



## The Guide for Tenants

Here is a guide to our standard requirements as your landlord's agent. Some of these will vary dependent upon our client's instructions, the size of the property and the agreed terms of the tenancy agreement you sign.

You will be required to complete an application form for each applicant. Please consult the application form in conjunction with this document, both of which outline the requirements of our firm and any third party organisation we make use of, such as referencing agencies etc.

Once the application form is submitted, a deadline for agreement confirmed and the holding deposit equivalent to 5 weeks rent paid across, a binding time limited contract between you and the Landlord has been created and the following terms will apply:

The information you provide should be given accurately, honestly and in as complete a form as required. If in any doubt, please ask a member of staff prior to completing it. We will not reserve a property should we have reasonable cause to doubt the suitability of any proposed Tenant or their ability to meet the criteria required to satisfactorily pass reference checks and/or the Landlord's specific requirements of a Tenant.

Should the information you provide later prove to be inaccurate, false, misleading or incomplete, we and the Landlord reserve the right to withdraw from the proposed agreement to let and retain the holding deposit paid to cover the abortive costs and time invested so far. We will advise you in writing of the reasons why within seven days of the Landlord's decision to withdraw from the agreement or within seven days of the deadline for agreement, whichever is sooner.

Should you fail to provide the complete information required by the date of the deadline for agreement, we and the Landlord will retain the holding deposit paid to cover the abortive costs and time invested so far. We will advise you in writing of the reasons why within seven days of the Landlord's decision to withdraw from the agreement or within seven days of the deadline for agreement, whichever is sooner.

Should you decide to withdraw from the proposed agreement to let, we and the Landlord will retain the holding deposit paid to cover the abortive costs and time invested so far.

Should the Landlord withdraw from the proposed agreement to let you will be refunded the full holding deposit within seven days.

An example Tenancy Agreement is available for inspection should it be required.

**Before you move in you will need to have paid us in cleared funds:**

- First month's rent in advance or rental in advance as agreed and detailed in the Tenancy Agreement.
- A deposit equivalent to five weeks rent calculated as the monthly rent multiplied by twelve divided by fifty two (rounded down) and multiplied by five.

## **SECTION A: APPLICATION**

### **TENANCY APPLICATION**

When the Tenant has chosen the Property they wish to rent, the Tenant must formally apply for the Tenancy by submitting a proposal to this office by way of a written application. We may need additional information to submit to our clients, the Landlord, for their consideration. If our clients, the Landlord, instruct us to proceed, we will need to take up references. When applying for a Tenancy the Tenant/s agree to be bound by the terms contained in this Guide to Tenants and the Application Form, which is subject to change without notice.

#### **Points to remember before you submit your offer to us:**

- Agents act for Landlords and their first responsibility is to the Landlord. The Landlord will expect us to offer the property in its best light and negotiate the highest rent the market is prepared to pay, consistent with the Landlord's own ongoing requirements.
- We will always answer questions asked in an honest and open manner, acting in good faith, in providing information we have been given by the Landlord.
- When viewing a property, please take care of yourself and others who accompany you by looking out for and avoiding hazards. These may include steps, slopes, beams or obstructions of various types.
- See below suggestions on web sites that will provide material information that you should consider before you make your offer.
- We cannot act for applicants who should take their own professional advice to ensure that the chosen property meets their individual requirements.
- We are not surveyors, and do not survey properties or offer any warranty as to whether the services or appliances work.
- Ensure you know what goods belong to any existing tenants as they will be removed on their vacation and ask if there are any items that would affect your decision in whether to offer on the property or not.

#### **To ensure your individual requirements are met we strongly recommend the following to all applicants:**

- It is expected that you will make yourself aware of all matters that are in the public domain. You should therefore make enquiries and searches, for example, of the numerous websites that provide information about properties, locations, services to properties as well as to locations, transport links, schooling and environmental issues that would include noise, planning, flooding, pollution and congestion.
- On the final page of this guide we list links to web pages which contain valuable information for tenants.
- It is important that the prospective Tenants and their advisors ask questions to ensure that they have all the information they need to make an informed decision as to the properties suitability for meeting their personal requirements.

