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GL Tenancy Guide 2017

TENANCY GUIDE

This information covers the following:

1. BEFORE THE TENANCY
2. ON ENTRY
3. DURING THE TENANCY
4. ON EXPIRY OF THE TENANCY

Please keep this Guide to hand during your tenancy for reference.

1. BEFORE THE TENANCY

TENANCY: The rental agreement offered is known as an Assured Shorthold Tenancy if the rent is £100,000 per annum or less. For rents over £100,000 per annum a “High Rent” (non AST) tenancy agreement will be used. For Company Tenants, we will use a Company Tenancy Agreement (non AST).

REFERENCES: Prior to the tenancy being offered, credit, employer, previous landlord and bank references may be obtained in respect of all tenants by professional referencing agencies acting on our behalf. Any offer of a Tenancy is strictly subject to satisfactory references being passed.

PROOF OF IDENTITY: You MUST supply us with one form of Photo Identification (Passport or Driving License only). If you are a foreign national, we require proof of residency, e.g. a residence permit or visa. As well as photo ID we also require a proof of address, i.e. a utility bill or council tax bill in your name at the given address. A UK driving license does provide both photo ID and proof of address, provided the address shown and that given by you are the same. From Companies, we require a Proof of Identity of the Director or Authorised Signatory, as well as proof of directorship or proof of authority to sign.

INITIAL PAYMENT: If you are interested in renting one of our properties, you will be expected to pay an agreement processing/ referencing fee of £350 (including vat) for up to 2 tenants plus £100 (including vat) for any additional tenant, guarantor, or permitted occupier. This payment will allow us to proceed with references and enable us to take the property off the market.

Should the tenancy not commence on the agreed date for any reason, this payment will be forfeited in order to cover costs including, but not limited to, the following: re-advertising the property, monies in lieu of rent due to the property being reserved and unavailable to other potential tenants, preparing documents associated with the tenancy etc.

2. ON ENTRY :

PAYMENT OF RENT: After the first rent payment, you will be required to pay rent by BANK TRANSFER on or before the due date each month. You should therefore ensure that your account has sufficient funds to cover this, otherwise this will result in the payment either not being made, or being withdrawn from our Account. THIS WILL RESULT IN A RECORD OF LATE PAYMENT which could adversely affect this and future tenancies.

CHECK IN PROCEDURE: Where available, you will be given a copy of an inventory/schedule of condition relating to your property. **CHECK THIS VERY THOROUGHLY. YOU HAVE 48 HOURS TO MAKE REPRESENTATIONS** on the accuracy of the inventory. Please pay particular attention to the condition and cleanliness of articles because this is the greatest area of potential dispute between Landlord and Tenant at the end of the Tenancy. Make your own notes on the inventory with regard to any damage or marks. This may appear to be a nuisance at the time the tenancy commences, but may prevent claims for damages, cleaning and gardening costs at the end of the tenancy. REMEMBER TO REPORT ANY DAMAGES/DETERIORATION during the course of the tenancy which has not been caused by you, as this will be useful evidence at the end of

the tenancy. *It is in your own interests to hand deliver your inventory notes & additional comments, and ask a member of staff to provide you with a signed/dated copy of the front page as proof of receipt. Even if there is no inventory/schedule of condition, make notes yourself, and return them to the Agents.*

USEFUL INFORMATION NOTES. Read any notes which the Landlord may have left. Particularly note what to do in the event of repairs (e.g. calling out your own repairer to mend the central heating boiler could cost you money if you later discover it is already under contract.) Read any instructions left - in particular the central heating controls and make sure you know how to operate the appliances. *If a contractor is called out and there is nothing wrong, the invoice will have to be paid by you.*

SERVICES (Unless otherwise agreed,) - gas, electricity, water, telephone charges etc., are YOUR responsibility as well as any transfer or reconnection charges, deposits etc. (It should be noted that some utility companies do disconnect services between tenancies as a matter of normal procedure). You are also responsible for payment of the COUNCIL TAX and it is your responsibility to contact the relevant companies to take over the services and to request final accounts at the end of the tenancy. **IMPORTANT: If you wish to change any service provider or from an ordinary meter to a key meter, you should ask the Landlord for permission and pay any costs incurred if the Landlord requires the supplier to be reinstated at the end of the tenancy.**

3. DURING THE TENANCY

KEYS / LOCKS/ ALARMS: Unless it is an emergency, you should not change or install new locks at the property without the Landlord's written permission, and, if granted, you must provide the Agent/ Landlord with new sets of keys **immediately**. If there is an alarm at the property, do not change the setting code without permission. If agreed, you must and provide the Landlord (or Agents) with **written** confirmation of the new code. If you do not do this, you may be charged for an emergency call out after you have vacated the property or the cost of changing the locks again.

