



Tenants

Terms and Conditions



Renting a property can be an uncomplicated and pleasant experience, provided you are aware of, and understand, all the ground rules.

We are a specialist letting agency and take great pride in the management of the properties in our care. Whilst our client is the Landlord, we take our duty of care to the Tenant very seriously. When you rent a property through Rees & Associates you can rest assured that we will do our best to ensure that you are well informed and feel at home and happy during your Tenancy.

This document is designed to inform you of the processes involved when renting property through Rees & Associates and outline what is expected of you. It is provided for information and guidance purposes only and does not constitute a contract between the prospective Tenant and Landlord or Rees & Associates Property Management.

Your responsibilities and obligations as a Tenant are detailed in the Tenancy Agreement that you will be asked to sign, and this document does not supersede or amend the terms of that Tenancy Agreement. A sample copy of the Tenancy Agreement is available free of charge on request so that you can see in advance what these responsibilities and obligations are, and have the opportunity to ask us to explain anything you do not understand. Alternatively you may wish to seek other professional or legal advice, such as the Citizens Advice Bureau or a solicitor.

PROPERTY APPLICATION & RESERVATION

THE PROPERTY

Properties are let "as seen". Any special requests regarding decorations, furniture, fixtures and fittings must be made and agreed between the Landlord and Tenant before the application process commences. If the property was occupied when you viewed it, you will have been advised regarding any items which will not be included in your Tenancy, but we recommend you also ask for clarification to avoid any misunderstanding or disappointment.

SHARER TENANTS

Where the applicants comprise of two or more unrelated persons wishing to share the Tenancy, they will be required to do so under a joint and several liability, and their actions and obligations under the Tenancy Agreement will be joint and several in all respects.

This means that each Tenant is not only individually liable, but also wholly responsible for all Tenant obligations and sums due under the Agreement, not just a proportionate part. If one or more persons fail to comply with their obligations or pay their proportion of any sums due, the other occupants named as Tenant are obliged to pay the difference. A maximum of four people can be joint Tenants.

THE APPLICATION PROCESS

The process from the point of our receiving your completed application form to taking occupation of a property usually takes between 10 - 14 days subject to the availability date of the property.

- We will cease actively marketing the property once we have received a satisfactorily completed reservation and application form, or applications in the case of sharer tenants, must include copies of acceptable identification and proof of residency, plus payment of the Administration Fee.

- At this stage your offer will be deemed to have been accepted by the Landlord, subject to contract and satisfactory references.
- Please note however that Rees & Associates can provide no guarantee in relation to the availability of the property should the Landlord fail to appropriately advise any other agent he may have also instructed to market the property.
- Our Administration Fee is £150.00 plus VAT (£180.00) for the first applicant and £75.00 plus VAT (£90.00) for each subsequent applicant. This fee covers:
 - The taking of references on each applicant (normally a credit check, and a reference where applicable from an employer and a current or previous landlord/letting agency); and
 - The preparation of the Tenancy Agreement and Counterpart for signature; and
 - The creation of the ingoing Inventory of Contents & Schedule of Condition of the property; and
 - Our general administration costs.
- Should one or all of the applicants withdraw from the proposed Tenancy prior to signing the Tenancy Agreement, or the Landlord is forced to withdraw as a result of references which are not forthcoming, or which could not reasonably be considered as satisfactory, or of fraudulent information provided, you will forfeit the Administration Fee to recompense the above charges and costs.
- Should the Landlord withdraw from the proposed Tenancy prior to entering into the Tenancy Agreement for reasons other than those described above, you will be entitled to the return of your Administration Fee. The Administration Fee or balance as applicable, is only refundable by Company Cheque or Online Bank Transfer.

IDENTIFICATION, REFERENCES & GUARANTORS

- Proof of identification is required. Acceptable identification documents are:
 - Passport;
 - Current valid drivers licence;
 - Censored copies of bank statements or utility bills, dated within the last 6 months.
- References will normally be sought from your employer and any current/previous landlord in addition to financial checks undertaken by a specialist credit reference agency.
- For self-employed applicants, we will seek an accountant and bank reference.
- Where the applicant is a company, financial references will be required where deemed necessary.
- A Guarantor will be required if the applicant has not been in continuous employment for at least twelve months.
- The Guarantor must be a UK resident and home owner and be in full time employment. References will be taken on the Guarantor prior to acceptance, the fee for which is £75.00 plus VAT (£90.00).
- The Guarantor will be required to sign a Guarantee Agreement agreeing to guarantee the rent and the actions of the Tenant in compliance with the terms and conditions of the Agreement.

