

Lane & BROWNS

LANE & BROWNS PROPERTY MANAGEMENT

A TENANTS GUIDE

Lane & Browns Property Management has been established in Sandy since 1988 and pride ourselves on our personal service to both Landlord and Tenant.

Lane & Browns Property Management has a large portfolio of rental property and this brochure is designed to outline our terms and conditions and tries to answer most of the questions that normally arise when a tenant is considering renting a property.

Should there be any further queries that you may have then we would be pleased to assist.



Lane & Browns, Estate Agents, 11 High Street, Sandy, Beds. SG19 1AG
Tel : 01767 691122 Fax : 01767 691092
Email: mail@lane-browns.co.uk Web: www.lane-browns.co.uk

1. OUR MANAGEMENT SERVICE The property is under the personal control of Graham Brown F.N.A.E.A backed by our capable staff, all of whom have had several years' experience working in Property Management. We are confident that when you chose to rent from Lane & Browns Property Management, you will receive a thorough and efficient service taking care of all day to day worries.

2. CREDIT REFERENCES Once you have decided on a property we require each Tenant to complete a Credit Reference Application. In most circumstances you must be able to pass the following criteria to qualify for a full credit reference.

- 1 Salary must not be less than (2.5 * the rent) *12
- 2 Have been in continuous employment for more than 6 months
- 3 Any County Court Judgment must be below £500. **Failure to disclose a CCJ will mean automatic refusal.**
- 4 Be on the electoral role or be able to provide proof of residence for the last 3 months.
- 5 If self-employed must be professionally qualified. i.e. Accountant or Solicitor
- 6 If the application is in joint names and you have not been living with your partner for less than 12 months then both parties will be required to be credit checked.

Each tenant must pay £94.00 (£117.50 for non UK residents) for the processing of the application. Payment can be made at the office using debit or credit cards. (**Debit cards £1.00. Credit cards will have a minimum £1.00 plus 2% handling charge**). We use a Credit Search Agency who will carry out a search and advise the proposed tenant that the information supplied on the application form and tenant profile form will be used to trace tenants who vacate the property leaving damage or rent arrears. The Credit Agency take between 3 and 5 days and then provide us with information on the following: -

We would ask that you contact the office after about 4 days to check that we have received the references and to arrange a date for you to move into the property. If the house is vacant we can normally arrange this within a few days.

NB LANE & BROWNS CANNOT UNDER ANY CIRCUMSTANCES DIVULGE TO YOU ANY INFORMATION OBTAINED FROM THE CREDIT REFERENCE

Should you not pass the credit reference then we will need consent from the Landlord to rent to you. If the landlord agrees we will need you to have either a Guarantor who must be an employed home owner who will have to be separately credit referenced and / or for you to pay 6 months rent & 2 months deposit in advance.

3. TENANCY AGREEMENT You will be asked to sign a tenancy agreement. You should read this very carefully and keep a copy. If in doubt do not sign the agreement. Assured Shorthold Tenancy Agreement can be for any agreed initial term but is usually for an initial term of six months. This type of tenancy protects the Landlord so that he can always obtain possession once Notice is served but must allow the tenant to live in the property for not less than the initial term. It can be terminated by the Landlord giving not less than two months notice to quit on the fourth month, effective at the end of the first six months. The tenancy can also be terminated by the Tenant giving one month notice in writing, on or before the rent day in the last month of the initial period. After the initial period one months notice in writing must be given on or before the rent due day which is the first of each month.

4. RENT DAY - 1st of each month Rent is due on the first of each month. Will do not accept cash, payment should be made by Bank Standing Order, Internet transfer or at the office using debit or credit cards (Debit cards £1.00; Credit cards will have a minimum £1.00 plus 2% handling charge). If your tenancy start or end date falls part way through a month the rent will be calculated on a daily rate (Rent x 12/365 * number of days) until the 1st of the next month.

5. NON-PAYMENT OF RENT Late payment of rent is considered if payment has not received at our Bank by the 7th of the month. Should this occur this will trigger a series of 'late rent' letters and telephone calls requesting immediate payment of the overdue rent and should this not be heeded within 21 days then action will be taken to recover the amount due & possession. If the rent is persistently paid late (for more than 3 months) you will be charged £20 plus VAT administration fee for every letter issued. If the matter has to go to Court you will not only owe the rent but also our additional costs (£75 an hour), legal expenses, interest and Court Fees.

6. LOCAL HOUSING ALLOWANCE For those in receipt of Local Housing Allowance will received the benefit 4 weekly direct into their bank account, but we will require that you pay the rent on the 1st of each month. A guarantor will be needed who will become responsible for the rent if you fall over 4 weeks in arrears.

