

Tenants Guide

Benham and Reeves provides a professional lettings service to Tenants. If you are looking to rent a property in London, our lettings team will ensure everything goes smoothly, from helping you find the perfect property to moving into your new home. And of course, you'll be reassured to know that you're in safe hands as we are an ARLA Propertymark (Association of Residential Letting Agents) registered lettings agency.

1 FINDING THE RIGHT PROPERTY

We can show you the best rental properties across London's prime residential areas, many of which are available exclusively through us. You can register with us by calling one of our lettings offices or alternatively, go to www.benhams.com to register for email alerts of new properties as soon as they become available.

2 TENANCY

Period of tenancy: the rental contract is usually between one and three years.

Types of tenancy: the Tenancy Agreement covers all the terms negotiated and agreed through Benham and Reeves on behalf of you and the Landlord. This also includes the statutory obligations of each party. Once drawn up, the contract is then signed by each party and exchanged.

Assured Shorthold Tenancy (AST): most tenancies are ASTs, where the rent is less than £100,000 a year or the Tenant is not a company.

Contractual Tenancy: if the rent is over £100,000 a year or if the Tenant is a company, a contractual tenancy will be used.

3 TENANCY AGREEMENT CHARGES

For ASTs signed on or after 1 June 2019 there are no costs to yourself for the preparing and executing of a Tenancy Agreement. For Contractual Tenancies please speak with our offices to discuss what charges apply to yourself.

4 HOLDING DEPOSIT

If you plan to rent one of our properties, we will ask you to pay a holding deposit. If the tenancy goes ahead, that money will be put towards the initial payment of rent. Your deposit will be held for not more than 15 calendar days unless expressly agreed by both parties that the amount can be held for a longer period of time.

If you subsequently withdraw, materially provide false or misleading information, fail your immigration check or fail to move in on the agreed date, your holding deposit will be forfeited. If the Landlord pulls out for any other reason than those stated above, we will return your holding deposit to you.

The purpose of the holding deposit is to:

- show you are willing to move into the property on an agreed date; and
- enable us to proceed with references; and
- enable us to take the property off our availability list.

5 IDENTIFICATION REQUIRED UNDER UK IMMIGRATION LEGISLATION

Under the Government's Right to Rent Legislation, we have a legal duty to identify every applicant and check they have a valid Visa enabling them to live in the UK. Every Tenant and occupier over 18 years of age must physically bring their original Passport and Visa into our office so we can take a copy. We cannot accept previously certified copies and we are legally-obliged to see and

verify the original documents. It is therefore vital that you provide these documents as soon as possible as we are unable to produce a tenancy agreement until we have seen the originals.

6 REFERENCES

We will need to obtain suitable references for all Tenants including bank, credit, employer and previous Landlord references. We may use a professional referencing agency to undertake this work on our behalf.

7 RENT

Rent is usually payable monthly or quarterly, in advance. After the first payment, you MUST make all future payments by Standing Order. You will need to set-up a Standing Order with your bank before moving in. Generally, the money will leave your bank account three days before the rental due date so that it reaches the Landlord's account on the due date.

8 SECURITY DEPOSIT

Before you can move into the property, you must provide a security deposit usually equivalent to no more than five or six weeks' rent subject to the terms of your Tenancy Agreement. This is held until the end of the tenancy against dilapidations. The sum is held without interest and cannot be offset against the last month's rent. The deposit is held in a designated client's deposit account and is registered in a government-backed tenancy deposit protection scheme within 30 days, in line with current Legislation. When the check-out has been completed, your utility accounts settled and we have received instructions from the Landlord, we will arrange for the money to be returned back to you, minus any agreed deductions. This usually takes around 10 working days.

9 MOVE-IN AND CHECK-OUT PROCEDURES

A full inventory will be prepared just before you move into your new home, recording the condition of the property together with the contents. Once completed, a copy is supplied to both you and the Landlord to check and then sign.

When you receive the inventory, it is important to check the document fully, this prevents disputes at the end of the tenancy. For an AST, the Landlord pays for both the inventory and check-in report at the start of the tenancy as well as the check-out report at the end of the tenancy.

10 KEYS

At the start of the tenancy you will be handed keys to the property, the number of sets given will be determined by the number of occupiers. If we are managing the property, we will also hold one set in our secure key system in case of emergencies.

11 COUNCIL TAX

Council tax is not included in your rent - please contact the Local Authority at the start of the tenancy to inform them that you will be living in the property.

If you are unsure who to contact, visit the below link to find your Local Authority: <https://www.gov.uk/find-local-council>

In some circumstances you may be eligible for a discount or exemption - these need to be applied for and do not get added onto your account automatically.

