



DALES & PEAKS

ESTATE AGENTS

A TENANTS GUIDE



A tenant's guide The current property market has made renting property an increasingly important part of the way we live our lives. Almost everyone will have been a tenant in a rented property at some point in their life and in areas where house prices have outstripped wages significantly then renting is often the best option to live where you want to live.

Property for rent doesn't simply appeal to tenants who may be waiting or hoping to get onto the property ladder, but also offers flexibility for those downsizing or moving into a new area.

Dales & Peaks Estate Agents will make it easy for you to rent a property. We will guide you through the process from start to finish, whilst being completely transparent with any costs involved. Our team are all familiar with the properties available for rent and will be able to help with any questions you may have.

You can get in touch with us during normal office hours at:

Dales and Peaks Property Limited, Old Brick Works Lane, Chesterfield, Derbyshire, S41 7JD

T: 01246 567 540

E: info@dalesandpeaks.co.uk

W: dalesandpeaks.co.uk

For emergencies outside office hours please contact us on: 07912 660035

As your trusted tenancy experts we can offer you:

- **Flexible viewings:** arranged to suit you.
- **Staff knowledge:** we know our properties inside out for your peace of mind.
- **Local knowledge:** providing useful advice on schools, transport, leisure and living.
- **Deposit protection:** your deposit is placed in the Government backed Deposit Protection Service, where it remains safe and protected.
- **Completion:** we endeavour to move you in as soon as possible once your application is accepted.

Dales and Peaks Property Limited are regulated and licensed by The Association of Residential Letting Agents (ARLA). We provide Client Money Protection (CMP) through ARLA. We are also members of The National Approved Lettings Scheme (NALS). This gives both landlords and tenants peace of mind that correct and compliant procedures are always followed in line with the high standards imposed by both bodies. As members of The Property Ombudsman Scheme (TPOS) we provide an independent redress scheme.



Your step by step guide to renting with Dales and Peaks

1. Finding your property

Once we have all your details we will match your needs against all of our available properties. We will contact you by phone, email or SMS to let you know what we have found.

2. Making an offer

At this point you will need to complete an application form in a timely manner and put a holding deposit down which will be the equivalent of one week's rent, to secure your reservation. Please read terms and conditions of holding deposit under tenancy permitted payments. If accepted this deposit can be deducted from your first month's rent if you agree or refunded if the rent is paid in full. We will provide you with a holding deposit receipt which will give you a breakdown of permitted payments chargeable on the property.

3. Tenant screening

Once we have all your information we will begin the screening process. This means that full credit searches will be undertaken and employer, bank and character references are collated. If you are self-employed we will need your accountant's details so we can request your proof of income. Guarantors may be required subject to individual status.

4. Offer accepted

Once we are in receipt of all your references we will advise the landlord and agree a move in date. If you're in rented accommodation already, make sure you do not give notice until we have confirmed the offer acceptance.

5. Completion

We will ask that we have cleared funds for the balance payable on or before your completion day.

During your tenancy (fully managed)

Dales and Peaks will advise the utility providers that your tenancy has commenced and provide all meter readings where applicable. They will then contact you to organise payment to them directly. If you decide to change your utility provider during the course of the tenancy you must advise us (if fully managed) or the landlord (if tenant find only). We will provide you with the name and contact details of your landlord if your property is not fully managed by Dales and Peaks. You are responsible for all telecommunications and TV licence to your property.

Please ensure that you read the Tenancy Agreement fully before signing to ensure that you are fully aware of your responsibilities in your property. If you are not entirely sure then please speak to us to clarify anything. If your property is fully managed, we will undertake quarterly/half yearly inspections of the property to ensure that everything is being maintained satisfactorily. It is also an opportunity for you to raise any issues. We will always give you a minimum of **24 hours' notice**.

End of tenancy (fully managed)

If you decide that you wish to vacate your property, we would ask for one month notice if you are in a fixed term tenancy. If you are on a statutory periodic tenancy then you will need to give one months' notice from the date of your next rental payment day. Once we receive your notice we will organise an exit appointment to arrange the check-out and inventory report.

It is your responsibility to ensure that the property is clean and tidy. We can organise this on your behalf if you wish. At the exit appointment we will also require a forwarding address and we will take your departure meter readings. Whilst we will contact all service providers to advise of the cessation of your tenancy, it is recommended that you also contact them as well.