Any discussions or correspondence with the Landlord or our staff; and any offer or acceptance of an offer by the Landlord are expressly deemed to be Subject to Application, Reference and Contract.

### **REFERENCES**

References are taken up on all prospective Tenants in order to satisfy Landlords that their Property is likely to be well looked after and that the Rent will be paid on time. These will include a credit check and, as appropriate, references from an employer, an accountant, a solicitor, and a previous Landlord. For company lets we will review the company's trading position.

If insufficient information has been obtained and the Landlord agreeable, it may be necessary to nominate a Guarantor who will act as security for the term of the Tenancy Agreement. The Guarantor must be a UK based and will be referenced in the same way as the proposed Tenant.

In some cases it may be appropriate to ask that all of the Rent for the term of the Tenancy is paid at the start of the agreement.

The Tenant's references will be forwarded to our client, the Landlord, if requested. If the references are acceptable to the Landlord then we will draw up the Tenancy Agreement.

The references are the property of the Landlord and will not be disclosed to the applicants under any circumstances.

If you require a Visa to be resident in the UK then a copy of this will be required in order for us to review any Visa conditions that may restrict you from adhering to the terms of the Tenancy Agreement you plan to enter into.

## **IDENTIFICATION**

We will require evidence of the Tenant's identity before proceeding to reserve the property and sign the Tenancy Agreement. It is necessary to provide one of each primary and secondary identification forms as detailed below. One of these documents must be a photo ID (Primary) and one must show the Tenant's address and be less than three months old (Secondary).

### **Primary**

- Full Valid Passport
- Valid HM Forces ID Card
- Driving Licence (with photo ID) ONLY ACCEPTABLE with a full original birth certificate

### **Secondary**

- Original utility bill or original council tax bill
- Original mortgage statement for the year just ended
- Firearm or shotgun certificate
- Original bank statement for a current account

All bills should be dated within the last three months.

## **IMMIGRATION (HOTEL RECORDS) ORDER 1972**

Because we live in security conscious times it is possible that this regulation may be used against Lettings Agents, Landlords or Tenants, in the event of an act of terrorism.

The regulation imposes a duty on any person who receives another person to stay in premises, to ascertain the full name and nationality of the persons staying (i.e. Tenants). If the Tenant is not a British Citizen we must establish their identity by means of a passport or other photographic document, and keep a record of this information. A non-British Citizen must also provide their destination address when they leave the property.

To protect our Landlord's interests we also require evidence that a non-British Citizen has the right to be in the United Kingdom for the term of the tenancy.

## **PERSONAL INFORMATION**

Any personal information provided by the Tenant to the Landlord or Landlord's Agent before, during the course of the tenancy or after the tenancy has ended may be made available to the whichever government approved scheme that may be chosen to protect the deposit via in the event of a dispute concerning the deposit upon which the scheme have been asked to adjudicate.

## **SECTION B: GUIDELINES FOR SHARED TENANCIES**

### **TENANT RESPONSIBILITIES**

When considering applying to take a Tenancy with other sharers it is important to understand the obligations the Tenant and their fellow occupants will be entering into. This guide highlights some of the issues that will need to be considered:

**The Tenancy Agreement will make each sharer jointly and individually responsible for all of the Tenants' conditions set out in the Tenancy Agreement.**

**A guarantor guaranteeing a sharer tenant will also be responsible for all of the tenants conditions set out in the tenancy agreement on a joint and several basis.**

**All parties to the Tenancy Agreement will have these responsibilities even if they leave the property before the end of the Tenancy term.**

**Rent must be paid under one banker's standing order unless otherwise agreed. Any Rent not paid is the responsibility of all sharers.**

