



Tenant FAQ

As a tenant what payments do I need to make?

A. You are responsible for paying the deposit and generally the first month's rent; you will also be responsible for paying the monthly rent, gas, electricity, water and council tax charges, unless it is specifically stipulates otherwise in your tenancy agreement.

What type of tenancy agreement will I have?

A. Generally you are issued with an 'Assured Shorthold' tenancy agreement that has a minimum term of 6 months, but this can be varied. (See tenants page on site for full details).

I am not working at present will I be accepted for private rented?

A. It will depend on your individual circumstances, please contact a member of staff as you may qualify for full housing benefit to pay the rent.

Further Information

Rent

The payment of your rent will be detailed in your [tenancy agreement](#).

Moving in

Upon moving in we will contact utility providers to provide them with your details and up to date meter readings. We strongly advise that you do the same to ensure that they have the correct details.

Repairs

Contact McLean Property Services during office hours on 0115 929 4499 or via e-mail.

Should a tenant call out an UNAUTHORISED contractor to undertake repairs, it should be noted that this will be at the expense of the tenant, other than in an emergency, when all measures to safeguard a property must be taken.

Blocked sinks, pipes etc. replacing batteries in smoke alarms etc are the responsibility of the tenant. Although our tradesman will be happy to undertake such tasks, at the tenants own expense.

McLean Property Services

387 Aspley Lane, Aspley, Nottingham, NG8 5RR

Insurance

Tenants should take care to take out contents insurance policies when renting for the first time as some standard insurance products will either not provide cover, or might place restrictions on cover, for rented property and/or its contents.

Protection for tenants for when the unexpected happens

Protect your home contents and your deposit with tenants contents insurance cover designed especially for tenants.

Contact McLean Property Services for further information.

What is a tenancy agreement?

A tenancy agreement is a legally binding contract between a landlord and tenant that sets out both the legal and contractual responsibilities and obligations of the two parties. It should be written in plain and intelligible language and its terms and clauses should be fair and balanced, taking account of the respective positions of the parties and should not mislead about legal rights and responsibilities. Landlord and tenant should take care to individually negotiate any particular terms or conditions that are important to them or especially relevant to the particular let or property.

What kind of tenancy agreement will be used?

The most common form of tenancy agreement used will be an "Assured Shorthold" tenancy under the 1988 Housing Act (amended 1996). This type of tenancy offers the most flexibility to both landlord and tenant. This tenancy has straightforward notice procedures for bringing the tenancy to an end and a special Accelerated Possession court procedure should tenants fail to vacate.

If certain specific conditions are met relating to the proposed letting, a "contractual" non-housing act tenancy must be created. One example of this would be what is commonly referred to as a Company let where the tenant is a bonafide registered company; another would be where the annual rent equates to over £25,000.

Very rarely, a prospective tenant may be offered a full "Assured" tenancy that gives very significant and potentially long-term security of tenure to a tenant and, for which a landlord can only get possession in very limited circumstances.

Your tenancy is a legal document and it is important you keep a copy of it.

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Joint and Several

Mostly, where there is to be more than one (adult) person living in the property, the tenancy will state they are "jointly and severally" responsible. This expression means that, jointly the tenants are liable for the payment of all rents and all liabilities falling upon the tenants during the tenancy, as well as any breach of the Agreement. Individually each tenant is responsible for payment of all rent and all liabilities falling upon the tenant, as well as any breach of the Agreement until all payments have been made in full.

Furnished Properties

Generally, a property offered as "fully furnished" would come with all the main fixtures, furnishings and fittings, white goods etc. *The standard crockery, cutlery, glassware, pots and pans etc that a reasonable tenant would normally use on a day to day basis mainly only applies to student accommodation.* However each property is individual and you will be advised what is being offered prior to signing the tenancy agreement.

Unfurnished Properties

At the other end of the scale, an "unfurnished" property would normally be provided only with such basics as carpets, curtains and light fittings. It is the responsibility of you the tenants that you make sure that you clearly understand what main items are, or are not included before signing the tenancy agreement.

Break-Clause

This is a clause sometimes inserted in a fixed term tenancy, typically if the initial fixed term is for a year or more. A break clause will usually be worded in such a way as to allow either landlord or tenant to give two months written notice at any stage after a particular date or period of the tenancy, thus terminating the tenancy earlier than the end of the original fixed term.

What happens if either party (Landlord or Tenant) unexpectedly wants to end the tenancy early?

There are only limited ways in which this can happen; the landlord cannot make you move out, nor can you lawfully walk away from your obligations to fulfil the contract. Either party might request of the other that a formal "surrender" of the tenancy be allowed. It would be up to the parties to agree the terms and conditions of such a surrender. This might include some financial compensation for inconvenience or costs incurred.

Can the rent be put up?

In general terms, rent of an existing tenancy can only be increased once every twelve months. Where an assured shorthold tenancy holds over as a statutory periodic tenancy, a specific prescribed form (a section 13 notice) must be used to notify tenants of a proposed increase in the rent.

Rights of access to the property

A landlord, or his agent, or someone authorised to act on his behalf has a right to view the property to assess its conditions and to carry out necessary repairs or maintenance at reasonable times of the day.

The law says that a landlord or agent must give a tenant at least 24 hours notice in writing (except in an emergency) of such a visit. Naturally, if the tenant agrees, on specific or odd occasions to allow access without the 24 hours prior written notice, that is acceptable. (A clause in the tenancy agreement which tries to diminish or over-ride a tenant's rights in this respect would be void and unenforceable)

Repairs and Maintenance Issues

A landlord, in very general terms has a legal responsibility to repair the structure and exterior of the property, including drains, gutters and external pipes; to keep in working order the installations for the supply of gas, electricity and water; and, for the installations for the provision of space and water heating. The landlord also has other legal responsibilities relating to the safety of such items as gas, electricity and furnishings as well as the general standard or fitness of the property for habitation.

A tenant has an implied covenant to act in a "tenant-like manner". Broadly, this means to report disrepair promptly; to take reasonable steps to ensure that neither the tenant nor guests damage the property, its fixtures and fittings; to do the minor day to day things any home-occupier would normally do e.g. replace light bulbs, fit a new battery in a smoke or CO2 detector, tighten an odd screw which has come loose on a door handle etc.

It is also implied that the tenant would keep the property reasonably warm and aired to help prevent condensation or freezing of pipes; to leave the property secure when absent from it; to keep the garden and other areas reasonably tidy and free from rubbish.

Terminating a tenancy

The law around ending a tenancy is relatively straightforward as long as the right timescales and procedures are followed. The timescales, procedures and format will vary dependent upon the type, and the status of the tenancy at the time you wish to end the tenancy.

In general the tenant bears the cost of the preparation of the legal documentation.

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Other tenants responsibilities

You're responsible for the following bills: Council tax, water rates, gas, electric and telephone.

Looking after your rented property

You will need to pay for fixing or replacing any damage to the property while you are renting it, otherwise it comes out of your deposit. Therefore it is in your interest to return the property to the landlord at the end of the tenancy in the same condition as you received it at the start of the tenancy; allowing for fair wear and tear.

Remember, if you are away for whatever reason:

- You still need to pay rent on the right date
- You are responsible for the property's security
- Make sure the property is not damaged by the weather
- Let your insurer and your landlord know so that insurance arrangement can be made
- Give the landlord emergency contact details