As at February 2009 the monthly allowances for the Bedford BRMA are:-

1 Bedroom **£475.02** 2 Bedroom **£595.01** 3 Bedroom **£700.00** 4 Bedroom **£975.00** 5 Bedroom **£1395.33**. The tenant's family circumstances entitle them to receive Local Housing Allowance according to the size of their family, one bedroom being allocated for every adult couple; any other person aged 16 or over; any 2 children of the same sex under 16; any 2 children regardless of sex under 10; any other child. The allowance is normally for a period of up to one year and is not reviewed within this period. To get up to date information go to <https://lha-direct.therentserve.gov.uk/Secure/LHARateSearch.aspx?SearchType=LA>

The allowance for single tenants under 25 in shared accommodation has been set at £325. If the rent is more than the allowance you will need to make up the shortfall. **Tenants in receipt of Local Housing Allowance will need a guarantor**

7. OUTGOINGS The Tenant is responsible for all outgoing. Water, Gas, Electricity and Council Tax. The necessary authorities will have been informed of the date that you took up occupation and that you are responsible for these bills.

8. INVENTORY & TENANCY AGREEMENT . We make a charge of £85.00 plus VAT for preparing the tenancy agreement and associated documents and this will appear on your first account. You will be provided with a detailed inventory (from Lane & Browns if fully managed or from your landlord). **It is essential that you check that the inventory is accurate**, as you will be asked to sign the Inventory and return it to the office within 48 hours of taking up occupation. It is normally accepted that corrections can be made by the Tenant to the Inventory, but the Tenant will be held liable to return the property in the same condition as detailed on the Inventory. If the Inventory is not returned it will be assumed that the Inventory is correct. **Lane & Browns** normally hold a photographic record of the property that will be used in cases of dispute. The lease will require that you to have all the carpets **professionally** steam cleaned at the end of the tenancy.

9. DEPOSIT All deposits are protected by The Tenant Deposit Scheme are securely held and that disputes about their return are resolved quickly, cheaply and fairly. We will be holding a deposit as stakeholders against breakages and the tenancy has been drawn under the Government guidelines to resolve any dispute between Landlord & Tenant in relation as to the return of deposits at the end of tenancies and administered by **The Dispute Service**

We ask Tenants that they supply one months rent to be held by us as deposit during the tenancy. This will be refunded at the end of the tenancy once we have checked the condition of the property. If the Tenants are to be in receipt of Local Housing Allowance we will require two months deposit. When notice is received we will write with a vacation form which must be completed and returned to the office together with all the keys. Provided that there are no disputes the Deposit will normally be returned 10 days after the property has been vacated and keys returned to this office, by cheque, the forwarding address supplied. No interest is paid on deposits held.

For Tenants with pets an additional deposit equivalent to one months rent will be required by some landlords. Unfortunately pets can leave unwanted guests which do not immediately become apparent. Flea infestation of a property once the pets have been removed normally only becomes evident after 2-3 weeks and we will return the deposit 4 weeks after vacation. Should this prove to be the case then the deposit will be utilised towards fumigation and cleaning of carpets and curtains.

Malicious damage by the tenant, or damage considered to be in excess of normal fair wear and tear and cleaning costs will be deducted from your deposits.

10. ELECTRICITY AND GAS SUPPLIES Tenants must contact all the utility companies, supply the ingoing meter readings and arrange for connection to gas, electricity & water. Where know will be endeavour to supply the name of the current supplier responsible for the connection. You have a statutory right to change supplier. To find out who is the current supplier contact :- Electricity (08701 963082) Gas (0870 6081524). At the end of the tenancy you must provide all the utility companies with the final meter readings and settle the account.

11. GAS SAFETY REGULATIONS 1994 - ANNUAL CORGI INSPECTIONS Gas heating systems should be checked regularly. By law a Corgi approved contractor must inspect each property every 12 months; the cost of the inspection is the responsibility of the Landlord. Lane & Browns will hold a Certificate of Gas Safety, a copy of which will be given to the tenant. Tenants will be notified of the renewal inspection date, it is a legal requirement for the landlord to have a certificate so if we cannot arrange an appointment the Corgi Contractor will be given keys to allow access to carry out the inspection.

12. WATER RATES Our standard Lease provides that the Tenant is responsible for the payment of water rates. Some properties are on a water meter. You will need to contact Anglia Water to arrange for connection on 0800 919155.

13. TELEPHONE Tenants are responsible for any connection or re-connection charge and should contact telephone company to have the phone changed to their name.

14. HOUSE AND CONTENTS INSURANCE The Landlord will insure the property. Lane & Browns will require that tenants have at least £5000 of Tenants Contents Insurance that will give cover for both the tenant and accidental damage to the Landlords contents. If tenants do not already have insurance this will be arranged at a very reasonable cost.

