



Havens Estates Tenant Guide

At Havens we not only pride ourselves on the wide range of properties available, but also the quality and the high level of service we provide. Havens only specialise in the letting and managing of properties. We are ideally suited to tenants and relocation companies who desire good quality accommodation, have viewings arranged at short notice and require the process of moving made as straightforward as possible.

We have compiled a guide into the process involved when renting a property. It is intended to be informative and provide answers to some of the most commonly asked questions.

Finding a Property

The first step is to provide brief details about yourself and the type of accommodation you require. Should your need be urgent we will immediately search our database for properties for you to view. If not, we will provide you with information about suitable properties available, with photographs, and will either send these by post to the address given or email the property brochures. Should a property not meet your requirements then our search will continue on a daily basis until a match is found. We will then, either contact you by telephone, send details by email or send a mobile SMS text message.

Viewings

Viewings are arranged during the office hours and are accompanied by one of our property professionals. For prospective tenants having to travel far, or find it difficult to make an appointment during our normal opening hours, we can accommodate with a special arrangement every Saturday between 9.30am and 4.00pm.

Reserving a Property

Once you have decided on a property, you will need to reserve it by returning a completed application form and putting down a "holding deposit", usually £50.00 per applicant, £65.00 for a company. This will act as a measure of good faith whilst we are applying for references and preparing the Tenancy Agreement and Inventory. If for any reason we are unable to offer you a tenancy or the landlord withdraws, this will be refunded. However, the holding deposit is forfeited should you decide not to proceed for any reason or submit false information on your application form.



References

We will apply and evaluate references and, in addition, apply for a credit check on all applicants. Usually we will require satisfactory references from your employer or accountant (if self employed or a company). We may also in specific cases require an application from a guarantor.

Guarantor

In certain circumstances a suitable Guarantor maybe required. It is the responsibility of the prospective tenant to ensure that the Guarantor has signed the Guarantor Agreement and has returned it to us before the commencement of the tenancy. This Agreement is a legal document to cover rent and deposit should the tenant default and to cover any damage to the landlord's property, fixtures, fittings or furnishings.

Timescale

Allow plenty of time when planning to move. In order to ensure that enough time is allowed for your referees to respond to our enquiries, and to compile the inventory, we will require a minimum of seven working days from receiving an application.

Tenancy Agreement

Unless the tenant is a limited company we will use an Assured Shorthold Tenancy agreement (AST), created by the Housing Act 1988 as amended by the Housing Act 1996. The term of the tenancy is fixed for six months, however, with the landlords consent we can issue a twelve month AST. Unless otherwise agreed the AST will have a Statutory Periodic Agreement added, making it possible for the tenancy to continue beyond the fixed term without the need for renewal. The advantage is to provide both the landlord and tenant the flexibility to end the agreement at anytime after the expiry of the fixed term, subject to the relevant notice being served.

Initial Invoice

When an offer of tenancy is issued, confirmation is usually sent by post or email along with the initial invoice. The invoice is made up of the Rent Due, Dilapidation Deposit, Reference Fee, Tenancy Agreement and Inventory Charges. Payment can be made either at the commencement of the tenancy in cleared funds or by personal cheque. Should it be your intention to make the payment by cheque then this must be received no less than seven working days prior to the commencement of the tenancy.



Rent

The rent is quoted per calendar month and is payable in advance on the tenancy date by bank standing order mandate.

Dilapidation Deposit

A Dilapidation Deposit equivalent to 1 months rent is required to safeguard the landlord against any potential damage to the property due to neglect, misuse, or mistreatment by the tenant or any other liabilities under the terms of the tenancy agreement.

The Tenancy Deposit Protection (TDP)

From 6 April 2007, landlords entering into new tenancy agreements will be required to place any deposit with a Government authorised scheme, which will safeguard the money and offer independent adjudication in the event of any dispute. Tenants who have kept their rented property in good condition can be confident that they will not have all or part of their deposit withheld on spurious grounds, a common complaint currently made by tenants.

The existence of the alternative dispute resolution service (ADR) will also encourage tenants and landlords to have in place, from the outset, clear agreement on the condition of the property through use of inventories, and agreement on the condition of the property - thus ensuring that landlords are also protected.

TDP will apply to all assured shorthold tenancies (ASTs) in England and Wales, where a deposit is taken. Virtually all new contracts to let a property are ASTs. A contract that is an AST will be clearly marked as one. The TDP will add to the measures set out in the Housing Act 2004 to drive up standards in the private rented sector, including licensing multiple occupancy homes and new safety rules.

Note: Reference to "landlord" should also be taken to include any other person that takes the deposit on the landlord's behalf e.g. a letting agent.

Non-Managed Properties

Where Havens are not acting in the capacity of managing agent, the landlord's details including, address, and telephone numbers will be supplied at the commencement of the tenancy.



Signing the Tenancy Agreement

When we issue an offer of tenancy, you will be contacted for an appointment to sign the agreement. Appointments are made from Monday to Friday between the hours of 9.30am and 5.00pm. It is essential for all concerned that all named tenants must attend the appointment and sign the agreement.

Inventory

The inventory provides a description, state and condition of the fixtures and fittings of the property together with a schedule of the condition of the decoration, flooring, windows, bathrooms and kitchen, together with a description and schedule of condition of the gardens and garage where applicable. Gas and electrical appliances listed within the inventory indicate the type and condition of the appliance at the commencement of the tenancy and in no way guarantees their function.

Check In (if instructed by Landlord)

An appointment is made for you to meet the Inventory Clerk at the property after the signing of the agreement. The Inventory Clerk will confirm with you the details of the inventory. Once agreed, you will be asked to sign the acceptance notice and any disclaimers. It is important that you take time to check the accuracy of the inventory, as it will form the basis of the check out. All property keys will be handed over and signed for.

Check Out

Upon receiving notice that the tenancy is to be terminated, an appointment will be made for the Inventory Clerk to attend the property and prepare the check out report. The report is based on the state and condition of the property and its contents at the time of the check out compared with that at the start of the tenancy, as detailed in the inventory. It is important to ensure that furniture if supplied is returned to its original position and the property is left in a clean and satisfactory condition, as you would wish to find it yourself. Gas and electric meters are taken in the presence of the tenant, and all the keys are handed back to the Inventory Clerk.



Utilities

The payment of Gas, Electricity, Water, Telephone, Council Tax, Satellite and Cable Services are the responsibility of the tenant along with providing a valid T.V. License. It is part of our service to notify the Gas, Electricity, and Water companies, to transfer the accounts into the tenant's name and provide up to date meter readings. We will also notify the local Council Tax collection office.

Insurance

As a tenant the protection of your own possessions lies with you and can be at risk from fire, storm, water damage, theft, and even accidental damage. The tenancy agreement also makes it the tenant's responsibility for accidental damage caused to the landlord's contents, fixtures, fittings and building. When renting we strongly recommend that tenants protect themselves and their deposit with a Tenants Contents Insurance Policy.

Taking Care of the Property

Once you have moved in it will be your responsibility to maintain and care for the property during the term of the tenancy. The tenant has an obligation to notify and report any faults or repairs to either the landlord or to our maintenance department. In certain cases some landlords may have a Central heating system policy and or an Emergency Assistance Cover. In these cases you will be supplied with the relevant contact numbers along with the policy details should the need for a claim arise.