



# Guidance For Tenants

## Finding a property

To make it easier for you to find a property to rent, we offer some very useful and free services via our website.

From our quick search facility to our handy journey planner on all property details, we take the hassle out of finding a property to rent. You won't need to revisit the website because we do the hard work for you by keeping you alerted to new property by email or by telephone.

Once you find a property to rent, we'll guide you every step of the way.

## Reserving a property

When you wish to secure a property to rent with us, we will charge an administration fee of £200. This is to guarantee (subject to satisfactory references) that the property is secured for you whilst we draw up agreements. If you cancel, your £200 administration fee will not be refunded. In any circumstances where the fee is refundable we will send you a cheque within 10 working days.

## Providing reference details for renting

Before we can draw up the Tenancy agreement we will need to take references including a credit check. We have to satisfy the landlord that you are able to pay the rent and have a good character reference. You will need the following reference details for renting:

- Full name, date of birth, nationality
- Your address history for the last 3 years
- Proof of address: bank, credit card or mobile phone statement
- Income/occupation: details of your income sources and employer
- Bank account: details of the bank account to be used to pay the rent
- Credit/debit card: details of the card and statement address
- Your next of kin: details of who to contact in an emergency on your behalf
- Name of previous landlord/managing agent (if any)
- If you're a student you will need to provide proof of your student status.

### *About Guarantors*

In some circumstances we will ask for a Guarantor to underwrite the rent. Typically this is the case when the tenant is a student, is self-employed or has only been employed for a short while. A Guarantor has to be a homeowner, have a clean credit history, and be in employment or in receipt of pensions. Your contact at Market Right will explain more if necessary and make the appropriate arrangements.

## Guidance for overseas tenants

Many people from overseas successfully find a property to rent with Market Right. Simply complete as much of the reference detail as possible and we will process your application. You may find it helpful to translate these website pages into your own language by using Google's free translation service at [www.google.com/language\\_tools](http://www.google.com/language_tools).

## Deposits, fees and rental payments

### *Deposit with the first rental payment*

We take 1 month's worth of rent as deposit along with your first month's rental payment. In addition we charge an administration fee of £200 (paid when you reserve the property). As complies with the law, your deposit is safeguarded by an independent rental deposit scheme called The Deposit Protection Service.

### *How to pay the rent*

1. By Standing Order (our preferred method)  
Standing Order dates must be set up for a minimum of 3 days before the rent due date stated in the tenancy agreement. This will allow time for the monies to be first transferred into the Market Right Client Account and then into the Landlord's account.
2. By cash or debit card  
Payments must be made in your local branch.

## The Letting Agreement Between Landlord & Tenant

You will be provided with a copy of the contract you sign known as the Tenancy Agreement. Both the tenant and the Landlord are required to sign the Tenancy Agreement. This will form your letting contract. The agreement normally used is called an Assured Shorthold Tenancy. This entitles the Landlord to possession of the property at the end of the tenancy period. Most rental tenancies are for 6, 12, 18 or 24 months.

Where the Landlord has instructed or accepted a break-clause, this normally provides, under Clause 10 of the Tenancy Agreement, a right for either the Landlord and/or the Tenant to terminate the Agreement after a shorter period, typically 6 month less that the tenancy term - but with 2 months notice period (so 4 months less occupation than the full term in total). This notice has to be served in writing by the party giving notice.

Any special requirements, such as an extra item the landlord agrees to supply (e.g. a bed), or variations to the standard tenancy agreement will be listed in a Rider document and attached to the Tenancy agreement. You should note that the Landlord does not have an obligation to carry out pre-contact promises of furnishings or repairs for renting unless they have been listed on the Rider attached to the Tenancy Agreement. This does not apply to items that are required by statute or properly arise after occupation.

Your contact at Market Right will go through the Tenancy Agreement with you, and provide you with a copy signed by all parties.

