

## **Tenants' Information**

Thank you for choosing Oakley to help you find a property to rent. We hope the following information will prove a useful guide over the next few weeks and will explain the standard procedures taken when renting a property through us.

### **Making an appointment to view**

All appointments must be arranged through our office; either by telephone, in person or by e-mail. All viewings must be accompanied by a member of our team to enable us to answer any questions that you may have. Please note that 24 hour's notice may be required to gain access to some properties.

### **Holding deposit**

Once you have decided on a property, and we have agreed a move in date the first thing we will need is a holding deposit of One Weeks Rent from you, which secures the property and enables us to take the property off the market, and cancel any other viewings we have booked in. This amount is then deducted from the first month's rent at the point of signing the contract and paying outstanding deposit and rent.

### **Referencing**

We will need to take up various references before you can move in, one of which is the government's service for "right to rent" checks. We will also ask you to complete an online referencing form that will be sent to our chosen reference company. They will take up an employer's reference and previous landlord's reference, as well as a credit check. This is a confidential procedure and no information we receive will be divulged without your permission.

If the results of the referencing are not satisfactory you will be given the opportunity to supply us with a guarantor or pay the full term of the contract in advance, whether that be 6 or 12 months. If for any reason you decide not to proceed with the tenancy, you fail the right to rent check, or you fail referencing due to false information being given to us on application, the Holding Deposit cannot be refunded.

### **Moving in**

Once the referencing is complete we will arrange a time for you to come to our office to sign the tenancy agreement and also provide you with the details to make a bank transfer to pay the remaining balance of rent, and a Damage Deposit equal to 5 weeks rent prior to moving in.

### **Tenant protection**

We are one of the few residential letting agencies in Sussex regulated under the rules of the National Association of Estate Agents [NAEA](#), The [Royal Institution of Chartered Surveyors](#), (including the [RICS Clients' Money Protection Scheme](#)\*), the [Property Ombudsman Redress Scheme for Letting Agents](#)\*\* , [ARLA](#) and the [Brighton & Hove Estate Agents Association](#). We are also members of the Tenants Deposit Protection Scheme [The DPS](#).

### Overview of tenants' costs:

|                     |   |
|---------------------|---|
| Holding Deposit:    | Equal to one week's rent  |
| First Month's Rent: | Agreed monthly rental figure or advance payment, minus the holding deposit received |
| Damage Deposit:     | Equal to five week's rent, or 6 weeks' rent for annual rental of £50,000 and above  |

For properties in England, the Tenant Fees Act 2019 means that in addition to the rent and above payments, lettings agents can charge tenants the following permitted payments:

- Payments to change a tenancy agreement at the tenant's request eg. change of sharer (capped at £50 or, if higher, any reasonable costs);
- Payments associated with early termination of a tenancy (to cover actual loss suffered by the landlord's loss or the agent's reasonably incurred costs);
- Where required, utilities (electricity, gas or other fuel, water, sewerage), communication services "telephone, internet, cable/satellite television), TV licence;
- Council tax (payable to the billing authority);
- Interest payments for the late payment of rent (up to 3% above Bank of England's annual percentage rate);
- Reasonable costs for replacement of lost keys or other security devices;
- Contractual damages in the event of the tenant's default of a tenancy agreement; and
- Any other permitted payments under the Tenant Fees Act 2019 and regulations applicable at the relevant time.

\*A Client Money Protection Scheme will reimburse a landlord or tenant should we as an agent go into administration or misuse your rent, deposit or other funds.

\*\* We are members of The Property Ombudsman Redress Scheme for lettings properties, which allows landlords and tenants to escalate a complaint they have against us. The main purpose of the redress scheme is to resolve or settle unresolved complaints from landlords and tenants who have suffered a loss as a result of our actions. It is an alternative to using the Courts and the complainant must have exhausted our internal complaints process before contacting the redress scheme.