

Entering into a rental agreement is a serious legal undertaking similar to taking on a mortgage, a hire purchase commitment or indeed signing a business contract. This should not, therefore, be entered into lightly and you may wish to obtain independent professional advice before doing so.

These notes will help guide you through the process of applying and taking possession of a rental property through Colin Dean. this procedure will differ slightly from estate agent to estate agent, but please be assured that everything we do, we do for a reason, be it to protect you from the landlord, or the landlord from you!

Reserving a property

When you find a property that you would like to move into you will be asked to pay the following Fees due by cash or credit/ debit card (fees will apply on card transactions), or direct into our bank account:

Reference Fee of £55.00 per person

We will engage the services of a referencing agency to contact your employer, current landlord and a personal referee, plus we will need proof of your addresses for the last 3 years and your employment for that last 2 years. We will require your national insurance number, bank details, vehicle registration number and details of your next of kin. Referencing can take up to a week so please try to avoid needing to move with 24 hrs notice! Our procedure for referencing a company tenant is slightly different. This may involve taking references from the company accountant, solicitor and bank, plus a reference from the company confirming the status of the person occupying the property.

Agreement / TDS Fee of £100.00 per tenancy

This covers the costs of preparing your part of the legal contracts, designed to protect the interests of both you and the landlord. If you have not yet seen a sample of this document please ask for one now! We will be delighted to explain anything you do not fully understand. Please remember that when you sign your tenancy agreement and move into the property you will be committed to the whole term of the agreement you have signed for, so do not sign it until you are sure you are happy to be committed by it. It is often advisable to get independent advice before entering into any legally binding contract.

Reservation Fee

A payment equivalent to 2 weeks rent will be payable and ultimately is credited towards the first months rent due when you move in. This payment on reservation demonstrates to the landlord you are fully committed to proceeding with the new tenancy and in response the landlord will remove the property from the market for you.

These Fees are NON-REFUNDABLE if you pull out of the proposed tenancy or if unsatisfactory reference responses are obtained. This pays for the abortive work we will have carried out in preparing for this tenancy and deters those who are not committed to a property, or who are not in a financial position to take on such a commitment.

Payment when you move into the property

On the day, or just before you move into the property you will have to pay the following monies to commence the tenancy. Please note that payments must be made in cash, by debit or credit charge (fees will apply on card transactions) or direct to our bank account.

The first months rent in advance

Thereafter the rent will usually be payable of this date each month, in advance. The Reservation Fee paid when you reserved the property will be credited towards this.

A full security deposit

The purpose of the security deposit is to provide the landlord security that you will return the property to him/her in good condition and that you will pay the rent due each month. The Deposit will be under under the rules of The Tenancy Deposit Scheme. Please see page 4 which explains what happens under this scheme and when it comes to returning your deposit at the end of the tenancy.

Tenants Contents Indemnity

it is a requirement of Colin Dean's clients that you have a suitable insurance policy to cover the value of possessions that you take into your property and also to have accidental damage cover to pay for any damage that you may cause to the landlord's possessions. from our experience this can help to avoid conflict between you and the landlord during and at the end of the tenancy. please see full details of the policy we can arrange for you, or you can source your own policy subject to our approval.

Before you Sign-up

Inventories

The landlord will pay for the preparation of a detail list of the contents of the property and a condition report stating exactly what the property is like when you move in. you will be given this inventory to check when you move in and you must do this promptly and carefully to ensure you are happy that the property is in the condition that is stated. you can add comments to the inventory if you want but these must be written on the inventory and then lodged with the agent WITHIN 7 DAYS of you moving in. if you do not, then your comments will not be accepted as genuine and true.

Check out

At the end of the tenancy you there will be a detailed check –out which **you must pay for**. This will be conducted by a professional inventory clerk who will prepare a detailed written report stating the differences between how the property was at commencement and the condition / contents at the end.

Alterations to the property

In most cases "what you see is what you get"!

Landlords present their properties in a variety of states of cleanliness and repair. If the property is in poor condition this will be reflected in the rental price and it is unlikely that he will entertain demands from a tenant that he brings his property to a more modern standard without wanting a significant increase in the rent.