Once an agreement has been concluded with regards to the bond monies, we will obtain your signature to confirm. When you moved into the property the Deposit Protection Service will have forwarded a repayment ID which will be required to obtain your funds back. Once all IDs have been input online then funds will be returned to you. This normally takes up to 7 days. If your property is managed by your landlord then please contact them directly to organise your exit. We will not release your bond until we have your landlord's authority.



Tenancy Permitted Payments

- Rent
- A capped refundable Tenancy Deposit
- A capped refundable Holding Deposit
- Payments in the event of a default
- Payment on variation, assignment or novation of a tenancy
- Payment on termination (surrender) of a tenancy
- Payments in respect of Council Tax
- Payments for utilities (electricity, gas or other fuel, water or sewage)
- Payments for a television license
- Communication services (telephone other than a mobile telephone; the internet; cable television, satellite television)
- Green Deal charge

Rent

A tenant's regular payment to a landlord for the use of the property under a tenancy is a Permitted Payment. Increases or reductions of rent are allowed where it is set out in the tenancy agreement or by agreement between the landlord and tenant after the tenancy has started.

Tenancy deposit

A Tenancy Deposit is money held by the landlord (or agent acting on the landlord's behalf) as security during the period of the tenancy and reserved for any damages or defaults by the tenant. Tenancy Deposits are capped at five weeks' rent where the annual rent in respect of the tenancy immediately after its grant, renewal or continuance is less than £50,000 a year and six-weeks' rent where the annual rent in respect of the tenancy immediately after its grant, renewal or continuance is £50,000 or more a year.

Holding deposit

A Holding Deposit is a payment made by a tenant to a landlord (or to an agent acting on the landlord's behalf) to reserve that property. The maximum holding deposit that can be taken is one week of the rent on the property being reserved. Once a holding deposit has been taken then we have 15 calendar days to conclude the tenancy. However if a valid extension is required this must be mutually agreed between the agent and tenant and expressed in writing by the agent accordingly.

Repaying the holding deposit

The landlord or letting agent who received the Holding Deposit must repay it if:

- The landlord and tenant enter into a tenancy agreement.
- The landlord decides before the deadline for agreement not to enter into a tenancy agreement.
- The landlord and the tenant fail to enter into a tenancy agreement before the Deadline for Agreement.

If one of the above applies, the Holding Deposit must be refunded within seven calendar days of the date of that decision or the Deadline for Agreement. Holding Deposits must be repaid if the landlord or agent does not give the person who paid the deposit written notice (within 7 calendar days) explaining why they intend not to repay it.

**The holding deposit can be retained by the agent if**

- The tenant fails a Right to Rent check regardless of when the deposit was accepted.
- The tenant provides false or misleading information to the landlord or letting agent, which the landlord is reasonably entitled to consider in deciding whether to grant the tenancy because this materially affects their suitability to rent the property.
- The tenant notifies the landlord or letting agent before the deadline for agreement that they have decided not to enter into a tenancy agreement.
- The tenant fails to take all reasonable steps to enter into a tenancy agreement.

Default fees

Landlords and letting agents may require a tenant to make a payment in the event of a relevant default. A relevant default means:

1. The loss of a key or other security device giving access to, the property to which the tenancy relates. This cost will be the equivalent to what expenses have been incurred by the agent in obtaining a replacement.
2. Failure to make a payment of rent in full only before the end of 14 calendar days beginning with date the rent is due as written in the tenancy agreement. Interest may be charged at 3% over the prevailing bank base rate on the late payment of rent for each day that the payment is outstanding.

Payment on variation, assignment or novation of a tenancy

When a tenant has requested it, letting agents can charge to vary, assign or replace a tenancy. The payment cannot exceed £50 (including VAT) or the reasonable costs of the person to whom the payment is to be made in respect of the variation, assignment or novation of a tenancy. If costs are incurred which exceed £50, then we, the agent, will provide a copy of receipt or invoices to substantiate this.

Payment on termination of a tenancy

Landlords and letting agents can require a tenant to make a payment for an early termination (surrender) of the tenancy agreement at the tenant's request. The payment cannot exceed the loss suffered by the landlord or reasonable costs incurred by the letting agent.

Payments in respect of Council Tax

A payment to a billing authority in respect of Council Tax is a Permitted Payment and letting agents and landlords may require tenants to pay the Council Tax on the property they rent.

Payments for utilities

A payment for or in connection with the provision of a utility is a Permitted Payment if the tenancy agreement requires the payment to be made. In the Tenant Fees Act, utility, means electricity, gas or other fuel, water or sewage.