15. COUNCIL TAX This is the responsibility of the Tenant. You need to tell the Council Tax Office of the date that you move in. Our experience shows that they are now very efficient and will track Tenants from property to property for recovery of tax. As Letting Agents, Lane & Browns are obliged by law to tell the Council of your occupation, previous address and your forwarding address.

16. MAINTENANCE AND GROUND RENT (LEASEHOLD PROPERTIES ONLY)
The Landlord is normally responsible for both the maintenance and ground rent charges

17. CLEANING / GARDENING The tenant should leave the house in a tidy condition. The lease will require that the carpets are professionally steamed cleaned at the end of the tenancy. Should the property not be left in a satisfactory condition Lane & Browns will employ professional cleaners, the cost of which will be deducted from the deposit. The gardens should also be maintained in good condition according to the season of the year. If the garden is not being maintained during the tenancy or is not left in a satisfactory condition Lane & Browns will employ gardeners and the cost deducted from the deposit.

18. PETS Our standard Lease does not allow any pets of any kind except upon written consent. It must be pointed out that although visible damage caused by animals can normally be noticed there have been problems with flea infestation and smell 2-3 weeks of the property being vacant. If the landlord consents to pets there will be an additional one months rents deposit and deposits are not normally returned until 4 weeks after vacation. We will require that all carpets to be professionally steamed cleaned every 12 months and upon vacation and to employ a professional company to treat for flea infestation upon vacation.

19. INSPECTION The lease allows Lane & Browns to carry out inspections of the property to ensure that it is being kept in the manner laid down in the Tenancy Agreement. Our experience shows that some properties need to be inspected more frequently than others are. Our management visits would include investigation of defects, which come to our notice or are clearly and adequately brought to our attention by the Tenant. We will write advising you we wish to inspect, normally between 9.30 am and 4 p.m weekdays, if you are unable to be present the lease allows us to inspect using the keys that we hold. The inspection will normally only take no more than 5 minutes.

20. FAIR WEAR & TEAR The Tenancy Agreement allows for the Tenant to have free and unabated use of the property. The Landlord accepts that there will be normal wear and tear to the property, fixtures and fittings. Tenants will be required to hold insurance to protect the Tenants personal possessions and accidental damage caused by the Tenant to the Landlords furniture, fixtures and fittings. If something has been maliciously damaged the Tenant will be held responsible.

21. MAINTENANCE If any item needs repairing please contact the office immediately. We use a number of local tradesmen who will respond quickly and attend to any minor repairs or emergency repairs. If the cost is likely to exceed £100 we are normally required to obtain 2 quotations and obtain the Landlords approval before the work can be undertaken, this will of course cause a delay.

22. NOTICE TO QUIT The lease will bind the Tenant for an initial period, normally 6 months. You cannot terminate the tenancy during the initial period and will be held responsible for all rent due until the end of the initial period. If you wish to vacate at the end of your initial period, you must give at least one month notice before the end date of the initial period. Thereafter the tenancy runs from the 1st of each month and you must give Lane & Browns one months notice in writing on the 1st of the month for the end of that month. If the Landlord should require you to vacate the property at any time after the initial period then the Landlord must give you 2 months notice to quit the property. Upon receipt of your notice we will write to you with vacation form for you to complete.

23. VACATION On the day that you vacate the property you should:-

1. Ensure that the property and gardens are left in a clean and tidy condition
2. That all the carpets are professionally steamed cleaned
3. Check that the inventory is correct
4. Read the meters and settle your utility accounts & council tax & cancel you Bank Standing Order.
5. Turn off the Electricity, Gas & Water
6. Advise the post office of your new address for any mail
7. Return **all** keys together with details of the utility companies, your final meter readings and return the completed vacation form that will provide us with your forwarding address to where the deposit should be returned. The keys should be returned no later than midday of the last day of your tenancy to Lane & Browns, 11 High Street, Sandy, Beds SG19 1AG

NB: The tenancy only ends when all the keys have been returned, we have been advised of the name of utility companies, outgoing meter readings and your forwarding address. We will continue to calculate the rent on a daily basis and deduct this from the deposit until that date. Be warned you are responsible for the property until the end of the tenancy even if you vacate early.

24 TENANTS CONTENTS INSURANCE. INSURANCE AGAINST DAMAGE TO LANDLORDS PROPERTY
Tenants will be required to take out an insurance policy that will cover their personal possessions and will also provide cover for accidental damage to the Landlords fixtures and fittings. Malicious damage by the tenant, or damage considered to be in excess of normal fair wear and tear and cleaning cost would be deducted from your deposit. The lease will require that the Tenant hold insurance that the Landlord or their Agent considers adequate to protect the Tenants personal possessions and accidental damage caused by the Tenant to the furniture, fixtures and fittings at the property

25. LANDLORDS REFERENCES We will be pleased to supply Landlords or Building Society references for your next property.