THE TENANCY AND TENANCY AGREEMENT

- In many cases the Tenancy created will be an Assured Shorthold Tenancy in accordance with the Housing Act 1988. This applies to all Tenancies where the rent is under £100,000.00 per annum, and the Tenant is an individual or individuals for whom the property will be their main or principal home, and where the landlord is not resident in the property during the Tenancy as defined by the Housing Act.
- Where the tenancy does not fall within the scope of the 1988 Housing Act, a Company or Contractual Tenancy will be arranged.
- The Tenancy Agreement period is usually for a fixed period of 6 or 12 months, although it may be possible to negotiate shorter or different periods if required.
- You will be required to attend our offices prior to the start of the Tenancy to sign the Tenancy Agreement.
- Where it is not possible for a Guarantor to attend our offices, the Guarantee will be sent to them.

- Once the Tenancy Agreement is signed and executed all parties will be legally bound and the Tenancy must continue until the end of the agreed fixed term unless all parties expressly agree otherwise.
- If you wish, and subject to good rent history and Landlord's approval, it may be possible to renew the Tenancy at the end of the initial term and enter into a further fixed term contract. We will contact you approximately 10 weeks before the expiry of the initial term to ascertain your requirements.
- In the event of a further fixed term Tenancy being agreed you will be required to pay £50.00 + VAT (£60.00) as a contribution to the costs for the preparation of the new Tenancy Agreement.

RENT

- The rent is payable monthly in advance throughout the period of the Tenancy, on the 1st day of each month by bank standing order.
- In the case of sharer tenants, we require one payment by standing order for the full amount of the monthly rent due, we cannot accept individual payments. We recommend that tenants sharing a property open a joint account from which the rent can be paid by standing order.
- You will be required to provide bank account details when signing the Tenancy Agreement and complete a bank standing order mandate instructing your bank to make the monthly payments.
- We cannot release keys or allow occupation of the property until we have confirmation that the standing order arrangements have been made with your bank.
- Please note that payments by bank standing order are not the same as a direct debit. It is your responsibility to ensure the bank makes payment. Rent demands and reminders are not sent and late payment fees and interest will be charged on any overdue payment of rent as shown below.

INITIAL RENT PAYMENT

- Where the Tenancy does not start on the 1st day of a month, the initial rent payment will be apportioned as shown in the following examples:
 - Tenancy Start Date: 1st - 14th March
The initial rent payment will be calculated from the Tenancy start date to the end March and the second payment will be due on 1st April and on the 1st of every month thereafter.
 - Tenancy Start Date: 15th - 31st March
The initial rent payment will be calculated from the Tenancy start date to the end of April and the second payment will be due on 1st May and on the 1st of every month thereafter.

- The initial rent payment is payable by banker's draft, building society cheque or cash on or before the start of the Tenancy.
- Please note that personal cheques will only be accepted with prior arrangement and at least ten working days before the Tenancy is due to commence to allow for clearing. All cheques should be made payable to Rees & Associates Property Management.

SUBSEQUENT & FINAL RENT PAYMENTS

- Subsequent rent payments are required on the 1st day of each month by a single bank standing order.
- If payments are made by any method other than a standing order an administration charge of £10 + VAT (£12.00) will be made each time this occurs except for the initial rent payment.
- The final month's rent will be calculated on a pro rata basis equivalent to the remaining days in that month.

LATE OR UNPAID RENT

- Where rent payments are late for any reason and reminders are necessary, an administration charge will be payable by you for each communication as follows:
 - £20.00 + VAT (£24.00) per letter;
 - £10.00 + VAT (12.00) per email or phone call;
 - £1.00 + VAT (£1.20) per sms text message.
- If a rent payment does not clear, or is returned, refused or represented for any reason, you will be charged £20 + VAT (£24.00) each time this occurs.

