



PropertyAssistant

Tenants

guide and obligations

www.pauk.property

About us

Property Assistant is a modern business, based on traditional values. We pride ourselves on being at the forefront of the property lettings market, ensuring we keep ourselves up to date on the ever changing tenancy laws and government legislations. Only working with chosen landlords who provide good quality rental properties, ensures renting with us runs as smoothly as possible.

The agents obligations

We offer our landlords three levels of service; Letting Only, Rent Collection and Full Management. You will be notified of which service is being provided prior to the commencement of any tenancy.

Where we are fully managing the property we will be on hand to provide advice and support throughout the tenancy term. If the landlord is managing the property we will provide you with their contact details prior to the start of the tenancy so you can deal with them directly.

Finding a property

Good quality properties are viewed and reserved very quickly, so it is a good idea to start looking at lease two months before you wish to move. To view our selection of available properties or to register your details please follow this link to our website **www.pauk.property/lettings**.

By registering your details, we will then be able to contact you should a suitable property become available.



Viewings

Viewings will be arranged at times to suit you, including evenings and weekends. You will be invariably accompanied by a member of staff, who can give advice and answer any questions you may have.

Once you have found a property

Reservation

Once you have found a property and the terms of the tenancy have been provisionally agreed with the landlord you will be asked to fill out a property reservation form and pay a reservation fee of £250 or the equivalent of one weeks rent whichever is the lesser. This is to reserve the property. If you have any queries regarding the condition of the property or what items are included, it is important to raise this before you submit your reservation form. Providing the tenancy goes ahead the reservation fee will be deducted from the first month's rent payment. However, please note that this fee will be withheld if any relevant person (including any guarantor's) withdraw from the tenancy, fail the Right to Rent check, provide materially significant false or misleading information or fail to sign the tenancy agreement within 15 days from when the holding deposit is received or other deadline as mutually agreed in writing.

Proof of ID

Each tenant over the age of 18 will be required to provide proof of ID as well as proof that they are permitted to reside in the UK for the period of the tenancy, such as a passport. A full list of valid documents can be provided to you upon request. We will also require proof of current address such as a recent utility bill or bank statement. All documents must be originals, we do not accept photocopies on their own.

Referencing

We use a third party referencing company to evaluate tenant references. This company will contact you by email. You will be required to supply details of previous residential addresses for the past 3 years, contact details for previous landlords or agents, employment details, salary details and referees. They may ask you to provide a personal reference and sometimes a guarantor.

Tenancy Agreement

Once we have received clearance from the referencing company we will draft a formal Tenancy Agreement. The agreement must be signed by all parties in order for it to take effect. This document cannot be amended, if you are unsure of any of the wording then we recommend that you seek clarification before signing. The move in date cannot be confirmed until all references are cleared and the landlord has provided their final approval of the tenancy agreement.

Deposits

Before your tenancy commences you will be required to pay a security deposit. The Security Deposit for all new tenancies entered into on or after the 1st June 2019 shall be:

- capped to five weeks rent for any tenancy where the annual rent is up to £50,000.00 and
- capped at six weeks rent for any tenancy where the annual rent is between £50,000.00 and £100,000.00
- uncapped and agreed by negotiation for any rentals greater than £100,000.00 per annum.

For your piece of mind all deposits we manage are protected by the DPS custodial scheme, a government authorised tenancy deposit scheme which ensures you get your deposit back if you meet the terms of the tenancy agreement.

Illustrative example of how the security deposit is calculated: If you therefore let a property for £900.00 per month, the deposit shall be capped at five weeks. This is calculated by:

1. $£900.00 \times 12 = £10,800$
2. $£10,800 / 52 = £207.69$
3. $£207.69 \times 5 = £1038.46$

Payment of Rent

As a minimum, the first month's rent is paid upfront (minus the reservation fee). The exact amount will depend on the date you are moving in. The funds must be cleared prior to check in. All subsequent rental payments will be due on the 1st of every month thereafter. Should the landlord be managing the property then future rental payments will be due to them directly.

Late Payments

It is important that you pay your rent on time. A landlord may hold you liable as a tenant for interest up to a maximum of 3% above the Bank of England base rate from the rent due date until paid, if you are in arrears for more than 14 days.

Fees to tenants

The law changed on 1st June 2019 offering greater protection for tenants and restricting what landlords and agents can charge tenants. Here at Property Assistant we abide by the governments guidance as highlighted in the tenants fees Act 2019. Please note that default fees can still be charged to tenants for the following;

Key Replacements - Where a tenant has lost a key, the tenant will be liable to the actual cost of replacing any lost key(s) or other security device(s). If the loss results in locks needing to be changed, the actual costs of a locksmith, new lock and replacement keys for the tenant, landlord and other persons requiring keys will be charged to the tenant. The amount owed will be evidenced with a receipt/invoice which will be remitted to the tenant. A charge of £15 (inc VAT) per hour for the time taken to execute the replacement may also be charged.