**At the end of the Tenancy the Inventory will be checked and all of the Tenants will be responsible for any dilapidations even if they as individuals did not cause the dilapidations.**

**Only when all Rent for the full term and any properly agreed compensation for any dilapidations has been accounted for will any of the deposit monies held be disbursed. Any repayment will be made in a single BACS payment to a nominated account. All parties will be required to confirm their authority prior to the payment being made.**

**The Tenant must supply information about the relationships between each occupant to enable the Landlord to assess whether the Tenancy being created will result in a House in Multiple Occupation (HMO)**

### **SECTION C: TENANT RESPONSIBILITIES**

In 1954, Lord Denning ruled that there is an obligation on every residential Tenant to treat the Property in a "Tenant-like manner". This means that the Tenant must take proper care of the Property; must, if going away for the winter, turn off all the taps and arrange for the tank to be drained; must clean chimneys when necessary; must unstop the sink when it is blocked; must mend electrical fuses and change electric light bulbs when necessary.

In short, the Tenant must do the 'little jobs' about the Property that the reasonable Tenant would do. In addition, the Tenant must not damage the Property wilfully or negligently and must see that family or guests do not damage it. If they do the Tenant must bear the cost.

The Tenant's full responsibilities are set out in the Tenancy Agreement.

### **FURTHER INFORMATION**

If Tenants have concerns about health and safety in the Property they are renting they should initially contact the Landlord's Managing Agent.

## **SECTION D: DOCUMENTS**

### **DECLARATION**

As Agent for the owner we require the Tenant to provide us with the information requested in the Reference Form and any other information relevant to the Tenancy so that we have a clear and complete understanding of the offer, circumstances and associated matters. We will confirm any agreed terms back to the Prospective Tenant in writing. This will enable our client to consider the Tenant's offer in its entirety and make an informed decision as to the acceptability of the offer and circumstances. All reference verifications will be made available to the client.

### **PETS**

The Tenancy Agreement has a clause that prohibits the keeping of any pets at the property, be it in the property or, if there are any, in the properties grounds and out buildings. This includes all pets, including dogs, cats, reptiles, birds, small rodents etc, but does not include fish kept in a bowl less than 25 Litres. If this prohibition is to be lifted or qualified in any way it will require our client landlords consent in writing and the agreement reached documented in the Special Terms of the Tenancy Agreement . It is therefore very important that you declare as soon as possible and no later than the submission of the Property Application form if you seek such consent to keep a pet at the property.

Landlords who give such consent often impose conditions reflective of their additional exposure.

### **LEGIONNAIRES' DISEASE**

Legionellosis is the collective name given to the pneumonia-like illness caused by legionella bacteria. This includes the most serious Legionnaires ' disease, as well as the similar but less serious conditions of Pontiac fever and Lochgoilhead fever. Legionnaires' disease is a potentially fatal form of pneumonia and everyone is susceptible to infection. However, some people are at higher risk, including:

- People over 45 years of age;
- Smokers and heavy drinkers;
- People suffering from chronic respiratory or kidney disease; and
- Anyone with an impaired immune system.

If, on applying for a tenancy, you know that you (or any applicants) suffer from any two of the above, you must inform us on your application.

### **TENANCY AGREEMENTS**

It is important that the Tenant reads their Tenancy Agreement carefully and ensures they understand all the clauses in it. Anything the Tenant does not understand can be explained by us or, should the Tenant wish to take independent advice, a Solicitor.

### **SIGNING THE TENANCY AGREEMENT**

As Agents for the Landlord, we sign two copies of the Tenancy Agreement and all Tenants do likewise. Each page needs to be initialled and dated in the appropriate place by all persons named as Tenants.

A Guarantor will be required to sign a Letter of Guarantee to accompany the Tenancy Agreement prior to commencement of the Agreement.

To ensure that the Tenancy Agreement is legally enforceable, all dates on the Tenancy Agreement must be no later than the Start Date of the Tenancy.

