



**emmerson
page**

**tenant
guide**

Information for new tenants

We understand that as a tenant, you want everything to run smoothly and to be a hassle free as possible.

This document is designed to inform you of the processes involved with renting a property through Emmerson Page Ltd and outline what is expected of you. This document includes a description of the Tenant Fees, all of which are inclusive of VAT.

For more information, or to request a copy of one of our tenancy agreements, please do not hesitate to contact us. This document is not a formal agreement between the tenant and Emmerson Page Ltd. Please make sure you are familiar with the following to insure you have the best possible stay in our properties.

Property Application and Reservation

The property is let 'as seen' and any requests regarding redecoration, 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 of any items which may not be included in the re-letting of the properties and any redecoration works commencing before your tenancy. If you are unsure of anything, please ask for clarification regarding the matter to avoid misunderstandings.

Sharer Tenants

Where the applicants comprise of two or more unrelated persons wishing to share the Tenancy, they will 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 aspects.

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 tenants are obliged to pay the difference. A maximum of 4 people can be joint tenants unless otherwise stated by the landlord.

The Application Process

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

- We will cease marketing the property once we have received a satisfactorily completed application form, or applications of sharer tenants. These must include attachments of all appropriate forms and identification, plus the payment of the reservation 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 Emmerson Page Ltd 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 instructed to market the property.
- Our **Reservation Fee is £180.00** for the first applicant + spouse/partner and **£90.00 for each subsequent applicant** in the case of sharers. This fee covers:
 - ❖ The taking of references on each applicant (normally a credit check, a reference from a current employer and (if applicable), a reference from a current 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 agreement, or the Landlord is forced to withdraw as a result of references which are not forthcoming, or which could not be reasonably seen as satisfactory, or of fraudulent information provided, you will forfeit the Reservation 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 Reservation Fee. The Reservation Fee or balance as applicable is only refundable by electronic Bank Transfer into your nominated bank account.

Identification, References & Guarantors

- Proof of identification is required. Acceptable identification documents are:
 - ❖ Passport
 - ❖ Current Valid Driving 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.
- The referencing process also includes an affordability calculation. This is based on your annual salary (individually or with a partner) being equal to or greater than 2.5 times the annual rent.
- A guarantor will be required if the applicant has not been in continuous employment for at least 12 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 **£90.00** in addition to the Reservation fee.
- 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 £100,000.000 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 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 a different period if required.
- The Tenancy Agreement will be sent to your current address to be agreed, signed, and then returned to us prior to the commencement of the tenancy.
- The guarantee documentation will be sent to the guarantor at the given address for signature and return prior to the commencement of the tenancy.

- Once the tenancy agreement is signed and executed all parties will be legally bound and the Tenancy must continue until the end of the fixed term unless all parties expressly agree otherwise.
- If you wish, and subject to good rent history and Landlords 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 6 weeks before the expiry of your initial term to ascertain your requirements.
- In the event of a further fixed term Tenancy being agreed you will be required to pay **£36.00** as a contribution to the costs for the preparation of the new Tenancy Agreement.
- If the Tenancy Agreement is not renewed for a further fixed period, the tenancy will continue but revert to a notice period of 1 months notice in writing by the tenant, or 2 months notice in writing from the landlord.

Rent

- The rent is payable monthly in advance throughout the period of the Tenancy, on the date of commencement of the Tenancy by standing order. If the Tenancy commences on the 29th, 30th or 31st of the month, subsequent rent payments will be due on the 28th of the month.
- 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 and that the first month's rent has been received into our account.
- Please note that payments by 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

- The initial rent payment is due on the date that the tenancy commences. (The day that you collect the keys and move into the property).
- The initial rent payment is to be made by bank transfer/standing order.

Subsequent & Final rent payments

- Subsequent rent payments required on the same date of the initial payment. If the Tenancy commences on the 29th, 30th or 31st of the month, subsequent rent payments will be due on the 28th of the month.
- 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, a text message/email will be sent as a reminder. We reserve the right to charge interest calculated from day to day at 3% over the Bank of England base rate on late payments and the Landlord may recover the interest as though it were rent.

