



TENANT'S PACK

CONTENTS

- 1 AN INTRODUCTION TO RENTING A PROPERTY THROUGH MY PAD
- 2 LANGUAGE OF RENTALS
- 3 WHAT CAN GO WRONG?
- 4 FENG SHUI
- 5 TENANT'S GUIDE
- 6 USEFUL CONTACT NUMBERS

AN INTRODUCTION TO RENTING A PROPERTY THROUGH MY PAD

It is commonly known that moving home is the third most stressful experience you will have to face in life. Contracts, leases and inventories can be very confusing if you are not familiar with them. Now that you have agreed to rent a property through **MY PAD**, we hope that this information pack will provide you with a number of helpful hints and tips to make renting your home much easier.

This pack also provides you with different sections to keep together all the information relating to your let for example, your inventory, contracts and Landlord's information.

Should you have any queries relating to the property, please do not hesitate to call us between the hours of 9am-7pm Monday – Thursday, 9am-6pm on Fridays and 10am-4pm on Saturdays.

In the meantime we wish you good luck in your new home!

Lettings Team
MY PAD

THE LANGUAGE OF PROPERTY RENTAL

You may not be familiar with some of the legal and financial terms involved in the process of renting a property. Some of the key words and phrases are briefly explained below.

ABANDONMENT

When an occupier leaves a property without giving prior notice to the landlord or formally terminating the tenancy (abandonment is not a recognised legal term).

AFFIDAVIT

A written statement made on oath before a person with the authority to administer it.

ASSIGNMENT

Transfer of an interest in a property (e.g. tenancy) to another person.

BANKER'S DRAFT

This is a cash equivalent but safer for you to carry around. You can order it through your bank, for a small fee, in order to pay your initial rent and deposit.

BREAK-CLAUSE

Enables the Landlord, Tenant or both parties to terminate the contract early. The length of time is agreed at the start.

BUILDING SOCIETY CHEQUE

This is similar to a banker's draft but requires 5 days for clearance. A building society cheque incurs no charge.

COVENANTS

Terms contained or implied in a lease, which cast obligations on the landlord and tenant.

DAMAGES

Compensation recoverable through the courts by any person who has suffered loss, detriment, or injury, to his person, property or rights through the unlawful act, omission or negligence of another.

DEPOSIT

Sum of money requested by a landlord at the beginning of a tenancy as security against non-payment of rent, damage to property or removal of furniture.

FORFEITURE

A landlord terminating a tenancy because of a breach of the agreement. Can only be used if the lease allows for it, and the landlord follows a set procedure.

FREEHOLD

Full ownership of a property and the land on which it stands.

GROUNDS FOR POSSESSION

Statutory reasons for a landlord regaining possession of a property. Mandatory grounds only have to be proved for a Judge to grant repossession. With discretionary grounds, a Judge decides if it is reasonable to grant possession.

GUARANTOR

A person who agrees to guarantee the obligations, financial or otherwise of a third party (often a tenant with poor references or credit rating).

HEAD LEASE

A lease out of which lesser interests (called sub-leases) have been granted.

INDEMNIFY

To secure against future loss, damage or liability.

INSURANCE

The Landlord will generally insure the property and any contents provided in the property (especially for furnished accommodation). Tenants should take out independent insurance for their personal possessions.

INVENTORY

A comprehensive list of the contents and condition of the property, signed by the landlord and tenant as evidence of the condition of the property.

LEASE/TENANCY

A contract under which an owner of property (landlord or lessor) grants another person (the tenant or lessee exclusive possession of the property for an agreed period, usually, but not necessarily, in return for rent and sometimes for a capital sum known as a "premium".

LESSEE/TENANT

The person to whom the lease is granted.

LESSOR/LANDLORD

The person who grants the lease.

NOTICE TO QUIT

Notice required to be given by landlord to tenant or by tenant to landlord, before a tenancy can be terminated. The Protection from Eviction Act 1977 lays down statutory requirements for some Notices to Quit.

