

Tenant's Guide



Wendy Hook
Tenant

“ I contacted Stephanie along with a lot of other agents. Stephanie was by far the fastest to respond, the most helpful and the one who listened most to what my needs were. As a result we found a property that was perfect for us and then she handed me over to Michael Mudie to finalise the tenancy agreement. Michael bent over backwards to be as helpful as he possibly could and was super responsive throughout a process that could otherwise have been very stressful. People are very quick to contact management whenever something goes wrong so I thought for a change you might like to hear some positive feedback that your staff have really been wonderful throughout. ”

At Sandfords, we specialise in letting high quality properties to both private and corporate tenants.

We have expert local knowledge in the areas we cover and we also have good reciprocal relationships with local sub-agents, so we pride ourselves on being able to find something for everyone.

We are a member of ARLA (The Association of Residential Letting Agents) which means we are committed to following a professional code of practice and are regulated by the Property Ombudsman, so tenants can be assured of a swift and courteous service. Our Lettings and Property Management team are experienced professionals dedicated to providing a great service to tenants.

This guide has been designed to answer the most frequently asked questions and highlight the main considerations for those who plan to move to Central London and need to rent a property. Whatever you're looking for, whether it is a studio flat, an apartment to share or a large private house, we can help you find the right solution to suit your needs, taste and budget.

Renting property can be a real challenge and we know that it can be difficult and confusing at times, whether you are familiar with the area you're looking in, or newly arriving from overseas. As soon as you get face to face with arranging accommodation in the private sector, a number of questions arise which need explanation and professional advice.

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In order to make home hunting as easy and hassle-free as possible, it is very important to know how and where to initiate your search. First of all, it is essential to define:

- What type of property you are looking for
- How long do you need the property? Under six months is usually classed as a 'Short Let,' six months and over a 'Long Let.'
- What is your ideal budget and what is your maximum budget?
- Are you looking to share with others or will it be just for yourself?
- What are your essential requirements and what are you willing to compromise on, for example space/area/décor/furniture/price?

When calculating your budget, you have to keep in mind how the rent is paid and what extra costs are involved apart from the rental price for the apartment.

RENT PAYMENTS

In the majority of cases, rent is payable per calendar month (not four weekly) in advance, quarterly in advance or six monthly in advance. However, there are some cases in which other terms are required and these will be disclosed and discussed before an offer is agreed and will form part of the Tenancy Agreement.

It is essential to know that the rental prices in the brochures are quoted 'per week' (e.g. £500 pw), although the prices in the contract are quoted 'per calendar month' and are calculated in the following way: Price Per Week x Number of Weeks / Number of Months (e.g. £500 x 52 / 12 = £2166.66 and not £500 x 4 = £2000).

DEPOSIT

You also need to be prepared that a damage and dilapidations deposit is payable on signing of the Tenancy Agreement.

Your deposit, normally equivalent to six weeks' rent, will usually be held by us or it may be held by another appointed 'Managing Agent' responsible for managing the property on behalf of the Landlord. If we hold the deposit we do so in a stakeholder capacity which means that the deposit cannot be released without the agreement of both parties. The deposit is held throughout the term of your Tenancy subject to the terms of your Tenancy Agreement. Please note: the deposit cannot be used as rent and has to be held until the end of the Tenancy. The return of your deposit is subject to the provisions of the Tenancy Agreement.

If you are given permission to have a pet(s) in the property, you are likely to be asked to pay a higher deposit to be held as security against potential damage.

If we hold your deposit then it will be registered and safeguarded by the Tenancy Deposit Scheme which is administered by The Dispute Service Ltd (TDS). TDS is an independent, not-for-profit company which was established to resolve complaints and disputes arising in the private rented sector speedily, cost-effectively and fairly. In most cases, there is no dispute at the end of the Tenancy. However, if any dispute arises between the Tenant and the Landlord as to the condition of the flat and the amount to be deducted, the case is forwarded to the dispute resolution department who will make an independent judgement.

To find out more about TDS, visit: www.thedisputeservice.co.uk

UTILITY BILLS

In most cases the utility bills (electricity, water, heating, gas) are paid separately by the Tenant. When you move into the property, you will be provided with the details of the water/electricity/gas suppliers and the meter readings at the beginning of your Tenancy. It is your responsibility to contact the companies and inform them that you are the new Tenant and provide the initial meter readings. The bills will then be generated in your name and you will be responsible for paying them. At the end of the Tenancy you will also have to inform them that you are leaving and the final bill will be sent to you when you move out.