Choose your property carefully and please don't move into a property and then set about trying to impose conditions about improving it. Indeed, even if you are prepared to do the work yourself, find out before you sign whether the landlord will allow you to change his property. Remember, he may like his 1950's wallpaper! Most landlords will allow you to put up pictures, mirrors etc... but not all, so please ask first and preferably wait until you have got permission in writing. "A verbal agreement is not worth the paper it is written on." If you do put up shelves, pictures etc the landlord will almost certainly insist that you fill in and paint over any holes you have made before you leave. So the golden rules are:

1. Make sure that you are happy with the property, as it is, before signing contracts.
2. Get agreement before you move in for any changes you want, whether they are to be done by you or by the landlord
3. Get it in writing!

Utilities

You will be liable to pay for gas, electricity, water rates and council tax. You will also be liable for any telephone charges (including any connection charge) and, satellite/cable subscription (unless specifically included). We will write to all service providers (except BT and / satellite/cable providers) to advise them of the date you moved in and, if appropriate, the meter readings. Please remember that if you have a television or intend to watch one provided by the landlord YOU must have your own T.V. licence.

Please note that the tenancy expressly forbids that you change the supplier of gas or electricity without the landlord's consent in writing. You will be charged admin costs if it is necessary to change services back if you do so without consent.

When you move out, we will notify the various authorities that you have left the property and provide them with your forwarding address for the forwarding of the final account.

Payment of the rent

Your rent will usually become due the same date of each month that you moved in i.e. if you moved in on 5th of a month, the 5th is likely to be your future rent due date. Please check with us about this as there are some of our landlord clients who like to receive their rent on a specified date.

Your rent will either be paid to us if we manage the property or else direct to the landlord. we will confirm which is to be the case. If there is to be more than one occupier in the property you must ensure that the rent is paid by a single monthly payment i.e. one standing order payment. your rent will be payable monthly in advance and must be paid in full, without any deductions by standing order and we will assist you in completing the appropriate form at the beginning of the tenancy.

Important Note: *If we are not managing the property and you are paying rent to your Landlord direct, and you know that the landlord is resident abroad, you must satisfy yourself that you will not be responsible for the payment of his/her UK tax liability. strange as this may sound, this is possible and you may wish to consult your professional advisor on this point.*

Landlord Managed Properties

If your landlord will be looking after the tenancy after you move in we will provide you with his contact details and him with yours. We will help you set up a standing order for the future payment of rent, and deal with the transfer of utilities into your name.

Our next contact with you will be towards the end of the fixed term of your tenancy to see whether you would like to extend the tenancy, if so we will liaise between you and the landlord to make all the necessary arrangements. Please note that a Renewal Fee for preparing the necessary legal paperwork will be payable by you if you decide to renew your Tenancy.

Colin Dean Residential Management

Your Property Manager

If we are managing your tenancy you will be notified when you sign the tenancy agreement and you will be contacted by your property manager within the first day or two of moving in. Your property manager will become your principal point of contact in the event of any query you may have during your tenancy. Our management department is based in our Harrow office and is open Monday to Friday 9am until 5pm. Outside of these hours there is an answering machine on which you are welcome to leave a message. Their telephone number is 0208 515 7929 or you can send a fax on 0208 515 7927. You can write to us at Bank House, or e-mail to enquiries@colindean.com. Everyone working at Colin Dean has their own personal e-mail address.

Bounced cheques / Dishonoured payments

If a cheque or direct credit issued by you in payment of rent or fees is dishonoured by your bank, we will require immediate repayment of the sum owed in cash or by credit / debit card (a fee will be payable on card transactions). A charge will be made to meet our administration expenses each time this payment fails to be honoured. Fees are payable to us in cash, and are intended to encourage tenants to pay all appropriate funds when they are due.

Property Visits

Your property manager will, every 4 months, visit the property to see how it is being cared for, and to report any problems that you are experiencing to the landlord. If convenient, we can show ourselves around if you can't get time off work. This will be a brief visit, taking around 20 minutes unless you compel us to stay for tea and biscuits. This is not a survey or inventory check, but more an opportunity to see that all is well.