PETS: Where the landlord has given specific permission for pets to be kept in a property, a payment may be held (normally £100) and retained at the end of the tenancy to cover the cost of any additional cleaning or flea infestation treatment. (Unfortunately animal fleas do not usually become apparent until after the pet 'host' has vacated and particularly in hot weather. If the property is then empty for just a short time they multiply very rapidly causing problems for any new tenants and urgent infestation treatment is required).

GAS SAFETY CHECKS: If there is gas at the property, it is a legal requirement that annual safety check is carried out, and a copy of the report given to the Tenant. If you are not in possession of this at the start of the tenancy, please advise us immediately. If, during the course of an annual safety check/servicing you are advised of any remedial works which need to be carried out, YOU SHOULD NOTIFY US OR THE LANDLORD IMMEDIATELY. If you are worried about a smell of gas at any time, do not hesitate to call out the **GAS BOARD EMERGENCY SERVICE, telephone 0800 111 999, and** report your action to us with the outcome as soon as possible.

UTILITIES - You will be responsible for payment of gas, electric, telephone charges, council tax, television licence and water rates **and you should not change any suppliers or telephone numbers without your prospective landlord's permission.** Once the tenancy commences, you will be responsible for taking meter readings and notifying the relevant utility companies. The following phone numbers are provided for your information but may not be relevant to your particular property:

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| ELECTRICITY SUPPLIER | 0845 601 5467 (select option 1) <i>(for information about supplier)</i> |
| GAS SUPPLIER | 0870 608 1524 <i>(ditto)</i> |
| THAMES WATER | 0845 920 0888 |
| BRITISH TELECOM | 150 |
| TELEVISION LICENSING | 0870 850 1202 |
| BEXLEY BOROUGH | 0345 302 2317 |
| BROMLEY BOROUGH | 0845 1300 330 |
| DARTFORD BOROUGH | 01322 343434 |
| GREENWICH BOROUGH | 0208 854 8888 |
| SEVENOAKS BOROUGH | 01732 227000 |

SMOKE ALARMS & CARBON MONOXIDE ALARMS: These will have been checked as in working order at the start of the Tenancy. Please re-test them as soon as you take occupation and then you are required to re-test at regular intervals during your Tenancy and replace batteries, for your own safety. You should report any defects to your Landlord or Managing Agent.

REPAIRS: Read any useful information notes which the landlord may have left to see if there are any particular contracts for the Central heating, washing machine or other appliances before calling someone out. (If the contractor finds nothing wrong, you will be charged for the call out). IF THE PROPERTY IS MANAGED BY THIS COMPANY, you should contact us first, unless there is an **emergency out of office hours**.

For all repairs such as plumbing, electrical and building problems, if we are MANAGING AGENTS, contact us first so that we can send a workman, unless the landlord has left you instructions to the contrary. If we are NOT managing the property, you will be informed at the start of the tenancy, and you should contact the landlord direct or his appointed representative. Obviously, in the case of a plumbing or similar EMERGENCY, and you cannot contact us or the landlord, you are obliged to ensure that appropriate action is taken as quickly as possible to prevent damage to the property (or render the property uninhabitable). ANY DAMAGE TO THE PROPERTY OR ITS CONTENTS (caused either accidentally by yourself, your family, visitors or other third party) MUST BE REPORTED IMMEDIATELY and THE DAMAGE REPAIRED. If a visit is then required to assess the damage and repairs, (or organise a repair) a charge will have to be made for such visit. - see scale of charges.

SHARERS: It is important for sharers to understand that all parties to the tenancy agreement are JOINTLY AND SEVERALLY LIABLE for all rent and any liabilities arising from the Tenancy Agreement until they are paid in full. This liability extends to any Guarantors. In the case of sharers, it is recommended that a single spokesperson be appointed, to prevent misunderstandings and a monthly bank transfer set up for payment of the rent through **ONE** bank account.

PROPERTY VISITS: During the tenancy, periodic visits may be undertaken by us or the Landlord. If everything is in order, no further visits are made until the next due date, but we do reserve the right to increase the number of visits to ensure the property is being maintained in accordance with the requirements of your Tenancy Agreement. Our office will contact you in advance of visit to give you plenty of notice. It is not necessary for you to be in attendance unless you specifically wish to be there. If we do not manage the property the landlord has the right to undertake regular visits but should make a proper appointment with you first. UNLESS THERE IS AN EMERGENCY or urgent need to gain access, we will not enter the property without advising you first. Any 'breaches' of the clauses in the tenancy agreement will be brought to your attention following our visit with suggestions as to any action felt necessary. If additional visits are required a charge is made for these (see current charges). If we have advised you of the date of the visit, in writing, but we are unable to gain access, a charge will have to be made for the abortive visit, so it is important we are able to gain access to avoid incurring expenses.

