Or
- Three years tax returns if self-employed
- Or
- Proof of Pension Income
- AND**
- Last 6 months bank statements

Once we have the completed reference form, holding deposit and proof of identity, we will process your application.

REFERENCES REQUIRED

We ask for two references, usually from your current employer (if you are self-employed, from your accountant) and from a previous landlord/ or agent. Should you be a homeowner will require evidence of this in the form of a mortgage statement or title deed. Applications are also assessed by applying for a credit reference. Your completed application form is processed confidentially, normally within two or three working days.

PRIOR TO THE COMMENCEMENT OF YOUR TENANCY

CONTENTS INSURANCE

We recommend that tenants arrange to have their own contents insured.

SECURITY DEPOSIT

A deposit of five week's rent is payable in advance either by banker's draft, building society cheque or transferred directly into our account. All deposits are protected by The Dispute Service, of whom we are a member.

RENT

The first month's rent should be paid with the deposit and as cleared funds before the commencement of the tenancy. Thereafter the rent is to be paid monthly in advance by standing order. In the case of joint tenancies we can only accept one standing order. At the end of the tenancy please ensure sufficient notice is given to your bank to enable the order to be cancelled by the end of the agreement.

TENANCY AGREEMENT

The Tenancy Agreement you sign is a legal document, it is between the owner of the property (The Landlord) and yourself (The Tenant). The initial term of the tenancy is usually six or twelve months, depending on your own wishes and those of the Landlord. You may be given the option to renew your tenancy for a further six or twelve months and, where we are acting as managing agents, our Property Management department will contact you approximately two months prior to the end of your Tenancy Agreement in this regard. You should read the Tenancy Agreement carefully and ensure you understand it fully, if in doubt consult a solicitor. The Tenancy Agreement places legal obligations upon you. The Tenancy Agreement you sign will be an Assured Shorthold Tenancy, which means that you can stay in the property for the period of the Tenancy Agreement (provided you meet all the obligations of the Tenancy Agreement). If the Landlord wishes to end the tenancy you will be given two months notice to quit the premises. You can only leave the property at the end of the period stated in the **Tenancy Agreement (if you wish to leave when the Tenancy Agreement is due to expire** you must notify us in writing giving a minimum of one month's notice from your next rent due date). If you vacate the property early and do not give a full months notice **YOU WILL BE RESPONSIBLE FOR THE RENT PAYMENTS FOR THIS PERIOD**. Everybody living at the property over the age of eighteen must be named on the Tenancy Agreement. You cannot move anyone into the property unless you have informed us (in writing) and we have permission for you to do so from the Landlord.

NOTICE PERIODS

During a fixed term tenancy, we ask tenants to give at least one months notice to end the tenancy at the end of the fixed term. If a tenancy is a Period Tenancy, the tenant must give at least one months notice ending on the last day of a rental period.

A Landlord is obliged to give at least two months notice to end a fixed term tenancy at the end of the fixed term and at least two months notice to end a Periodic Tenancy.

DECORATION

Should you wish to make any changes to the property, you must inform us in writing (or in the case of Letting-Only Tenancies - your Landlord) and wait until permission is granted before any work commences.

PROPERTY INSPECTION (Managed Properties Only)

We have an obligation to conduct regular inspections of all tenanted accommodation. Inspections will be carried out on a periodic basis (approximately every 3-4 months) and are to ensure the property is not in need of repair and to ensure you are looking after the property. You will be given notification in writing by our Property Management department when an inspection is due to be conducted.

FAULTS AND REPAIRS

If there is a problem with the property you are renting you must inform us immediately or if we are not managing the property, you should contact the Landlord (failure to do so may mean that you are held partially responsible should the delay result in added deterioration). Once we have been informed of a fault we will contact the Landlord and act upon their instructions. You must not instruct a contractor to undertake any work, if you do it will be at YOUR own expense, unless you are unable to contact either us or the Landlord and it is an emergency situation.

PETS

You cannot have any pets unless we have permission from the Landlord in writing. You must consult us prior to obtaining a pet and submit a written request to have a pet stating age/type/breed.

GARDENS

It is the Tenant's responsibility to maintain the garden (if any) in a neat & tidy condition (i.e. keep the grass cut regularly and weeding of flower-beds etc) unless stated otherwise in the tenancy agreement.

FROST DAMAGE

Frost damage is a risk to all houses during the winter period due to possible pipe bursts and flooding. You are required to take reasonable precautions to prevent frost damage particularly if you are away from the property for anything other than a very short period. Such precautions might include leaving the heating on (and turned down to a low setting) and opening the loft access hatch to allow warm air to circulate into the attic space. If you are away for a more extended period, then you can contact Colebrook Sturrock or your Landlord regarding the property. Failure to do carry out these precautions could make you liable for any damage caused as you will be in breach of your obligation to occupy the property in a "tenant like manner".

SMOKE DETECTORS

There will be smoke detectors fitted on all floors of the property and in some cases carbon monoxide alarms. These will be tested on the first day of your tenancy to ensure that they are in working order but it is your responsibility to ensure that they are regularly tested and maintained. Any issues should be reported to the Agent or Landlord.