DEPOSIT

- A security deposit equivalent to one and a half month's rent is payable at the beginning of the Tenancy.
- This is payable at the same time as the initial rent payment on or before the start date of the Tenancy by banker's draft, building society cheque or cash. Personal cheques will only be accepted as outlined under Initial Rent Payment above.
- The deposit is held by us throughout the term of the Tenancy as security against damage or disrepair of the property.
- We hold the deposit as Stakeholders and where applicable in compliance with the Compulsory Tenancy Deposit Protection requirements of the Housing Act 2004, which state that all Tenancy deposits paid by a Tenant in respect of an Assured Shorthold Tenancy must be safeguarded under a government authorised Scheme. These Schemes also provide a dispute resolution service where necessary.

- Rees & Associates are members of The Dispute Service and all Assured Shorthold Tenancy deposits will be held and returned in accordance with the rules of that scheme, details of which will be provided to you at the start of the Tenancy.
- Please note that at no time can these deposit monies be used for payment of rent.
- At the end of the Tenancy the property will be checked against the inventory and the deposit will be returned to you, subject to deductions for the following:
 - Cost of check-out inspection as detailed below under Inventory; and
 - Any agreed sum applicable and agreed between the Landlord and Tenant to recompense the Landlord, eg for cleaning or missing items or damage or disrepair not considered to be fair wear and tear.
- Please note that interest is not paid on the security deposit.
- Compliance with all conditions and obligations of the Tenancy Agreement will also be taken into consideration.
- No deposit monies can be released until the keys to the property have been returned.
- The deposit or balance as applicable is only refundable by Company Cheque or Online Bank Transfer.
- Where there is a joint Tenancy Agreement, the deposit is returned in the form of one cheque or online Bank Transfer.

INVENTORY

- A detailed Inventory of Contents & Photographic Schedule of Condition is prepared at the start of every Tenancy.
- At the end of the Tenancy, the property is checked again against the Inventory to establish whether any deductions are required from your deposit to compensate the Landlord for any missing items, or damage or disrepair which cannot be attributed to fair wear and tear. (See Deposit above).
- This is an essential process, and the document is particularly important for all Assured Shorthold Tenancies which are required to comply with Compulsory Tenancy Deposit Protection regulations. In the event of a dispute at the end of the Tenancy, this document, together with the check out findings, will be used to reach resolution.
- You will be provided with a copy of the Inventory when you move in, which you are required to sign and return within 14 days as confirmation that you agree with the information shown. If you fail to do so, it will be construed that you accept the contents and have no queries or comments. It is therefore in your interest to thoroughly check the details of the Inventory as it will affect the deductions made from your deposit.

INVENTORY CHECK OUT FEE

- You are responsible for the cost of the check-out which is charged as follows:
 - £41.67 + VAT (£50.00) for a single room in a shared house;
 - £62.50 + Vat (£75.00) for a studio, 1 bedroom house or flat;
 - £83.33 + Vat (£100.00) for a 2 bedroom house or flat;
 - £104.17 + Vat (125.00) for a 3 bedroom house or flat;
 - £125.00 + Vat (150.00) for a 4 bedroom house or flat.

UTILITIES AND COUNCIL PROPERTY TAX

- Before you move into the property, we will read the gas, electricity and water meters (as applicable) and notify the relevant service providers of your residency. Some utility providers may require a deposit if you have not previously had a supply in your name.
- You must arrange for the telephone and any cable lines to be transferred into your name, as we are unable to do this on your behalf. In the event that the telephone line is disconnected, it will be your responsibility to arrange and pay for reconnection.
- We will also notify the local Council of your responsibility for the payment of Council Tax.
- Similarly, you will need to close your accounts with utility providers when you vacate the property and arrange for final bills to be sent to your new address.

INSURANCE

- During the course of a Tenancy, the Landlord's insurance will only cover the contents of the property provided by him, as detailed in the Inventory. This cover will usually be limited to loss or damage resulting from forcible entry, theft and water/fire damage caused through a system fault or failure. It may not extend to loss as a result of unforced entry, or accidental damage caused by your negligence or misuse.
- You are responsible for insuring your own belongings, and you may wish to consider insuring yourself against accidental damage to the Landlord's property caused by your negligence or misuse, in order to protect your deposit.