When you leave the property

All good things come to an end. When you leave the property you will be responsible to leave it in the same condition, or better, as it was received. Before you leave you will have to repair or replace anything that has been broken, replace anything lost, clean the property and attend to the garden, if any.

People often forget to clean behind cupboards and appliances, clean lampshades, tidy sheds etc, so don't get caught out. Please remember that once you leave the property the landlord will assume that this is how you intend the property to be left. You have no automatic right to return to repair or clean. The landlord, however, has the right to rectify matters, which are deficient in the property, and charge for it!

Check out fee

You will be liable to pay for a checkout fee at the end of your tenancy. Please see the section on inventories for more details about the charge for this.

Tenancy Deposit Scheme

At no charge to you, and for your added protection all deposits are held by Colin Dean Residential under The Tenancy Deposit Scheme, which is administered by :

The Dispute Service Limited
PO Box 1255
Hemel Hempstead
Herts HP1 9GN
Tel: 01442 257290 Fax: 01442 253193
email: deposits@tds.gb.com

At the end of a tenancy covered by The Tenancy Deposit Scheme

Managed Tenancies

If we are managing your tenancy, a "check-out" will be conducted at the tenant's expense at the end of the tenancy, using the inventory which was prepared before the tenant moved in. The inventory clerk will then prepare a check out report detailing any discrepancies with the original inventory. Our property managers will then negotiate between you and the tenants regarding any deductions that may be necessary from the deposit.

Mon-Managed Tenancies

If we are not managing the tenancy, a check out will be conducted at the tenants expense, and a check out report will be sent to both you and the tenant. You will need to reach an agreement with the tenants as to what, if anything, should be deducted from the deposit to meet the cost of cleaning, repairs etc. We will require either a letter from both landlord or tenant, or a completed "deposit return form" signed by both parties before we can repay the deposit held.

If there is no dispute we will keep any amounts agreed as deductions where expenditure has been incurred on behalf of the landlord, or repay the whole or the balance of the deposit according to the conditions of the tenancy agreement with the landlord and the tenant. payment of the deposit will be made within 10 working days of receipt of written consent from both parties

If, after 10 working days following notification of a dispute to the agent and reasonable attempts have been made in that time to resolve any differences of opinion, there remains an unresolved dispute between the landlord and the tenant over the allocation of the deposit it will (subject to clause B5.3 below) be submitted to the ICE for adjudication. all parties agree to co-operate with any adjudication.

When the amount in dispute is over £5,000 the landlord and the tenant will agree by signing of the tenancy agreement to submit the dispute to formal arbitration through the engagement of an arbitrator appointed by the ICE although, with the written consent of both parties, the ICE may at his discretion accept the dispute for adjudication. The appointment of an arbitrator will incur an administration fee, to be fixed by the board of The Dispute Service Limited from time to time, shared equally between the landlord and the tenant. the liability for any subsequent costs will be dependent upon the award made by the arbitrator

The statutory rights of either the landlord or the tenant to take legal action against the other remain unaffected.

It is not compulsory for the parties to refer the dispute to the ICE for adjudication. The parties may, if either party chooses to do so, seek the decision of the court. However, this process may take longer and may incur further costs. Judges may, because it is a condition of the tenancy agreement signed by both parties, refer the dispute back to the ICE for adjudication. If the parties do agree that the dispute should be resolved by the ICE, they must accept the decision of the ICE as final and binding.

If there is a dispute we must remit to the Dispute Service Limited the full deposit, less any amounts already agreed by the parties and paid over to them. This must be done within 10 working days of being told that a dispute has been registered whether or not you or we want to contest it. Failure to do so will not delay the adjudication but The Dispute Service Limited will take appropriate action to recover the deposit and discipline us. We must co-operate with the ICE in the adjudication of the dispute and follow any recommendations concerning the method of the resolution of the dispute.

Tenants Contents Insurance

You might be surprised to know that your landlord cannot be responsible for insuring your possessions or that you could even be liable for any damage you cause to your landlord's goods.