Addendum's to the tenancy agreement - Where a tenant requests to change a term of the agreement, for example to redecorate the property, to obtain permission for a pet or should there be a change of sharer during the tenancy the landlord or agent may charge up to £50 (including VAT) per request.

Moving in

On moving in day we will arrange a time for you to meet the landlord or where we are managing the property a time for you to meet the check in clerk at the property. They will run through the inventory with you, take meter readings and give you the keys. If there are any issues with the property then you should raise these during this appointment.

The inventory is a very important document it forms the basis for any deductions made from your security deposit at the end of the tenancy. We advise that you check the inventory paperwork with care during the appointment.



Utilities

During the tenancy you will be responsible for paying the Council tax, water rates, gas, electric and TV licence, unless otherwise stated. Where we manage the property we can set up accounts with the relevant utility companies on your behalf, to ease the process. You will not be permitted to change suppliers unless given prior approval from either ourselves or the landlord. Please note that if you were to vacate the property prior to the end of the tenancy, you would still be liable to pay the utilities until the tenancy term has expired or until new tenants have moved in. In all cases you will be responsible for setting up your own telephone, broadband, cable or satellite contracts as well as the TV licence.

Maintenance and Repairs

Our responsibility is dependent upon the service that we provide to the landlord. You will be advised of this at the start of the tenancy.

If the landlord is managing the property you will be provided with their contact details so you can deal directly with them.

Where we fully manage the property, we will be on hand to answer any questions or concerns you may have during the tenancy. Any maintenance issues should be reported to us as soon as possible either by phone or email to enable us to respond.

As a tenant you are responsible for any minor maintenance such as replacing batteries, fuses and light bulbs. If the property you are renting has a garden, it is your responsibility to maintain it during the tenancy. We can provide you with a quote for a gardener if required. Any maintenance issue that was caused by you e.g. blocked drains, misuse of appliances etc. you will be required to pay both the call out charges and repair costs. Where maintenance works need to be carried out, you will need to allow contractors access to the property to carry out the repairs.

You will also need to provide access if the landlord has any warranty agreements in place i.e. annual boiler servicing etc. If we are given authorisation we can provide the contractor with a spare key, where they are prepared to collect it from our offices.

If you are unable to keep any pre-arranged appointment times then it is important that we are advised in good time to avoid being charged any call out charges. When the property is unoccupied it is your responsibility to keep the property secure.

Property Inspections

Where we are fully managing the property, we will undertake regular routine property inspections. We will always notify you of the date in advance but we will not always be able to specify a time. You will not be required to attend the inspection as long as we can gain access to the property. An initial inspection will usually take place within 6 weeks of the start of the tenancy. Inspections are usually then carried out at 3 - 4 monthly intervals.

Insurances

We strongly recommend that you take out appropriate insurances to cover any personal effects and contents that you keep at the property during the tenancy as these will not be covered under any policy that the landlord may have. We can provide you with a quote if required.

Renewal and termination of tenancy

You will be contacted during the last three months of your tenancy to agree either a renewal or a termination date. Upon expiry of the initial tenancy, all subsequent tenancies must be renewed on a fixed term basis with a new formalised agreement.

End of Tenancy

Before the end of your tenancy an appointment will be made for the inventory clerk or the landlord to meet you at the property to conduct the handover check out. You will be required to present the property as it was supplied to you at the start of the tenancy, hand over all keys at this time and fill out an end of tenancy form, in order for your deposit balance to be refunded.

As a tenant you are responsible for ensuring that the property is returned in the same condition as when you checked in aside from any fair wear and tear. Fair wear and tear is considered to be a defect which occur naturally or as part of the tenant's reasonable use of the premises. If the property is not left in a fit condition, associated costs can be claimed against the tenancy deposit.

Please note where the landlord is managing the property you will need to agree the end condition directly with them and any charges that may be required.

Security Deposit

Once the check-out report is received, an electronic copy will be forwarded to both you and the landlord. Deposit returns are carried out in line with government guidelines and regulations. Your deposit may be subject to deductions if the property is not returned in the same standard as when you moved in. The deposit balance will be refunded to you once any charges (if applicable) have been agreed.

Complaints Handling

By law all estate, lettings and property management agents must join a Government authorised redress Scheme. If at any time you are not happy with the service we are providing, you can rest assured, as we are registered members of the Property Redress Scheme which is the consumer Redress (Ombudsman) Scheme for the Property Industry. www.theprs.co.uk/Consumer

We hope that you have found this brochure informative. If you have any questions please don't hesitate in contacting us. We will be more than happy to run through the rental process with you further. Additional information can also be found on the governments website www.gov.uk or by visiting the citizens advice bureau.



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 www.twitter.com/Propassistuk

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