

### **RENTAL INFORMATION FOR TENANTS**

The Country House Company (TCHC) is headed by Sue Crossley BSc MRICS FARLA. Our offices are at The Granary, Whitedale Farm, Hambledon, where our specialist team provides a good personal service to clients and an extensive range of property services to meet your needs. The Country House Company has been helping Tenants to find the right house for many years and our small team of experienced staff will be pleased to help you find, and establish, a successful tenancy.

We set out below our information for tenants.

#### **LEGAL LIABILITIES AS A TENANT:**

As a tenant, you will be granted either an Assured Shorthold Tenancy, a Contractual Residential Tenancy, depending on the size and nature of the property, or a Company Letting Agreement. The law requires that you must move out of the property at the end of the agreed term, or renew the tenancy for a further fixed period or continue on a month to month basis. Before you are allowed to take up occupation you will be required to sign a detailed Tenancy Agreement which records exactly the period of your tenancy, the agreed rent, your obligations as Tenant and those of the Landlord and the Managing Agent's.

# **ID REQUIREMENTS: 2 separate forms of ID including:**

- Passport, photographic driving license to be presented in person during the viewing or at
  The Country House Company Office as advised, a consequent scan or photo to be made AND
  a utility bill or bank statement dated within the last 3 months provided. One copy of each ID
  is required for applicants who will be paying rent.
- Residency permit if not British national

## THE TENANTS RESPONSIBILITIES FOR THE PROPERTY:

You will be expected to treat the property as if it were your own home - to treat the furnishings and decorations carefully and undertake day to day maintenance. You will be responsible for payment of Council Tax and all domestic outgoings. You will be required to pay for the service and supply of Electricity, Gas, Water and Drainage – the provision of which will be transferred from the Landlord or the previous tenant to yourself by The Country House Company. You will need to make your own arrangements for the supply of, for example, telephone line rental and fuel supplies, and will be liable to them direct for their bills. You will also be liable for insuring the contents of the property, for the service contract of a burglar alarm and swimming pool running costs (if present).

#### THE LANDLORDS RESPONSIBILITIES FOR THE PROPERTY:

The Landlord is responsible for maintaining the property, its fixtures and fittings and the provision of services and any equipment (such as washing machines or fridges) to the same standard as it is when you take up your tenancy.







### **INSURANCE:**

The Landlord's buildings and contents are insured against normal risks. The Tenants possessions, however, are not covered. The Tenants are strongly advised to take out contents insurance to include liability and accidental damage cover.

### THE GARDEN:

Unless gardening is included in the rental (which will be stated in the property particulars) you will be expected to keep the garden in at least as tidy condition as when you first moved in and you may be required to carry out the seasonal maintenance, mowing, pruning, weeding, cultivating etc. You will either be responsible for mowing, weeding, pruning and tending the garden or an agreement will be made between you and the owner regarding the cost of paying a gardener. The requirements will be particular to each property.

## **PETS:**

The keeping of pets is entirely at the landlord's discretion and varies from property to property. An extra pets deposit against damages will be held if permission for the Tenant to keep a dog or cat at the property is granted. A Pet's Deposit can range from £50 for a rabbit to £1000 for a puppy and this will be held by TCHC as additional deposit, see 'Deposit' section below.

#### **SMOKING:**

Most Landlords will not wish smoking to take place inside the property or will not accept tenants who smoke.

### **ACCESS TO THE PROPERTY:**

Access to the property during the tenancy by the owner or his agent or workmen can only be by prior arrangement except in cases of emergencies. A provision is made in the Tenancy Agreement for the Landlord or Agent to inspect the property periodically. As the owners' Managing Agent, we have a duty to visit all properties at regular intervals (usually 2-3 x year) to check that they are being well cared for. We always welcome a telephone call or letter should you require help or advice on any matter.