COUNCIL TAX

Council Tax is a system of local taxation collected by local authorities. It is a tax on domestic property. Some properties are exempt from Council Tax, some people do not have to pay Council Tax and some people get a discount. If you are employed in the UK, you are usually liable for paying Council Tax. If you are a full-time

student, you may be exempt from paying Council Tax but you will need to contact the local authority and provide proof that you are a full time student. If you do not do this, you will receive a Council Tax bill which you may have to pay and claim back once you have provided proof. If you work, but live alone in the property, you may be entitled to a discount.

To find out more, visit:

www.direct.gov.uk/en/HomeAndCommunityYourlocalcouncilandCouncilTax/index.htm

City of Westminster: www.westminster.gov.uk

London Borough of Camden: www.camden.gov.uk

TV LICENCE

A television licence is an official licence required in many countries including the UK for the reception of television broadcasts. It is a form of tax to fund public broadcasting, thus allowing public broadcasters to transmit programs without, or with only supplemental, funding from television commercials.

The current annual cost for a colour television licence is £145.50 and £49 for black and white TV. The licence fee is charged on a family unit per household basis, which means there could be many TVs per household covered by a single licence. The licence fee is used to fund the BBC's radio, television and internet services.

As a Tenant, unless otherwise agreed, it will be your responsibility to pay for the licence.

For more information, visit: www.tvlicensing.co.uk

TELEPHONE AND INTERNET

The telephone and internet contracts are usually in the Tenant's name and set up for a year. If you are moving home within that year, you can transfer your contract to the new address. There are different providers and packages you can choose from. Some examples are Sky www.sky.com, Virgin Media www.virginmedia.com and BT www.bt.com. It is the Tenant's responsibility to pay for these facilities unless otherwise agreed. In most cases, but not all, the Landlord will supply the telephone line which will need to be connected.

FURNITURE

Rental properties in the UK come on the market unfurnished, part-furnished or fully-furnished.

'Unfurnished' means that there is no furniture in the property apart from what is integrated or 'built in' to the property and 'white' goods, usually comprising a fridge/freezer, washing machine or washer/dryer, hob and oven. Some properties may also contain a dishwasher and a microwave. Linen, cutlery, crockery, utensils and electrical appliances are not provided as standard.

'Part-furnished' means that there are some items of furniture provided and, in order to avoid disappointment, it is always best to clarify exactly what is provided with the property beforehand.

'Fully-furnished' usually means that the flat contains all the necessary furniture and appliances and in some cases this may also include crockery, cutlery and linen.

Many properties in Central London are offered on an unfurnished basis unless they are studios or small one bedroom apartments. If you were not planning to buy your own furniture or find it too complicated to arrange, you have several options available to get it furnished.

Some Landlords will be flexible on providing furniture and depending on the offer you place would agree to fully furnish the flat according to your needs. You could try offering an increase in the asking rent or to pay a large amount of rent in advance in return for them buying the furniture.

Another way to avoid buying the furniture is to rent it. There are several companies in London which offer furniture for rent from single basic items to luxurious packages. They deliver the furniture at the beginning of your Tenancy, take payments on a monthly basis and then remove the furniture at the end of the Tenancy. Some suggested companies to obtain quotes from are Fully Furnished www.fullyfurnished.com and Room Service by Cort www.roomservicebycort.com

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To find out more about TDS, visit: www.thedisputeservice.co.uk

MAKING AN OFFER ON A PROPERTY

Once you have seen a property you like and want to rent you will need to put forward an offer which will include:

- The proposed rent and how it is to be paid (e.g. monthly, quarterly, six monthly, all in advance)
- How long you wish to rent the apartment for (e.g. six months, one year or longer)
- When you need to move in
- Any other terms or requirements you have (e.g. extra furniture)

We will advise you at the point of offer what the Landlord requires and prepare you for what may be the response to your offer. All accepted offers are 'Subject to Contract' and suitable references which means that until contracts are signed, executed and exchanged, no agreement is legally binding.

