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# Tenant information...

Property Sales | Lettings | Management



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LUXURY TOYS

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# **Comments from recent applicants**

"you were the nicest, most professional and reassuring agent we have met"

"I would like to express my deepest gratitude to your lettings team for the professional and personal service they have given while conducting the recent let of 3 Dean Cottage.

It has been an absolute pleasure to deal with your team throughout the course of the letting process. They have dealt with all my queries and questions in a prompt and helpful manner, making sure that I was in full receipt of all relevant information at all times.

Their willingness to make sure that I was happy with each given stage of the process was a refreshing change from other 'service levels' I have received with other companies in the past.

They have all presented your company in the best possible light from the first contact I had, all the way through. I could not be happier with your company standards."

"other Letting Agencies could learn a lot from your service"

"Many thanks for all your help and support over the tenancy period - please pass on our thanks to the whole team. We would thoroughly recommend you for your professionalism, service and friendliness."

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

# **Pre-Tenancy Information**



# **Rights and Responsibilities**

# Legal Liabilities as Tenant

Before you are allowed to take up occupation you will be required to sign a detailed Tenancy Agreement which records exactly the period of tenancy, the agreed rent, your obligations as Tenant and those of the Landlord and the Managing Agent.

You will be granted either an Assured Shorthold Tenancy or a Contractual Residential Tenancy, depending on the size of the property and nature of the tenancy, or a Company Letting Agreement. The law requires that you must either, move out of the property at the end of the agreed term, renew the tenancy for a further fixed period or continue on a month to month basis.

# The Tenant's Responsibilities for the Property

You will be expected to treat the property as if it were your own home - to look after the furnishings and decorations carefully and undertake day to day maintenance. You will be responsible for payment of Council Tax and the supply of other domestic outgoings; Electricity, Gas, Water and Drainage - the provision of which will be transferred from the Landlord or the previous Tenant to you (unless otherwise specified in the agreement). You will need to make your own arrangements and payment for telephone line rental and oil / gas fuel supplies. You will also be liable for insuring your contents within the property, the service contract of a burglar alarm and swimming pool running costs for example (if/where applicable).

# The Landlord's Responsibilities for the Property

The Landlord is responsible for maintaining the property, its structure, fixtures and fittings, the provision of services and any equipment (such as washing machines or fridges) to the same standard as at tenancy commencement. The Landlord is also responsible for keeping in repair and proper working order; the installations for the supply of water, gas and electricity and the installations in the property for space heating and heating water.

## Viewing

We appreciate that it can be difficult to fit viewings around a busy schedule, so we will always try to arrange viewings to suit you. If we think we can find other suitable properties, we will proactively suggest alternatives, often being able to provide our registered Applicants with early information about a property before it is marketed online. The more information you provide us with at the point of registration, the better placed we are to match you successfully.

We are the experts in matching applicants with properties, negotiating offers and agreeing Tenancy Agreement terms

## Offer

Following the viewing, should you decide a property is for you, please email the terms of your offer, i.e preferred start date, length of rental term, any proposed special clauses etc. We will then verify these details with the Landlord before coming back to you with a decision.

Please note, when securing a property you are taking it as seen, unless otherwise agreed.

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If your offer is accepted, each main tenant will need to provide ID in accordance with the government website as shown:

Proof of Name	Proof of Address	
Current signed passport	Utility Bill (gas, electric, satellite, television, landline phone bill) issued within three months of the tenancy commencement date	
Original birth certificate (UK birth certificate issued within 12 months of the date of birth in full including those issued by UK authorities overseas such as Embassies High Commissions and HM Forces	Local authority council tax bill for the current council tax year	
EEA member state identity card (which can also be used as evidence of address if it carries this)	Current UK driving license (but only if used for the name evidence)	
Current UK or EEA photocard driving license	Bank, Building Society or Credit Union statement or passbook dated within the last three months	
Full old – style driving license	Original mortgage statement from a recognized lender issued for the last full year	
Photographic registration cards for self employment individuals in the construction industry – CIS4	Solicitors Letter within three months of the tenancy commencement date confirming recent house purchase or land registry confirmation of address	
Benefit book or original notification letter from Benefits Agency	Council or housing association rent card or tenancy agreement for the current year	
Firearms or shotgun certificate	Benefit book or original notification letter from Benefits Agency (but not if used as proof of name)	
Residence permit issued by the Home Office to EEA nationals on sight of own country passport	HMRC self – assessment letters or tax demand within the current financial year	
National Identity card bearing a photograph of the applicant	Electoral Register entry	
	NHS Medical card or letter of confirmation from GP's practice of registration with the surgery	

