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call 01772 823050

Information for Tenants – Assured Shorthold Tenancy

This information is provided as a general guide and should be read alongside further details provided at hazelwells.com/tenants.

1. Searching for a property

We can assist with your property search for a rental property from day one and aim to help you to find the ideal accommodation for your needs. We maintain a quality list of upcoming rental properties available to our database of prospective tenants. As properties become available to let, we can match those that may suit your requirements to you and provide details by email, post or over the phone. Typically, rental properties come to the market approximately one to two months before occupancy date and will be marketed as such.

2. Viewings

Having identified a potentially suitable property, we will arrange a viewing at a convenient time to suit you and can arrange viewings at evenings or weekends, subject to availability. Viewings will normally be accompanied by a member of staff, who will be able to provide advice and answer questions, or they may be carried out by the Landlord at their request. Please direct any follow up questions to our office.

3. Application

Having decided that you wish to apply for a property, you will be required to complete the online tenant registration form at hazelwells.com/tenants – we can then prepare the tenancy application pack for you to complete by return. At this stage, any details or special requirements can be provisionally agreed, such as intended occupancy date, duration of letting, any special conditions, etc. During the application process, a reservation/holding deposit may be requested in order to secure the property. Assuming the tenancy proceeds, the reservation/holding deposit may then form part of the Tenancy Deposit with your consent. If for any reason the agent or landlord withdraws the property during your application, any reservation/holding deposit will be refunded to you within seven days. If for any reason however, your application is refused due to the provision of inaccurate, false, misleading or incomplete information being provided at any stage during the process, if you fail a Right-to-Rent check or if you withdraw from or fail to take all reasonable steps to enter the tenancy agreement, the holding deposit will be retained.

4. References

We will take references on behalf of the Landlord. Normally these will include your employer, any former landlord and a character reference. In addition, a credit check will be undertaken. Where the Tenant is unable to meet the required income/affordability or credit checks, the Tenant may be provided with the opportunity to utilise a Guarantor to underwrite any rent liabilities, subject to the Landlords agreement and acceptance. A Guarantor is usually, but not limited to, a family member or friend who is likely to pass the required income/affordability and credit checks. This person must be happy and willing to act as Guarantor for the duration of your stay at the property, for both the immediate and any subsequent tenancy agreement, and guarantee your legal obligations and liability.

5. Rent

Rents are normally quoted on a calendar month basis and are payable in advance. In addition, the Tenant is usually responsible for Council Tax, Water rates, Electricity, Gas and Telephone/internet costs and other permitted payments as per The Tenancy Fees Act 2019 – further information is available at hazelwells.com/tenants.

Rents are payable by monthly standing order (unless alternative arrangements are agreed) in advance, with the first month's rent due before taking occupation of the premises and the remaining months' rent, unless otherwise previously agreed in writing, to be paid on the same day each month thereafter.

6. Tenancy Deposit

A Tenancy Deposit is required prior to occupation. This is normally equal to one month's rent but can be an amount up to 5 weeks rent. Whether we are acting as agents in a tenant find capacity, or managing agents this deposit will be either a) held by ourselves on behalf of the landlord in a deposit client account until the end of the tenancy and registered in our Tenancy Deposit Scheme with myDeposits, or b) held by the Landlord and registered with their Tenancy Deposit Scheme.

The Tenancy Deposit is held as security to cover the tenant's obligations, including the cost of any damage or other tenant liabilities outstanding at the end of the tenancy. The landlord/agent will check the property once the tenancy has ended against the initial schedule of condition for any damage or excessive wear and tear. Where required, subject to further inspection and approval, the landlord/agent will arrange for repairs and any deductions will be levied against the balance of the Tenancy Deposit. Please note that the Tenancy Deposit is not intended to be used by the Tenant to cover any outstanding rent. For further details regarding the return of the Tenancy Deposit balance, please see 'End of Tenancy Guidance' which accompanies this guide and is to be read alongside the Tenancy Deposit Scheme rules.

7. Fees and Permitted Payments

Following the introduction of The Tenancy Fees Act 2019, certain fees to tenants are prohibited whilst other charges are allowed as permitted payments. See more information at hazelwells.com/tenants.