## **REPAIRS:**

Any matters of repair needing attention should be reported to the Landlord or TCHC as his Managing Agents to arrange for the repair. These matters will be attended to as soon as practical, but it is always helpful for us to be able to contact contractors with due regard to weekends and holidays.

If you have caused damage during the course of your tenancy which has had to be put right and paid for by the Landlord or Agent, you will be expected to pay for it immediately.



Appointments made for contractors which are 'forgotten' by the Tenant or where alternative access arrangements have not been made for the contractors to carry out their work will be chargeable to the Tenant.

#### **DIFFERENT TYPES OF TENANCY AND REFERENCING:**

# **Private Lets:**

For both Assured Shorthold and Contractual Residential Tenancies, the Tenancy Agreement is made between the Landlord and the Tenant as an individual. These tenancies would normally be for a period of one year, perhaps with the possibility of renewal, but occasionally will be for a period of between six and twelve months.

# **References for Private Lets:**

You as tenants will be required to complete and sign an application form and a credit reference form. References will be sought from an employer and/or accountant and/or previous landlord, and a personal reference. A credit referencing agency will also be used and their forms also completed and signed. Referencing information will be shown to the Landlord if required.

# **Company Lets:**

The Agreement is made between the Landlord and a UK registered and trading company who assumes the role of 'Tenant'. The 'Occupant' must be an employee of the Tenant Company. References will be sought from the Company's bank, credit reference and references sought on the Occupant (usually from the Tenant's company) and personal reference.

If possible The Country House Company will try to arrange a meeting between the Landlord and the Tenant to introduce both parties, prior to the commencement of the Tenancy.

# **RESERVATION PAYMENT:**

If any applicant wishes to take up a tenancy, terms are agreed and the applicant is required to pay a reservation payment (25% for unfurnished and 50% for furnished properties of the monthly rent) and complete the application form and Maras Credit Reference form. References will be pursued only on receipt of the reservation payment and prior to the drawing-up of the Tenancy Agreement. If a tenancy results, the reservation payment will go forward as part of the Deposit for the Tenancy. The reservation payment will be non-returnable if the tenant withdraws or references are unsatisfactory. Terms of the Agreement will normally be agreed in writing.

### **INVENTORY:**

The Country House Company usually arranges for an inventory to be made-up at the beginning of the Tenancy. The Landlord usually pays for the inventory and the check-in, the Tenant pays for the check-out at the end of the term although the Landlord usually contributes towards the cost of the check out report. It is in your best interest where possible to attend both appointments to ensure



the details recorded are to your satisfaction. Two copies of the Inventory/Statement of condition will be given to the Tenant at the check in. The Tenant has 5 days from the commencement of the tenancy to return one copy with their comments signed. On return the Agent will agree the comments. If the Inventory is not returned within this time, the Inventory/Statement of Condition will be deemed as accepted in full without comment by the Tenant and will be used as such at check out.

The Landlord will be responsible for providing documentary evidence that the carpets, curtains, windows and chimneys have been professionally cleaned before the commencement of the tenancy, the Tenant will bear the cost of the same professional standard of cleaning at the termination and will also be required to provide documentary evidence thereof. Should there be dilapidations it is the managing agents responsibility to quantify the cost of making good. It again would therefore be in the Tenants best interest to ensure the property is left in good order to ensure that he has control over the cost of any making good that may be necessary.

The Managing Agent will visit the property in the first month and normally twice annually thereafter by prior appointment.

### **RENTAL PAYMENTS:**

The first rental payment will be made to The Country House Company and thereafter the rent will be payable either to the Landlord directly or to The Country House Company if we are acting as managing agents. Arrangements are made to pay the rent by standing order, usually monthly/quarterly in advance. An administration charge will be made for late payments and the Tenant will be responsible for legal costs and out of pocket expenses incurred as a result of late payment.

