

# A Tenant's Guide To Renting

## Permitted Payments, Right to Rent

### + Government How to rent Checklist



After contacting one of our branches we will search our databases to find you a suitable home. We hold keys on most of our rental properties and will always try and arrange a suitable appointment for you. Once you have decided on your home, we will aim to do all the paperwork as quickly as possible so that you can move in without delay.

#### A step-by-step guide to successful renting with Proctors:

- Visit our website or contact us to discuss your exact requirements.
- View our suitable properties, and their EPC (Energy Performance Certificates) rating.
- Select your ideal property and advise us of your intentions.
- Once an offer is agreed, Subject to Contract, supply us with the full names, address, mobile number and email for each prospective tenant over the age of 18.
- References. Each prospective tenant over the age of 18 will be referenced and will require an acceptable reference, the same for a guarantor (if required). Your contact information will be forwarded to an independent referencing company who will email a reference link to each tenant to complete.
- Supply us with proof of identification and current address for each tenant over 18 and, if necessary, guarantors, so that we can commence the referencing process.
- This guide incorporates a copy of the Government's How to Rent Checklist.
- After referencing checks have been successfully completed and the Landlord confirms he would like to proceed, we will draw up the Tenancy Agreement to be signed by all parties (the matter is still Subject to Contract)
- We will carry out Right To Rent Checks.
- Pay deposit of 5 weeks rent. The deposit will be transferred into one of the Government's Tenancy Deposit Schemes. If the Landlord is to hold the deposit you should ensure they do the same (we will assist you in this matter).
- Pay the first month's rent in advance and set up monthly payments.
- You must notify the local authority and utility companies of the date the tenancy starts, and take over the supply/ Council Tax.
- When the agreement is signed, dated and exchanged, you can move into your new home on the date agreed.



# A Tenant's Guide To Renting Fees, Charges & Services

## TENANT'S PERMITTED PAYMENTS

### **HOLDING DEPOSIT (PER TENANCY) — ONE WEEK'S RENT (Proctors are not taking holding deposits)**

This is to reserve a property. Please note this will be withheld if any relevant person (including any guarantor(s) withdraw from the tenancy, fail a Right-to-Rent check, provide materially significant false or misleading information, or fail to sign their tenancy agreement (and/or Deed of Guarantee) within 15 calendar days (or other Deadline for Agreement as mutually agreed in writing).

### **SECURITY DEPOSIT PER TENANCY (RENT UNDER £50,000 PER YEAR)**

Five weeks' rent. This covers damages or defaults on the part of the tenant during the tenancy.

### **SECURITY DEPOSIT PER TENANCY (RENT IN EXCESS OF £50,000 PER YEAR)**

Six weeks' rent. This covers damages or defaults on the part of the tenant during the tenancy.

### **UNPAID RENT**

Interest at 3% above the Bank of England Base Rate from Rent Due Date until paid. Please note this will not be levied until the rent is more than 14 days in arrears.

### **LOST KEY(S) OR OTHER SECURITY DEVICE(S)**

Tenants are liable for 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).

### **VARIATION OF CONTRACT (TENANT'S 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 (TENANT'S 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.

### **EARLY TERMINATION (TENANT'S REQUEST)**

Should the tenant wish to leave their contract early and the landlord agrees, they shall be liable for the landlord's costs in re-letting the property as well as all rent due under the tenancy until the start date of

the replacement tenancy. These costs will be no more than the maximum amount of rent outstanding on the tenancy.

### **GREEN DEAL**

To make payments towards Energy Efficiency improvement under a Green Deal charge (as set out in Section 1 of the Energy Act 2011) or any subsequent energy efficiency scheme is a Permitted Payment if the tenancy agreement requires the payment to be made.

### **OTHER PERMITTED PAYMENTS**

- Rent
- Utilities and council tax/TV licence
- Communication services, cable, satellite, installation and subscription
- Default fees
- Any other permitted payments, not included above, under the relevant legislation including contractual damages

### **ADDITIONAL SERVICES**

#### **Insurance**

The Landlord's insurance will NOT cover your possessions. You will need to arrange cover before you move in. You can purchase tenant contents insurance by visiting [rent4sure.com](http://rent4sure.com), or associated online comparison sites.

#### **Moving In**

When you move in an independent check in/inventory company representative will meet you at the property, check you in, hand over the keys, and agree the inventory report, if required by the landlord.

#### **Management**

If we are not managing the property we will provide you with contact details of the Landlord. If we are managing the property we are contactable 9am – 6pm Monday to Friday and 9am-5pm on Saturday. In the event of an emergency, do what is necessary, make safe, and contact us at the earliest opportunity.

### **TENANT PROTECTION**

Proctors are members of Propertymark and CMP Client Money Protection which are client money protection schemes, and are also members of The Property Ombudsman which is a redress scheme. You can find out more details on our website [www.proctors.london](http://www.proctors.london) or by contacting us direct.

### **REFERRAL FEES**

When employing Referencing Companies we receive rebates against their charges if Tenants or Landlords take out products with them. For further info visit our website [www.proctors.london](http://www.proctors.london)

propertymark

ClientMoney  
Protect

VAT rate 20% from 4th Jan 2011 (Updated Jan 2021)



# Right To Rent A Tenant's Guide

From 1 February 2016 the government introduced the “Right to Rent” scheme, which gives all landlords a legal duty to check that every tenant has the right to live in the UK. In order to do this, Proctors lettings team or your landlord will require proof of your nationality, and that you have the right to rent a property.

## WHO DOES THIS RULE AFFECT?

The same checks apply equally to all adults over 18 residing in the property - including UK citizens and people from elsewhere in the world.

## WHAT IS THIS INFORMATION USED FOR?

The information helps us to confirm your legal status. We will submit any documents for visual and data checks to confirm they are genuine, but rest assured your documents will not be used for other purposes. Under the law we are obliged to keep a copy of them for one year after your tenancy has ended.

## WHAT IF I CANNOT PROVIDE PROOF?

We will not be able to allow you to rent a property without proving your nationality. We can face a penalty if we do. If your documents are with the Home Office we can check with them.

## WHY DO YOU NEED TO SEE ME?

We need to see you and every adult over 18 resident in the property, face to face with your documents so that we can verify them, or let us have the ‘share code’.



## UK citizens

If you are a citizen of the UK and Colonies with the right of abode in the UK you automatically have the right to rent in the UK. We will still need to take copies of your documents proving your nationality.

## Nationals from outside the UK

In addition to confirming your nationality, we will need to check you have the right to stay in the UK. If you have a time limit we will need to make further checks in the future once that time period has ceased, or after 12 months, whichever is the longer period.