The Tenancy Agreement refers to a schedule of documents including, as appropriate, mortgage, insurers and head lease requirements for occupancy. In the case of renewals, if these have been attached to the previous Tenancy Agreement, additional copies will not be sent unless the Tenant's Landlord has advised us of any changes, or if they are provided for the first time.

The signed documents by the Tenant must then be returned to us, before the start date, to enable us to execute the Tenancy Agreement. Only when we have 'exchanged' or dated the Tenancy Agreement does a binding contract exist between the Tenant and the Landlord.

When the Tenancy Agreements have been 'exchanged' we will send a signed and dated copy of the Agreement to the Tenant.

Matthew Nicholas Estate Agents (MNEA) is not and cannot be a party to the Tenancy Agreement which is a contract between the Tenant and the Landlord. It must be understood that MNEA has no responsibility for either party meeting their obligations to the other party.

### **INVENTORY**

Before the Tenancy starts, an Inventory & Schedule of Condition will be prepared to provide a detailed schedule of the contents and their condition and the condition of the premises. This document is a very important document because it protects both Tenant and Landlord from disagreements about these matters at the end of the Tenancy (See Section H).

The costs for the preparation of the Inventory & Schedule of Condition are borne by the Landlord. The Tenant will be given a copy of the Inventory & Schedule of Condition to check thoroughly at the commencement of the Tenancy. Any amendments should be marked on it and returned to the Agent within the specified period of time after the document is received.

The Tenancy Agreement makes the Tenant responsible for the payment of gas, electricity, telephone and water charges. It is important that the Tenant registers with each of the local utility companies directly in order to ensure continuity of service, and billing in the Tenants name. MNEA will inform each of utility providers and local authority of the change in occupancy, but the ultimate responsibility lies with the Tenant.

The Television Licence, any burglar alarm, cable/satellite TV charges and any local parking permits are also the Tenants responsibility.

### **COUNCIL TAX**

The Tenant is liable for paying Council Tax whilst a Tenancy Agreement in their name exists for the property so it is important that Tenants register with the Local Authority at the earliest opportunity.

### **INSURANCE**

The Landlord is responsible for providing buildings insurance, and contents insurance for his own belongings, but he is not responsible for the Tenant's possessions. Tenants are strongly advised to make arrangements to insure their own contents and valuables.

The Tenant is also responsible for any injury or death at the property caused by the Tenant or the Tenant's guests' fault, Tenants are strongly advised to take out insurance to cover this.

### **SUBLETTING**

For the avoidance of doubt, Tenants may NOT under any circumstance sublet a property they rent through the MNEA. This is expressly prohibited within the Tenancy Agreement. This includes holiday swaps, letting whilst on holiday, and letting whilst working away. Indeed, allowing anyone other than a named occupant or an occasional guest to stay at the property is a serious breach of the Tenancy Agreement, which could result in the Tenancy being terminated by a Court of Law.

### **SECTION E: PROPERTY MANAGEMENT**

The Tenant will be informed by letter when they move in whether we, the Landlord, or the Landlord's other representative will be managing the Property during the Tenancy.

### **PERIODIC VISITS**

If we are managing the Property, we will wish to ensure that it is being kept in good order. For this reason it will be necessary to arrange periodic inspections under the terms of the Tenancy Agreement. It is important that these visits are organised in advance in order that Tenants are put to the minimum inconvenience.

We will write to inform Tenants when we will be visiting. We hope that the Tenant will be present during the visit. However, if Tenants are unable to attend, we will use our security key.

As part of our reporting process to Landlords, Tenants should be aware we may take photographs of the property.

