



A Tenant's Guide to Renting



About Myddelton & Major

Myddelton & Major is an independent firm of Chartered Surveyors established in 1903. The firm is actively led by the partners from our Salisbury and Southampton Offices.

The firm provides advice on Residential Sales, Lettings and Management across Wiltshire, Hampshire and Dorset. We also deal with all aspects of Commercial and Industrial property.

The Residential Lettings and Management department is run from our Salisbury Office with support from surveyors and accounts staff. Our lettings team keeps up to date with changing market conditions and has a policy of maintaining the professional standards of Chartered Surveyors and continuing education within the practice.

Myddelton & Major are specialists in the letting and management of good quality properties of all size, style and type whether they are located in Salisbury's Cathedral Close, the city centre or its suburbs, or in the villages and rural areas within approximately twenty miles of Salisbury.

Why Rent?

For many people, renting a property provides a very flexible way of living, especially for those who do not want the greater commitment of buying their own home, or who are not in a financial position that enables them to do so.

Whatever reason a potential tenant has for deciding to rent – whether it be moving out of the family home; moving to the Salisbury area for work; 'exploring' a new area before buying; or needing to find alternative accommodation during a refurbishment – it should be an exciting new stage in their life, and we at Myddelton & Major are here to help make the process as straightforward as possible.

Finding a Suitable Rental Property

Whatever your specifications, Myddelton & Major has an extensive range of properties to rent. We hope that the points below will help you to find your ideal home.

When to Look

A prospective tenant should be prepared to start a tenancy within a calendar month of viewing a property, as it is unlikely that a Landlord would hold a property for longer than this, even for a very suitable tenant. For this reason, we would recommend that you should start actively looking about 5-6 weeks before you need to move, and to ensure that you are able to act quickly when you see a suitable property. It is sometimes possible to apply to rent a property and start the tenancy just a few days later. Generally, however, it will be necessary to give at least one week's notice in order to get all the arrangements made in time. We will do our best to accommodate individual requirements on timing, where feasible.



Meet the Team

We have experienced, dedicated staff providing a personal, professional and efficient service.



Alastair Brain
Lettings Manager



Natalie Jones
Lettings Negotiator



Cathy Burrows
Accounts

Where to Look

Brochures

Particulars are produced for all properties, which include:

- full description of the accommodation (including room sizes)
- fixtures, fittings and appliances
- description of the location and surrounding area
- utility services
- council tax charges
- any restrictions the Landlord has applied
- Energy Performance Certificate graphs

Property particulars are available to all applicants on request and will be provided at the time of viewing.

Mailing

We maintain a mailing list of tenants actively looking for residential letting properties in the area. The property's brochure will be sent to all suitable applicants. Please let us know if you wish to be added to this database.

Websites

All our available properties are advertised on three websites;

www.myddeltonmajor.co.uk

www.rightmove.co.uk

www.primelocation.com

These websites will feature several internal and external photographs of each property, as well as a full description of the accommodation (including room sizes) and the property's Energy Performance Certificate. The full brochure for each property is also available to download.

Window Display

All our available properties are constantly displayed in our prominent High Street office window next to the main entrance to the Cathedral Close.

Newspapers / Magazines

We place a weekly advert in the Lettings section of the Salisbury Journal newspaper in which all our available properties are featured in full colour with large photographs and full descriptions.



Furnished or Unfurnished?

The majority of rental properties in the area are let unfurnished. An **unfurnished** property will generally include carpets, curtains and some white goods (i.e. fridge, cooker). This means that the tenant is required to provide all necessary/desirable furnishings.

In a **furnished** letting, the property would have an adequate provision of beds, sofas and other general furniture required needed to make a comfortable home.

If **fully-furnished**, basic crockery, cutlery, towels, bedding etc. may be included subject to negotiation.



Occupancy Styles & Possible Restrictions

Whether you plan to rent alone, with a partner/family or as a group of friends sharing, it is important that the property is suitable for your situation, occupancy arrangement and needs. It is advisable to check the suitability with the agent in advance of booking to view a property.