Colin Dean Residential recommends Property Risks tenants insurance for its wide cover and competitive premiums, within a single policy for renting property. Unlike restrictive cover provided by a standard household policy, Property Risks tenants insurance offers enhanced protection including:

Standard Cover

- comprehensive cover for your own contents on a 'new for old' basis
- contents of the landlord where you are responsible for this under the tenancy agreement
- includes accidental damage cover for mirrors/glass, tv and audio equipment
- cover automatically extends to include the legal liability of your family as occupier of your home, as a tenant and as individuals
- emergency assistance cover provides you access to a 24/7, 365 days a year helpline after an unforeseen situation that makes your home unsafe. Their panel of approved contractors will visit the property and carry out temporary repairs
- cover for legal expenses up to £50,000 of costs relating to legal proceedings in respect of personal injury, consumer protection, residential, employment and tax matters
- 24/7, 365 days a year legal & emergency helpline
- ability to quote and buy online or over the telephone
- payment options include: credit card, debit card or spread the payments with direct debit

Optional cover available

- full accidental damage for your and your landlord's contents
- your personal possessions away from the home in the UK or worldwide
- pedal cycles
- money

Cost

Premiums are calculated according to your specific needs, starting from just £78.75 or £7.12 per month*

*premiums quoted are based on current rates and include insurance premium tax at 5%

Full details of Property Risks tenants insurance policy cover can be viewed online at www.propertyrisks.com or by contacting them directly on 0845 072 0292 stating you are a tenant of Colin Dean Residential.

Disclosure Statement

Colin Dean Residential whose registered address is Bank House, 350 Pinner Road, Harrow. HA1 4LB 0208 515 7929, is an introducer appointed representative of Property Risks. Property Risks is authorised and regulated by the Financial Services Authority.

Property Risks' scheme policies are underwritten by Brit Insurance. Property Risks is a trading style of Brand Risks Limited who are authorised and regulated by the financial services authority, registered number 436051. Not all products mentioned in this brochure are regulated by the financial services authority. Subject to acceptance by Property Risks and insurers and to meeting underwriting criteria. Terms and conditions apply. Telephone calls may be recorded.



Helping you look after the property

Who is responsible for maintenance?

Please refer to the tenancy agreement if you are in any doubt as to your liability for the up-keep of the landlord's property. As a general rule

"Do unto others as you would have done yourself".

now enshrined as a legal precedent, the late Lord Denning quoted:

"The Tenant must take proper care of the Property. He must, if he is going away for the winter, turn off the water and empty the boiler, he must clean the chimneys when necessary and also the windows; he must mend the electric light when it fuses; he must unstop the sink when it is blocked by his waste. In short, he must do little jobs around the place, which a reasonable tenant would do. In addition, he must not, of course, damage the house wilfully or negligently...but apart from such things, if the house falls into disrepair through fair wear and tear or lapse of time for any reason not caused by him, the tenant is not liable to repair it"

Lord Denning

This makes clear that in many respects you should look after the property as if it were your own. The landlord is, of course, liable to repair and maintain in the event of significant defect. Where we are managing the property we will be your first point of contact, otherwise you should contact your landlord. You should always refer any queries regarding maintenance and defects to the landlord or to us as agents, rather than having it repaired and expecting reimbursement. If we need to arrange for a contractor to visit to carry out a repair it is your responsibility under the tenancy agreement to be available during normal working hours to allow the contractor access.

In the event of an Emergency

Outside of normal working hours and during holiday periods if you are unable to contact us or the landlord, We do have a list of approved contractors whom we would suggest are used in the event of an emergency, rather than picking a contractor at random from yellow pages. A copy of this will be supplied to you when you move into a property through us.

Condensation – A Common Problem

Damp can cause mould on walls, furniture, clothes and window frames. It encourages the growth of mould and mites, and can increase the risk of respiratory illness. Some damp is caused by condensation which, during the autumn and winter months is the most common problem occurring in properties which we manage.

What is condensation?

When the moisture that is always present in the air becomes cold, tiny droplets of water will appear. This is most commonly seen on your breath on a cold day, or on the mirror misting over when you have a bath. Condensation occurs during cold weather, when wet or dry. It appears on cold surfaces and in places where there is little movement of air and can often be found in corners, on or near windows, behind wardrobes and cupboards, and often occurs on north facing walls.

