



## TENANTS GUIDE

### FINDING THE RIGHT PROPERTY

At Mike Rogerson Estate Agents we produce a regularly updated list of rental properties. Our properties are also displayed on our web site and advertised in the local press. Whilst these provide a useful guide of available properties they should not be relied upon exclusively as you can often find that by the time you get round to making an appointment to view, the property may have already been let. The best way to secure the right property is to make regular contact with your local office and make the staff aware of your requirements.

### SECURING THE TENANCY

Once you have found the property you want you must complete an application form. An application can be requested at any of our offices or down loaded from the website.

### REFERENCE CHECKS

All prospective tenants who are to occupy the property who are over the age of 18 must be referenced. The Agent must be supplied with suitable references. For example, a reference from a previous landlord or landlords agent, a bank, or an employer. A reference will not be accepted from a family member or friend. It must be from someone who knows you in a professional capacity.

### APPLICATION FEE'S

An application fee is payable upon submission of your rental application. This fee covers referencing and administrative costs. In the event that the prospective tenant changes their mind this fee is none refundable regardless of the reasons.

### DEPOSIT

The tenant will be required to pay a deposit of at least the equal of one months rent. The deposit will be protected in accordance with the Housing Act 2004. At the start of the Tenancy, full details will be provided of how and where your deposit is to be held.

### RENT

Rent is always paid in advance. Before you receive the keys to your property you will have to make your first rental payment. The agent must be in receipt of cleared funds before they will release the keys.

## STAMP DUTY

Where the amount of rent due under the terms of the agreement exceeds £5000 stamp duty is payable. This must also be paid prior to the commencement of the tenancy. Please ask your agent for details of the amount of Stamp Duty you will have to pay. You may wish to make all future rental payments by standing order; this can be arranged by your local office.

## LEGALLY BINDING

You must realize that a tenancy agreement is a Legally Binding agreement. If you do not wish to be bound by its terms, do not sign it. If you are unsure what you are signing or what the implications may be you should seek legal advice.

## DURING THE TENANCY

The tenant must look after the property. The tenant is responsible for regular running costs for example, for payment of gas, electric and all other utility costs and council tax charges.

## PROPERTY REPAIRS & MAINTENANCE

Things do go wrong. Appliances can break down. If you find yourself with a problem or something is not working, you should report it to your local office or direct to your landlord if they are managing the property themselves. Once you have reported the fault, if appropriate your landlord will be informed and contractor engaged to attend to the problem. The tenant must appreciate that most contractors operate during normal business hours and the tenant or their representative must be available to allow the contractor access. If an appointment is made with a tenant to meet a contractor and the tenant fails to keep the appointment a charge may be made.

## FAIR WEAR & TEAR

It is expected that over time fixtures and fittings will deteriorate during normal every day use, however excessive deterioration can mean that your deposit will not be returned at the end of your tenancy. It is wise to protect your deposit during the term of your tenancy by taking care of the property. For example, if there is a spillage, clean it up immediately, don't allow a stain to result on furniture or carpets. Do not allow condensation to build up in bathrooms or kitchens. Open a window. Treat any mould or mildew with an appropriate product. This all sounds like common sense but it is worth pointing out so as to avoid problems at the end of the tenancy.

## GARDENS & OUTSIDE AREAS

It is usually the case that the tenant is responsible for the upkeep of any garden or outside space that forms part of the property unless otherwise stated in your tenancy agreement. Again it sounds so obvious but if not kept on top of it can become very difficult and expensive at the end of a tenancy to return a garden to an acceptable condition.

## INSURANCE

It is your landlord's responsibility to insure the buildings and any contents they have supplied. It is the responsibility of the tenant to insure their contents. If you require a quote for contents insurance please contact your local office.

## LANDLORDS OBLIGATIONS

Just like the tenant the landlord must abide by the terms and conditions of the tenancy. The landlord must also comply with certain legislation.

## ELECTRICITY

The landlord must ensure the electrical installations within the property are safe. To comply with the Electrical Equipment (safety) Regulations 1994 a portable appliance test on all electrical appliances is strongly recommended.

## GAS

The Gas Safety (installation and use) Regulations 1994 require the landlord to maintain gas appliances and have them checked by a Gas Safe registered engineer every twelve months.

## SMOKE DETECTORS ACT 1991

Under the terms of the Act, all buildings built after June 1992 must be fitted with mains operated smoke detectors.

## FURNITURE

The Furniture and Furnishings (Fire Safety) Regulations 1988. Items such as sofas mattresses loose covers etc provided by the landlord must comply.

## QUIET ENJOYMENT / RIGHT OF ACCESS

The landlord must allow the tenant to enjoy the tenancy quietly without unnecessary disturbance or interruption. The Tenant will allow the landlord upon the giving of at least 24 hours notice access to the property for the purpose of inspecting the property for any repair requirements.

## AT THE END OF THE TENANCY: -

## CLEANING

At the end of the tenancy the tenant is required to return the property in a professionally cleaned condition. In all rooms any carpets should be professionally cleaned. Wooden floors should be cleaned and polished. Walls, wall fittings, coving, ceiling lights, sockets and switches should be dusted and any cobwebs removed. Windows should be cleaned inside and out. All paintwork should be washed. In the Bathroom all appliances should be washed. Any scale or water marks should be removed. Any mirrors or glass surfaces should be cleaned and polished. In the kitchen, cupboards should be cleaned inside and out.

## UTILITIES

The tenant is responsible for all utility accounts until the end of the tenancy. The tenant must make arrangements to settle any final accounts.

## RETURN OF DEPOSIT

At the end of the tenancy, you will want to get your deposit back as quickly as possible. In order to achieve this you must return the property in an acceptable condition. Settle all utility accounts. Return all keys and provide a forwarding address.

[WWW.MIKEROGERSON.CO.UK](http://WWW.MIKEROGERSON.CO.UK)

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