GIVING NOTICE/CHANGING TENANTS: Strictly speaking, the legal tenants cannot escape their liabilities during the full period of the tenancy. In the event of sharing tenants wishing to change one or some of the occupants, (provided the Landlord is in agreement), it may be possible to accept a replacement, if the new tenant is able to comply with current referencing criteria (full details on request). There will be administration costs incurred (- see scale of charges).

CONTINUING THE TENANCY: It is usually possible to seek the landlord's instructions well in advance of the expiry date of any initial fixed term, so that we can inform you whether the landlord is willing and able to continue with the tenancy

4. ON EXPIRY OF THE TENANCY

You will normally be issued with Tenants' Vacating Notes and documents well in advance of the end of your tenancy. Usually, the biggest area of discontent between landlord and tenant is the condition and cleanliness of the property and its contents. You will be required (allowing for fair wear and tear) to return the property to the landlord in its original condition, so it is at this time that any notes you made on the inventory regarding the condition of the property and its items will prove especially useful.

REFUNDING THE DEPOSIT - The property will have to be properly inspected after you have vacated. As soon as the tenant and landlord have agreed any claim against the deposit, the refund of the deposit will be dealt with - (less any charges for check out). Administration charges may be made for preparation of any necessary 'schedule of work' and supervising the work, so the property should be returned in a no worse condition as when the tenancy commenced (allowing for length of tenancy and fair wear and tear). *The deposit is refunded to the first named on the Tenancy Agreement.*

CHECK OUT CHARGE - The check out charge is paid by the Tenant. The Landlord pays for the checking in charges, including the preparation of any inventory. The check out charge is deducted from the deposit at the end of the tenancy.

The deposit refund is dealt with in accordance with the terms of the Tenancy Agreement (Please refer to the clauses in your Tenancy Agreement which deal with the Deposit).

SERVICES - Arrange for all meters to be read and termination accounts forwarded to you at your new address. Do NOT have any services disconnected unless you are requested to do so.

RENT - Do remember to cancel your STANDING ORDER or instructions to your bank for the rent after the final payment has been made (**- NOTE IT IS A BREACH OF THE TENANCY AGREEMENT TO STOP PAYMENT PRIOR TO THE LAST PAYMENT**). The Deposit MUST NOT be used as a rental payment, and this would be in breach of the Agreement). *An administration charge will be made in the event of overpayment of rent, where this has to be refunded, so do remember to cancel your Standing Order with your Bank.*

CURRENT SCALE OF FEES

Initial Payment (Set up fee) £350 (inc. VAT) for up to two tenants

This includes: Referencing up to two Tenants (identity, immigration and visa confirmation, financial credit checks, obtaining references from current or previous employers / landlords and any other relevant information to assess affordability) as well as contract negotiation (amending and agreeing terms) and arranging the tenancy and agreement

Additional Tenant fee £100 (inc. VAT) per tenant

Processing the application, associated paperwork and referencing (as above).

Guarantor fee £100 (inc VAT) per guarantor (if required)

Covering credit referencing and preparing Deed of Guarantee as part of the Tenancy Agreement

Permitted Occupier Fee £100 (inc VAT) per permitted Occupier

Explaining to any permitted occupier their rights and responsibilities towards the named tenant (s) and landlord as well as provision of documentary guidance and assistance during the tenancy.

Pet Deposit Non refundable payment of £100

To cover cleaning/infestation treatment at end of tenancy

Amendment Fee £70 (inc VAT)

Contract negotiation, amending terms and updating your tenancy agreement during your tenancy

Renewal fee (tenant's share) £90 (inc VAT)

Contract negotiation, amending and updating terms and arranging a further fixed term or extension of the tenancy

Check out fee (tenant's share) £120 (inc VAT)

Attending the property to undertake an updated Schedule of Condition based on the original Inventory and negotiating the repayment of the security deposit (s)

Future Landlord Reference Fee £24 (inc VAT)

Collating information and preparing a reference for a future Landlord or Letting agent

Lost Security Items £30 (inc VAT) plus item cost

Obtaining necessary permissions, sourcing providers and travel costs.

Out of Hours Services £30 per hour (inc VAT) plus item cost

Where actions of the tenant results in the agent (or nominated contactor) attending the property, time to remedy the situation is charged at the hourly rate

Unpaid Rent / Returned payments Interest at 8% above Bank of England Base Rate from date due