## **GAS AND ELECTRIC SAFETY INSPECTIONS**

During the Tenancy it may be necessary for us to arrange Gas and/or Electrical Safety inspections. If Tenants occupy a Property with British Gas or similar type of cover on the Gas boiler, the Tenant or a representative will be required be present at the Property for inspections, or servicing/repair to facilitate access. Many such companies will not collect keys to visit a property. Appointments are generally arranged for a.m. or p.m. on a weekday with no fixed time. MNEA are unable to attend these appointments on the Tenants behalf. If MNEA are requested to attend these appointments our charge will be £50 inc VAT per hour.

## **EMERGENCY COVER**

We offer an out of hours emergency phone line for issues that may infringe the safety of the occupier of the property or may damage the property. Details of which are held on the main answerphone. This line is strictly for emergencies only.

Whilst we hold keys for every managed property we regret that we are not an emergency key holding service and as such are under no obligation to enable entry if a Tenant is locked out of the property for any reason. If we are able to assist, we will make a charge reflective our costs in doing so. Payment for which must be made at the point of key exchange at our offices by cash or debit card.

## **SECTION F: RENEWAL OF A TENANCY**

### **NOTICE**

Any Notice will only be deemed to have been served by the Tenant if sent by registered post to Matthew Nicholas, 27-29 Newton Road, Wollaston, Northamptonshire. NN29 7QN. If Notice is served by the Tenant via e-mail it will only be deemed to have been served if the Tenant receives confirmation of the receipt of the said Notice whether by post or by e-mail.

### **OFFER OF A RENEWAL TENANCY**

We will have corresponded with the Landlord to ask for instructions as to whether they are willing to agree to the granting of a new tenancy agreement from the expiry of the current term. If the Tenant and the Landlord both wish for a new Tenancy Agreement to be granted we will act on the Landlords behalf and seek to agree the terms subject to contract and prepare the new Tenancy Agreement and associated documents.

### **CREDIT CHECK AT RENEWAL**

Before we draw up any documents a new credit check may be required if rent payment frequencies and amounts or deposit terms are, in our opinion, to change significantly, and/or there have been significant changes in the circumstances of the Tenants or occupiers.

### **COSTS**

The acceptance of a renewal invitation is not deemed as complete if written confirmation from the Tenant is not received. If we have to re-issue documentation because the first draft contains mistakes which were the result of the Tenant providing inaccurate information, or failing to check the data supplied, or changing their requirements we will charge the Tenant at a sum reflective of our costs to reproduce the appropriate documents.

## **SECTION G: TERMINATIONS**

### **NATURAL END OF A TENANCY**

During the last two months of the period of the Tenancy the Tenancy Agreement allows for access by the Landlord and/or the Landlord's Agent, to show the Property to prospective new Tenants or Buyers.

### **EARLY TERMINATION (MANAGED PROPERTIES) TENANT RESPONSIBILITIES**

When considering applying for an early termination of a Tenancy, Tenants should bear in mind the obligations they have. This section highlights some of the issues that will need to be considered by Tenants.

The Tenancy Agreement makes the Tenant responsible for all of the Tenant's conditions set out in the Agreement until the Tenancy is formally brought to an end.

Unless the Tenancy Agreement contains a break clause there is not an obligation upon the Landlord to agree to the Tenancy ending earlier than the end date in the Tenancy Agreement.

- Where a Landlord requires a replacement Tenant to be secured to enable early termination to take place, only when a replacement Tenant has been found, who meets the requirements of the Landlord, can a surrender of the existing agreement take place. Only when the surrender has taken place will the Tenant's obligations under the Tenancy Agreement end.
- Only with the Landlord's written agreement can we be instructed to seek a replacement Tenant.
- We will also require written confirmation of agreement to the terms of any early termination by the exiting Tenant.
- The Landlord may choose to negotiate to ensure his reasonable costs are recovered from the existing Tenant when agreeing to an early termination of Tenancy.
- All negotiations regarding the early termination of a Tenancy and associated Landlord costs and related negotiations with the prospective replacement Tenants must be handled by us.
- The consideration of an application from a replacement Tenant will be handled like any other Tenancy application, with the usual full referencing.
- All applications received will be presented to the Landlord, whose formal instructions to proceed will be required to enable a replacement Tenancy to be created and the existing Tenancy to be surrendered.
- The Tenant will be required to vacate the Property a minimum seven working days before the start of the replacement Tenancy to allow for pre-Tenancy checks and a new Inventory & Schedule of Condition to be prepared. The Tenant will be responsible for all utilities, council tax and rent due as per the Tenancy Agreement until the start date of the new replacement Tenancy.
- The standard vacation arrangements will apply as per The Guide To Tenants

