



TENANTS

SERVICE  
&  
GUIDANCE





## GUIDANCE

### RESERVING A PROPERTY

Renting a property can be a fast-moving business and in order to reserve and secure a property and to ensure that the property is 'Under Offer' on all websites and property lists, the following must be paid:

A holding deposit equal to one week's rent.

### IMPORTANT

The holding deposit is used as security for the landlord and will be refunded should the landlord not proceed for any reason. On commencement of your Tenancy, the holding deposit of one weeks rent, will be used as part payment towards the security and dilapidations deposit.

If the property is withdrawn by the Landlord or by us and the tenancy application cannot proceed due to no fault of the applicant, the holding deposit will be returned within 7 days.

### STARTING A TENANCY

**Please note that the below must be carried out prior to any tenancy beginning:**

- All necessary payments have been paid in full and cleared funds have been received. Normally made up of 1 months' rent and 5 weeks' worth of rent as a security deposit.
- All references have been completed and applicants are confirmed as suitable Tenants by the independent referencing agency.
- All Tenants and Guarantors have signed the necessary legal documentation **before** the commencement of the Tenancy, i.e. before taking up authorised occupancy.
- Copies of passports and visas (where required) to complete the right to rent checks have been provided

NB. Each Tenant should be given one set of keys each.

### DOCUMENTATION

An agent or the Landlord must also provide you with all the below prior to your tenancy start date:

- **How to Rent Handbook produced by HM Government**
- **Gas Safety Certificate for the Property (if there is a gas supply)**
- **Energy Performance Certificate (EPC)**
- **Prescribed Information specifying how the Deposit is protected**
- **The Deposit Certificate**
- **Information relating to the rules and obligations of the relevant Deposit scheme**

### DILAPIDATIONS / SECURITY DEPOSIT

Before you move into the property you will need to pay the long-term dilapidation/security deposit which is held for the duration of the Tenancy in strict compliance with a deposit protection scheme. The amount of this deposit is usually the equivalent to 5 weeks rent.





### **RENTAL PAYMENTS**

It is best practice to set up **one** standing order mandate directly with your bank for the total rent payable per calendar month (payable monthly in advance) prior to the commencement of the Tenancy.

### **TENANCY AGREEMENT & TENANCY RENEWALS**

Tenancy agreements will usually be drawn up for a period of 12 months or for a period agreed with you and the landlord. Provided you are happy you will normally be invited to renew the tenancy at the end of the fixed term.

### **EARLY TERMINATION**

If for any reason you vacate the Property before the end of the fixed term end date, you will be liable for the landlord's costs in re-letting the property as well as all the 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.

### **CHANGE OF SHARER (TENANTS REQUEST SUBJECT TO LANDLORD'S AGREEMENT)**

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 you will be charged £50 (inc VAT) or the agents/landlords reasonable costs if higher.

### **VARIATION OF CONTRACT (SUBJECT TO LANDLORD'S AGREEMENT)**

To cover the cost associated with taking Landlord's instructions as well as the preparation and execution of new legal documents will be £50 (inc VAT)

### **MOVING OUT**

Prior to vacating the property any monies outstanding must be paid before the final move out date. All keys and security devices must be handed over at this time.

### **DEPOSIT RETURN**

You can normally expect return of the net balance due from the Security deposit within 10 days of the date on which you vacated the property or returned the keys (whichever is later).

### **UTILITIES**

The tenants are liable for all payments in respect of gas, electricity, water, cable services, TV licence, telephone charges, alarm, and any other utilities and supplies to the property. It is a legal requirement for tenants to register for Council Tax.





### **PROPERTY MAINTENANCE**

Depending on the chosen service, a Landlord may oversee maintenance, or the agency may hold the responsibility to verify any works required. It is best to ask this on any viewings and you will be informed prior to a tenancy starting in any case.

### **INSURANCE**

Please note that the Landlords Insurance does not cover tenants' contents or possessions. You should consider a Tenants Contents insurance policy that will include Public Liability cover and protection for the Landlord's fixtures and fittings against accidental damage.





## **FEES & PAYMENTS**

*(As permitted under the Tenant Fees Act 2019)*

<b><u>DESCRIPTION</u></b>	<b><u>COST</u></b>
Holding Deposit	One Week's Rent
Security Deposit	Equivalent to five weeks rent held for damages unless the gross annual rent exceeds £50,000. If so, a six-week deposit applies.
Change of Tenant / Sharer	£50 inc VAT or reasonable cost if higher
Failure to return keys plus cost of changing locks	Full replacement costs of lock and new keys. Keys charged at £5 per key
Early termination	Re-marketing costs (please see above)
Variation of Contract	£50 inc VAT

## **DATA PROTECTION**

Element Properties & Co will only use your personal data for the purpose of which it has been provided or for other lawful purposes. Your personal data will be held for as long as necessary for these purposes and will not be passed to any third parties unless we are required to do so to provide you a service or by law. Employees or any third parties we engage with to provide you a service, with access to your personal data or are involved in the handling of your data, are obligated to respect the confidentiality of your personal data and comply with all the obligations imposed on them under the current GDPR (Data Protection Rules). For further details please see our [Privacy Notice](http://www.elementproperties.co.uk) on our website [www.elementproperties.co.uk](http://www.elementproperties.co.uk)

