

## **Renting A Property – What you Need To Know**

**Byrne Runicman are pleased to assist you with you next move and we are here to guide you through the process to ensure your move goes smoothly.**

**This guide will help you understand what is required of you as a tenant, and it should be kept for your records as it includes important information about your obligations and the costs involved with renting.**

### **Holding Deposit**

Once you have found a suitable property to rent and the general terms of the tenancy have been agreed, you will be asked to pay a holding deposit. This allows us to cease viewings at the property and carry out references. The holding deposit is equivalent to one weeks rent (calculated as rent x 12 divided by 52) and must be paid as soon as you agree to proceed with the property. The payment must be made by bank transfer and the account details will be provided upon request. We will request some basic contact information from you such as your contact telephone number, full name and email address in order to proceed with the reference checks.

In some cases tenancies cannot move forward after initial referencing and credit checks have been completed. In other cases, a tenant may have a change in circumstance after the holding deposit has been paid. Byrne Runciman reserve the right to retain the holding deposit should any of the following apply:

- A tenant does not have the right to rent the property pursuant to the Immigration Act 2014 and the Landlord or Letting Agent were not informed at the time of the application and could not reasonably been expected to know.
- If a tenant provides false or misleading information to the Landlord or Letting Agent which could have affected their decision in offering a tenancy.
- If a tenant decided not to enter into a tenancy agreement or fails to take all reasonable steps to enter into a tenancy agreement.

Should the Landlord withdraw from an agreement to let for any reason other than those listed above then the holding deposit will be returned to you in full.

### **References**

We have a duty of care to the landlord to reference every tenant. We will also require photo ID and proof of your current address. Once the reference process has been completed a credit score, employment and landlord reference will have been obtained and these will be shared with the Landlord. Once the landlord has approved these we will be in a position to confirm the tenancy can proceed.

In certain circumstances, you may be asked to provide a guarantor for your tenancy. This is subject to the Landlords agreement and the guarantor undergoing credit and reference checks themselves.

If you have a criminal record, please ensure you advise us of this prior to completing your reference application.

### **Financial Assessment**

The referencing company will require annual gross earnings of at least 30 x the monthly rental. If a guarantor is to be referenced then their income must be at least 40 x the monthly rent.

### **Tenancy Agreements**

A tenancy agreement is the most important document for a tenant, a landlord and a letting agent. Once we receive satisfactory references and the landlord has approved them, you will receive a copy of the tenancy agreement. Please take time to read every section before signing and returning the document to us. If anything is unclear, please speak to a member of the lettings team.

Byrne Runciman use HelloSign to complete the online signing of all tenancy agreements. Electronic signatures are valid and legally binding around the world. HelloSign provides industry leading levels of eSignature enforceability and in many cases warrants compliance with a variety of laws and statutes.

Once the agreements have been signed by the tenants and the landlord (or agent acting on the landlords behalf), copies will be exchanged. Please keep a copy of the signed tenancy agreement in a safe place. Byrne Runciman will also hold a signed copy on file for the duration of your tenancy.

### **Deposit**

Byrne Runciman will collect a deposit equivalent to 5 weeks rent (calculated as rent x 12 divided by 52 x 5) prior to the tenancy commencing. In most cases the deposit will be held by The Deposit Protection Scheme (DPS) and will be transferred to the DPS within 14 days of the tenancy commencing. More details can be found at [www.depositprotection.com](http://www.depositprotection.com). In certain cases the deposit may be transferred to the landlord and they will be responsible for registration / protection. You will be advised in writing prior to payment of the deposit who will register the deposit. Please note your deposit cannot be used at any time to meet monthly rental payments. The deposit may be used to pay for any cleaning, damage, repairs or other breaches of the tenancy agreement when your tenancy comes to an end.

Looking after your rental property and respecting its contents is the best way to ensure your deposit is returned in full. We will aim to return the deposit, minus necessary deductions, as quickly as possible. If Byrne Runciman are holding the deposit then we will require written confirmation from both the landlord and the tenants of any deductions to be made.

### **Initial Payments**

The deposit and balance of rent must be paid by bank transfer, either via online banking or by visiting your bank. Payment must be made at least three working days before the tenancy commences. Please note that we do not accept cash, debit or credit cards, personal or company cheques.

### **Rent Payments**

Rent is always due on the monthly anniversary of your tenancy starting (for example if your tenancy starts on the 5<sup>th</sup> of the month, your rent due date will be the 5<sup>th</sup>). Rent must be paid by standing order and your standing order must be set up so that it reaches Byrne Runciman (or the Landlord if the Landlord is managing the tenancy themselves) on or before the rent due date. We will provide all the necessary bank details before you move in so you can set up a standing order with your bank.

Byrne Runciman are unable to set up, change or cancel a standing order on your behalf. Therefore if you rent changes during your tenancy or when you vacate the property it will be your responsibility for notifying your bank.

Should you wish to change the dates your rent is paid to co-incide with your income payments, you will need to pay the remainder of the month due and the next months payment in full i.e. if you currently pay rent on 17<sup>th</sup> of each month and want to change to the 30<sup>th</sup>, you will have to pay 17<sup>th</sup> – 16<sup>th</sup> of following month, plus 17<sup>th</sup> to 30<sup>th</sup> of that month. There may also be charges for amending any existing tenancy agreements or adding addendums to the current tenancy agreement.