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# **Holding Deposit**

Once an offer has been accepted, you are required to pay a Holding Deposit of up to a maximum of one week's rent. You will then be required to complete a referencing application. References will be pursued once we are in receipt of the Holding Deposit and prior to the drawing-up of the Tenancy Agreement. Provided referencing is successful, the Holding Deposit will go forward as part of the Tenancy Deposit for the tenancy. If the tenancy is not agreed the Holding Deposit will be returned within 15 days of receipt of funds or within 7 days of the decision not to proceed, unless the failure is deemed to have been a Tenant fault (see Permitted Payments).

# **Tenancy Deposit**

You are required to pay a security deposit for the tenancy of a maximum of five week's rent where the annual rent is less than £50,000 and a maximum of six week's rent where the annual rent is £50,000 or more. The Deposit will be safeguarded by the Tenancy Deposit Scheme which is administered by : The Dispute Service Ltd., 1 The Progression Centre, 42 Mark Road, Hemel Hempstead, Hertfordshire HP2 7DW. Telephone: 0300 037 1000. Email: deposits@tenancydepositscheme.com.

# **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 according to what has been agreed. Arrangements are made to pay the rent by standing order, usually monthly or quarterly in advance.

# Inventory/Statement of Condition

The Country House Company arranges for an inventory/statement of condition to be produced at the beginning of the tenancy (unless otherwise specified). The Landlord pays for the inventory/statement of condition, the check in and the check out at the end of the term. It is in your best interest, where possible, to attend both the check in and the check out appointments to ensure that the details recorded are to your satisfaction. A copy of the inventory/statement of condition will be given to you at the check in. You have five days from the commencement of the tenancy to return a signed copy along with your comments. Upon receipt of your comments we will agree them and record them on the file. If the inventory/statement of condition is not returned within this time, the inventory/statement of condition will be deemed to have been 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 cleaned to a professional standard prior to the commencement of the tenancy. You, as Tenant, will be expected, under the terms of the Tenancy Agreement, to return the Premises to the same standard as at entry with documentary evidence where appropriate.

## **To Summarise**

Once an offer is accepted and terms have been agreed, and prior to the commencement date of the tenancy, the applicant will:

- Pay the Holding Deposit
- Complete a Referencing Application
- Sign the Tenancy Agreement
- Pay the first monthly/quarterly rent payment
- Pay the outstanding Tenancy Deposit

# **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(s) in their individual name(s). 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**

References will be sought from an employer and/or accountant and/or previous landlord. Referencing information will be shown to the Landlord if requested/required.

# **Company Lets**

The Agreement is made between the Landlord and a UK registered and trading company who assumes the title of 'Tenant'. The Permitted Occupant must be an employee of the Tenant Company. References will be sought from the Company. 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.



# **PERMITTED PAYMENTS JUNE 2019**

Please note that where a tenancy was negotiated prior to 01 June 2019, some fees may still apply. See Page 20.

#### HOLDING DEPOSIT

#### **CAPPED AT:**

#### A MAXIMUM OF ONE WEEK'S RENT

The Holding Deposit will be repaid by the Agent to the Tenant within 15 days of receipt if the tenancy does not proceed or within 7 days of the decision not to proceed.

If the terms of the proposed tenancy are agreed between the Landlord and the Tenant within 15 days of receipt, or later if agreed between the parties, the Holding Deposit will be held by the Agent until the start date of the tenancy and will be used towards the payment of the Tenancy Deposit.

