

Taking you and
your property to
a new level...



Williams
PROPERTIES



Tenants Guide

Our guide for tenants

Finding a Property

To start looking for a Property you should allow three to four weeks to find a suitable Property, however we can arrange a Tenancy within a matter of days. You should first consider your requirements and priorities. The following should be considered:

- *The maximum rent you want to pay*
- *The type of Property you require*
- *The Term of the Tenancy*
- *Whether you require furnished or unfurnished accommodation*

It is important that you recognise that your ideal Property may not exist and that you should have to compromise on one or more of the above. If you remain

flexible, you are more likely to find a Property without undue delay.

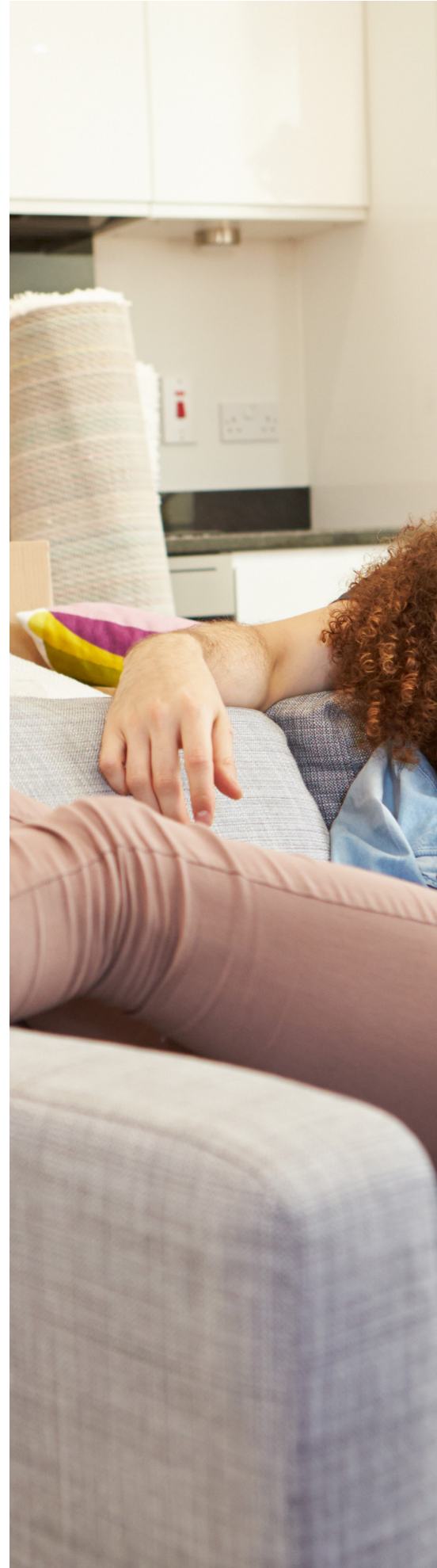
Viewing a Property

In the first instance you should contact our negotiators who will accompany you on the viewing. However, on occasions the Landlord may show you around the Property. When viewing the Property, you should ensure that you check what exactly is and is not included in the furnishing and fixtures. Once you have signed the Tenancy Agreement it may be too late to request additional items. The Landlord will not be under any legal obligation to provide them.

Any discussions or correspondence with the owner or our staff are expressly deemed to be subject to application, reference, and contract. An Occupier/Tenant cannot speak on behalf of the Landlord or Agent.

Application Process

When you have chosen the Property, you want to rent you must complete a Tenancy application form. This provides us with the details to submit to our clients for consideration. If we are instructed to proceed, we will need to take up references through our external Referencing Company.





The acceptance by the Landlord to proceed with the offer is subject to passing the references process, the contract being signed and payment of the initial monies.

During the tenancy

Tenancy Agreement

The Tenancy Agreement will specifically cater for the needs and circumstances of both the Tenant and the Landlord, whether the Tenancy is taken in the Tenants' or a Company name.

It is very important that you read your Tenancy Agreement carefully and in full, making sure you understand all the clauses in it. Anything you do not understand can be explained by our Negotiators, your Solicitor, or the Citizens Advice Bureau should you wish to take independent advice.

Signing of the Agreement

The Agent/Landlord signs two copies of the Agreement and the Tenant signs the same two copies of the Agreement. Once you and the Landlord, or his Agent, have signed and we have dated the Tenancy Agreements, you are legally bound to the Agreement. Your signature will be witnessed at the time of the signing.

You will be forwarded the Agreement signed by yourself and the Landlord as a record of your rights and obligations in relation to the Property. These will include the Agents reasonable costs for acting on behalf of the Landlord on any matter that arises out of the Tenants failure to precisely meet these obligations.

Inventory

Prior to the commencement of the tenancy an Inventory will be prepared



to provide a detailed schedule of the condition of the Premises. The Inventory is a very important document because it protects both Tenant and Landlord from disagreements about matters at the end of the Tenancy.

The cost for the preparation of the Inventory is borne by the Landlord. The Agent will sign the Inventory on behalf of the Landlord, and you will have five working days in which to check the condition of the property, verify the Inventory, sign the Inventory, and return to the office.



We strongly advise you to do this to protect your interests. You will be liable at the end of the Tenancy for any damage not shown on the Inventory.

