

LINLEY &
SIMPSON



Tenant Guide

Renting appeals to many due to the flexibility it offers but there are still important decisions to be made when deciding where to live.

Our Tenant guide takes you through the different stages when renting a property providing tips to help you with your search, advice about your responsibilities as a tenant and guidance for the end of your tenancy.

BEFORE YOU START YOUR SEARCH

Understand the costs and fees involved in renting

Before you start searching for a property it is a good idea to work out a budget. Look at what your current outgoings are to establish what money will you have left each month to spend on rent and other costs that will be associated with your rental property.

Deposit

This will be the biggest cost you will need to allow for. The deposit is equivalent to 5 weeks rent. So for example, a rent of £500pcm would require a deposit of £575. If Linley & Simpson manage the property, the deposit will be held in a bonded client account in accordance with ARLA and government regulations. This means that it is protected both during and after your tenancy and when you leave we will negotiate any proposed deductions helping Tenant and Landlord to reach agreement. All deposits now have to be protected by law so if you are considering renting through a private landlord or another Agent, ensure you satisfy yourself that they are complying by asking them which Tenancy Deposit Scheme they are registered with.

Rent in advance

Rent is usually paid monthly in advance so you will need to pay upfront for the first month when you start your new tenancy.

Holding Fee

If your application is accepted you will need to pay to us a holding deposit equivalent to one weeks' rent for the property you are interested in. This will reserve the property whilst we process the references

Once we have your holding deposit, current legislation stipulates that the necessary paperwork (such as the signing of the Tenancy Agreement) should be completed within 15 days. If this is not possible a longer period can be agreed in writing.

If at any time during that extended period you decide not to proceed with the tenancy, then your holding deposit will be retained by Linley & Simpson. By the same token, if during that period you unreasonably delay in responding to any reasonable request made Linley & Simpson, and if it turns out that you have provided us with false or misleading information as part of your tenancy application or if you fail any of the checks which the Landlord is required to undertake under the Immigration Act 2014, then again your holding deposit will not be returned. It will be retained by us and your Landlord.

However, if the Landlord decides not to offer you a tenancy for reasons unconnected with the above then your deposit will be refunded within 7 days. Should you be offered and you accept a tenancy with our Landlord, then your holding deposit will be credited to the first months' rent due under that tenancy.

Where, for whatever reason, your holding deposit is neither refunded nor credited against any rental liability, you will be provided with written reasons for your holding deposit not being repaid within 7 days.

You will not be asked to pay any fees or charges in connection with your application for a tenancy. However, if your application is successful under our standard assured shorthold tenancy agreement, you will be required to pay certain fees for any breach of that tenancy agreement in line with the Tenant Fees Act 2019. [You can see all our fees here.](#)

Ongoing costs

Ongoing, the monthly outgoings associated with your rental property will include:

- Rent
- Council Tax (sometimes this may be included in the rent)
- Utilities (gas, electricity and water – sometimes these may be included in the rent)
- Phone/ broadband
- TV Licence
- Contents Insurance – you will be responsible for arranging contents insurance for your own possessions. The Landlord covers the building and his own contents against normal perils such as fire, flood or theft but not yours. You should also consider taking out insurance against any damage you might accidentally cause to the Landlord's contents, buildings and fixtures and fittings. It's all too easy to drop the iron on the carpet or spill a glass of red wine.

[Linley and Simpson are pleased to be partnered with Homelet who offer specialised insurance for tenants.](#)

[Please visit their website for more information on the policies they offer and for a free, no obligation quote:](#)



You will also need to factor in any personal outgoings such as food, clothes, mobile phone bills, travel costs and leisure activities.

How long do you want to rent for?

A tenancy is usually for a minimum of 6 months but some Landlords are happy to offer longer tenancies. Each property will vary so make specific enquiries about how long you can stay for the properties you are interested in.

FIND A PROPERTY

Think about the type of property you are looking for and what is important to you and your lifestyle to help establish your search criteria.

How many bedrooms do you need? Do you want a furnished or unfurnished property?

Generally speaking unfurnished means you can expect carpets, curtains and white goods only whilst furnished often includes all the essential furnishings required to move in straight away apart from minor kitchen equipment and bedding.

