

## A TENANTS GUIDE TO RENTING A PROPERTY THROUGH HENSHAWS ESTATE AGENTS



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When you agree to rent a property through Henshaws there are certain procedures, some legal to comply with. The information contained in this guide is designed to help you through the process of renting a property, your legal rights and a list of all fees you will be liable for in addition to the rent you pay. On the 1<sup>st</sup> June 2019 new legislation came into effect whereby estate and letting agents like ourselves are not able to charge prospective tenants for the administration expenses involved in the setting up of a new tenancy. There are nevertheless a few areas where charges are made and a detailed list is shown at the bottom of this guide. We have tried to make this guide as simple and as straightforward as possible, however if there are any aspects you would like clarification on please contact one of our helpful staff who will be happy to run through anything that concerns you or which you don't understand.

Once you have decided upon a property and an acceptable offer has been agreed, the initial process will begin. Initially and in order to secure a proposed tenancy a 'holding' deposit will be taken subject to references. The amount of deposit will be a maximum of one week's rent and will go towards the first month's rent at the start of the tenancy. Full details concerning the holding deposit can be found in the fee guide at the bottom of this document.

The next part of the process will be for us to undertake references for each adult living at the property. The reference process will be undertaken through a third party credit reference agency and normally takes 2 – 3 days.

**So the references have come back approved** and it is time for us to prepare the tenancy agreement, which will include the start, end date and length of tenancy; any agreed break clause or the option to renew the agreement. The rent and dilapidations deposit agreed and additional terms which can include the provision for pets, and the responsibility of the garden. We will also advise you if Henshaws or the Landlord will be managing the property throughout the tenancy.

We must also ascertain that you have the legal right to rent a property in the UK under the RIGHT TO RENT ACT 2016; which will include seeing proof of ID (passport) a residents permit, if applicable and if coming from overseas proof of current residency. For money laundering purposes when making the initial payment to cover the rent/dilapidations deposit we will require a copy of the Bank transfer details.

Once the tenancy agreement has been prepared, both you and the landlord will be asked to sign/initial each page of the agreement. We strongly urge you to read through the agreement carefully and if there is any aspect you require clarification on please speak to a member of our staff. You are of course able to take independent advice at your own expense should you wish, however our tenancy agreements comply with propertymark under the auspices of ARLA the governing body that regulates the letting of property in England and Wales.

Before a tenancy can begin we require the first months' rent in advance together with a dilapidations deposit normally equivalent to 5 weeks rent (see fee guide at the bottom of this document) unless otherwise specified. Cleared funds are required before a tenancy can begin and therefore if you are intending to pay the first months' rent and agreed deposit by cheque it is essential that you allow sufficient time for the cheque to clear (normally 7 – 10 working days). A bank transfer is the preferred method of payment and can be made easily and quickly through your clearing bank. The deposit will be registered with the TDS (The Tenancy Deposit Scheme) an independent body approved by ARLA and the government. The deposit will be held in a secure client account, and

will be returned to you in full at the end of the agreement less any agreed dilapidations. If agreement cannot be reached at the end of the tenancy regarding the amount of dilapidations the matter will be referred to the TDS who will provide an independent assessment.

We will require you to set up a standing order for the regular monthly payment of rent. The rent will either come to Henshaws under our Full Management or Let and Rent acceptance service or directly to the Landlord if he manages the property.

**So we're nearly there!** - Prior to the tenancy start an inventory report will be prepared detailing the condition of the property and all items room by room. The Inventory will be carried out by an independent inventory clerk at the landlords' expense. When you move in to the property the same inventory clerk will 'check you in' running through the report and all meter readings will be taken. At the end of the tenancy the Inventory clerk will return, using the same report to compare the condition of the property. We advise that it is in your interest to attend the check out. You will be advised of the utility companies and the local council that serve the property for which you will need to have the accounts put in to your own name.

Our landlords are required to maintain buildings insurance cover on the property together with 3<sup>rd</sup> party liability cover, however we strongly recommend you take out contents insurance cover to protect your personal items and furniture.

**Now you can move in you've got the keys** – Any additional keys cut will be at your own expense, however, you are required to obtain permission, which will not be unreasonably withheld. Any additional keys must be returned to the Landlord or Henshaws at termination of the tenancy.

**So you've moved in and something goes wrong with the house – what happens next?** - If we have been instructed by the landlord our property management team is on hand to help you out. If an emergency happens when our office is closed you will be given telephone numbers for emergency plumbers and the like, however the word emergency is what it says and if the problem can wait 24 hours or so our property manager will be on hand to help you out. In addition our property manager will make six monthly visits to the property to ensure that everything is running smoothly. It is important however that you report any problems to us as soon as they happen rather than let them drift on for a few weeks or longer. If we are not instructed to manage the property you will be given contact numbers of people you can call in the event of something going wrong. All properties have an annual gas safe certificate to cover the gas appliances at the property.

Henshaws will contact you prior to the end of the tenancy, should you wish to renew the tenancy for a further period and if the landlord is agreeable we will renew the tenancy. This could include a small increase in rent which Henshaws will negotiate between yourself and the landlord.

**And finally** we at Henshaws are extremely proud of the service we provide to both our landlords and our tenants. Many tenants who have moved on from the property they rented from us still keep in regular touch with us. At all times you will be treated in a professional courteous and friendly manner by our dedicated staff who have many years' experience.

# TENANT FEES SCHEDULE

## NEW ASSURED SHORTHOLD TENANCIES (ASTs) SIGNED ON OR AFTER 1<sup>st</sup> JUNE 2019

<b>Holding Deposit (per tenancy)</b>	<b>One week's rent.</b> 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)
<b>Security Deposit (per tenancy. Rent under £50,000 per year)</b>	<b>Five weeks' rent.</b> This covers damages or defaults on the part of the tenant during the tenancy.
<b>Security Deposit (per tenancy. Rent of £50,000 or over per year)</b>	<b>Six weeks' rent.</b> This covers damages or defaults on the part of the tenant during the tenancy.
<b>Unpaid Rent</b>	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.
<b>Lost Key(s) or other Security Device(s)</b>	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 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).
<b>Variation of Contract (Tenant's Request)</b>	<b>£50 (inc. VAT) per agreed variation.</b> To cover the costs associated with taking landlord's instructions as well as the preparation and execution of new legal documents.
<b>Change of Sharer (Tenant's Request)</b>	<b>£50 (inc. VAT) per replacement tenant or any reasonable costs incurred if higher</b> 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.
<b>Early Termination (Tenant's Request)</b>	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.

If you have any questions regarding our fees, please ask a member of our staff

### CLIENT MONEY PROTECTION:

[www.propertymark.co.uk](http://www.propertymark.co.uk)



[www.henshaws.net](http://www.henshaws.net)

### INDEPENDENT REDRESS:

The Property Ombudsman – [www.tpos.co.uk](http://www.tpos.co.uk)

