

## **TENANT GUIDANCE NOTES**

### **1. HOLDING DEPOSIT**

Once a property has been found we will ask the proposed tenant(s) to pay a "Holding Deposit". This payment is the equivalent of one months rent (unless stated otherwise) and is required to "hold" the property in your name whilst your application is processed.

Deposits are payable on all tenancies and we will also require a suitable guarantor for each Tenant (i.e. someone who is currently residing in the United Kingdom and is in full-time employment or can prove other income e.g. Pension).

**PLEASE NOTE – Upon submission of your application, viewings for the property for which you are applying will be stopped. In the event that you withdraw from the process, the holding deposit is non-refundable.**

### **2. APPLICATION FORM**

Each proposed tenant and their guarantor must complete an application form providing their personal details and employment information to allow the Landlord to make the initial decision on your application.

### **3. REFERENCING**

Once accepted and in order to confirm your suitability for the terms of the lease, the tenant(s) and/or guarantor(s) are responsible to provide a Credit Report together with a previous landlord reference (if applicable) and an employers reference.

McGeown Estate Agents offer a referencing service through 'HOMELET' at a cost of £40-00 per tenant (which includes referencing for both the tenant and their guarantor). If you are able to provide an alternative report, such as a 'HOMELET' reference obtained in the last three months, this may be acceptable subject to approval.

HOMELET is one of the UK's largest referencing firms who provide a tenant screening report containing more information than a standard credit report which often allows for a faster and more informed decision about new rental applications.

### **4. TENANCY AGREEMENT**

A Tenancy Agreement is a legally binding contract between you, the tenant(s), and the landlord(s). It will state the term of the tenancy, the amount of rent payable on a monthly basis and your rights and responsibilities as a tenant.

Once your application has been processed, and you are 'accepted', you will be required to sign the Tenancy Agreement. It is important to understand your obligations as a tenant, therefore please do not hesitate to ask a member of staff should you require any clarification.

The tenancy Agreement will be for a fixed term and there is no provision for the early termination of the agreement. Therefore by signing you are agreeing to pay the agreed rent for the full period of the tenancy. There will be an option to extend the term of your agreement after the agreed period, either for a further fixed period or on a month-to-month basis.

**PLEASE NOTE- If you decide not to renew your agreement at the end of the fixed term, you must give TWO clear calendar months notice, in writing, to McGeown Estate Agents.**

## **5. OTHER INFORMATION**

McGeown Estate Agents operate strict "NO Smoking" and "NO Pets" policies however any reasonable request may be approved with a Landlord's consent.

## **6. MOVING IN**

On, or prior to the day your tenancy commences, both Tenant(s) and Guarantor(s) will be required to execute the Tenancy Agreement in full. Payment of your first months rent must also be made in full and a Standing Order mandate must be completed by the tenant(s) to facilitate payment of the monthly rent due. It is the responsibility of the Tenant(s) to ensure that this has been set up with their bank and that it is cancelled once the final payment due under the Tenancy Agreement has been made

You will be provided with the keys and a "Welcome Pack" to include a copy of the completed Tenancy Agreement, a "Rent Book" (as required under the Rent Book Regulations (NI) 2004), an Inventory & Schedule of Condition report and other helpful information.

Please be aware that whilst the Landlord(s) will have insurance for the building and furnishings, your belongings WILL NOT BE COVERED and we would therefore advise that you arrange 'Tenants Contents Insurance'

**PLEASE NOTE - Keys will NOT be released until tenant(s) AND guarantor(s) have signed, and fully executed the Tenancy Agreement and all monies due have been paid.**

## **7. TENANCY DEPOSIT PROTECTION**

From 1<sup>st</sup> April 2013, all Landlords who take a deposit for private tenancies must protect the Tenant's deposit in an approved deposit protection scheme. A tenancy deposit scheme is an independent organisation that is authorised by the Department for Communities to protect tenant's deposits for the duration of the tenancy and to help ensure that Tenants are able to recover their deposit at the end of their tenancy less any amount that the Landlord, or their Agent, can prove entitlement to withhold.

The "Holding Deposit" received will be transferred to your landlord(s) or held by McGeown Estate Agents in the capacity of "Landlords Agent" at the commencement of your tenancy. This deposit must be protected with an approved deposit protection scheme within 14 days of the start date of your tenancy.

## **8. INVENTORY & STATEMENT OF CONDITION**

A report detailing the property contents and a schedule of condition should be prepared in advance of you taking occupancy of the property. This document will form the basis of any deduction from your

deposit and therefore should be checked thoroughly. This document must be signed and returned to McGeown Estate Agents, where it will be held on file (a copy is available upon request).

Any discrepancies regarding the report **MUST** be brought to our attention within seven days of the lease commencing.

An inventory protects both the landlord(s) and the tenant(s), if you are not provided with an Inventory & Statement of Condition report on the day you move in please try to ensure that a report is provided for you as soon as possible.

## **9. TENANT(S) OBLIGATIONS**

### **(i) Minor maintenance**

Replacing light bulbs, fuses, tap washers etc are the responsibility of the tenant(s). It is particularly important that the property is secured at all times and that responsible steps are taken to avoid freezing of pipes when absent for short periods. It is important to note that the tenant will be bound by the terms and conditions of any head lease covering properties in managed blocks.

### **(ii) Utilities:**

Get yourself connected- The tenant(s) are responsible for their own supplies for gas/oil, electricity and telephone. It is the responsibility of the tenant(s) to maintain a valid TV Licence for the property. Tenant(s) must notify the appropriate utility companies, stating their name, address and the relevant meter reading/s. Contact details are supplied in your Welcome Pack.

### **(iii) Property Visits & Viewings:**

If the property is managed by McGeown Estate Agents, we are obliged to conduct periodic visits. The purpose of such visits is to (a) check the condition of the property, (b) to examine any repairs which may have been carried out (c) report to the landlord. During the last 6/8 weeks of your tenancy we will openly market the property "To Let". It is not necessary for tenant(s) to be present for any viewings that may take place, however it is important to ensure that all internal doors remain unlocked during such times and that the property is in a clean, tidy and presentable condition. The tenant(s) will be given at least 24 hours notice prior to any visit or viewing.

## **10. END OF TENANCY**

Tenant/s must fulfil all obligations stated in the Tenancy Agreement and leave the property in its initial condition (as per Inventory & Statement of Condition report) or deductions may be made from your Deposit. We would advise that you carry out a thorough clean throughout. All linen, used or not, should be freshly laundered. If you have moved any furniture, return please return it to its original position.

**PLEASE NOTE – You cannot offset your deposit as your last months rent. Any attempt to do so will incur rental arrears action.**

On leaving the property all keys must be returned to McGeown Estate Agents (437 Lisburn Road, Belfast, BT9 7EY) and a forwarding address and contact number must be supplied. If ALL keys have not been returned on the day the property is vacated we will have all locks changed at the expense of the Tenant(s).

A final inspection and inventory check will take place and we will check your tenant account. Providing there are no discrepancies/disputes and no rental arrears outstanding, your deposit should be returned as soon as possible but please allow 28 working days from the date of final checkout inspection.