### **Late Or Unpaid Rent**

If your rent is late or unpaid after 14 days of it being due, Byrne Runciman or the Landlord will charge a fee of 3% above the Bank Of England Base Rate backdated to the first date the rent was late.

### **Contents Insurance**

The landlords insurance policy does not provide any cover for your contents so we recommend that your possessions are protected by a contents insurance policy set up by yourself.

#### **Utilities (Managed Properties Only)**

We work with HomeShift for the switch of utilities at the start and end of a tenancy. Homeshift will be in contact with you shortly to talk through your options for energy & broadband suppliers. Homeshift also advise the local council and Water Company of your new tenancy.

### **TV Aerial**

The landlord is not obliged to provide a TV aerial to a property. If there is an existing aerial at the property neither Byrne Runciman or the landlord are responsible for testing the TV aerials prior to the tenancy commencing. In some instances, it might be possible to install cable or satellite television – you will need to obtain the landlords permission for this and any costs must be met by the tenants.

## **Animals/ Pets**

We understand that a pet is part of the family but please let us know when you apply for a property if you have any pets, or if you intend to add a pet to the family during your tenancy. There will be extra terms and conditions for pet owners that have to be added to the tenancy agreement.

## **Managing the Tenancy**

Tenants will be advised at the start of the tenancy who will be managing the property. If Byrne Runciman are managing the property then all maintenance queries should be reported as soon as possible. Our dedicated Lettings team can be contacted on 01329 834579 or [info@byrnerunciman.co.uk](mailto:info@byrnerunciman.co.uk). They are available Monday – Friday 9am – 5pm and after this time for any emergencies, please call the number above and you will be redirected through to a 24/7 support line.

## **Variation, Assignment or Novation of a Tenancy**

If you decide to leave a rental property but have found someone to take over your tenancy or want someone else to move in to the property with you, you must let us know. The landlord's prior consent must be obtained and a charge of £50 will be incurred.

## **Early Termination**

If you have to end your tenancy agreement earlier than the minimum agreed term, we will need written notice immediately. It's worth remembering that a tenancy agreement is a legally binding document and the landlord is under no obligation to release you from the tenancy. Should the landlord agree the tenant shall be liable to the landlords costs in re-letting the property as well as all rent due under the tenancy until the start date of the replacement tenancy. These costs will be no more than the maximum amount of rent outstanding on the tenancy.

## **Renewal of Tenancy**

We hope you will be happy in your chosen property and want to continue to live there. Prior to the initial tenancy expiring and with the landlords permission we will re-negotiate a new tenancy for you. The renewal of the tenancy agreement will detail any rental increases and /or new conditions as well as any break clauses agreed. If you and the landlord agree, you can allow your current tenancy to become a 'periodic' tenancy rolling month to month. If this happens, we will inform you in writing.

## **To Let Boards**

When a renewal has been agreed a Byrne Runciman 'Ley By' board will be erected at the property for approx.. 14 days.

## **Terminating The Tenancy**

Tenants are required to provide written notice in line with their tenancy agreement. Please refer to your tenancy agreement for details of when and how much notice is required.

Byrne Runciman will arrange for a check out inspection to take place on the last day of the tenancy. Tenants are advised but not obliged to attend this appointment. The condition will be compared to the condition of the property at the start of the tenancy to it's current condition and a report will be compiled.

At the time of the check out all items must be located as noted on the inventory, any damage repaired and the property cleaned (inside and out) to the same standard as it was at the start of the tenancy. All keys must be handed over at the check out appointment and the tenant will have no further access to the property. If any keys are missing the tenant will be liable for the cost of a replacement keys of for changing the lock(s).

Please note we will NOT forward mail on to you, you should set up a mail redirection service at the Post Office.

## **Right To Rent- Immigration Checks And Documentation Required**

Under Section 22 of the Immigration Act 2014 a landlord must not authorise an adult to occupy property as their only main home under a residential tenancy agreement unless the adult is a British citizen, or European Economic Area (EEA) or Swiss National, or has a Right To Rent in the UK.

There is legal requirement for all landlords of private rental accommodation in England to carry out Right To Rent checks for new tenancy agreements to determine whether occupiers aged 18 or over have the right to live in the UK legally.

The following identification documents will need to be provide to Byrne Runciman to commence the reservation process. These documents must be original documents (not copies) and must be shown to a Byrne Runciman representative in our offices so that copies may be taken and certified as a true copy of the original. These certified copy documents will be retained by Byrne Runciman for the duration of your tenancy and where applicable you will be asked to complete follow up checks.

Without the following documents we are unable to commence a tenancy.

All tenants aged over 18 years old who will be residing at the property

- Proof of current address, dated within the last 3 months
- This must be in the form of a bank statement, utility bill or council tax statement.
- Photogrpahic ID – Passport

## **Additional requirements for non-European Citizens**

- A copy of your passport or official ID card
- A copy of your visa / work permit confirming your eligibility to reside and work in the UK

## **Data Protection**

For details of our data protection and privacy policy please visit: <https://www.byrnerunciman.co.uk/privacy-policy>

## **Complaints**

Byrne Runciman is a member of The Property Ombudsmen which offers an independent redress scheme. In the unlikely event that you need to make a complaint about the service you have received from Byrne Runciman please ask a member of staff for our complaints handling procedure.

For any other queries, please speak to a member of our dedicated lettings team.