POSSESSION ORDER

A court order telling an occupier to leave a property by a certain date, with possession going back to the landlord or lender.

QUIET ENJOYMENT

Refers to undisturbed enjoyment of premises by the occupier of that property. Tenants can sue a landlord for breach of covenant for quiet enjoyment, e.g. in cases of harassment.

REFERENCES

Necessary to proceed with a deal. Written confirmation of the Tenant's financial circumstances, employment, previous tenancies and character.

RENT

Monies paid for use or occupation of property.

REPOSSESSION NOTICE (SECTION 21)

By law, the landlord must serve 2 months notice on the Tenant to end a contract.

SAFETY CHECKS

By law, the landlord must ensure all gas appliances are properly maintained and have a valid gas certificate and that all furniture and soft furnishings comply with current safety standards.

SECTION 48 NOTICE

A legal requirement for the landlord to provide their UK or Wales address to the tenant.

SERVICE CHARGE

Charge payable to landlord or Management Company by tenant or leaseholder in addition to rent, to cover costs of services, maintenance, insurance etc.

STANDING ORDER

A direct transfer of funds from one bank to another. Most landlords prefer to have their rent paid by standing order which avoids cheques or cash.

SUB-TENANT

Tenant who leases all, or part of, a property from an existing tenant.

SURRENDER

Voluntarily giving up a tenancy to a landlord, who accepts that surrender.

WHAT CAN GO WRONG?

Don't start packing your suitcases in preparation for moving just yet! Some lettings do fall through. Most of these are due to a change in personal circumstances on either the landlord's or the tenant's part.

To try and help you avoid some of these problems, listed below are the most common "hiccups" that can arise during the letting of a property and what action to take to deal with them. Pre-warned is pre-armed! If you know the pitfalls in advance you may be able to reduce the likelihood of them happening to you.

YOU GET GAZUMPED

We agents don't like gazumping as it always leaves a bad taste in someone's mouth. However, you should be aware that at least 50% of our landlords insist that when their property goes under offer we continue to market it until references have been obtained and contracts are signed. This does not necessarily mean that the landlord wants more money, but rather to ensure they do not have a property that is empty and earning no income.

There are certain things you can do to avoid being gazumped:

1. Ensure that you fax your references to us as soon as possible and post them to us also. You can call your bank and explain that you need a quick response to our request and you can chase up employers/ex-landlords etc. for your references.
2. Wherever possible we will arrange for you to meet the landlord, to build up a personal rapport. However, but this is not always possible, as a high percentage live abroad.
3. It is essential that we always have contact numbers for the tenant(s), particularly at the time of contract signing, so that unnecessary delays can be avoided.

BAD REFERENCES

This is a rare event, but a landlord can refuse, or we may advise them to refuse, a tenant if we think the tenant may be financially over-stretched, or if there is evidence that they may be troublesome.

Always be honest when providing details of previous and current employment. This will avoid future complications and embarrassment.

UTILITIES

It sounds very obvious but you wouldn't be the first to move in and have forgotten to get your telephone, gas and electricity supplies connected. Remember to transfer these into your name at the earliest possible opportunity to avoid extra stress on your moving day.

DELAY IN SIGNING OF CONTRACT

Once a tenancy agreement has been reached, the sequence of events is usually: payment of holding deposit, taking up of references, signing of contracts and payment of initial monies. A landlord will not generally sign a contract until they have seen all the references.

Therefore, as previously stated, the quicker the references are provided, the quicker the signing of contracts can take place.

DISAGREEMENT OVER DETAILS OF LETTING

Both landlord and tenant need to be clear, before the signing of contracts, exactly what terms have been discussed eg. dates, rental, household items and furniture to be provided by the landlord, repairs to be made etc. If all such details are confirmed in writing, there can be no confusion later on.

