

# **MERRETT MANAGEMENT**

## **GUIDANCE NOTES FOR PROSPECTIVE TENANTS**

If it is the first time you have rented a house or flat these notes may help to give an outline of the procedure that is generally followed. These notes are for guidance only, they have no contractual effect.

1. Having decided on the property you wish to rent, you will be provided with a referencing service form to be completed, by which a referencing agency takes up a credit check, character and employers reference.
2. The great majority of tenancies are the modern 'Assured Shorthold Tenancy'. The documentation will have been approved either by our solicitors or those of the landlord. You will be asked to sign the tenancy on or before the day you move in and a copy will be returned to you after the document has been signed by or on behalf of the landlord.
3. At the start of the tenancy you will be required to pay a deposit, usually the equivalent of 5 weeks rent. If you wish to pay this by cheque, it must be sent to the agent at least four days in advance for it to clear, alternatively a banker's draft or cash payment on the day you move in. The deposit is held by the Deposit Protection Service (DPS), on behalf of the landlord, and is held against any damage, loss to the property or non payment of rent incurred by the tenant. If there is no breach of the terms of the tenancy the deposit is returned to you in full. The property should be left in the same condition as at the commencement of the tenancy. Your forwarding address will be required to send the deposit, which requires the landlords authority to be released, and also for the closing services bills (gas, electricity, water & council tax) to be forwarded.
4. The minimum period for an Assured Shorthold Tenancy is six months. If neither the landlord or the tenant serve notice to vacate the property, the tenancy will just continue with no action required. The tenant is required to serve one months notice on or before the commencement of a rental period if they wish to leave. This is normally the first of a calendar month. Likewise the landlord is required to serve two months notice on or before a rental period on the tenant to leave should the landlord require vacant possession of the property. A rental period is the date that the rent is due to be paid as laid out in the tenancy agreement.
5. Rent is payable in advance, usually on the first of each month, and can be paid by BAC's or standing order to the agent.
6. Insurance. The building insurance and any contents left by the landlord are the landlord's responsibility to insure. The tenant should insure their own furnishings and possessions, they are not covered by the landlords insurance.
7. Should the need for any repairs arise for which the landlord is liable whilst you are a tenant, inform the agent and arrangement will be made to have them carried out. Obviously, in the case of an emergency such as a burst water pipe it may be necessary for you to call in a contractor directly. Always let the agent know as soon as possible. The tenant must not carry out any alterations to the property without written consent from the agent or landlord.
8. The tenant is liable for the payment of all bills for the duration of the tenancy, namely: Council Tax, Gas, Electricity, Water & Sewerage charges, also the telephone & TV Licence if appropriate.
9. Please note that if the property is not left clean and in the same condition as when the tenancy commenced (fair wear and tear excepted as provided for in the tenancy agreement) then professional cleaners, decorators, gardeners will be called on as required and the cost deducted from the deposit.