If more than one person rent a property together, each 'tenant' will be responsible for complying with the full Tenant's Obligations under the Agreement, both individually and together (a 'tenant' is anyone entitled to possession of the Premises under the Tenancy Agreement).

Landlords are entitled to place restrictions on who and how many people they would permit to occupy their property. Some properties are not suitable for young children or pets, and some landlords are reluctant to permit sharers, smokers or applicants reliant on benefits.

Viewing a Property

You will be accompanied on viewings by an experienced and permanent member of our staff, who will know the property first hand and be able to explain all aspects of the lettings process.



Applying to Rent a Property

References

All applicants must be over 18 years of age to rent a property through Myddelton & Major. Before we can accept an application to rent a property, we will need to obtain references on you and anyone who wishes to be a 'tenant' of that property with you. We employ 'Homelet', a professional national referencing company to do this on our behalf. Each tenant will be required to complete an application form, fully and accurately, which will be submitted to Homelet. They will check that each applicant is who they claim to be, that they make a good tenant (i.e. have no adverse credit history, are in permanent employment, have no county court judgments, have good references from previous landlords) and that they can afford the rent. If a prospective tenant is deemed to be unacceptable based on any of these key areas, their application to rent the property will be refused.

We also require a copy of a valid Photo Identification (e.g. Passport or Driving License) and proof of the current address for each applicant (e.g. bank statement or utility bill).



Costs

We charge a an Administration Fee of £125.00 plus VAT for the first applicant, and a further £75.00 plus VAT for each additional applicant, payment of which must be made when the application Form is submitted. If a Guarantor is required, a further fee of £50.00 plus VAT along with the completed Homelet Guarantor Application Form will be required. All these fees are non-refundable in the event of the application being deemed unacceptable.

Tenancy Agreements

Assured Shorthold Tenancies

As an individual tenant or joint tenants, terms of the tenancy will be a standard fixed term Assured Shorthold Tenancy (AST).

An AST commits both the Tenant and the Landlord to a fixed initial term, which is usually six months, but can be for a longer period if agreed by both parties. At the end of the initial term, if neither party has given prior notice to end the tenancy, it would automatically continue as a statutory periodic tenancy on a month by month basis on the same terms as the preceding fixed term until either side gives notice.



The Tenant must give one month's notice of their intention to end the tenancy. The Landlord is required to give at least two months notice to vacate the property.

Full details of a Tenant's responsibilities are described in the 'Agreement for an Assured Shorthold Tenancy' which you will need to sign prior to moving in. If you would like to look through the full terms of our standard AST agreement we are happy to provide a copy.

Company Tenancies

If you are a Company or an employee who has their accommodation provided by their employer, the tenancy will be a standard Company Tenancy (CT).

A CT is for a fixed term, usually twelve months, but can be for an alternative period if agreed by both parties. The tenancy will automatically end after the fixed term and can be renewed on the same terms for another fixed period.

Under a CT, the Tenant is the Company, and the occupant is the Licensee. Both must abide by the full terms of the agreement. Full details of a tenant's and a licensee's responsibilities are described in the 'Agreement for a Company Tenancy' which will need to be signed prior to moving in. If you would like to look through the full terms of our standard CT agreement we are happy to provide a copy.

Dilapidation Deposit

All tenants will be required to pay a Dilapidation Deposit to Myddelton & Major in advance of taking possession of the property. The level of the deposit is usually equivalent to one and a half months' rent.

Under the Housing Act 2004, all deposits must be held in an approved Tenancy Deposit Scheme, which consists of third party government regulated companies. We use the Deposit Protection Service (DPS) to hold the deposit for the duration of the tenancy. Further details can be found on their website www.depositprotection.com.



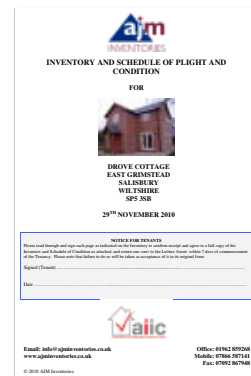
A Repayment ID number will be issued to the tenant by the DPS which will be required in order to release the deposit back to the tenant at the end of the tenancy, so this information needs to be kept safe and to hand.