#### **TENANT SUBSTITUTION/TENANCY AMENDMENT**

Any change to a Tenancy Agreement once it has commenced is subject to Landlord consent and a charge reflective of our reasonable costs, per amendment. Any Tenant substitution or swap may be subject to the satisfactory referencing of the incoming Tenant at a Landlord's request for which a Landlord may choose to request their reasonable cost incurred in doing so are covered by the Tenant.

It is important to understand that an inventory check out cannot be conducted unless all Tenants vacate the Property including the removal of all personal belongings. Therefore in signing any amended Tenancy Agreement where any party continues to occupy the property the new Tenant agrees to accept the Property in accordance with the Inventory & Schedule of Condition which was agreed at the beginning of the initial Tenancy. All remaining Tenants must abide by the agreed Check In Report at the start of the Tenancy regardless of whether they have been in occupancy from the initial Tenancy start date or not.

## **SECTION H: VACATION AT END OF TENANCY AND DEPOSIT DISBURSAL**

### **INVENTORY CHECKOUT**

All keys must be handed in to MNEA's offices in person on either the closing day of the tenancy prior to office closure, or in the case of Tenancies that terminate on a Saturday, Sunday or Bank Holiday, 9.30am the following working day.

The original inventory and schedule of condition will form the basis for our checkout. Providing there is no damage and no unreasonable wear and tear in the property, the deposit will be returned in full by either BACS or cheque in accordance with the terms of the Tenancy Agreement.

Should there be any areas of concern or anything amiss, MNEA will liaise with both landlord and Tenant to agree a settlement, suitable deduction or (if appropriate) method of repair/replacement. Such assessment will take into account fair wear and tear along with reasonable life expectancy and betterment.

Checkout Guidance Notes will be provided in advance of the Tenancy end date to assist Tenants in preparing the property for handover.

Deposit disbursement will be carried out in accordance with our standard procedures. See Deposit Guidelines.

## **RESPONSIBILITIES WHEN VACATING THE PROPERTY**

Failure to comply with the requirements of the Tenancy Agreement when vacating could seriously delay the return of the deposit and result in deductions being made from it. The Tenancy Agreement makes Tenants liable to pay the Agent's reasonable fees and disbursements for arranging the making good of any breach or non-compliance by the Tenant.

At the end of a tenancy it is important to cancel the standing order for payments of rent. This is the responsibility of the Tenant. Where payments are received from ex Tenants after the Tenancy has ended, they have vacated and there are no outstanding monies due, a reasonable administration charge will be made to cover the costs of administering a refund. This charge will be taken directly from any refunds due.

## **DEPOSIT GUIDELINES**

### **DEPOSIT**

A deposit equivalent to five weeks rent is held 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.

If we the Agent, MNEA are instructed by the Landlord to hold the Deposit, the Agent shall do so under the terms of the My Deposits protection scheme where the Tenancy is an Assured Shorthold Tenancy. The interest upon the Deposit is retained by the Landlord's Agent.

