

Smith & Co Sussex have produced this guide to inform tenants of the procedures and requirements relating to a typical tenancy.

It is important that you read carefully to avoid any delay in securing a property. We aim to be as transparent as possible when disclosing our services, procedures and fees. Whilst every care is taken, changes do occur so contact us on **01273 234840** or lettings@smithandcosussex.co.uk for an accurate assessment of your rental needs.

Tenancy Application/References

When a suitable property to rent has been found, ALL persons aged 18 and over will complete an Application Form and be named in the Tenancy Agreement.

We will take up references on behalf of our client, your Landlord, which may include a bank reference for which your bank may charge a nominal fee, a credit reference, an employer's reference, an accountants reference, and a previous landlords reference. A payment of equivalent to 1 weeks rent indicating your commitment (holding deposit) is required when you submit your application and is held against expenses and fees occurred. If your application is successful this payment will be deducted from your initial money. The payment is non-refundable should your application be unsuccessful or withdrawn in certain circumstances, the details of which are set out in the confirmation letter. Please note that this payment in advance does not constitute a tenancy or offer of a tenancy but is proof of your serious intention to proceed.

Tenancy Agreement

Before any tenancy begins you will sign a Tenancy Agreement setting out the landlord's and tenant's obligations. Once the Tenancy Agreement has been executed by you and the landlord it is binding. Should you change tenants at any point during the tenancy you must inform us and, subject to your landlord's agreement (which might include the need to take up new references) we will prepare new documents for signature.

Security Deposit

Before your tenancy commences you will be required to pay a security deposit which is a maximum of 5 weeks rent. This deposit is held by us as stakeholders or passed to your landlord.

The deposit is held against any damages or expenses arising during your tenancy and will not be released until after you vacate the property, all rent has been paid up to date and we have written confirmation of any costs for damages from both parties. No interest on the deposit is payable to either party.

Tenancy Deposit Protection

When you pay a security deposit your landlord or agent must protect it using a Government authorised Tenancy Deposit Scheme. This is to ensure you get all or part of your deposit back when you are entitled to it and any disputes will be easier to resolve. Within 30 days of paying your deposit your landlord or agent is required to give you details about how your deposit is protected. This includes the contact details of the tenancy deposit scheme and what to do if there is a dispute at the end of the tenancy.

• When To Sign And What To Pay?

Once acceptable references have been received and approved, a date will be agreed for the commencement of your tenancy. It is essential that you sign the Tenancy Agreement and pay the Initial Money before this date.

Initial Money;

- Remainder of First months rent in advance (1 week of rent paid as holding fee paid following successful application)
- Security Deposit (5 weeks rent)
- Other Charges;
- Lost keys £60 inc VAT
- Company let £600 inc VAT

The Initial Money will be detailed in the confirmation/acceptance letter and must be paid by bank transfer.

Inventory and Schedule Of Condition

An Inventory and Schedule of Condition of the property, its contents, furniture, fittings and effects will normally have been prepared. This will be checked and agreed with you at the commencement of your tenancy. It is important that you take care in agreeing the Inventory and Schedule of Condition at this stage as it form the basis of any claim for damages, by your landlord, at the end of the tenancy. At the end of the tenancy the Inventory and Schedule of Condition will be checked again. In your own interests we strongly recommend that you are present at both check-in and check-out.

Rental Payments

All rent is payable in advance by standing order. Please note that all standing order payments should be made three days prior to your rent due date to allow for clearance. Should you experience any financial problems during the course of the tenancy it is essential the you contact us immediately.

Tenant's Obligations

You should be aware that responsibility for the property rests with the tenant during any tenancy. It is particularly important that any gas or electrical problems are reported immediately and the property is fully secured when you leave it unattended at any time. During the winter months necessary steps must be taken to prevent the freezing of the water and heating systems. In leasehold properties, mainly flats and maisonettes, the tenant will be bound by the rules and regulations affecting all residents within the block, contained in the head lease.

The Agent's Obligations

Our obligations will vary depending on which of the following services we provide for your landlord:

- Purely let the property.
- Let the property and accept rent.
- Let and manage the property.

You will be advised which of the above applies prior to your tenancy commencing but should need further details regarding a specific property please ask.

Further Notes

Property Visits – Properties may be subject to visits. The purpose of these is to check the condition of the property, its cleanliness, garden maintenance and the way in which the tenancy is being conducted generally. A mutually acceptable appointment will be made in advance with the tenant.

Pets – Should you wish to keep one or more pets in the property we will negotiate this individually with your landlord, and include a specific clause in your tenancy agreement.

Council Tax – It is the tenants responsibility to pay the Council Tax directly to the Local Authority.

Insurance – The tenant is responsible for insuring his/her own personal effects and furnishings.

Burglary – Should the property be burgled during the tenancy you must contact the Police and Smith & Co Sussex immediately.