Generally the points you should note under the Tenancy Agreement are:

- The Tenancy Agreement is between you and the Landlord. Market Right are not a party to the Contract and are not appointed to arbitrate its terms.
- All Tenants have joint and several liability under the Tenancy agreement.
- You are contracted to stay in the property for the duration stated in the Tenancy Agreement. The Assured Shorthold Tenancy agreement means that the Landlord has already served formal Notice to you to give up possession on the date stated in the Tenancy Agreement.
- Where a Guarantor has entered into an Agreement, in the event of the Tenant not meeting the obligations under the Agreement, the Guarantor would be liable to accept responsibility.

## Arranging utilities

The arrangement in almost all cases is that the Tenant has to pay gas, electricity, telephone, water and local authority council tax. Market Right will usually organise this on your behalf. Telephone services must be applied for at least 4 working days before moving.

## Provision of keys

We ask the Landlord to provide a set of keys for each tenant renting the property. Under no circumstances are locks to be changed by the Tenant without prior approval of the Landlord. Tenants must ensure they return all keys to Market Right at the end of the tenancy period, otherwise monies from the rental deposit money will be kept to pay for replacing any locks.

Market Right sometimes retains a set of keys which may be borrowed by the Tenant in emergencies. A satisfactory means of identification must be shown before keys will be handed over. A minimum deposit of £20 will be required before we can lend you any keys. Where Banham or security keys are involved this deposit will be appropriately increased. We stress that Tenants should return borrowed keys as quickly as possible.

## Moving into the rented property

Your contact at Market Right will arrange to for your 'Check-In' to the property you are renting. At this stage a report, (an inventory or Check-In Report) will be prepared to record the condition of the property. We ask you to sign this report to clarify that the condition of the property is as recorded. We ask the Landlord to ensure that the property is clean and tidy prior to you moving in. We also ask the Landlord to leave you any instruction or appliance manuals in a binder for your reference. And, if the property is 'Managed' by Market Right, we will send you a Tenant's Information Pack detailing your contact details during the tenancy.

### *About inventory and check-in reports*

If a Landlord does not arrange an inventory we prepare a report called a Check-In Report. It is important that you check that you agree with the Inventory or Check-In report as it will be used to check the condition of the property at the end of the tenancy.

Your Landlord will compare the Inventory or Check-In report against the outgoing report to determine if deductions for repairs should be taken from your rental deposit. The report will record the condition of the contents such as small household appliances, crockery etc, plus the general interior and large household appliances e.g. the fridge. A Check-In records the general condition of each room (the walls, appliances, curtains, lighting etc) which will be compared against a report done at check out stage.

## Your safety under gas, furnishing and electrical regulations

The Landlord is obliged to make arrangements to ensure that the property is safe for you whilst renting under gas appliances, furnishings and electrical regulations.

### *The Gas Safety (Installation and Use) Regulations 1998:*

All gas appliances and associated pipework must by law be maintained in a safe condition and be checked for safety at least every 12 months by a suitably qualified engineer. Before moving into the property, you must be handed a copy of the last record of inspection. Also, a record of these checks should be in the property. Similarly, instructions for these appliances should be in the property.

If you feel that these conditions are not being complied with, tell us or the landlord immediately.

### *The Furniture and Furnishings (Fire) (Safety) Regulations:*

This Act requires that all furniture must have a label clearly showing that it is fire resistant. Any new or additional furniture being put into the property must also comply with these regulations.

### *The Electrical Equipment (Safety) Regulations 1994:*

Electrical appliances must be checked before you move in to the property. Safety regulations fact sheets can be viewed at <http://www.letlink.co.uk/letting-factsheets/factsheets/>

## Contact During the Tenancy

If your rented property is 'Managed' by Market Right you will deal directly with us after you move in; otherwise you will deal directly with the landlord. Your property consultant at Market Right will be able to advise you on this point.

