

## Tenants Information

### **Payment of rent**

The first instalment of rent must be paid in clear funds when you sign the tenancy agreement. Thereafter, rent is payable by standing order (unless agreed otherwise) to arrive on the due date stated in the tenancy agreement. The full rent must be paid by a single standing order, we are unable to accept multiple standing orders.

### **Security Deposit (per tenancy. Rent under £50,000 per year)**

A deposit equivalent to 5 weeks rent must be paid in clear funds when you sign a tenancy agreement. If Theydons manage the property, this will then be registered with a deposit protection scheme on the landlord's behalf. If the property is not managed by Theydons then it is the landlords responsibility to register the deposit. Theydons excludes liability in relation to loss caused by the insolvency of a financial institution which holds deposits in its contracts with landlords and tenants.

All deposit deductions must be agreed in writing by both landlord and tenant upon the termination of the tenancy. The tenancy agreement entered into is between the landlord and the tenant, therefore, the tenant cannot hold Theydons liable for any deductions made from the deposit which may fall into dispute.

### **References & Identification**

We will take up references based on the details that you have provided us.

You are responsible for any charges levied by your bank in relation to obtaining a reference.

Before the tenancy can proceed you need to provide us with a photo ID in the form of a passport or an EU driving licence and proof of address i.e. Utility bill, bank statement etc.

### **During the Tenancy**

#### **Unpaid Rent**

Interest at 3% above the Bank of England Base Rate from Rent Due Date until paid in order to pursue non-payment of rent. This will not be levied until the rent is more than 14 days in arrears.

#### **Variation of Contract (Tenants Request)**

£50 (inc. VAT) per agreed variation. To cover the costs associated with taking landlord's instructions as well as the preparation and execution of new legal documents.

#### **Change of Sharer (Tenants Request)**

£50 (inc. VAT) per replacement tenant or any reasonable costs incurred if higher.

To cover the costs associated with taking landlord's instructions, new tenant referencing and Right-to-Rent checks, deposit registration as well as the preparation and execution of new legal documents.

# Theydons.

## **Lost Key(s) or other Security Device(s)**

Tenants are liable to the actual cost of replacing any lost key(s) or other security device(s). If the loss results in locks needing to be changed, the actual costs of a locksmith, new lock and replacement keys for the tenant, landlord any other persons requiring keys will be charged to the tenant. If extra costs are incurred there will be a charge of £15 per hour (inc. VAT) for the time taken replacing lost key(s) or other security device(s).

## **Property Inventory**

Theydons will be instructed by the landlord to make arrangement to carry out an inventory of the property. Unless agreed otherwise, the landlord will be responsible for this cost.

## **Management of the Property**

At the start of the tenancy we will advise you who is responsible for managing the property. This is not always Theydons. Where we are not managing the property we cannot authorise any repairs or maintenance or guarantee the speed at which repairs will be carried out. Where we are managing the property, we may obtain the landlords consent before proceeding with a repair.

Where we manage a property and hold keys, we can usually provide access to Theydons contractors (with your consent). However, where we do not hold keys or the contractor is not willing to collect keys, it is your responsibility to provide access.

## **Insurance**

It is your responsibility to insure your own belongings throughout the tenancy.

## **Utilities**

You will be responsible for the payment of gas, electricity, water, telephone accounts including council tax at the property during the tenancy. It is your responsibility to notify the relevant companies and local authority that you are moving into or out of the property. You must ensure that a valid television licence remains in place for the duration of the tenancy.

## **Anti-Money Laundering Regulations**

Theydons is subject to Money Laundering Regulations 2017.

## **VAT**

All charges levied by Theydons are subject to VAT at the prevailing rate of 20%

## **Subletting**

By entering into a tenancy agreement with Theydons you confirm that you will not (i) sublet the property; (ii) advertise the property on any print or media, including (but not limited to) internet based marketing websites or other social media including messaging website and apps (iii) take in paying guests or lodgers, without the prior consent of the landlord.



## **Tenant Protection**

Theydon Property Services trading as Theydons are members of The Property Ombudsman Scheme, and follow their Code of Practice for Residential Lettings & Management.

Theydon Property Services trading as Theydons is part of the Propertymark Client Protection scheme. Scheme Ref: C0009003

## **Complaints procedure**

We are committed to providing a professional service to all our clients and customers. When something goes wrong, we need you to tell us about it. This will help us to improve our standards. If you have a complaint, please put it in writing, including as much detail as possible. We will then respond in line with the timeframes set out below (if you feel we have not sought to address your complaints within eight weeks, you may be able to refer your complaint to the Property Ombudsman to consider without our final viewpoint on the matter).

### **What will happen next?**

We will send you a letter acknowledging receipt of your complaint within three working days of receiving it, enclosing a copy of this procedure.

We will then investigate your complaint. This will normally be dealt with by the office manager who will review your file and speak to the member of staff who dealt with you. A formal written outcome of our investigation will be sent to you within 15 working days of sending the acknowledgment letter.

If, at this stage, you are still not satisfied, you should contact us again and we will arrange for a separate review to take place by a senior member of staff.

We will write to you within 15 working days of receiving your request for a review, confirming our final viewpoint on the matter.

If you remain dissatisfied, you can contact the Property Ombudsman to request an independent review – The Property Ombudsman Ltd, Milford House, 43-55 Milford Street, Salisbury, Wiltshire, SP1 2BP – 01722 333 306 – [www.tpos.co.uk](http://www.tpos.co.uk)

Please note the following:

You will need to submit your complaint to the Property Ombudsman within 12 months of receiving our final viewpoint letter, including evidence to support your case. The Property Ombudsman requires that all complaints are addressed through this in-house complaints procedure, before submitted for an independent review.