### **DEPOSIT DISPERSAL PROCEDURE FOR PROPERTIES MANAGED BY MNEA**

- a) We will liaise with the Landlord once the Check-out has been conducted to agree and document any requirements for proposed deductions from the Deposit. We will then communicate with both the Landlord and Tenant with (if required) a copy of the Checkout report and the suggested deductions for the Tenant to respond to in writing. If dilapidations have been costed these may be included within this letter or may be sent subsequently when available.
- b) The Landlord's/Tenant's comments, when received, will be communicated to the other party.
- c) When the Tenant's comments on any Landlord's comments are received and if there are no issues, MNEA arrange for the distribution of the deposit in line with the proposals agreed to, but only when written agreement is received from both parties will the deposit release take place. If there are differences between the Landlord's and Tenant's comments, we will liaise with both requesting further discussion.
- e) If, when the respective comments are received the Landlord and Tenant are still not in agreement MNEA may acting as Stakeholder make a professional judgement and propose a settlement based on the known facts. This proposal will be sent to Landlord and Tenant and if they agree to the professional judgement, the deposit will be dispersed accordingly. If the parties do not agree, to the settlement the matter can be referred to My Deposits for adjudication by either party if the Tenancy is an AST or via the courts.

### **MONIES PROPERLY OWED TO MNEA**

Any monies properly owed to MNEA by the Landlord will be deducted from the deposit amount due to the Landlord. The Tenant agrees that any monies properly owed to MNEA (and/or any unpaid costs to third parties incurred on the Tenant's behalf by the Landlord or Agent) by the Tenant will be deducted from the deposit amount due to the Tenant and/or deposit monies being paid to the Landlord.

### **TENANT'S FORWARDING ADDRESSES**

Failure by all Tenants to provide forwarding addresses and email addresses may delay if not prevent the return of deposit monies.

### **THE TENANCY DEPOSIT PROTECTION (Assured Shorthold Tenancies Only)**

Matthew Nicholas Estate Agents Ltd is a member of the My Deposits protection scheme, which is administered by:

**My Deposits** - Ground Floor, Kingmaker House, Station Road, New Barnet, Hertfordshire, EN5 1NZ.

**Phone 0333 321 9401**

[www.mydeposits.co.uk](http://www.mydeposits.co.uk)

Please consult the office for further information on Tenancy Agreements and procedures relating to deposits held for Non-ASTs.

We take tenancy deposits as Stakeholder. At the end of the Tenancy, these Deposits will be distributed in accordance with our standard procedures as documented in this guide and the Tenancy Agreement and where the Tenancy is an Assured Shorthold Tenancy, the requirements of the My Deposits protection scheme.

At the end of the Tenancy, MNEA will conduct a Check-out and a Check-out Report will be produced. When there is no dispute or a dispute has been settled between parties MNEA will keep any amounts agreed as deductions where expenditure has been incurred on behalf of the Landlord, or arrange the repayment of the whole or the balance of the Deposit according to the conditions of the Tenancy Agreement with the Landlord and the Tenant.

If there is no dispute, MNEA will arrange for any amounts agreed to be deducted, or repay the whole or the balance of the Deposit according to the conditions of the Tenancy Agreement with the Landlord and Tenant.

Payment of the deposit will be made within 10 working days of consent from both parties and receipt of closing bills as detailed in the Tenancy Agreement.

At the end of the Tenancy covered by the My Deposits protection scheme where there is a dispute: If, after 10 days of requesting the deposit be returned and reasonable attempts have been made in that time to resolve any differences of opinion, there remains an unresolved dispute between the Landlord and the Tenant over the allocation of the Deposit, it can be submitted by either the Landlord or Tenant to the Alternative Dispute Resolution Service (ADR) at My Deposits for adjudication. All parties must agree to the submission for adjudication for it to go ahead.

Any of the parties can instigate a dispute by following the guidelines as set out by My Deposits on their website or in the Information for Tenants sent with the bonding certificate after the Tenancy commencement. The statutory rights of either the Landlord or the Tenant(s) to take legal action against the other party remain unaffected.

It is not compulsory for the parties to refer the dispute to the ADR for adjudication. The parties may, if either party chooses to do so seek the decision of the Court. However, this process may take longer and may incur further costs. If the parties do agree that the dispute should be resolved by the ADR, they must accept the decision of the ADR as final and binding.