RESERVATION DEPOSIT

If you have decided to make an offer on a property, you will be required to pay a non-refundable reservation deposit, normally equivalent to two weeks' rent. If the proposed Tenancy proceeds to completion, the reservation fee will be deducted from the total monies (first rental payment) due prior to the start of the Tenancy. It is important to remember that your offer is subject to the Landlord accepting the references you provide on request. Should you decide not to proceed with the offer for any reason or, if you fail to provide satisfactory references or provide misleading information, the reservation deposit will be used to compensate Sandfords and the Landlord for reasonable costs incurred in preparing the property for the Tenancy including complying with any specific requests made by you, all administrative costs and, if the property has been withdrawn from the market, you may also be required to compensate the Landlord for loss of rent. If, however, the Landlord should decline your offer or withdraw from the Tenancy for any other reason not stated above, the reservation deposit will be refunded to you in full.

Once the deposit has been received by Sandfords in 'cleared' funds, the property will be taken off the market and will be deemed accepted 'Subject to Contract' and approved references.

ADMINISTRATION FEE

In most instances, we will provide the Tenancy Agreement for both parties to sign. There will be a charge of £252 including VAT for this service which will be payable as soon as your offer has been accepted. Should you decide not to proceed with the Tenancy or, if you fail to provide satisfactory references this charge will be deducted from the reservation deposit.

NB: if the property we have found you has been introduced or is managed through an Agent other than Sandfords, then they will confirm to you their fees and charges for the Tenancy administration and any other charges not included in the rent.

REFERENCES

All applicants are required to provide us with proof of identity and will be asked for details of each applicant's full name, current/previous addresses, employer's name, addresses, personal referees and previous Landlords. In most cases we will be required to use the services of a credit referencing agency to obtain and verify your references for the Landlord's approval. There will be a non-refundable charge for this service which is usually £30 including VAT for all individuals and £40 including VAT for all company searches.

If you are a full-time student, you will need to provide proof of enrolment and in some cases, you may be required to pay a larger proportion of the rent in advance than the usual one month (e.g. six months) or you may be required to provide a UK based 'Guarantor' who will agree to guarantee the rent and the terms of the Agreement for all the Tenants. The Guarantor would need to provide references in the same way as if they were an applicant.

If the Tenancy is to be in a company name, it will need to be a UK registered company and able to provide appropriate references including a credit reference for the company. In most cases, we will use a third party credit referencing agency however in some circumstances it may be sufficient for the company to confirm that you are employed by them and they will act as Guarantor for the terms of the agreement. We will also require proof that the signatory for the company is authorised to sign the Tenancy Agreement on behalf of the company.

TENANCY AGREEMENTS

The type of Tenancy Agreement you will be required to enter into will be determined by several factors. We will discuss this with you and provide you with a draft contract to look through. One thing to be aware of if you are renting with other Tenants is that you will all be held 'jointly and severally' liable for the terms of the Agreement for the duration of the Tenancy therefore it is essential that you all understand your obligations.

The Tenancy Agreement is a contract between the Landlord and the Tenant only. We are not authorised to change any of the terms of your Tenancy Agreement at any stage of the Tenancy. Any amendment must be agreed in writing by both parties before it can be deemed to be legal and binding.

INVENTORY/SCHEDULE OF CONDITION/ CHECK IN/CHECK OUT

An inventory/schedule of condition details the contents in and the condition of the property at the start of the Tenancy.

- a) In most cases, an Inventory and Schedule of Condition will be prepared by an independent firm at the Landlord's expense. In some cases, you will be invited to attend a 'Check In' so that you can agree the document is correct at the time of moving. Once you receive the inventory, you should check through it thoroughly to ensure that the contents are correct. Should there be any inaccuracies, please make a note in pencil before returning the signed copy to us. It is in your best interest to do this since your Agreement states that the inventory will be deemed to be correct if we do not receive the signed copy within seven days of the start of your Tenancy.

USEFUL LINKS

Tenancy Deposit Scheme
www.thedisputeservice.co.uk

City of Westminster
www.westminster.gov.uk

London Borough of Camden
www.camden.gov.uk

TV Licence
www.tvlicensing.co.uk

Fully Furnished
www.fullyfurnished.com

Room Service by Cort
www.roomservicebycort.com

If we are managing the property please contact our Property Management Department at 6 Nottingham Place, London, W1U 5NA.
 Tel: 020 7099 1133
 Email: pm@sandfords.com

- b) At the end of your Tenancy, a 'Check Out' of your inventory is prepared which you will normally be liable to pay for (as stated in the Tenancy Agreement) and will cost approximately £120 including VAT. You will be given the opportunity to attend the check out and you may not re-enter the property once the report has been carried out. The report will be compared with the inventory and Check In to determine the condition of the property, therefore it is in your interest to ensure that the property is as clean as it was at the start of the Tenancy and that all items are in their original places. A report will be prepared and copies forwarded to both yourself and the Landlord. Please note that should there be a dispute over deductions to be made from the deposit for damage, missing items and cleaning, that these reports will be essential to help determine liability.