12 UTILITIES

The Tenant is responsible for paying all utility charges and telephone bills. You must transfer all gas, electricity, water and telephone accounts into your name at the start of the tenancy and provide meter readings to the relevant companies.

At the end of the tenancy, you must inform the relevant companies that you are leaving and provide meter readings.

Who supplies your water:

<https://www.water.org.uk/advice-for-customers/find-your-supplier/>

Who Supplies your Gas:

<https://www.findmysupplier.energy/webapp/index.html>

Who supplies your Electricity:

<https://www.ukpowernetworks.co.uk/internet/en/help-and-advice/who-is-my-supplier/>

13 TELEPHONE

If you would like to discuss arranging a telephone connection with BT, dial 150 to speak to British Telecom Customer Services (from the UK). If you are calling from overseas, dial your own international operator who will connect you to the UK's international operator on 153. Ask for British Telecom Customer Services.

14 TV LICENCE

A TV licence is a requirement if anyone on the premises watches, records, or streams TV programmes on any channel or TV service. As the tenant, you are responsible for paying the TV licence regardless of who owns the TV set. If you would like to learn more, visit: <https://www.tvlicensing.co.uk/>

15 INSURANCE

The Landlord is responsible for insuring the property (i.e. the building) and any of the Landlord's belongings but it is essential that you insure your own personal contents against risks such as fire, theft, flooding, storm damage and escape of water.

16 PROPERTY MANAGEMENT

If you rent a property that is also managed by us, you can rest assured that we have reliable contractors on hand. If there is an emergency out of office hours, you will be provided with our 24/7 out of hours number. If however you cannot find it, you can always call our main Management Department number where emergency contact information is provided on a recorded message. Our Management department is open Monday to Friday from 9.30 am to 5pm.

17 TENANT'S CHECKLIST

When you start a new tenancy, don't forget the following:

- Initial rental payment (NB - one calendar month is calculated as the rent per week x 52, divided by 12 months);
- Security deposit (usually 5 or 6 weeks' rent);
- Monies must be paid in cleared funds, preferably by direct bank transfer;
- Set-up a signed standing order with your Bank for further rent;
- Passport, drivers' licence and Visa (as applicable);
- Proof of address (required under UK money laundering legislation).

If you follow our guide, you can rest assured that all you need to do now is sit back and enjoy your new home, confident that Benham and Reeves is on hand to provide advice and support throughout your tenancy.

Don't forget, for complete peace of mind, we are members of ARLA Propertymark (the Association of Residential Letting Agents), The Property Ombudsman and the Tenancy Deposit Scheme. So you can be certain of our complete professionalism at all times.

18 LETTINGS JARGON BUSTER

ARLA Propertymark

The Association of Residential Letting Agents, a Government recognised membership scheme ensuring high standards of code and conduct from Letting Agents.

AST (Assured Shorthold Tenancy)

An Assured Shorthold Tenancy (AST) is the most common type of tenancy for residential lettings in England. It will outline in writing the terms of your agreement including the fixed term, the start date and set out the obligations between both parties.

Break Clause

This gives the Tenant - and sometimes the Landlord as well - the right to terminate the tenancy during the fixed period of the tenancy.

Contents Insurance

This can be purchased separately when renting and covers damage to the contents of your home from fire, flood, theft or other events causing loss or damage.

Extensions

After the fixed term of the rental contract nears its expiry, both parties may want to renew their agreement in order to continue the tenancy, this is known as an extension.

Non-Housing Act Tenancies

Also known as Contractual Tenancies, these are agreements created when an AST cannot be used; such as when the rent is over £100,000 per annum or where the named Tenant is a company.

Notice Period

Independent negotiated clauses, these set out the length of time that the Landlord and Tenant must give one another before ending their rental contract.

TDS - the Tenancy Deposit Scheme

This is the Government scheme which protects Tenants' deposits in ASTs.

Tenancy Agreement

This is the agreement between a Landlord and a Tenant under which he is entitled to occupy the Property.

The Property Ombudsman (TPO)

The TPO ensures that sellers, buyers, Landlords and Tenants get the highest level of customer care. It is a free, fair and independent mediation service.

Utilities

Electricity, gas, water, heating and cooling are all referred to as utility services and are, under most circumstances, to be paid for by the Tenant.

Benham & Reeves

London

Canary Wharf
City
Colindale
Dartmouth Park
Ealing
Fulham
Hammersmith
Hampstead

Highgate

Hyde Park
Kensington
Kew
Knightsbridge
Nine Elms
Shoreditch
Southall
Surrey Quays

Wapping

Wembley
White City
Woolwich
International
China
Hong Kong
India
Indonesia

Malaysia

Middle East
Pakistan
Qatar
Singapore
South Africa
Thailand
Turkey

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