Costs

Initial Payment

The first Rental payment plus the Deposit must be received in cleared funds prior to the date the Tenancy commences. If payment of the initial costs is to be made by personal or Company cheques, a period of ten working days prior to the commencement of the Tenancy is required to guarantee clearance of the cheque. Any cheque which has to be re-presented is subject to a charge of £50 plus VAT. Payment by bank transfer to us is preferable and is essential in instances where an Agreement has to be completed within a short period of time.

Deposit

A Deposit equivalent to five weeks rent is held by Williams Letting Agency for

the duration of the Tenancy to offset any costs required to remedy the failure of the Tenant to fulfil the Conditions of the Tenancy Agreement. The Deposit is held in line with the Tenancy Deposit Scheme (TDS) of which Williams Letting Agency are members. Please ask for details or visit the website www.tds.gb.com or call 0845 226 7837.

Overall Responsibilities

The obligation to repair and maintain the property belongs to the Landlord. However, you are expected to take reasonable care of the Property. This means that if you are going away for a period of time you should ensure that the Property is heated and secured, you should notify the Agent/Landlord, clean the chimneys when necessary, you should unblock the sink or other sanitary appliances when blocked, replace electrical fuses, and change electric light bulbs when necessary.

In short, the Tenant must do the little jobs around the Property that any reasonable

Tenant would do. In addition, the Tenant must not damage the Property wilfully or negligently and must ensure that family or guests do not cause any damage. If they do the Tenant will bear the cost.

The Tenants full responsibilities are set out in the Tenancy Agreement.

Payments

Rent Payments

After the initial Rental payments, the Rent must be paid by Standing Order. The appropriate form will be given to you upon signing the Agreement. To ensure that your Rent arrives on the correct day, it is important to date the Standing Order at least three days prior to the rental due date.

If Rental payments are more than 7 days late, they will attract interest at 4% above the Barclays Bank base rate.

Utilities

The Tenancy Agreement passes responsibility of the Utilities from the Landlord to the Tenant. We as Agents will notify the Gas, Electric and Water Companies to ensure continuity of service, along with the Council for the Council Tax. However, it is the responsibility of the Tenant to advise BT or phone Companies and TV Licensing that you have moved into the Property.

Insurance

The Landlord is responsible for providing Buildings Insurance, and Contents Insurance for their own belongings, but they are not responsible for your possessions. You are strongly advised to make arrangements to insure your own contents and valuables.

The Tenants may also be responsible for any injury or death at the Property caused by the Tenant, or the Tenants guests and Insurance should be taken out to cover this eventuality.

Property Management

You will be informed by letter when you move in whether we, the Landlord, or the Landlord's Representative will be managing the Property during the duration of the Tenancy. The person managing should be informed of any need for repair or maintenance.

If we as Agents are not managing the Property, we will not be able to assist with repairs or maintenance as we will not have the authority from the Landlord to carry out repairs. Please ensure you advise of any repairs as soon as you become aware of any issues. If you delay and the Property deteriorates you may be liable to pay compensation to the Landlord.

Periodic Visits

As Agents of the Landlord, we will want to ensure that the Property is kept in good order. For this reason, it will be necessary to conduct periodic visits under the Terms of the Tenancy Agreement. It is important that these visits are organised in advance so that you are put to the minimum inconvenience. You are legally entitled to a minimum of 24 hours written notice prior to any visit by us, the Landlord, or his other Representative.

We will write to inform you when we will be visiting. We hope that you will be present. However, if you are unable to attend, we will (with your consent) use our security key for access.

Renewal

At the end of your Tenancy you will be asked if you wish to exercise an option to renew the Agreement. If you decide you wish to proceed with the Renewal, we will draw up the appropriate Renewal



documents, provided the option is exercised within the time limits stated in your Agreement. Otherwise with the consent of the Landlord you may be given the opportunity to extend the Tenancy and we will then draw up the appropriate Renewal Agreement. A new credit check will be conducted, and an increased Deposit may be required to reflect any increase in Rent. Your Standing Order may need to be amended.

It is your responsibility to ensure that Standing Orders are amended to comply fully with the Rental Payments section. Your renewal is subject to credit check and contract.

Early Termination

If you wish to terminate a Fixed Term Tenancy earlier than the end date of the Agreement, and the Landlord agrees to an early release, the following terms will apply:

- i) The Tenant remains fully responsible under the Terms of the Tenancy Agreement until such time as the Property is re-let, or the end date passes whichever is the earlier.
- ii) If a new Tenant is found prior to the Tenancy end date the outgoing Tenant shall pay reasonable administration costs, plus the Landlord's costs for setting up the new Tenancy (See Index).
- iii) The Tenant cannot assign or underlet the property within the first three months of the Tenancy, and afterwards only with the written consent of the Landlord. The costs of a formal Document must be paid for by the Tenant.





Responsibilities when vacating the Property

At the end of the Term of your Tenancy you must ensure that all your obligations are met regarding the payment of rent. We will take final meter readings for the property and notify the Utility Companies.

In accordance with the terms of the Tenancy Agreement you must ensure that the Property is left in the same clean and tidy condition as at the start of the Tenancy. You must return all items to the original position as detailed in the Inventory, replace all broken/missing items to equivalent standards, return all keys including duplicates to us and arrange for the Post Office to redirect your mail. The garden must be left in a suitable condition for the time of year.

Failure to comply with these requirements may delay in the return of your Deposit and result in deductions being made from it, including our reasonable charges for undertaking tasks which are your responsibility. The Tenancy Agreement makes you liable to pay the Agents reasonable fees and disbursements for arranging the making good of any breach or non-compliance by you the Tenant.





Williams

PROPERTIES

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