The Holding Deposit will not be repaid if:

- The Tenant fails the Right to Rent check AND the Landlord and/or the Agent did not know and could not reasonably be expected to know that this would be the case before the deposit was taken
- The Tenant provides false or misleading information AND the Landlord is reasonably entitled to take into account the difference between the information provided and the correct information OR the Landlord is reasonably entitled to take the Tenant's action in providing the information in to account
- The Tenant notifies the Landlord before the deadline day that he has decided not to enter in to an agreement
- Agreement has not been reached by the deadline and the Landlord and Agent have taken all reasonable steps to enter the tenancy but the Tenant has not

#### TENANCY DEPOSIT

#### CAPPED AT:

- A MAXIMUM OF FIVE WEEK'S RENT WHERE THE ANNUAL RENT IS LESS THAN £50,000
- A MAXIMUM OF SIX WEEK'S RENT WHERE THE ANNUAL RENT IS £50,000 OR MORE

#### LOSS OF A KEY

#### **CAPPED AT:**

- THE COSTS WHICH ARE REASONABLY INCURRED BY THE LANDLORD OR AGENT AS A RESULT OF THE DEFAULT AND SUPPORTED BY WRITTEN EVIDENCE PROVIDED TO THE TENANT

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#### LATE RENT

#### **CAPPED AT:**



- A MAXIMUM OF DAILY INTEREST FOR THE LATE PERIOD OF 3% ABOVE BANK OF ENGLAND BASE RATE AND ONLY CHARGEABLE ONCE THE RENT HAS BEEN LATE FOR A PERIOD OF FOURTEEN DAYS OR MORE

#### BREACH OF A TENANCY AGREEMENT

#### **CAPPED AT:**

- THE COSTS WHICH ARE REASONABLY INCURRED BY THE LANDLORD OR AGENT AS A RESULT OF THE BREACH AND SUPPORTED BY WRITTEN EVIDENCE PROVIDED TO THE TENANT

#### **CHANGES TO THE TENANCY**

#### **CAPPED AT:**

- £50 INCLUDING VAT OR THE REASONABLE COSTS ASSSOCIATED WITH THE VARIATION, ASSIGNMENT OR AMENDMENT TO THE TENANCY AT THE TENANT'S REQUEST AND SUPPORTED BY WRITTEN EVIDENCE PROVIDED TO THE TENANT

#### **TERMINATION OF THE TENANCY**

#### CAPPED AT:

- THE LOSS SUFFERED BY THE LANDLORD IN CONSIDERATION OF HIS ALLOWING IT TO HAPPEN (UNEXPIRED COSTS AND LOST RENT)
- THE REASONABLE COSTS OF THE AGENT IN ARRANGING IT

# **BANK DETAILS:**

Bank Name:	NatWest Bank PLC
Bank Address:	5 East Street, Chichester, West Sussex
Post Code:	PO191HH
Sort Code:	60-05-24
Account Name:	The Country House Company Clients Account
Account Number:	16105192
TCHC IBAN Number:	GB34NWBK (followed by the sort code and then the account number)
SWIFT Number:	NWBKGB2L

#### PLEASE NOTE THAT THE COUNTRY HOUSE COMPANY DOES NOT ACCEPT PAYMENT BY CASH OR CARD



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# Utilities

# Who is responsible for transferring utilities?

The payment of utilities and Council Tax will be your responsibility as Tenant, unless otherwise agreed. If the property is managed by The Country House Company, we will take the meter readings and notify the aforementioned on your behalf at the beginning and end of the tenancy. If the Landlord is managing the property, they will update the utility companies and Council and you will be required to contact the utility providers with final readings when you vacate. Should you wish to switch utility companies, you may do so as long as you advise The Country House Company as your Managing Agent / Landlord in advance.

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. Please inform the provider that there will be a 'working line takeover'.** 

Gas / Oil tanks must be left at least at the same level at the end of the Tenancy as at the start.

# **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 The Country House Company.

## 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.

# Cleaning

The property will usually have been professionally cleaned prior to the tenancy commencement. If you feel there are any cleaning oversights please note them on your inventory report comments sheet and submit to us. You will not be responsible for returning the property in a cleaner condition than documented in the inventory, unless additional cleaning took place after check in at your landlord's expense. Please contact your Property Manager/Landlord if you have any concerns in this regard.



# Contact

# Who is my contact at The Country House Company?

If your Landlord has selected the Fully Managed Service, prior to moving into your new home you will be provided with details of a dedicated Property Manager who will be your main point of contact throughout the tenancy (details of which will be on your check in pack). If they are unavailable a colleague will gladly assist.

