



## TENANT'S FAQ

**Deposit:** (this will be advised at the start)

This money is held against the possibility of damage to the property or any of its contents. Damage is determined by the condition report for the property and the inventory that will be taken at the beginning and end of your tenancy. It is therefore very important to check that you agree with everything contained within these documents. We recommend you budget for six weeks' rent, because this is more normal these days.

**Rent in advance:** One month's rent.

At the same time as paying the security deposit, you will also need to pay a full calendar month's rent in advance.

### Payment methods

A personal cheque will need to be received 10 working days in advance of your move in date. Cheques should be made payable to Sarnia Estate Agents Ltd.

Alternatively the Security Deposit / Rent may be paid by Bank Transfer but funds must be in our account 5 days in advance of your move in date.

### What reference do I need to supply?

Before we can draw up the tenancy agreement we need to take references, including a full credit check. We will email / post you the relevant forms to complete but these need to be returned to us within 24 hours. The details you need to provide include:-

- Full name, date of birth and nationality
- Your address history for the past three years
- Proof of address such as bank statements or a utility bill (a mobile phone bill is not suitable)
- Occupation
- Bank account details from where your rent is to be paid each month we will request reference
- Contact details for someone to provide a character reference (usually employer)
- Details of previous landlord or managing agent
- Tenants from overseas need to provide as many details as possible

You will also need to show your passport. We will take a copy of this for our records.

We generally request three references and will write to your employer, your existing or previous landlord and your bank to request references on your behalf. On behalf of our clients and where the Tenant is not a corporate body, we request a credit reference on all applicant tenants by an independent credit check organisation.

Sometimes where references fail, it is possible to have a guarantor. A guarantor will underwrite the rent and be liable for the term of your contract should you not be able to make a payment each month.

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### What is the agent's role?

A letting agent's role is to help to find a property, to provide you with all the legal paperwork to agree a tenancy and to be there to answer questions along the way.

Traditionally a letting agent will act for the landlord. However, a property cannot be rented without a tenant, so Sarnia also offers free advice to their tenants while they are seeking a property, as well as during and at the end of the tenancy.

Letting agents can also act as managing agents. A landlord may instruct the agent to take on the responsibility for overseeing the wellbeing of his property and the tenants within. If anything goes wrong or is damaged, the tenant will contact the managing agent and not the landlord. The agent will handle all questions and queries and oversee any repairs or maintenance that may be required. Should Sarnia have been engaged on a let-only basis, then the landlord will be responsible for everything to do with the property once you have moved in.

### Am I liable for the payment of Owners/Refuse rates?

The tenant will always be responsible for the payment of occupiers rates. Also, when you move into a property you take over the responsibility for all the utility bills (which include gas, electricity and water). All phone and internet lines will also have to be in the tenant's name. You should always seek permission from your managing agents or landlord, for any new installations, especially if the structure of the building may be effected.

Please note that if you are in occupation of the property at date of issue (varies depending on Parish) you will be responsible for the Owners/Rates rates for the entire twelve month period whether or not you remain in occupation for the entire twelve month period.

We will arrange transfers of utility accounts however we cannot make any arrangements to connect a telephone and suggest you contact a supplier on the Island at your discretion.

### How long will my tenancy be?

Your usual let will be for 12 months. However shorter or longer lets can be agreed by negotiation. The longer the term of your rental agreement, the greater the feeling of security and stability and the higher the likelihood your rental payments are fixed as your landlord will be free from potential void periods between shorter tenancies.

### Lease Agreements

Subject to acceptable references we will issue you with a Lease Agreement, Inventory of Contents and Schedule of Condition, all of which will require your signature. Our Lease Agreements are written in clear plain English however if you have any specific questions on any of the terms then we will be happy to run through these with you.

An Inventory of Contents and Schedule of Condition is prepared for your property prior to letting and carried out as part of our service. You will be asked to carefully check the contents and sign the documents. Any discrepancies in the contents of the condition should be noted to us or marked on the copies.

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Any changes made will be subject to verification by your property manager. Once all of the agreements have been signed you will retain a copy for your records, the other copy will be passed to our client for their retention. On signing the lease the deposit and first month's rent will be payable. Once all of the above has occurred you will be passed a set of keys and your tenancy will commence.