Deposit

- A security deposit equivalent to one and a half'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 bank transfer.
- The deposit is held under an approved deposit protection scheme for the duration of the tenancy and acts as a security against any damage or disrepair of the property.
- Please note that at no time during the tenancy can these deposit monies be used as payment of rent.
- At the end of 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, e.g. 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 for the property have been returned.
- The deposit or balance is only refundable by bank transfer.

Inventory

- A detailed Inventory of Contents and Photographic schedule of condition is prepared at the start of every tenancy.

- At the end of the tenancy, the property is checked 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 48 hours 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 too thoroughly check the details of the inventory as it will affect the deductions made from your deposit.

Inventory Check-Out Fee

- Emmerson Page operate a single check out fee irrespective of the property rented, the fee for checking the Inventory, condition of the property and reading meters at the end of the tenancy is **£90.00**.

Utilities & Council Property Tax

- During your check-in to the property, we will read the gas, electricity and water meters (as applicable) and deal with any outstanding utility bills. Tenants are responsible for notifying the relevant companies of your occupation and setting up future payments. 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.
- Council tax – this is the responsibility of the tenant, you will need to notify the Council Tax Office of the date of occupation. As Letting Agents, Emmerson Page is obliged by law to notify the council of your occupation, previous address and forwarding address.
- During the check out process, we will read the gas, electricity and water meters (as applicable) and notify the utility companies, final bills to be sent to your new address.

Insurance

- During the course of a tenancy, the Landlords insurance will only cover the contents of the property provided by the Landlord, 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 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 Landlords property caused by your negligence or misuse, in order to protect your deposit.

Possession and Maintenance

- On the tenancy start date, keys for the property will be handed over during the check-in process at the property, subject to the satisfactory completion of all the above pre-tenancy requirements.
- As managing agents, we hold a set of keys for the property. In the event that you lock yourself out the property and you need us to attend to open the door, we will do so we will do so 24 hours a day, providing a member of staff is available. There is a charge for this service of £48.00.
- During your tenancy Emmerson Page are responsible for the management of your property. In order to do so effectively we will visit the property every 3 months (by prior appointment) to ensure that the property is being looked after 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 remedial action to minimise the damage. Failure to do so may result in you being charged for the subsequent repair.
- Whilst the landlord is responsible for the 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 the damage is caused due to 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 and look after the property and its 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 the bathroom;
 - ❖ Not allow rubbish to accumulate thereby avoiding any possible infestation and health hazard;

- ❖ Take steps to prevent freezing of the water and heating systems, particularly if the property is vacated during winter months;
- ❖ Protect the property by ensuring that windows and doors are always securely locked when the property is unattended and any burglar alarm is set;
- ❖ Care for the appliances (as applicable) e.g.:
 - Vacuum Cleaner: check bag and hose for blockages.
 - Washing Machine: check filters are cleaned regularly
 - Dishwasher: ensure rinse aid and salt are topped up

Inspections

- Emmerson Page carries out inspections on managed properties every three months after occupation. These inspections form part of our obligation to our landlords and are contained in our agreement with them. Tenants do not need to be present, but in order to comply with the terms in the tenancy agreement; they will be informed of the inspection at least 24 hours in advance.

Other Relevant Information

- Pets are not normally allowed in rental properties, however in some cases permission may be granted by the Landlord. If you wish to keep any pets, permission must be sought beforehand and agreement will be based on the type and number of pets. If permission is granted, you will be required to provide an additional deposit of **£200.00** as security against any pet related damage or infestations.
- The tenant is responsible for arranging and paying the TV Licence fee in respect of any televisions in the property.
- Cable or satellite installations must be approved by the Landlord prior to the work commencing. Some properties have restrictions and prohibitions on such installations and so permission may not be granted.

For more information please contact us:

Royston: 01763 247089
Cambridge: 01223 655180

info@emmersonpage.co.uk
www.emmersonpage.co.uk