ALARMS

Where the property is alarmed using a security code, the tenant must not change the alarm code without obtaining prior written consent from either the Landlord or Colebrook Sturrock. will need to hold alarm and similar security information for emergency, maintenance and inspection purposes.

PESTS

Fortunately, with modern building and repair standards, we expect few tenants to be troubled by household pests during their tenancy. An infestation of any kind be it ants, fungal attack, bedbugs, fleas or wasps makes a property unpleasant to live in and should be eradicated as soon as possible. Regular cleaning and vacuuming will help to prevent any such infestations taking hold and you are expected to take care of the property in this way and keep a watchful eye for unwelcome visitors as part of your tenancy obligations. During the tenancy, the tenant is responsible for keeping the property free of any pests and also for any damage that might occur as a result. You should inform the agent if you discover any pest infestation at the property.

GAS APPLIANCES

Gas Safety regulations apply to both Tenants and Landlords in rented properties. In order to comply with the regulations, it is necessary:

- That brown or sooty build-up on any gas appliance, or gas escape should be reported immediately to Colebrook Sturrock or your Landlord **AND** your gas supplier. The number of the gas emergency service is **0800 111 999**.
- That ventilators installed in the premises for the correct operation of the gas appliances should not be blocked.
- That safety checks be carried out every 12 months on any gas appliance in the property by a Gas Safe Register approved engineer. The tenant is required to allow entry with reasonable notice for this purpose. A copy of the gas safety record will be made available to tenants

ELECTRICAL APPLIANCES

For safety reasons, tenants are requested to visually inspect all electrical appliances on a regular basis. In use, cables and flexes can become frayed and casings broken. You should contact Colebrook Sturrock or your Landlord as soon as possible should any defect be discovered or repair becomes necessary. Where electrical appliances are used outdoors for example an electrical mower, they should only be used when connected to an RCD (Residual Current Device) protected mains supply. RCD units are available from most hardware stores and should be checked before use.

The tenant is responsible for keeping all electric lights in good working order and in particular to replace bulbs and florescent tubes when necessary. Any replaceable or disposable filters, vacuum bags or other consumable items in appliances and fittings should be replaces as reasonably required and at the end of the tenancy.

INSPECTIONS

If Colebrook Sturrock is managing the property, then 4 monthly inspections will be carried out. You will of course be informed, normally a week in advance, prior to these inspections.

At the end of the tenancy, the tenant will be required to attend a check out process which will be arranged by the Landlord or his Agent. The check out process will comprise a full inspection of the property and contents and any items missing, damaged or otherwise in a different state to their condition at the start of the tenancy will be recorded.

TERMINATION OF YOUR TENANCY

The tenancy agreement is a legal and binding contract for the set term that you have previously agreed and signed for. However, if due to unforeseen circumstances, you need to leave the property before the expiration of the tenancy, subject to the Landlord's written consent, we would be willing under your written instructions to re-advertise the property for re-let. The costs incurred in arranging the re-letting would be borne by the outgoing tenant who will be responsible for the rent until it is re-let.

Should it not be possible to re-let the property immediately, you would be responsible for all rental, gas, electricity, water, telephone and Council Tax payments until new tenants have taken up occupation of the property or until the original termination date of the agreement, whichever is sooner. If you fail to vacate the property on the date requested or agreed, or fails to meet the obligations of the letting agreement, then we reserve the right to make a charge to cover legal fees, losses and other costs to the landlord, agent or other parties.

TENANCY COMMENCEMENT DAY

On the day you move in to the property, we will meet you at the property where you will be required to sign the Tenancy Agreements and inventory. You will be given one copy of each for your safekeeping. We will also supply you with a copy of the Gas Safety Certificate, the Energy Performance Certificate, The Prescribed Information including the Tenancy Deposit Protection Certificate and the leaflet, What is the Tenancy Deposit Scheme?, the Government leaflet, How to Rent and The Code of Practice for Residential Letting Agents.. Tenants of managed properties will be given a Standing Order Mandate to complete and keys will not be handed over until this has been done. Finally you will be given the keys to the property. Once you have moved in to your property, any matters relating to your tenancy (i.e. repairs, payment of rent, renewal of contract etc) will be dealt with by our Lettings Department. In the case of Letting-Only tenancies (i.e. where we are not acting as managing agents), you will be given bank account details and contact details for your new Landlord. Any queries after you have moved in (i.e. repairs, rent payments etc) should be directed to your Landlord

We do hope you will be happy in your new home. Please make sure that you:-

Pay the rent on time
Look after the property
Notify us of any problems immediately

TENANT FEES SCHEDULE



colebrooksturrock.com

www.colebrooksturrock.co.uk

NEW ASSURED SHORTHOLD TENANCIES (ASTs) SIGNED ON OR AFTER 1 JUNE 2019

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|---|---|
| Holding Deposit (per tenancy) | One week's rent. This is to reserve a property. Please Note: 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. Please Note: 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 ask a member of staff if you have any questions about our fees.

CLIENT MONEY PROTECTION:

www.propertymark.co.uk

propertymark

INDEPENDENT REDRESS:

www.tpos.co.uk





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