KEYS

You will be provided with keys to the property at the commencement of the Tenancy providing contracts have been signed and 'cleared' funds have been received. You must return all keys at the end of the Tenancy, including any additional copies you have made. Failure to return all keys may result in you being charged the cost of having the locks changed or replacement keys obtained.

INSURANCE

The Landlord of the property you intend to rent is responsible for the insurance of the building and its contents against the usual risks (fire, flood and theft). However, the insurance of your personal belongings are your own responsibility and are generally not covered by the Landlord's policy. In addition, it may be advisable to insure all the contents of the property in the event that you breach and nullify the Landlord's insurance policy and in such event, you may be required to pay the Landlord's costs in the event of damage.

RENEWALS

Approximately 2-3 months before the end of your Tenancy, you should contact us to advise us whether you wish to renew your Agreement or confirm the date you will be vacating the property. Please advise us as soon as possible in writing in order for us to confirm terms with the Landlord. In most cases, the Landlord will request a minimum rent increase in line with the Retail Prices Index (RPI). Should both parties wish to proceed with a Tenancy renewal, Sandfords will arrange for the documentation to be drawn up and deal with the necessary administration procedures involved with renewing or extending the Tenancy. The Tenant will be charged an administration fee of £78 including VAT for each renewal or extension.

DURING THE TENANCY

If we are managing the property please contact our Property Management Department at 6 Nottingham Place, London W1U 5NA, Tel. 020 7099 1133, Email: pm@sandfords.com should you incur any problems during the Tenancy. If we are not managing the property, you will be provided details of the managing agent or Landlord for you to contact in your welcome pack. We will of course, always endeavour to assist where possible should you incur any problems during the Tenancy.

CHANGE OF SHARERS

In the event that one or more Tenant wishes to be replaced during the Tenancy, consent will need to be obtained by the Landlord first. It is usual practice that the Landlord will require a suitable replacement Tenant to be found prior to allowing the Tenant(s) to be released from the obligations of the Tenancy. The replacement Tenant will need to provide suitable references and take over the Tenancy from a relevant date i.e. the rent due date. The outgoing Tenant will need to 'surrender' the Tenancy and the new Tenant, along with the remaining Tenants will be required to sign a new agreement. The deposit and inventory for the original Tenancy will apply to the new Tenancy. There will be an administration fee of £252 including VAT for any 'change of sharer' during the Tenancy to be borne by the Tenant(s).

ENDING THE TENANCY

Just before the end of the Tenancy you will be contacted either by the Landlord or ourselves to arrange the 'Check Out' and confirm vacating instructions.

The cost of the Check Out is the responsibility of the Tenant. This charge is approximately £120 including VAT. At the termination of the Tenancy, you should provide us with your forwarding address and also inform the post office in order that they can forward any mail to you. Once all bills have been settled and deductions agreed, an account and the balance of your deposit will be returned to you by the Landlord/Managing Agent or Sandfords (whichever applicable) in accordance with the terms of the Tenancy Agreement.

Before vacating the property, you should liaise with the Landlord to arrange the transfer of utilities in order to avoid any of the services from being disconnected or any unnecessary charges being levied on yourself.

At the end of the Tenancy, the property and its contents will be checked against the items in the Inventory, and against which any discrepancies or damage (or items missing) will be recorded.

Where the above are not considered to be reasonably within the bounds of 'wear and tear', the Tenant will be responsible for paying either for their cleaning, repair, replacement or paying or for any other reasonable action to ensure the rectification of the damage/discrepancy/omission/cleaning.

- You must have all the keys present and correct – and ready to hand over upon arrival of the Inventory Clerk.
- You must have vacated the premises (with all your possessions) and hand over the keys.
- You cannot remain in the property after the Check Out.
- The Inventory Clerk cannot wait for any last minute cleaning or packing. If you're not ready to leave or don't leave, the Check Out will be rescheduled and you may be liable for any fees or charges as a result.
- Return all items to where they were at the beginning of the Tenancy avoid items being labelled missing for which you may also be liable. Any extensive searching for items may incur search charges.

The whole property should be cleaned throughout and returned to the Landlord in a good, clean condition.

Inform all utility providers (including your local authority) of your date of departure and ensure that all accounts are closed and paid in full for the duration of the Tenancy.