FENG SHUI TIPS

Feng Shui is the ancient Chinese art of harnessing the energy force of nature, called Chi – via placement, colour and design etc - to promote prosperity, harmony and vitality. Over the last five years Feng Shui practice has gained increased recognition in the Western World as awareness of its benefits has spread.

We hope the following list of easy tips will be of interest to you:

1. A solid door is better than a glass one and if it is external put plants near it to attract vital Chi. If the number to your apartment is a double digit fix the second digit on your door so that it is positioned slightly higher than the first one.
2. Mirrors are good to expand space but check that what they are reflecting is a positive image, you don't want to double something negative.
3. You do not want an entrance door at your bed head wall and avoid sleeping under a beam. If possible, place your bed against a solid wall.
4. Full spectrum lighting is best, such as halogens.
5. When making choices use your own intuition, not that of a friend. Your own gut instinct is normally right for 'you'. Have all the elements present in your design, FIRE, EARTH, METAL, WATER, WOOD:

Fire – red - lighting

Earth – terracotta – square shapes

Metal – metal furniture – curved shapes

Water – water falls – colours black and navy

Wood – wooden furniture – plants

These tips were provided by Rosalyn Dexter whose innovative book “Chinese Whispers” is available from Ebury Press, Random House.

INFORMATION FOR TENANTS

(This information does not imply a tenancy)

THIS BOOKLET IS SPLIT INTO FIVE SECTIONS

Please read carefully before you commence a tenancy.

1. Prior to Entry
2. Signing the Agreement
3. Moving In
4. During the Tenancy
5. Moving Out

1. PRIOR TO ENTRY

Now that you have chosen, hopefully, your new home, we at **MY PAD**, will be working as swiftly as possible to ensure that the preparation for the Tenancy is completed as smoothly and quickly as possible.

- a). Please give us every assistance in obtaining your references well before your proposed entry date as we will be unable to prepare contracts without them. The references required are a bank reference, work reference and a previous landlord/character reference and we will also require some form of identification eg. passport, driving licence etc.
- b). Please ensure that you arrange for your electricity, water rates, gas (where present) and telephone (if you require use of a telephone) supplies to be transferred into your name(s) at least two working days before you move in, as we will not accept liability if any supplies are not connected at the time you move in. Any transfer charges, deposits, reconnection fees etc. are your responsibility, so it is in your own interest to minimise these possible costs by acting now. We have included some useful telephone numbers and addresses to help you along in this booklet.
- c). Please ensure that you arrange to make your payment of the first months rent and your security deposit by bankers draft, pre-paid Building Society cheque when you sign the Tenancy Agreement, (drafts and pre-paid cheques are available from your bank/building society at a small cost). Please note that we must be in full cleared funds on the day you move in and it takes seven working days for a cheque to clear.

2. SIGNING THE AGREEMENT

The agreement that you will be signing will be an Assured Shorthold Tenancy Agreement for between six and twelve months, depending on what has been agreed. **MY PAD** use their own specially prepared version (unless the Landlord requests otherwise) which is designed as much as possible to be an even legal balance between Landlord and Tenants.

The Agreement is in three parts:-

1. Notice of an Assured Shorthold Tenancy -Notice - this informs you of the Landlord's address in the U.K..
2. Tenancy Agreement
3. Notice to terminate an Assured Shorthold Tenancy - Assured Shorthold Tenancy Requiring Possession - Housing Act 1988 (Section 21) (this will be sent to you two and a half to three months before the end of the tenancy)

The Agreement, details all the terms of the Tenancy itself and agrees them between Landlord and Tenant.

The Notice to terminate an Assured Shorthold Tenancy allows the Landlord to regain possession of the property upon termination of the tenancy.

Three copies are made, one for the Landlord, one for the Tenant and one for **MY PAD**.

PLEASE CONTACT US IF YOU NEED ANY FURTHER INFORMATION ON THE TERMS OF THE AGREEMENT OR WISH TO SEE A COPY IN ADVANCE.