- Your Property Manager will usually be available from 9am to 5:30pm Monday to Friday on the office number 02392 632 275
- There is an out of office line should you have a maintenance emergency. Only call out of hours in an emergency or you will be responsible for the cost. If you are unsure of whom your Property Manager is please check with the office.
- Your Property Manager will visit you at the property one month following the start of the tenancy to ensure there are no immediate issues. You will then have two visits per year. You will be given ample notice ahead of an intended visit. You are under a statutory and contractual obligation to allow your Landlord / his representatives access subject to you being given at least twenty-four hours notice. Your wishes will be accommodated wherever reasonably possible, however, failure to provide access is viewed as a serious breach of your obligations. Please do not wait for a property visit before highlighting maintenance and repair issues as these should be discussed with your Property Manager as soon as possible.

# If the property is NOT fully managed by The Country House Company, please contact your Landlord or their chosen delegate directly – full details to be provided at check in

## Maintenance Issues

Tenants are responsible for promptly reporting maintenance issues as they arise. You can report maintenance issues directly to your Landlord, if they manage the property, or for managed properties, by calling The Country House Company office, the out of hours phone line or by email.

If the issue is relating to an appliance, please refer to the manual as first port of call. **If in doubt instruction manuals can be found online.** 

When a breakdown occurs, your Property Manager/Landlord will arrange for an approved contractor to visit as soon as is reasonably possible. **It is important to remember that your Landlord is unable to protect you from, or to compensate you for, the inconvenience that inevitably occurs when repairs are required.** In the event of a breakdown your Property Manager will do everything reasonably possible to keep any inconvenience to you to a minimum.

Ahead of Winter it is important to check that your heating system is operating correctly. After reference to the instruction manual, please remember that with gas fired boilers you should check if the pressure needs increasing. With central heating systems, to avoid all or part of a radiator remaining cold you will usually need to bleed air from the radiator when the system is first switched on. These simple steps will assist in avoiding unnecessary call out charges.



# **To Summarise**

- Always check the instruction manual and carry out a few simple checks before reporting a problem.
- Have details of appliance make and model to hand when reporting a fault.
- Remember to check that your heating is working properly before the winter months.
- Our approved contractors are vetted and carry adequate public liability insurance. If you would prefer to be present when a contractor visits this is perfectly acceptable but may lead to a delay.

# Septic Tank or Sewerage System Issue

Please check the Tenancy Agreement for your obligations which should include details of how often the tank needs to be emptied together with any restrictions on what can and cannot be put through the drainage and sewerage system.

# **Blocked Drains**

Unless the problem has been caused by a failure in the sewerage or drainage system, you as Tenant are responsible for clearing blockages. Subject to any restrictions on the use of chemicals, regular use of drain cleaners in bathrooms and kitchens helps avoid blockages.

# **Condensation and Ventilation**

Condensation is caused when water vapour comes into contact with cold surfaces and condenses to form dampness or water droplets. Air can contain varying amounts of water vapour; warm air can hold more water vapour than cold air. When warm air comes into contact with a colder surface, it cools down and can't retain the same amount of water vapour. The excess water vapour is released and forms condensation.

- Put lids on saucepans while you're cooking to reduce the amount of steam.
- Avoid drying laundry on a clothes airer or radiator. If you need to dry clothes indoors, open the window and close the door of the room where the clothes are drying, so that moisture can escape outside rather than circulate around your home.
- If you use a vented tumble drier, make sure it is properly vented to an open window or through an outside wall.
- While cooking, bathing or washing, use an extractor fan and/or open a window, and keep the door closed. Keep the extractor fan on and/or the window open for about 20 minutes after you have finished (with the door closed).



- When condensation appears, wipe it away.
- Leave trickle vents (slotted vents in the window frames) open when rooms are occupied even in the winter when your heating is on. These vents provide constant ventilation which removes water vapour.
- If you can, put free-standing wardrobes and other furniture against internal walls, leaving a gap between the wall and the furniture so that air can circulate around the room. Try not to overfill cupboards, wardrobes and drawers so that air can circulate around the contents.
- Keep your home warm to avoid cold surfaces, and remember that it can take a long time for a building to warm up.
- If your home is unoccupied during the day, make sure the timer is set so that your home is warm by the time you return. During very cold weather it's better to leave the heating on during the day to maintain an even temperature. The temperature can be set a few degrees lower while you're out and turned up when you return.
- If you don't use all of the rooms in your home, you should still keep them heated to avoid cold areas. It's better to keep all rooms heated to a low temperature than to have some rooms heated to a high temperature while others have the heating turned off.