### **What penalties will I incur should I break my lease agreement early?**

The primary liability is for rent until the end of the contract or its break clause point.

If the landlord agrees to re-market the property and once a new tenant is found, then your liability will be reduced to covering the landlords commission and any other expenses from when the property is re-let. Payments would be calculated on a pro-rata basis for the un-expired term of the contract.

Who is responsible for repairs within my rented property?

If anything goes wrong in your rented home, you should contact either your landlord or your managing agent if your landlord has instructed them to act on his behalf (something you will be aware of at the start of your tenancy). Any appliance that is on the inventory at the start of the tenancy is the responsibility of the landlord or his/her managing agent to repair or replace. Tenants are usually responsible for breakages, but the quicker the landlord or his/her agents are informed of the damage, the more likely it is that costs can be minimised.

### **If repairs are not carried out on the property, can I stop paying rent?**

You should never stop paying rent, because you would be in direct breach of your tenancy contract and you could be taken to court. In very general terms a landlord has a legal responsibility to repair the structure and exterior of the property, including drains, gutters and external pipes; to keep in working order the installations for the supply of gas, electricity and water; and for the installations for the provision of space and water heating. The landlord also has other legal responsibilities relating to the safety of such items as gas, electricity and furnishings as well as the general standard of the property for habitation.

### **Maintenance**

Your lease will set out the responsibilities for both the Landlord and Tenant in connection with any repairs, but you should always report the issue to us for clarification before proceeding. Where you proceed to appoint a contractor without informing us first regardless of whether the repair is the responsibility of the Landlord we cannot guarantee that the contractors invoice will be refunded to you by the Landlord.

We use a variety of contractors so in most situations we can respond quickly to problems reported to us and we are confident that our contractors can carry out most repairs in a time efficient and orderly fashion.

### **Periods of Absence**

Frost Damage if you are going away from the property for any length of time during your tenancy you must make provision for someone to check your property during your absence. Secondly you should ensure that the central heating pipes do not freeze and burst. In this instance we would suggest that you keep the heating on at a low level or where no heating exists you should burn the water off at the water mains stop cock.



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### What about insurance?

Landlords and tenants should take care to review any existing policies when renting or letting a property for the first time, as some standard insurance products will either not provide cover or might place restrictions on cover for the rented property and/or its contents.

It is the landlord's responsibility to insure the building and its contents, fixtures and fittings. The tenants are responsible for insuring any of their own possessions under a separate policy.

### What about an inventory / Schedule of Condition?

This is an absolutely essential document that provides a written benchmark, and should be amended, updated and recreated before the beginning of each new tenancy. A properly constructed inventory / Schedule of Condition detail's the fixtures and fittings and describes their state and that of the property generally.

### Pets

If the landlord has given permission for pets to be kept at a property, then this will be added to the lease. Please note a larger deposit may be asked for by the landlord.

### Rent payments

Your rent in cleared funds should reach our account on the anniversary of the commencement of the tenancy agreement. If your tenancy begins on the 15th of the month, then your rent will be due on the 15th of every month. Standing Orders are your instructions to your bank to pay Sarnia Estate Agents. Only one Standing Order is acceptable for payment of rent, we cannot accept split payments

### Checkout

This is when you vacate the property following end of tenancy agreement. The interior should be left in clean and good condition, fair wear and tear can be expected. All appliances should be empty and cleaned out and carpets should be professionally cleaned and a receipt obtained and provided to Sarnia Estate Agents as proof. Once Sarnia Estate Agents and the landlord are satisfied with the condition of the property, rent paid and all outstanding issues have been resolved your deposit will be returned.

### How will my payments cease at the end of my tenancy?

You should contact your bank directly to cancel your standing order once the last payment has left your account.



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### **What should I do with the keys at the end of my tenancy?**

If your property is managed by Sarnia, keys should be brought into our office or other arrangements made. Please ensure all sets are returned, a receipt is obtained and that this happens on or before the last day of your tenancy.

Please note that you could be liable for rent on a daily basis until the keys are returned.

### **When is my deposit returned to me?**

Once the check-out has been conducted, the property has been cleaned to a satisfactory standard and Sarnia has received instructions regarding the deposit from the landlord, the money will be returned to your account, less any agreed deductions.

This typically takes 10 working days and generally no more than 28 days.