3. MOVING IN

- a). An inventory will be prepared before you move, in which you will need to check and sign within seven days of moving in. This will detail all the furniture, fittings and fixtures and their condition. If you do not agree with anything in the inventory, you should amend it in pencil before you sign it.
- b). In some cases, we will be managing the property in which case any problems, queries and rental payments will be dealt with by our managing department, otherwise you will be dealing directly with the Landlord. You will have been informed when you signed your contract who to deal with.

4. DURING THE TENANCY

- a). Any post delivered to the property during the tenancy addressed to the Landlord should be passed on to the Landlord immediately. The address on the envelope should be crossed out and the re-directed address written clearly and put back in the post box. No further stamps are needed.
- b). Should any of the Landlord's possessions be damaged, broken or destroyed, they should be replaced with an identical article or the Landlord should be informed immediately. Any damaged or anything missing at the end of the Tenancy will be deducted from the Security Deposit.
- c). Inspections may be carried out on the property at regular intervals, providing you have been informed in advance.

- d). Everything in the property must be in full working order at all times. Any defects or faults should be reported to the Landlord as soon as possible, no matter how insignificant it may seem.
- e). If upon agreement with the Landlord there is a change of Tenant subject to satisfactory references being taken there will be a charge of £50 + VAT to prepare new Tenancy Agreements payable by the Tenants prior to the start date.

5. MOVING OUT

- a). During the last six weeks of the Tenancy, the Landlord or the Landlords Agent can view the property with prospective Tenants or Purchasers. Please ensure that the property is clean and tidy and readily accessible.
- b). Please ensure that you remove all your possessions from the property by the expiry of the Tenancy so that the inventory can be re-checked quickly.
- c). Your security deposit will be returned as quickly as possible, subject to the results of the inventory. Make sure that the Landlord has a forwarding address to send on your deposit and any outstanding mail.
- d). The property must be handed over in a clean and tidy condition with all the furniture in the same position as it was when you moved in. If the property needs any cleaning or alteration before the next person moves in, the cost will be deducted from the security deposit.
- e). All keys to the property must be returned to the Landlord or **MY PAD** by the expiry of the tenancy. If any keys are missing, the cost of new locks will be deducted from the security deposit.
- f). When you inform the utility companies (electricity, gas, water and telephone) of your moving out, please ask them not to cut off the supplies for a few days after you move out as the next occupier(s) will have to pay connection charges.

IF WE CAN HELP YOU FIND A NEW HOME, PLEASE CONTACT US AT LEAST FOUR WEEKS BEFORE YOU ARE DUE TO MOVE.

USEFUL CONTACT NUMBERS **FOR THE ISLINGTON AREA**

UTILITIES -

British Telecom:	150 (if you have an existing line)
British Telecom:	0800 800 150 (from a non-BT phone)
Cable TV:	020 7393 2828
Gas:	01703 824 100
Electric:	020 8298 9898
Islington Council:	020 7527 2000
Water Rates:	0645 200 888
Sky TV:	0990 102 030
Parking Permits:	020 7527 2561

LOCAL AMENITIES -

Hospital:	020 7387 9300
Florist:	0800 281 332
Doctors:	020 7226 9090
Cinemas:	0870 505 0007
Dentist:	020 7275 7116
Black Cab:	020 7272 0272
Police Station:	020 7704 1212
Mini Cab:	020 8883 3000
Hairdressers:	020 7354 2554
Gymnasium:	020 7704 9844
Physiotherapist:	020 7435 4910
Swimming Pool:	020 7704 2312
Chiropodist:	020 7588 8803
Vets:	020 7359 1888

PROFESSIONAL SERVICES -

Solicitor:	020 7631 0302	- Leigh Davis & Co
Financial Adviser:	020 7328 3280	- GFS
Managing Agents:	020 7472 5757	- Mandells

Disclaimer: MY PAD accept no liability for the services provided by the above companies.