Green Deal

A payment 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. Prospective tenants must also be made aware of any obligation to pay a Green Deal charge (or any subsequent energy efficiency scheme), so they can make an informed decision.

Payments for a television license

A payment to the British Broadcasting Corporation (BBC) in respect of a television license is a Permitted Payment if the tenancy agreement requires the payment to be made. Communication services Landlords and letting agents are permitted to charge a payment for or in connection with providing a communication service if the tenancy agreement requires the payment to be made. In the Tenant Fees Act, communication service, means enabling any of the following to be used: a telephone other than a mobile telephone; the internet; cable television, satellite television.



Frequently asked questions

What references will I need?

We will require references from a previous landlord, your employee and a character reference. In some circumstances we will ask for bank references or the last three months bank statements. We will obtain a full credit report on you as well.

What happens if my rent is paid late?

Any problems with rental payments, which may result in late payment, should be communicated to Dales and Peaks immediately (or to your landlord if the property isn't managed). Failure to advise will mean that an arrears letter is sent out by us and you will be charged in accordance with the fee scales. If the rent remains unpaid for more than 14 days, interest can be charged on a daily basis on the outstanding amount from the due date until paid.

Who do I contact if there are any problems during the tenancy?

This depends whether your property is fully managed by Dales and Peaks or by your landlord. If fully managed, then please contact us and a Property Manager will be pleased to assist you. Otherwise please contact your landlord. All contact details will be provided at the commencement of your tenancy.

What do I do if I wish to leave?

If you are still within your fixed term then we would request one months' written notice. If you are on a periodic tenancy you will need to give one months' written notice from your next rental payment date.

How do I renew my tenancy?

If your property is fully managed then we will contact you two months before the end of your tenancy to ask if you wish to renew. Otherwise please contact your landlord.

How will my payments cease at the end of the tenancy?

It is your responsibility to cancel all future payments. We cannot do this on your behalf since you are in control of the payments set up by standing order with your bank.

What expenditure should I expect at the end of the tenancy?

Any deductions will be associated with the state of the property at exit and the inventory check out. Please see the end of tenancy (tenant's share) in our fee structure.

What is the Deposit Protection Service (DPS)?

Your bond/deposit is protected in this Government-backed custodial scheme for the duration of your tenancy. This is in line with legislation that was introduced in April 2007, which states that all bonds/deposits paid by a tenant with an Assured Shorthold Tenancy must be registered within 30 days with a recognised deposit protection scheme.

When is my bond/deposit returned to me?

Once the exit appointment has been conducted and a satisfactory conclusion has been obtained, we will instigate repayment or await your landlord's instructions to do so. Once the DPS have all the relevant identification numbers then repayment can take up to 7 days.



Complaints procedure

At Dales and Peaks Estate Agents we aim to provide the best possible service, but if you do have a complaint then we will aim to deal with this as quickly and effectively as possible.

We are regulated and licensed by The Association of Residential Letting Agents and are members of the National Approved Lettings Scheme. We are also members of the Property Ombudsman for Lettings and Sales and therefore aim to provide the highest of standards to all landlords, tenants, vendors and purchasers alike. In order to safeguard your interests we offer these options to you.

If you believe you have a grievance, please write in the first instance to:

Alice Martin, Lettings Manager
Dales and Peaks Property Ltd
131 Chatsworth Road
Brampton
Chesterfield
S40 2AH

If you wish to make a written complaint to us then:

- We will email to acknowledge this within three working days.
- You will receive a full written outcome within 15 working days after we have had a chance to thoroughly investigate with our in-house procedures.
- You will be offered an independent review report within 15 working days if then you are not satisfied.
- Receive a final offer from us.

If you remain dissatisfied with the result of the internal investigation, then please contact:

Sarah Currey, Managing Director
Dales and Peaks Property Ltd
Unit 2, Old Brick Works Lane
Off Sheffield Road
Chesterfield
S41 7JD

Following the conclusion of our in-house review of the complaint we will write to you with a final written statement. If you remain dissatisfied with the conclusion of the in-house review of the complaint, then you can refer the matter to:

The Property Ombudsman
43 - 55 Milford Street
Salisbury
Wiltshire
SP1 2BP



Tenant information

Data protection

In processing your tenancy application, we shall be required to process and store personal information on your behalf and liaise with credit referencing agencies and your landlord. We shall make every effort to keep such information safe and secure. Once you have moved into the property, it may occasionally be necessary to share contact information with trusted contractors for example to arrange access for maintenance work. We do not divulge or pass on your details to any third party organisations for marketing purposes.