What can you do?

It is possible to reduce or eliminate condensation. Some of the simple methods are:

1. wipe down windows and sills every morning
2. wring out clothes rather than drying them on radiators
3. use sponge strips and condensation channels (buy from DIY shops)

Treat the mould if it is already in the property and, if done properly, mould should not reappear. Wipe down the wall and window frames with diluted bleach or fungicidal wash. Dry clean mildewed clothes and shampoo carpets. Use a vacuum cleaner – do not try to brush mould away. After treatment one can redecorate using a quality fungicidal paint to help prevent mould, but, the best way to tackle condensation is to eliminate the dampness in the property.

Produce less moisture

When cooking – cover pans and do not allow kettles to boil endlessly

When washing – dry clothes outside if possible, or in the bathroom with the door closed and the window open. Ensure your tumble dryer vents externally (unless a self-condensing type)

Ventilate, ventilate & ventilate

To reduce moisture, increase the ventilation in the property. Keep a small window open whenever someone is in the room. Even people's breath creates moisture! Kitchens and bathrooms need much more ventilation when cooking, washing up, drying clothes and bathing. Open windows wider and close doors when these rooms are in use even if the room has an extractor fan. This will help stop moisture reaching other rooms, especially bedrooms that are often colder and more prone to condensation. Ventilate cupboards and wardrobes and avoid overfilling them. Position furniture, where possible, against internal walls rather than outside walls. Do not block permanent ventilators and do not go overboard with draught-proofing rooms that suffer from condensation. The draughts are a form of vital ventilation.

Turn up the heat

try to keep on a little background heat throughout the day, even if no one is in. this is particularly important in flats and bungalows where rooms are not heated from a warm lounge below. or keep a small heater in each room to take the chill off the room. a dehumidifier will help dry out damp rooms especially in new homes. they can also be useful to draw out moisture in damp warm rooms.

Please remember that condensation is not just a problem with the property it is at least equally caused by the use of the property and failure to ventilate adequately.

Moving on...

When it comes to moving on to your next property, please remember that we can probably still help you, whether you intend to rent again or buy your own property.

Independent Financial Advice

If you are considering buying a property now or in the future, our specialists Practical Mortgage Solutions can help with the arrangement of mortgage finance or plain old free impartial advice. As independent financial advisors, they have access to every mortgage lender and every insurance company in the UK

Practical Mortgage Solutions specialise in helping first time buyers get on the property ladder and have the most competitive, flexible deals in the market at their disposal. Please remember that initial advice is completely free and without obligation, so call us today and we can help you start on the road to owning your own home. 0208 424 9013 www.practicalmortgagesolutions.co.uk

The Association of Residential Letting Agents (ARLA)

ARLA was formed in 1981 as the professional regulatory body for letting agents with an aim to ensure that a framework of ethical standards and professionalism is maintained at a level far higher than the law demands. The skills of member firms and their staff are continually developed by seminars and training courses. Membership is only achieved after strict investigation and interview. ARLA members are expected to have a full understanding of the terms of the successive rent acts, housing acts and laws of contract.

We are proud to be a LICENCED ARLA FIRM, recognising our own professional standards and abilities. Through the ARLA Bonding Scheme, our clients and tenants money is safeguarded against the risk of us mis-appropriating your funds, and ARLA will thoroughly investigate any matter where our clients or tenants feel they have been unfairly or improperly treated. Our Managing Director, Dean Ayling, is a Trainer for ARLA and member of ARLA's Divisional Council.

ARLA can be contacted at:

Arbon House,
6 Tournament Court
Edgehill Drive
Warwick
CV34 6LG
01926 496800
www.arla.co.uk

Finally we hope that renting a property through Colin Dean will be a pleasant experience.

Please raise any queries or complaints with our letting/management staff, or feel free to write to our Managing Director, Dean Ayling.

A copy of our written complaints procedure is available on request.

Colin Dean Residential is the Trading name of the limited company
Colin Dean Residential Limited (Directors: Dean Ayling & Claire Ayling)