Do you want off street parking or a garage? Do you want a garden? Do you have any pets?

Most landlords are not keen on allowing pets but if you raise the issue at the outset we will gladly approach the Landlord on your behalf. Some Landlords will accept pets if you pay a higher rent.

Where do you want to live? Do you need to be close to public transport links?

Another consideration is whether the property you are looking at is **Fully Managed or Let Only**. If your chosen property through Linley and Simpson is fully managed, then our in-house Property Managers will be your first point of contact for all maintenance and repair issues and we will act on behalf of the landlord. Let Only or Landlord Managed means that we find tenants for the property and arrange the paperwork, then the Landlord takes over the management and holds your deposit or pays it into a protected scheme. Most properties are fully managed and most of our Let Only clients are well-known to us. Your rights are protected either way.

BEGIN YOUR SEARCH

Once you have established your search criteria you can begin looking for a property.

Advantages of renting through Linley and Simpson:

Find a property faster – we have a huge selection of properties which are continuously updated and we can arrange multiple viewings on your behalf.

Peace of mind – all of our properties comply with the latest legislation and are inspected regularly. We are also members of the Association of Residential Letting Agents (ARLA).

Convenience - we will liaise with the Landlord to agree the let and sort out all of the paperwork associated with the new tenancy for you.

Visit our [‘Properties to Let’](#) page or register with us and we will email you regular updates on properties that match your search criteria. [Click here](#) to join our Electronic Mailing List.

Alternatively, please call into your nearest branch and our friendly, experienced staff can help you shortlist properties to view and take some of the stress out of your search.



VIEWING PROPERTIES

The best way to decide if a property will be right for you is to go and view it. You can book viewings through our website or by speaking to or emailing a member of staff at the relevant branch.

Good rental properties go quickly so if you see something you like try to view as soon as possible!

Registering your details with us also means you'll be amongst the first to hear about new properties when they come on with us. [Click here](#) to join our Electronic Mailing List.

APPLYING FOR A PROPERTY

Once you have found a property that you like, you can apply for it by completing an [Application Form](#) and emailing it to the office where the property you are applying for is advertised.

As this is an online application form we require you to tick the relevant box as confirmation of the details you have supplied within and agree to our terms and conditions.

Proving your Identity

We will need proof of address and photo identification from anyone wishing to rent a property through us. If you are currently a homeowner, we will also need proof of ownership of your property. These documents will need to be produced in advance of your proposed moving in date. [Click here](#) to see what documents you need when proving identity (please refer to p.5).

Referencing

We will ask for your address history so that we can carry out a search via a Credit Reference Agency. We will also approach your current Landlord or Agent (if you are renting) as well as obtaining a written reference from your Employer. If you are self-employed we will ask for your Accountant's details and/or recent accounts. We have special provisions in place for Overseas Tenants. If you think your situation is unusual, just ask our staff.

Will I need a Guarantor?

If we feel your income is lower than that required for the rent in question or if you are returning to study for example, we could ask for a guarantor to support your tenancy. This is a serious commitment as the guarantor will be as responsible as the tenant for all monies due and obligations agreed for the tenancy. Guarantors need to be earning sufficient to cover both their own financial commitments as well as your rent and we will reference them in the same way as the actual Tenant.

MOVING HOME CHECKLIST

Please [click here](#) for our simple checklist to help make moving easy.

THE TENANCY

Tenancy Agreement

The most common form of tenancy is an Assured Shorthold Tenancy (AST). The tenancy agreement is a contract between you and the landlord and is signed before you can move in. The contract lays out the rights and liabilities of both parties. It is an extensive document which is legally binding therefore you should take time to read and understand it. You can see an example of our tenancy agreement by clicking [here](#).

Joint tenancies

A joint tenancy is where more than one person is named in the tenancy agreement. Each tenant is jointly and individually liable and responsible for the tenancy.