At the end of the tenancy if there are no dilapidations to be repaired or costs to be recovered, the deposit will be returned to the tenant, minus the statutory Check-Out fee as detailed in the agreement.

In the event of there being a dispute over the entitlement of the deposit, it is to be understood that the dispute is between the Landlord and Tenant only. Any dispute is to be resolved in accordance with the DPS terms and conditions and the Alternative Dispute Resolution Service rules. Further information is available at www.depositprotection.com.

Inventory

A professional Inventory and Schedule of Condition will be prepared for the property in advance of the start of the tenancy. This will detail the full contents and condition of the property, both internally and externally (where appropriate). The up to date readings for all utility meters (and oil tank levels if applicable) will be included, as well as a list of all keys supplied to the tenants.



At the Check-In appointment, tenants will be required to sign two copies, one for their information and one to be retained by Myddelton & Major. Tenants are asked to check the Inventory carefully and report any discrepancies to us within seven days. At the end of the tenancy, the property must be returned in the same condition as it was received (allowing for fair wear and tear) as detailed in the Inventory (see Check-Out Appointment below).

Check-in Appointment

Once satisfactory references have been received, a convenient time will be arranged for the tenants to come to our office to sign three copies of the tenancy agreement, two copies of the inventory and all other relevant documents, to pay the first month's rent and dilapidation deposit, and to collect the keys to the property. Monies to cover the first month's rent and dilapidation deposit will need to have cleared into our bank account before we can release the keys. **Payment will be accepted in CLEARED FUNDS only**, therefore tenants can opt to pay by Bankers Draft, Building Society cheque or direct bank transfer to our clients' account. **N.B. personal cheques can only be accepted if presented to us at least 10 working days before the Check-In.**

Paying Your Rent

After the first month, rent is only payable by Standing Order. Tenants will either be required to complete a Standing Order Mandate Form as instructions to their bank to make all future rent payments, or to ensure that an on-line bank transfer is set up. Please note that the standing order or transfer must be set up to commence three working days before the rent due day. To comply with the tenancy agreement, the rent must be received in the landlord's or agent's bank account on the rent due day.

Utilities & Services

Accounts and bills for all the relevant utility services (gas, electricity, water, sewerage rates, council tax, heating oil and telephone charges) are the tenant's responsibility. The relevant utility meter readings will be taken by Myddelton & Major before the Check-In appointment, and noted on the Inventory.



On moving in to the property, tenants will be provided with a list of the relevant companies and their contact details. It is the tenants' responsibility to check the readings for themselves, and to inform all

the utility and service providers of their personal details, tenancy start date and meter readings. Tenants are permitted to change utility suppliers if desired, but must ensure that the service supply remains continuous and that the agent is informed of the new supplier's details at the end of the tenancy. Tenants must not authorise or arrange the installation of Pre-Payment Meters by utility companies.

At the end of the tenancy, tenants are required to finalise their accounts directly with the utility companies. If the property is subject to a Ground Rent or any Management



Charges, these are paid by the Landlord and are therefore inclusive in the rent.

Insurance

The landlord is responsible for insuring the building and his own contents, however, tenants are strongly advised to insure their own contents and personal items and to arrange additional cover for accidental damage (in order to protect their deposit).

We will provide information on Homelet's insurance policies, although tenants are free to choose appropriate cover provided by any reputable insurance company.

During the Tenancy

Managed or Non-Managed – What it Means to a Tenant

The majority of rental properties are Managed by the Letting Agent. In these cases, the Agent will be the tenant's main point of contact throughout the tenancy. Should there be any issues to be resolved, the tenant should contact the Agent at their earliest opportunity. Some Landlords prefer to look after their properties themselves. On these Non-Managed properties, tenants will be provided with the Landlord's contact details and once the tenancy has commenced any issues that arise should be discussed with the Landlord, including giving notice to end the tenancy.