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End of Tenancy Guidance - Handing back the Property

In accordance with the terms of your tenancy agreement, you have two main obligations to consider when ending your tenancy:

1. The property and contents should be handed back in the same condition as they were at the beginning of the tenancy, allowing for normal wear and tear.
2. Within a fixed term tenancy, you can serve notice at any point to the end of that fixed term. Please ensure that you provide us with at least one calendar months' notice. Within a periodic tenancy, you can serve notice at any point, but you must provide us with at least one calendar month's notice and the notice must run a complete monthly term up to the day preceding start day of your period. All rent must be paid up to date and all outstanding bills settled. Failure to do so may result in additional charges being levied against the deposit. You will remain liable for the property until the final day of your notice period and/or until all keys for the property have been returned.

Mail Forwarding

You should make arrangements with the Royal Mail and inform us of your forwarding address.

Pre-Checkout Inspection

By request, we can arrange to carry out a pre-checkout visit to the property about 2-4 weeks before you are due to leave. The purpose of this visit is to point out to you any areas which require your attention. Once the final checkout has taken place, you will not have access to the property, and any remedial work required beyond normal wear and tear will have to be carried out by contractors at your expense, so if you are unsure of what your obligations are then please arrange a pre checkout inspection with us.

The Inventory

It is a good idea to start your preparations by running through your copy of the inventory to remind yourself about the position and condition of the contents at the start of the tenancy.

Normal Wear and Tear

Please note that normal wear and tear does not include any damage, nor excessive wear and tear.

The Checkout

The agent/landlord will contact you during the final weeks of your tenancy to make an appointment time for your checkout. This will need to be arranged for a time when you are literally ready to close the door and hand back the keys. During the checkout the agent/landlord will check and note the condition of the property and contents against the inventory, and record final electricity and gas meter readings.

Preparing the Property and Contents

1. All soft furnishings especially carpets, curtains and mattresses should be left clean, paying special attention to any heavy stains and if applicable any marks considered to be excessive wear and tear. This may mean having carpets professionally cleaned, and curtains dry cleaned and pressed.
2. All kitchen utensils, equipment and appliances should be cleaned, the fridge and freezer defrosted, food should be removed from all the cupboards and all hard surfaces should be washed down and cleaned, including the kitchen floor, which must not be 'sticky'.
3. All bathroom/WC surfaces should be thoroughly cleaned with a bathroom cleaner/disinfectant paying particular attention to any stains or marks.
4. All the woodwork, including doors, door frames and skirting boards etc. should be wiped down.
5. Any linen or towels provided should be laundered and pressed and left in the appropriate places.
6. Any items of furniture provided should be dusted, cleaned and left in the appropriate rooms.
7. Any electrical goods and appliances provided, including light bulbs should be in full working order.
8. Gardens and patio areas should be free from weeds and any lawns should be left mown.
9. No rubbish should be left on the premises, except in the general refuse and recycling bins provided.
10. All sets of keys must be returned. Internal keys for cupboards & windows should remain in the locks.

Final Bills

You should contact the appropriate entities for telephone/broadband, water authorities and council tax and arrange for final bills to the end date of your tenancy. For gas and electricity, it is generally easier to inform them of the final meter readings after the checkout. The agent/landlord will record these readings during the checkout. All bills remain the tenant's responsibility until the last day of the tenancy.

Viewings

We will contact you to arrange to show the property to prospective tenants in the final months of your tenancy. It is a condition of your tenancy agreement that you allow us to do so. We will endeavour to give reasonable notice, and to arrange viewings at your convenience, although you need not be present.

Deposit Return

Please note that your deposit will not be returned on the day that you leave. The deposit balance will be refunded by bank transfer or cheque. Where it is necessary for us to obtain estimates for remedial works there may be a delay, but the agent/landlord will endeavour to keep this to a minimum. Should you agree to any charges, the balance of your deposit will be returned to you within ten days. Should you disagree with any of the proposed charges to be levied against the deposit and you are unable to come to an agreement then you have the option to raise a dispute with the deposit protection service in line with their rules. You will be provided with a guide from the deposit protection service along with a copy of your deposit protection certificate. Further details can be found at hazelwells.com/tenants.

Complaints

If you wish to escalate any issue to a formal complaint, a formal complaint letter should be sent by post to our address below. We will respond to your letter in writing. We are registered with The Property Ombudsman Service. If you feel that your complaint has not been satisfactorily resolved within 8 weeks then, once we have issued our final viewpoint, you can refer your complaint to The Property Ombudsman Service at www.tpos.co.uk within the next six months for their independent assessment.