POSSESSION & MAINTENANCE

- On the Tenancy start date, keys for the property will be available from our office, subject to the satisfactory completion of all the above pre-tenancy requirements. If you are unable to collect the keys on that day, and would like them posted to your home address, we can arrange to do so. Please note however that they will have to be sent by special delivery, for which you will be required to reimburse us for the cost of postage.

- As Managing Agents, we hold a set of keys for the property. In the event that you lock yourself out of the property and you need us to attend to open the door, we will do so if a member of staff is available, however there will be an attendance charge of £40.00 + VAT (£48.00).
- During your Tenancy we will be responsible for the Management of the property. In order to do so effectively we will visit the property every three months (by prior appointment) to ensure that the property is being looked after properly and to check for any maintenance issues.
- In between visits you are required to report any repairs/maintenance issues to us as soon as practically possible so that we can take remedial action to minimise the damage. Failure to do so may result in your being charged for the subsequent repair.
- Whilst the Landlord is responsible for routine maintenance to the property and for the systems and appliances within the property, you are responsible for the upkeep and maintenance of the property and you will be expected to take reasonable care of the property and its contents.
- If any damage is caused due to the negligence or improper use of the Tenant, which is considered to be beyond normal 'wear and tear', the cost of any resultant repair or replacement will be your responsibility. To avoid unnecessary costs for yourself or the Landlord, we ask that you take care to look after the property and it's contents.
- You should not abuse the property or infringe upon the peaceful enjoyment of the neighbourhood. As well as keeping the property clean, you should make every effort:
 - To keep the property sufficiently ventilated to ensure condensation does not build up in problem areas such as the kitchen and bathroom;
 - To not allow rubbish to accumulate thereby avoiding any possible infestation and health hazard;
 - To take steps to prevent freezing of the water and heating systems, particularly if the property is vacated during the winter months;
 - To protect the property by ensuring that windows and doors are always securely locked when the property is unattended and any burglar alarm is set;
 - To care for the appliances (as applicable) eg:
 - Vacuum Cleaner: check bag and hose for blockages.
 - Washing Machine: check filters are cleaned regularly.
 - Dishwasher: ensure rinse aid and salt are topped up.

OTHER RELEVANT INFORMATION

- PETS are not normally permitted in rented property. You must advise us if you wish to keep any pet as special permission must be sought, but this may not be granted. If permission is granted, you will be required to provide an additional deposit of £250.00 as security against any related damage to the property.
- TELEVISION sets are not normally provided in rented property. Please note that the Tenant is responsible for paying the TV Licence fee in respect of the use of any television set in the property during the Tenancy.
- CABLE OR SATELLITE installations are not normally included in rented accommodation. Where properties are held under a Lease by the Landlord, there are often prohibitions relating to such installations. Permission from the Landlord must be sought if you wish to install cable or satellite TV, but this may not be granted.
- GUESTS Whilst it is expected that Tenants may wish to have occasional guests to stay for short periods, please be aware that long term or multiple guests may constitute a breach of your Tenancy Agreement.
- LINEN is not usually provided in rented accommodation, even in furnished properties. You will need to supply your own bed linen and towels.
- STAMP DUTY LAND TAX Under the Finance Act 2003, the Tenant is solely responsible for the payment of Stamp Duty Land Tax which may, under certain circumstances, be applicable on a Tenancy and any subsequent extensions thereof. This duty is payable to the Inland Revenue, and further information should be obtained from the Inland Revenue enquiry line on 0845 6030135 or from their website at www.inlandrevenue.gov.uk/so

OFFICE CONTACT DETAILS

- Unit 7
Stow Court
Stow Road
Stow-cum-Quy
Cambridge
CB25 9AS
t: 01223 81 00 55
f: 01223 81 00 59
e: info@reesassociates.co.uk

OFFICE OPENING TIMES

- 9.00 a.m. to 5.00 p.m. Monday – Friday