

WELCOME TO OUR TENANTS GUIDE FOR RESIDENTIAL LETTINGS

Renting a property demands careful planning and you need a professional agent who will look after your interests.

It is important that you are aware of your responsibilities as a tenant, as well as knowing the best way to optimise your investment.

This guide is designed to give you help and advice in this area and explain the service we can offer in helping making your experience as stress-free as possible.



FINDING THE RIGHT PROPERTY

Empire Estates are able to provide all the expertise you need to ensure that you choose the right type of property to suit your budget and personal circumstances.

Firstly you should think about the kind of property you would like to rent. You need to know what your priorities are, as it can be difficult to find everything you want in one property.

An important decision to make early on is if you want a furnished or unfurnished property. However, most unfurnished flats now come with modern appliances such as a fridge and washing machine, so it is always a good tip to ask the landlord or agent exactly what's included.

Finding the right location will have an impact on your lifestyle and the property you choose. We will be able to provide useful information about house prices, local schools, transport links and other local amenities. This will help you choose an area with confidence.

Once you've found a rental property you like, book a viewing as early as possible. There is high demand for properties in the rental market and if you find a property you love, it's best to move fast to secure it.



WHAT HAPPENS NEXT?

Securing a property to rent

You should begin by putting down a holding deposit in order to state your intention to rent the property. The letting agent will then begin the administrative process and request references from you.

Referencing

Your prospective landlord will be keen to make sure that you are a suitable tenant and that you have the ability to pay your rent, while also making sure that you have rented a property without any major problems in the past.

We will organise this, and at this point we will conduct the relevant searches. Be aware that should you fail any of the necessary checks, you may not get your administrative fee back.

In the event that the information highlights any potential of risk, you may be asked to provide a guarantor. A guarantor will be contractually liable, both financially and legally, should you fail to pay the rent during your tenancy or in the event of damage to the property.



Furnished Lettings:

- All furnishing i.e. beds, upholstered chairs and sofas must comply with the furniture and furnishing (fire) (safety) Regulations Act 1988. Any furniture manufactured before 1988 will generally not comply
- All bed linen, towels and ornaments will ideally be removed
- If an electrical appliance such as television, toaster or washing machine breaks down, it is the landlords responsibly to repair or replace it

Unfurnished Lettings:

- Includes carpets or laminate flooring, curtains/blinds and light fittings.
- Kitchen appliances (known as white goods) if provided should be in good working order with instructions and preferably insured for breakdown
- Smaller wall mounted items such as mirrors in the bathrooms and cloakrooms, toilet roll holders and towel rails may be provided

SETTING UP THE TENANCY

1. References and Financial Checks:

We carry out strict referencing procedures, using a specialist independent referencing company who demand the highest standards in the industry and have over ten years experience. This essential and detailed process gives us an understanding of your personal and financial circumstances in addition to previous agent/landlord/solicitor references. Specialist personnel are on hand to deal with applications from foreign nationals, overseas applications, limited companies and other firms.

2. Tenancy agreement :

The Housing Act 1988 (as amended by the Housing Act 1996) specifies the types of tenancy and whilst there are several types, it is almost certain that the tenancy of the property will be an 'Assured Shorthold Tenancy'. Empire Estates use a comprehensive tenancy agreement. Tenancy agreements are normally for an initial term of six months or one year and usually thereafter renewed for a further term.

3. Inventory/Schedule of Condition:

It is essential to have an independent inventory/schedule of condition prior to each tenancy and we can arrange this on your behalf. You will be expected to sign the inventory and initial every page.

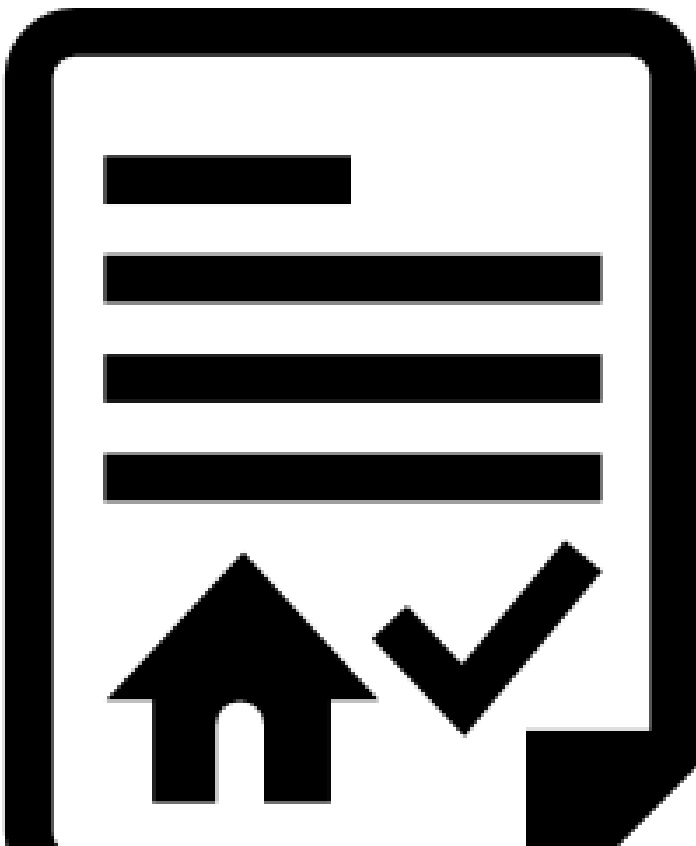
At the end of the tenancy the property is inspected and any damage or deterioration to its condition is noted. You are responsible for the cost of rectifying any damage, above what is considered to be fair wear and tear, caused by you at the property and this cost is deducted from your deposit.