Tenant's main responsibilities:

- Pay the rent and other charges on time
- Take care of the property
- Make sure everyone in the property, including visitors, behave responsibly
- Maintain the general up keep of the property and gardens
- Let us know in writing if you want to leave – you must give at least 2 months notice if you want to leave at the end of your tenancy



Landlord's main responsibilities:

- Respect the tenant's contractual and statutory rights
- Look after the structure of the building
- Keep all water supply pipes and heating installations in working order
- Keep all gas and electrical fittings safe and in working order



Linley and Simpson have a right to:

- Access the property to carry out inspections, repairs, servicing or safety inspections at the convenience of the tenant
- Show prospective tenants round at the end of your tenancy once you have given notice, again at the tenant's convenience

The agreement will also contain the following information:

- Your name, your landlord's name and the address of the property which is being let
- The date the tenancy will commence
- The duration of the tenancy
- The amount of rent payable, how often it should be paid, when it should be paid and when it can be legally increased
- The agreement should also state when the payments are expected, including Council Tax, utilities, service charges, etc.
- What services your landlord will provide, such as maintenance of common areas
- The notice period you need to give each other if the tenancy is to be terminated.

The Deposit

You will pay a deposit with the initial rent payment before you move into the property. This is held against any breach of the tenancy agreement e.g. non payment of rent or damage to the property or its fittings and furnishings.

The deposit will be protected by a Tenancy Deposit Scheme and will be returned when you leave the property, provided it is in good condition and you have no outstanding charges or rent owing. If the property is not managed by Linley and Simpson, the deposit will be forwarded to your Landlord who will be responsible for lodging it with an appropriate scheme and giving you the details.

Please [click here](#) for further information on the Tenancy Deposit Scheme.



The Inventory

The inventory is a list of everything that is included in the property you are renting together with details on the condition the items and the property are in. This is an important document as it will be referred back to at the end of your tenancy and will be used to decide how much of your deposit is returned. You should therefore give it your full attention and check it thoroughly.

REPAIRS

As part of your tenancy you will be required to take reasonable care of the property and its contents.

Landlord Responsibilities include:

- Property's structure and exterior
- Heating and hot water
- Electrical wiring
- Gas appliances
- Boundary walls and fences

Tenant responsibilities include:

- Reporting repairs and allowing access for them to be carried out. You should report any repairs or maintenance issues as soon as you notice them. Not reporting minor repairs which become a major problem can affect the return of your deposit at the end of your tenancy so it's always better to inform your agent or landlord about things as they happen

- Looking after internal decorations and furnishings
- Keeping your home clean and tidy and disposing of rubbish
- Minor maintenance – changing light bulbs, bleeding radiators, pressurising the boiler, unblocking sinks and toilets, checking smoke detectors, defrosting fridge freezer
- Obtaining permission before decorating any part of the property
- Replacing lost keys and ensuring the property is secure when left unattended
- Garden maintenance (where relevant)

Please refer to your tenancy agreement for full information on Landlord and Tenant responsibilities.

General Maintenance & Servicing

Gas fired heating and hot water systems are checked once a year by specialist contractors. You will be given notice for any visits of this nature and they will be carried out by a Gas Safe Registered contractor. You should allow access to the property for these inspections as failure to do so would put you in breach of your Tenancy Agreement.

In the event that an appliance is found to be unsafe, the inspector has to disconnect it. This is the law and is done to protect you.

Routine Inspections

Routine inspections will be carried out during your tenancy to ensure the property is well cared for and to check if there are any maintenance or health and safety issues.

RENEWING YOUR TENANCY

If you are happy at your rented property and wish to stay on past the end of your initial fixed term you will need to ask permission to extend your tenancy. This is called a renewal.

Providing your landlord is happy with you and the condition of the property, you'll most likely be able to continue with your occupancy.

MOVING OUT

If you do not wish to continue with your tenancy, you will need to give your Landlord written notice of your intention to vacate (this notice cannot expire sooner than the expiry of the Tenancy Agreement). You should refer to your tenancy agreement for details of your notice period.

CHECK OUT AND DEPOSIT RETURN

A detailed inventory check will be carried out when you vacate the property.

As long as the condition of the property is the same as when you moved in (barring normal wear and tear), you'll have no problems.

We really want our tenants to receive their deposits back so we have devised an essential end of tenancy checklist and some top tips for you. Please [click here](#) to view our tips for check out.