### *If you have any queries ('Managed' property only):*

Once you have moved in to the property, we will provide you with a Tenant Information Pack, the contents of which are listed below. From the date of your occupation all correspondence should be dealt with by your Property Manager at Market Right, whose contact details will be detailed in your Tenant's Information Pack. Please note that in the interest of all parties concerned, Market Right will only correspond or discuss any matters with the parties who are renting as named in the Tenancy Agreement. However, if any party wishes to nominate another to handle their affairs, they can provide a legal Power of Attorney document for that party and from then on, Market Right will only deal with this party.

### *Contents of Tenants' Information Pack:*

- Contact numbers you'll need for Market Right (e.g. your Property Manager)
- Copy of the signed Tenancy Agreement
- Property Inventory or Check-In Report
- Gas safety check (if applicable)
- Spare standing order forms
- Any service contracts relating to the property
- Particular requirements relating to the property
- Guidance notes issued to tenants:
  - how to deal with condensation
  - deposits
  - giving notice on your lease
  - inspections
  - keys
  - replacing Tenant information
  - reporting repairs
  - tenants information sheet

## If you need repairs whilst renting ('Managed' property only)

You should report the need for any repairs to Market Right as soon as possible. Or you can write to your property manager whose contact details will be within your Tenant's Information Pack.

Normally we have authority from the Landlord to carry out repairs up to £100. However, some landlords insist we obtain their authority prior to arranging repairs. We appreciate that you want the property to be in working order and try to arrange repairs as soon as possible. Before we can go ahead we may have to gain a quote for the works from the contract repairer and then seek the Landlord's approval.

### *Out of hours repairs for emergencies only*

For emergency repairs that occur between 5pm to 9am you need to phone a separate number, which can be found on your tenancy agreement.

## Visual inspections ('Managed' property only)

During the course of the tenancy, every three months, we may inspect the premises you are renting to verify that the terms of the Tenancy Agreement are being complied with. We will write to you or telephone you to make arrangements for an inspection date. Provisions for these arrangements are included in the Tenancy Agreement.

## Renewing your tenancy or moving out

Two months before the end of the tenancy, we contact you to see if you would like to renew your tenancy.

If you wish to stay on in the property we will seek approval from the Landlord and make any necessary arrangements. If the Landlord does not wish to renew the tenancy we can start looking for an alternative property for you to rent if you wish. Please appreciate that if you are not staying in the property we may wish to show it to other prospective Tenants during your notice period.

## Return of your rental deposit

At the commencement of the Tenancy you would normally have been 'checked in' and an inventory or Check-In Report completed, outlining the condition of the property. At the end of your Tenancy, a similar Check-out Report is compiled and this is where the condition and cleanliness of the property is checked and reported back to the Landlord.

Normally this document is referred to by the Landlord in deciding what deductions for repairs, if any, need to be made from your deposit.

Market Right cannot be involved in any decision over return of deposit - this is between the Tenant and the Landlord. You can liaise with the Landlord about return of deposit, after the inventory or our Check-Out report has been done. A copy of this report will be sent to you for your reference.

## *Protection of deposits for tenants*

Landlords are required by legislation to pay a tenant's deposit into a separate custodial or insurance based Deposit Scheme. Either type of scheme will protect a tenant's deposit money. If only part of the deposit is in dispute, then the remainder that is not in dispute must be returned to the tenant within a maximum of 10 days of the tenancy ending.

The tenant and landlord can jointly or separately apply to the Deposit Scheme to have their case referred to Resolution or Court. Once a resolution has been reached, the deposit must be returned within a maximum of 10 days.

Landlords who let their property through Market Right use the Deposit Protection Service scheme.

## Market Right

Website: [www.market-right.co.uk](http://www.market-right.co.uk)

Email: [info@market-right.co.uk](mailto:info@market-right.co.uk)

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Swindon  
SN1 5NS

7 Bath Road, Old Town,  
Swindon  
SN1 4AS

23 Bath Street,  
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01242 235567

*These notes are intended as a guide only. Market Right cannot be held responsible for any loss or damage arising from the use of this guide.*