# Hanging Pictures

Always refer to your Tenancy Agreement and do notify The Country House Company/the Landlord prior to hanging or fixing pictures, placards or wall hangings

# **Your Safety**

# **Smoke Detectors and Carbon Monoxide Alarms**

Pre-tenancy we ensure there is a smoke alarm per floor of our rental properties, boilers are serviced and carbon monoxide detectors located next to any fuel burner and boiler to protect you against risk.

During the tenancy:

- Test alarms weekly using the button located on the alarm.
- Keep alarms free from dust and other obstructions.
- Replace batteries regularly.
- Whilst replacing batteries in the alarms provided by your Landlord, it is your responsibility that any faults be reported immediately.
- Never block air vents in rooms containing a gas or other carbon burning appliance.



# Gas

Your Landlord, and The Country House Company as their representing agent, have duties under the Gas Safety (Installation and Use) Regulations 1998 to arrange a gas safety certificate to be produced pre tenancy by a Gas Safe Registered Engineer and to have all pipe work, appliances and flues maintained throughout tenancy.

Your Landlord / Managing Agent will arrange for an annual gas safety check to be carried out by a Gas Safe registered engineer. They must keep a record of the safety check for 2 years and issue a copy to each existing tenant within 28 days of the check being completed. A copy will be issued to any new Tenants before they move in.

If you smell gas you should call the National Gas Emergency Service on 0800 111 999 and vacate property until help arrives. Remember to ventilate the room as much as possible and do not turn on lights or electrical appliances.

# Legionella

Legionnaires' disease is a form of pneumonia which can pose potential health problems, particularly for higher risk groups. It is caused by the inhalation of small droplets of contaminated water containing Legionella. All manmade hot and cold water systems are likely to provide an environment where Legionella can grow, however, such problems are rare when a system is operating normally. You should therefore take reasonable precautions:

- When a hot water system is operating normally water should be delivered to outlets such as showers and taps at between 50 and 55 degrees.
- Promptly report any problems with hot water not being delivered within these parameters.
- Care should be exercised when testing the water temperature to avoid scolding.
- When first using the water system after a period of non use (1 week or longer), allow at least 1 hour for the hot water to reach temperature.
- Showers and taps should be flushed through following a period of non use.
- Showers and taps (especially those with aerators) should be regularly cleaned and disinfected.
- Showers and taps with pre set mixers operating below 50 to 55 degrees should be cleaned and disinfected more regularly. Use of these should be avoided by higher risk groups, including those suffering from chronic respiratory or kidney disease, and people whose immune system is impaired.
- Hot tubs and whirlpool baths should be cleaned and operated in accordance with the manufacturer's guidelines.

# **End of Tenancy Information**





# **Tenancy Renewal**

The Country House Company will contact both Tenant and Landlord well ahead of the end of your tenancy term, to confirm plans for renewal. At this point, in line with the terms of the Tenancy Agreement, the Landlord may review the rent.

# **Check Out**

An appointment will be arranged for you to meet with an inventory clerk at the property to hand over keys. The clerk will then check the condition of the property against the inventory document prepared at the start of the tenancy, along with any additional comments supplied by yourself. This check-out report will note any differences which, fair wear and tear aside, will form the basis from which to calculate the apportionment of the deposit, where applicable.

You will have been given a copy of the inventory shortly after your tenancy started. In preparing to leave we advise that you check this document to ensure you are returning the property in the same condition as you found it, and do not, for instance, inadvertently remove any of your Landlord's belongings.

# Important points to remember:

- Have any missing or broken items been replaced?
- Have any blown light bulbs been replaced?
- Have you reported any electrical items not in working order?
- Have the furniture/appliances been returned to the original position?
- Have all of your possessions been removed, including those stored the outbuildings?
- Have you had the septic tank emptied and oil/ gas topped up?
- Have you set up mail redirection?
- Have you cancelled your rental standing order?
- Have you had all working chimneys flues swept?
- Have you had a professional clean and window clean?





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"Many thanks for all your help and support over the tenancy period - please pass on our thanks to the whole team. We would thoroughly recommend you for your professionalism, service and friendliness."

Estate Agents specialising in sales, lettings and management of country homes and town houses across Hampshire, West Sussex and the South.

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