Frost damage

Frost damage is a risk to all houses left empty during the winter period due to possible pipe bursts and flooding. You are required to take reasonable precautions to prevent frost damage if you are away from the property for anything other than a very short period. Such precautions might include leaving the heating on (and turned down to a low setting) and opening the loft access hatch to allow warm air to circulate into the attic space. If you are away for a more extended period, you should contact Dales and Peaks or the landlord regarding more permanent arrangements such as turning of the mains water supply or draining down the heating system. Failure to carry out these precautions could make you liable for any damage caused as you will be in breach of your obligation to occupy the property in a 'tenant-like' manner.

Insurance

As tenant(s), you will be responsible for the safe-keeping of the property and its contents and, unless otherwise advised, you will be responsible for insuring the contents of the property and the safekeeping of your own valuables and effects.

Repairs

Tenants are requested to bring any disrepair, damage or defect in the premises to the attention of Dales and Peaks as soon as possible. In the event of emergency repairs, please call office on 01246 567 540. The landlord has a legal responsibility to maintain the fabric and services of the building (water supply, drains etc).

Smoke detectors

You may find that smoke detectors and similar safety devices have been fitted in your property. Where this is the case, please ensure that you check all such devices on moving into the property and familiarise yourself with their operation (most smoke detectors have a test button to check batteries and the unit are operating correctly) and report any problems to Dales and Peaks. Thereafter, you should check the devices at regular intervals and you will be responsible for replacement of any batteries that they may require.

Alarms

Where the property is alarmed using a security code, the tenant must not change the alarm code without obtaining prior written consent from the landlord or Dales and Peaks. We need to hold the alarm code and similar security information for emergency, maintenance and inspection purposes; if any alteration is made to the code, you are requested to inform Dales and Peaks as soon as possible.

Television aerials

The tenant is responsible for the repair and maintenance of any television aerials, satellite dishes or similar installations for use with any television at the property. You are also reminded that a television licence is required in order to use a television at the property and the tenant would be responsible for this cost.



Damp and condensation

Damp can be a problem in houses where there are many occupants and the property is not adequately ventilated. You should ensure that any extractor fans are left connected and are properly used. It is also important to open windows as necessary to encourage an adequate flow of fresh air through the property after bathing or showering in order to allow damp air a chance to escape. The hanging of washing and wet clothes will also create large amounts of damp air and again, it will be important to provide adequate ventilation in such circumstances.

The presence of mould or dark spots or stains, especially in bathrooms and other wet areas, is a common sign of inadequate ventilation, and it is important to prevent further spread at an early stage before severe and irreversible staining takes place. Mould and similar stains should be removed by wiping the affected areas with a fungicide or mild bleach in accordance with the manufacturer's instructions but do test on a small area first. If the problem persists, you should inform us.

Gas appliances

Gas safety regulations apply to both landlords and tenants in rented property. In order to comply with the regulations, it is necessary:

- That brown or sooty build-up on any gas appliance or gas escape should be reported immediately to Dales and Peaks AND your gas supplier. **The number of the gas emergency service is 0800 111999.**
- That ventilators installed in the premises for the correct operation of the gas appliance should not be blocked.
- That safety checks be carried out every 12 months on any gas appliance in the property by a Gas Safe Register approved engineer. The tenant is required to allow entry with reasonable notice for this purpose. A copy of the gas safety record will be made available to tenants. A charge may be made for missed appointments.

Electrical appliances

For safety reasons, tenants are requested to visually inspect all electrical appliances on a regular basis. Cables and flexes that are being used can become frayed and casings broken. You should contact Dales and Peaks as soon as possible should any defect be discovered or a repair becomes necessary. Where electrical appliances are used outdoors (e.g. electrical lawn mowers) they should only be used when connected to an RCD (Residual Current Device) protected mains supply.

RCD units are available from most hardware stores and should be checked before use. The tenant is responsible for keeping all electric lights in good working order and in particular to replace all fuses, bulbs or fluorescent tubes as and when necessary. Any replaceable or disposable filters, vacuum bags, or other consumable items in appliances and fittings should be replaced as reasonably required and at the end of the tenancy.

Inspections

If Dales and Peaks are managing the property, quarterly inspections will be carried out. You will of course be informed prior to these inspections, usually with one week's notice. An administration charge may be made for any missed inspection or maintenance appointments.

Termination of your tenancy

The tenancy agreement is a legal and binding contract for the set term that you have previously agreed and signed for.

For help and advice when you need it, we're always happy to help. Call us on 01246 567 540.