

TENANT GUIDE FOR LETTING RESIDENTIAL PROPERTY

This guide has been designed to answer the most frequently asked questions and highlight the main considerations if you are looking to rent a residential property in Central London. Renting a 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 are looking in or newly arriving from overseas. There are many factors you should be aware of to avoid any misunderstandings.

Rent Payments

In the majority of cases, rent is payable per calendar month (not every four weeks) in advance. To clarify, the weekly rental figure multiplied by 52 weeks is then divided by 12 to give you the monthly rental figure.

If you are a student or have no acceptable proof of income, you may be required to pay all or part of the rent for the full term of the tenancy.

Utility Bills

In most tenancies, the tenant is liable to pay for the utilities (gas, electric, water, council tax, telephone, TV licence) in addition to the rent. When you move in to a property, you will be required to notify all utility suppliers that you have moved in to the property and provide them with meter readings. When you leave the property, you will need to inform them that you are leaving and provide final meter readings and a forwarding address for final bills. You may also be required to provide proof of bills having been paid up to the end of the tenancy before your deposit is released.

Further information on utilities can be found at the end of this document.

Deposit

Tenants are usually required to pay a deposit to be held throughout the tenancy in case of damage to the property. This will normally be equivalent to 5 weeks rent if the rent is up to £50k p/a or 6 weeks if it is over £50k. If the Tenant is a company or the rent is over £100k p/a, a higher deposit may be payable. In most cases, the deposit must be registered with an approved deposit scheme so that if there is any dispute at the end of the tenancy, both tenant and landlord have the option to forward on to a third party to make a final judgement.

Inventory/Schedule of Condition/Check in and Check out reports

An inventory and Schedule of Condition details the contents and condition of the property. This is normally carried out by a third party and is usually arranged by the landlord or agent. You will normally receive a copy of the report within a few days after the start of the tenancy. When you receive the report, you should check that you agree with the contents and inform the landlord or agent promptly if you believe there to be any inaccuracies. Most tenancy agreements will stipulate that if nothing is reported within 7 days, the inventory will be deemed to be correct.

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At the end of your tenancy, a check out inventory report is prepared based on the original inventory. The check out report will be compared with the original inventory to determine if the landlord can make any claims for damages or missing items therefore it is in your interest to ensure that the property is returned in the same condition as it was when you moved in. Both parties will receive a copy of the report and will need to agree on any deductions to be made before the deposit is released.

Furniture

Rental properties can be available furnished, unfurnished or part furnished. 'Unfurnished' means that there is no furniture provided apart from what is integrated or built in to the property as well as 'white' goods such as a fridge/freezer, washing machine, hob and oven. Sometimes additional items may be provided but it is best to check exactly what will be provided. Generally, there will be no linen, crockery, cutlery or electrical appliances provided unless otherwise agreed.

If you need to provide furniture and would prefer not to buy it, you may be able to arrange rental furniture.

MAKING AN OFFER ON A PROPERTY

As soon as you have found a property you would like to rent, you will need to put forward an offer which will need to include:

- The proposed rent and how it is to be paid ie monthly, quarterly, six monthly or the full term in advance.
- How long you want to rent the property for initially ie six months, 12 months or longer
- When you need to occupy the property
- Any additional requirements you have such as adding or removing furniture.

We will advise you at the point of offer what the landlord requires and what response you may get to your offer. All offers accepted will be subject to contract and approved references. Until contracts have been signed, exchanged and executed, no agreement will be legally binding.

Reservation/Holding Deposit

Once your offer has been accepted (subject to contract and references), you will be asked to pay a deposit equal to 1 weeks rent before the property is removed from the market. You will then be required to complete the tenancy application within 15 days. If at any time you decide not to proceed with the tenancy or, if you unreasonably delay the process, provide false or misleading information or you fail any of the Right to Rent checks required under the Immigration Act 2014, the deposit will be retained by the agent or landlord. Otherwise, the deposit will be deducted from the initial rental payment due.

If the landlord should later decline your offer or withdraw for any reason apart from those outlined above, the deposit will be refunded to you.

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References

Prospective tenants are required to provide their full name, current and previous addresses, contact details including next of kin, employment details, previous landlord details, personal referee if required as well as complete 'Right to Rent' checks by presenting a valid passport, permanent residence card or travel document showing indefinite leave to remain or a valid visa.

If you are a full time student, you will need to provide proof of enrolment and possibly a character reference and a UK based guarantor (who will also need to undergo reference checks as above) if required.

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 which may include a credit reference, accountant and/or solicitor reference and proof that the signatory for the company is authorised to sign on behalf of the company.

Tenancy Agreements (Contract)

The type of agreement you will enter in to will be determined by several factors. We will discuss this with you and provide you with a draft copy as soon as possible. If you are renting with several other tenants, you will all be held 'jointly and severally' liable for the terms of the tenancy agreement for the duration of the tenancy.

Keys

You will be provided with a set of keys for each tenant at the start of the tenancy providing that all move in monies have cleared in the account and contracts have been signed. You will need to return all keys at the end of the tenancy including any additional copies you have made or you may be charged for replacement keys or for the locks to be changed.

Insurance

The landlord will be responsible for insuring the building and contents against the usual risks (fire, flood and theft) however you will be responsible for insuring any of your personal belongings as these will not generally be covered in the landlord's insurance.

During the tenancy

If you have any problems with the property during the tenancy you will need to contact whoever is responsible for managing the property. This may be the landlord or a representative/agent of the landlord. Make sure that you are provided with the contact information at the start of the tenancy so that you know who you need to contact should any issues arise.

Early Termination

Should you wish to leave the tenancy early, consent will need to be obtained from the landlord. If consent is granted, you will be liable to pay the landlord's costs in re-letting the property as well as the rent and utilities until the start of a replacement tenancy. These costs will be no more than the maximum amount of rent outstanding on the tenancy.

Ending the tenancy

You will normally be contacted 2-3 months before the end of the tenancy to discuss whether you would like to renew or extend for a further period or if your landlord would like to take possession of the property at the end of the tenancy. If you will be leaving at the end of the tenancy, you will be advised of the process so that you can be prepared and know what will be expected.



Robert Irving Burns
Property Consultants

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OTHER USEFUL INFORMATION

Council Tax

This taxation is a charge payable to the local authority for the cost of local services provided such as emergency services and waste collection. If you are a student, you may be exempt from this charge or be entitled to a discount but you will need to apply for an exemption or discount or you will be liable for the full charge. You can apply online to register for the charge or exemption.

City of Westminster www.westminster.gov.uk
London Borough of Camden www.camden.gov.uk

Television Licence

A TV licence is required in 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 being reliant on funding from TV commercials.

www.tvlicensing.co.uk

Telephone and Internet

The telephone and internet contracts will normally need to be put in the tenant's name and may have a minimum term. If you move home within the term of the contract, you may be able to transfer the contract to your new address. In some but not all properties, the landlord may provide a telephone line which will need to be connected.

www.sky.com
www.virginmedia.com
www.bt.com



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We are also members of the Guild of Letting and Management and SafeAgent too.

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