4. Rental Payment and Deposit: Before you sign the agreement, we must receive cleared funds including the payment for the first months' rent and the deposit. The deposit is usually the equivalent of six weeks' rent. We always ensure that funds are cleared before you are allowed to move in. At the same time we process a standing order in respect of future rental payments.

Tenancy Deposit Protection

Landlords are required to join a tenancy deposit scheme, if they take deposits. This will mean that deposits are safeguarded.

The scheme offers alternative ways of resolving disputes which aim to be faster and cheaper than taking court action



MOVING IN



Ensuring property safety:

Smoke and carbon monoxide alarms are provided at every rental property as a legal requirement. It is your responsibility as a tenant to test these on a frequent basis and replace batteries when necessary.

Tenant's Obligations:

You have a duty to take proper care of the property and use it in a responsible manner, pay the rent and keep the terms of the tenancy agreement. If you cause damage to the property, you are responsible for the cost of repair providing it is not deemed to be fair wear and tear. In addition to the rent, you pay for water charges, council tax, gas, electricity and telephone bills.

Landlord's Obligations:

These are clearly determined in Section 11 of the Landlord And Tenant Act 1985. The Landlord will be responsible for maintaining the structure and exterior of the property, heating and plumbing installation and dealing with other routine repairs. If the property is leasehold, The Landlord will be responsible for paying the service charge and ground rent.

Landlord Licensing Scheme & HMO Licensing (Housing Act 2004)

It is the Landlord(s) responsibility to ensure that they have a valid landlords licence/ HMO Licence at the property if it is a requirement within the borough of the property. Empire Estates advises its Landlords that they are at risk of being fined if a valid Licence / HMO License is not accessible at all times and request a copy to be kept on file and displayed at the Property. The Landlord will warrant to Empire Estates that these regulations have and will continue to be fully complied with.

Gas safety (Installation and Use) Regulations 1998

These cover all gas appliances, metres and associated pipe work and require landlords to arrange an inspection carried out by a 'GAS SAFE' registered plumber to check all gas installations. Once the plumber is satisfied that the installations fulfil all requirements, a Gas Safety Certificate will be issued, a copy of which must be held by the agent and given to the tenant. This certificate must be renewed once a year.

Furniture and Furnishing (Fire) (safety) Regulations 1988 (Amended 1989 and 1993)

This act covers all upholstery and upholstered furniture supplied by the landlord in a rental property, including beds, footstools, pillows, headboards, mattresses, cushions, sofa beds, futons etc. New compliant furniture will always carry the correct label indicating that it is legal.

The Electrical Equipment (Safety Regulations) 1994

These regulations apply to all persons who let the accommodation containing electrical equipment. The electrical installation at a property and any electrical appliances should be safe, regularly checked, and works only carried out by a qualified electrical engineer (NICEIC qualified). The landlord is also responsible for ensuring that either the operating instructions are shown on the appliance or that an instruction booklet is supplied.

KEEPING IN TOUCH

Interim Inspections: We carry out a routine visit of the property during the term of the tenancy on our Fully Managed properties.

Extending or Terminating the Tenancy

Many tenants extend their tenancy and in some cases for several years. If no notice is served on the tenant, the tenancy automatically continues on a statutory periodic basis. The landlord can terminate the tenancy at the end of the initial tenancy period or at any time thereafter by giving the tenant a minimum of two months' written notice.

Moving Out

You will have paid a deposit at the start of the tenancy, which the landlord legally needs to have protected in a government-approved tenancy deposit scheme if the annual rental income is up to £100,000 per year. After check out, the landlord must facilitate the return of the deposit, either in full or with legitimate deductions.

Frequently Asked Questions

1. When can I move in?

Once the tenancy has been signed and full funds have cleared, the tenancy can proceed. You can collect the keys to your new home.

2. Can I have pets in my new home?

You must gain permission of the Landlord and consult us prior to obtaining a pet, as per the tenancy agreement.

3. What if I find any faults or repairs that need addressing?

If you find any problems with the property you are renting, you should contact us immediately. Once we have been informed of any issues/faults we will instruct the landlord and await their instruction.

4. Do I have to pay for Council Tax & Bills?

As a tenant you will be responsible for any utility bills like water, gas, electric as well as council tax, unless there is a special arrangement with the landlord of the property. You will also be responsible for a TV license at the property, if you watch TV without a license you risk being fined..

5. Do I need insurance, as a tenant?

The landlord of the property is responsible for insuring the building and any furnishings that come with it. You will be responsible for insuring your own contents/personal possessions stored within the rented property.



COMMITMENT TO EXCELLENCE

Our highly experienced team are always willing to help and we aim to try and take away all the stresses and strains that are associated with the property industry.

The team are committed, professional and enthusiastic, and they all have comprehensive local knowledge and lettings experience.

We believe in building long lasting relationships with our tenants, many of whom have been with us for several years.

We pride ourselves on great customer service with an ethos to continually exceed expectations of our new and long standing customers.

The Property Ombudsman: We are a member of the Property Ombudsman.

This is a fair and independent service for dealing with unresolved disputes between tenants or landlords of residential property in the UK.

Client Money Protection: We are members of Lonsdale PI + CMP Scheme.

We are Members of the RLA Residential Landlords Association.