If there is a dispute MNEA must remit to My Deposits the full deposit (if not already held in their custodial scheme – details of which would have been provided to the Tenant at the outset of the Tenancy), less any amounts already agreed by the parties and paid over to them. This must be done within 10 working days of being told by My Deposits that a dispute has been registered. The monies will then be distributed in accordance with My Deposits ADR procedures once adjudication has taken place, or held until agreement is reached or legal proceedings concluded.

#### **STATUTORY INSTRUMENT 2007 NO. 797**

The Housing (Tenancy Deposits) (Prescribed Information) Order 2007 can be found at:  
<http://www.opsi.gov.uk/si/si2007/20070797.htm>

#### **SECTION I: ENERGY PERFORMANCE CERTIFICATES (EPC'S)**

Legislation has introduced an obligation on persons letting certain types of residential property to provide an EPC to the Tenant of the property prior to the exchange of contracts for the rental of the property.

If, in our opinion, the property requires an EPC we will provide Tenants with this no later than exchange of contracts or at the Tenants request once it has been provided to us by the Landlord or his EPC provider unless we have been specifically instructed not to do so by the Landlord.

## LEGISLATION

This term includes any legislation relating to EPC's including without limitation the Housing Act 2004, Home Information Packs (No 2) Regulations 2007, Home Information Packs (No 2) Redress Regulations 2007 all as amended from time to time.

## EPC OWNERSHIP

Ownership of the EPC does not pass to the Tenant(s) at any time. It remains the property of the Landlord.

## SECTION J: TAXATION OF NON-RESIDENT LANDLORDS

Non-resident landlords are persons:

- who have rental income, and
- whose 'usual place of abode' is outside the UK
- This includes anyone who leaves the UK for more than 6 months even though their local tax office may continue to treat them as a resident in the UK following their departure.

Members of HM Armed Forces and other Crown Servants including Diplomats are treated no differently from any other non-resident landlord. So if they receive UK rental income and have a usual place of abode outside the UK the NRL Scheme applies to them.

When rent is paid to the Landlord via MNEA we use all reasonable measures to ensure all tax matters relating to the landlord are dealt with correctly. If the Tenant pays the rent directly to an Overseas Landlord (as defined above) and the Landlord does not pay the correct tax to HMRC it is possible that HMRC will issue a tax demand to the tenant.

This problem is avoided if the Landlord has an Approval Notice issued by HMRC for rents to be paid without deduction.

## SECTION K: DEFINITIONS

**“Deposit”** The Deposit is a sum of money paid by the Tenant and held against any damages, or dilapidations to the property caused by the Tenant, or for rent arrears or other breaches of the Tenancy Agreement by the Tenant. The Tenant will pay a deposit at the commencement of the initial term. We will hold the deposit as stakeholders pending the satisfactory termination of the Tenancy.

**“Guarantor”** A Guarantor is someone who guarantees all the obligations of another person. A Tenant's Guarantor, is liable for all the Tenant's obligations under the Tenancy Agreement.

**“Offer”** An offer is the price and attendant conditions made by a prospective Tenant who wants to rent a property.

**“Stakeholder”** The term stakeholder, in law is a third party who temporarily holds money while its owner is still being determined.

## SECTION L: GUIDES FOR TENANTS

We recommend that all prospective tenants review the information on the web sites below.

### Guides on Renting

<https://www.gov.uk/private-renting><https://www.citizensadvice.org.uk/housing/renting-a-home/><https://www.gov.uk/private-renting-tenancy-agreements>  
<https://www.gov.uk/government/publications/how-to-rent>

### Tenancy Deposit Protection

<https://www.gov.uk/tenancy-deposit-protection>  
<https://www.mydeposits.co.uk/>

We trust that this information will be of assistance to you. If you have any questions, please do not hesitate to contact your local branch.