Inspections of Managed Properties

Under the terms of the tenancy agreement, the property will be inspected on a regular basis, in order that the Landlord can be kept informed on the condition of the property. The first inspection will happen after the first 3 months, and then every 6 months throughout the full duration of the tenancy. Tenants will be notified in writing about the inspection well in advance of the appointment. If the proposed date and time is not convenient we will be happy to arrange an alternative time within the same week. It is not essential for tenants to be present at the inspection as we hold keys for the property, and are able to let ourselves in and carry out the inspection unaccompanied. However, if there is anything that the tenant wishes to discuss with us, the inspection is a useful opportunity to do so.

Looking After a Rented Property

It is important that tenants are able to feel at home and comfortable in their rented property throughout their tenancy. While it is the Landlord's responsibility to maintain the structure, installations, fixtures and fittings of the property, tenants are required to ensure that they take all reasonable steps to keep both the interior and exterior of the property and all the fixtures and fittings in the same decorative order and condition throughout the tenancy, as detailed in the Inventory and Schedule of Condition. This includes ensuring that the property is kept clean, relatively tidy and heated, any appliances and fittings are used appropriately and that any external areas are kept tidy (e.g. weed-free, lawns mown, hedges trimmed) as appropriate to the time of year. **N.B. This is a condition of the Tenancy Agreement.** If damage, dilapidation or maintenance problems are caused due to negligence on the part of the tenant, the tenant will be liable to compensate the landlord for the costs of rectifying the issue.

Maintenance / Problems

The landlord is responsible for the continued maintenance of the property's structure, installations, fixtures and fittings. Therefore, it is essential that the tenant immediately reports any problem or concern that arises to Myddelton & Major Lettings Department (or to the landlord, if non-managed).

We would ask that tenants do not delay in reporting any problems or carry out any repairs or maintenance without prior authorisation, or they will be liable to pay any costs incurred.

Ending the Tenancy



Giving Notice

Should the tenant decide to leave the property, for whatever reason, they must give the landlord (via the Agent) at least one month's written notice of their intention. Such notice must expire at the end of the monthly rental period, being the day before the rent is normally due.

The earliest point at which the tenant can give notice to end the tenancy is at the start of the final month of the initial fixed term, so that the notice expires at the end of this period.

If the landlord wishes to end the tenancy, under Section 21 of the Housing Act (1988) they must provide the tenant with a Notice Requiring Possession at least two months in advance.

Check Out Inspection

When your notice is received (or the Landlord's notice is served), we will confirm in writing the date that the tenancy will end. By this date all tenants will be required to have fully vacated the property (including removal of all items not included in the Inventory) and to return all the keys to the property.

In addition, it is a condition of the Tenancy Agreement that the property is returned in the same state of cleanliness, decorative order and garden maintenance that it was received (allowing for fair wear and tear), as detailed in the Inventory. Usually this will mean that the property will need to be cleaned to a professional standard throughout, including carpets being professionally steam-cleaned.

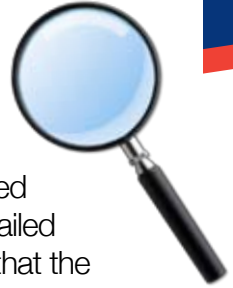
Once the tenancy has ended, Myddelton & Major will carry out a final Check Out inspection of the property before the Dilapidation Deposit can be returned. We will read all utility meters, ensure all fixtures and fittings are present and correct, and that the property is presented appropriately. If there are aspects of the property's condition or contents that require further work or replacement, the cost for these will be deducted from the deposit. The fee for this inspection and making the arrangements to return the deposit is **£75.00 plus VAT**, which will be deducted from the deposit.

Returning the Deposit

Following our Check Out inspection, and receipt of the tenant's forwarding address and bank account details, the deposit will be returned, subject to any agreed deductions, as soon as is reasonably practicable. To enable this process to happen promptly, tenants will need to provide the Deposit Protection Service Repayment ID Number that they will have been sent by the DPS at the start of the tenancy. No deduction will be made from the Deposit without the consent of both parties.

Can We Help Further?

This guide is intended to provide prospective tenants with a general overview of the practical aspects of renting a property through Myddelton & Major. Although we hope that this guide is fairly comprehensive, we would be delighted to be able to discuss any of the areas described above in more detail. If we can be of any further assistance please contact us.





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