### **DEPOSIT:**

The Tenant is required to pay a deposit for the tenancy of 1½ times the monthly rent if unfurnished. In the case of substantial houses, part or fully furnished properties, a larger deposit will be negotiated. The Deposit will be safeguarded by the Tenancy Deposit Scheme, which is administered by: The Dispute Service Ltd, PO Box 1255, Hemel Hempstead, HP1 9GN. Telephone: 0845 226 7837 email: deposits@tds.gb.com; fax: 01494 253 193.

## **REFERENCING COSTS:**

The cost for the Tenant of documentation and referencing will be as set out in our Tenant Fee Information for Guidance (attached).



# PRIOR TO ENTRY:

To summarise, the tenant will need to sign the Tenancy Agreement and on signing pay the following:

- First monthly/quarterly Rental Payment.
- The outstanding Deposit (for unfurnished properties 1½ x monthly rent less Reservation Payment already received), together with any Pets Deposit.
- Administration Fee.

#### **MISCELLANEOUS CHARGES**

If a Tenant needs to break a tenancy agreement for any reason other than at a pre-agreed break point he/she will be responsible for the rent for the unexpired term, together with the associated costs involved which will depend on the length of the unexpired term. A forfeiture charge of one month's rent + VAT and the cost of the Surrender Deed will also be payable.

If the Landlord agrees to surrender the Tenant, once a new tenancy agreement has been signed the existing Tenant will be released from all tenancy responsibilities.

We have also reluctantly had to introduce a charge for late or missed appointments (for example a check in).

### **TENANCY RENEWAL:**

When a tenancy is renewed after the initial or subsequent fixed terms, an administration charge is payable, and the Landlord reserves the right to repeat credit referencing which will be chargeable to the tenant.

## **CHECK-OUT FEE AT TERMINATION:**

When your tenancy comes to an end, as tenants you will be charged for checking the Inventory (fee stated at commencement) from which any dilapidation will be assessed. Any deduction, together with the fee for the Schedule of Dilapidation (normally 5% of one month's rent + VAT), will be made from your deposit. In addition, if a reference is needed for a future tenancy, we would ask for a payment for this service.

PLEASE NOTE THE COUNTRY HOUSE COMPANY DOES NOT ACCEPT PAYMENT BY CREDIT CARD FOR ANY FEES OR RELATED COSTS.

### **RUNNING COSTS:**

Accounts for Council Tax, utilities (gas, electricity, telephone, fuel, water, etc) and all domestic outgoings are the responsibility of the Tenants. It is the Tenant's responsibility to inform BT if they



wish to have the telephone connected. It is BT's standard procedure for a 14 day delay between moving out and moving into a property for changes to be made, so they require plenty of advance notice. Please advise TCHC of telephone/broadband contract cancellation to ensure the line is not lost. Gas / Oil tanks will be left at least 50% full at the start of the Tenancy and must be left at least at the same level at the end of the Tenancy by the Tenant.

The utility accounts will be transferred into the Tenants name by the agent/Landlord. The new accounts will be sent to the property address. The agent will transfer the utilities back to the name of the Landlord at the end of the Tenancy once meter readings have been taken. Final accounts will be forwarded by the relevant suppliers to the Tenant for payment prior to return of deposit.

TCHC will need sight of final receipted utility invoices, including council tax, before deposits can be returned.

#### **CONNECTIONS TO SKY AND BROADBAND**

Connections to Sky and Broadband are also the Tenant's responsibility and permission is necessary for the provision/entry/erection of aerials and associated wiring. This permission must be sought from the Landlord or his Agent.

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Our team at The Country House Company aim to give a personal service of the highest professional standard. Sue Crossley, as principal of The Country House Company is bounded by the rules of the R.I.C.S. (Royal Institute of Chartered Surveyors) and A.R.L.A. (Association of Residential Letting Agents) and, as a company, we pledge to uphold the rules and principles of both organizations.

Our aim is to enable you as Tenants, and your Landlord, to enjoy a successful Tenancy.