



Welcome to Open Doors

As a regulated and bonded Letting Agent we endeavour to provide a fair and equitable Tenancy Agreement and service to both our Landlord and Tenant. The following information is intended to provide new Tenants with a more detailed guide to the relationship between the Landlord and Tenant and the role played by the Agent – Open Doors. There are certain basic principles in the relationship between the Landlord and the Tenant - though this information is for guidance only and does not guarantee you a Tenancy on the property. The Tenancy Agreement will set out the legal obligations of both Landlord and Tenant; a draft of the Agreement will be sent to you upon receipt of a completed tenancy referencing form and all admin charges pertaining to the proposed let. There are other queries that are not always so clearly defined and these notes attempt to answer some of the more frequently asked questions; if you require further information, please do not hesitate to ask; although should you require clarification on legal issues, you may be better served by seeking independent legal advice.

1. Q I have decided on a property, now what do I have to do?

A The first step is to email your offer to lettings@open-doors.co.uk. This should be a single email from the group with a few lines of information about each person: name; email address; mobile number; where you study, what you study, year of course; or where you work and your job title; hobbies/interests/background; it is also helpful if you specify if you are in receipt of scholarship/stipend funding or a salary or will be using a guarantor (must be an EU homeowner). If you don't send the relevant information asked for above, this will delay your application and you could miss out on the property.

This information is then sent on to the landlord of the property to be considered, along with any other applications we've received for the property.

If accepted by the landlord (subject to contract) you will need to pay your holding deposit; we will then send you an Application Form which each tenant needs to complete and return with a copy of passport. This does not guarantee you a Tenancy (subject to contract). From here, we will send off for references and be drafting your tenancy agreement. The draft copy will be sent to you for review as soon as possible and prior to signing, and can also be seen on our website under the Tenant icon. Open Doors will allow up to 10 working days for return of reference requests and/or signed guarantor forms. Thereafter, we would expect the Agreement to be signed and the deposit to be paid. The Landlord (or his agent) will countersign the agreement.

2. Q What is a holding Deposit?

A We charge a holding deposit which is equal to 1 weeks rent payable on application. This amount must be paid to us before we process your application and is non-refundable should you decide not to proceed with the property or should you fail referencing due to information not disclosed on application (such as CCJ's or bad debt).

Provided the application is successful, this sum will be deducted from the move in moneys due on signing of the contract (Deposit and first month's rent)

3. Q What References do you require?

A Normally, the following, obtained by an online referencing company:

1. Employer
2. Previous Landlord
3. If you are self employed we would require a reference from your accountant.
4. Financial reference.

If your contract of employment has not commenced or is still in a probation period or you are studying, you will require a Guarantor. The Guarantor will be required to financially support your application and is normally a parent, relative or guardian. Your Guarantor must be an EU homeowner.

Rent in advance is usually 6 months' rent and is held by the landlord as payment for the last months of the tenancy. It must be agreed by the landlord and specified in the tenancy agreement, so if you would like to pay rent in advance for any other reason, you **must** let us know at application stage.

The Landlord is entitled to have sight of all of the references obtained.

ID – it is now a legal requirement that we not only check your photo ID but also complete a Right to Rent check for every tenant. For this check, each tenant needs to come into the office with their passport (and visa or residence permit where applicable) before the start of the tenancy agreement. The ideal time to do this is when you complete your application form or at your signing appointment (if you do this in the office). Do let us know if you don't have a passport so we can discuss alternative options.

4. Q How much Deposit do you require?

A Unless we advise you to the contrary the Deposit will amount to five weeks rent. The Deposit relates to the property; although for convenience to the applicants (where sharers are involved), we are happy to accept the Deposit in the form of more than one payment; we will return it as a single sum, to an identified member/head tenant of the group. The Deposit is safeguarded by the Tenancy Deposit Scheme, which is administered by The Dispute Service Ltd for further information on this please go to www.thedisputeservice.co.uk. Some Landlords that we provide a Let Only service for may be registered with alternative Deposit protection schemes so the deposit will be paid direct to them and they will provide certification of their Deposit registration.

5. Q When and how do I pay the Rent and the Deposit?

A The rent and deposit are paid **IN ADVANCE**

(1) **The Rent** (for the first month of the tenancy). We require cleared funds at least 7 days before the start of the Agreement.

If the landlord holds the deposit, the first period of rent will be paid to us on the signing of the agreement and the deposit will need to be paid direct to the landlord no later than 7 days before the commencement of the tenancy. The remaining monthly rental payments will then be payable direct to the Landlord via standing order. If you have any problems with your payments you need to discuss with your bank and landlord as appropriate.

(2) **The Deposit.** As detailed previously, the Deposit will equate to five weeks rent. We will require cleared funds before signing the agreement.

Further payments of rent are paid to us monthly by standing order on the same day of each month.

6. Q How does the check in work

A We carry out accompanied and thorough check-ins for all the properties we manage. As part of your application, we will arrange a specific time on the start date of your tenancy agreement to

meet you at your new home.

At this arranged time, you will meet a member of our property management team at the property and this person will usually then be your point of contact throughout your tenancy.

This appointment serves to introduce you to the house properly and give you the information you need for a successful tenancy. This includes handing over paperwork, keys and the check in pack, taking opening meter readings, discussing utility accounts and council tax, explaining how to use the relevant systems in the house, explaining how to report maintenance and answering any questions you might have. We allow 30-45 minutes for this appointment.

Please be aware that you cannot have keys, move into the property or have access to the property before your tenancy starts.

Where the landlord manages the property themselves, we will still arrange a check-in time and briefly handover between you and the landlord, and they will then carry out their check-in.

7. Q Do I receive an Inventory?

A At the beginning of your Tenancy, we will present you with a detailed Inventory and Schedule of Condition. This should be checked thoroughly and returned to the inventory clerk with any necessary amendments (signed and dated) within 7 days of the commencement of the Term. A duplicate copy should be retained by you for your records. A separate list should be emailed in for maintenance which may require immediate attention. If we do not receive a signed copy of the inventory it will be assumed that you accept the inventory as a true statement of the condition of the property. It is in your best interests to keep a copy safe for reference at the accompanied checkout appointment at the end of the Term.

8. Q What happens about the Utilities at the property?

A Utilities are the responsibility of the Tenants. Whilst we will do everything within our power to assist with information relating to utility supply, we cannot guarantee who the current suppliers are. We can give you the contact numbers for the agencies who can confirm who is currently supplying the property.

At the start of your Tenancy, we will take opening meter readings with you and supply you with telephone numbers to arrange for the gas, electric supplies to be transferred into your name. If you require internet access at the property you should check with British Telecom (BT) whether there is already a phone line installed at the property. BT will not accept our instructions to have your phone line reconnected and it is your responsibility therefore to make the necessary arrangements with BT direct. They will charge for reconnection, and the time taken seems to range between one and thirty days!

Our recommendation is that you contact BT about a week before you move in to make the necessary arrangements, however bear in mind that neither you nor any representative will have a right to access at the property before your Tenancy commences. The alternative to BT is to arrange for an installation of Sky, though where this installation has not previously been made at the property, you will have to contact the Landlord (via the Agent) to obtain agreement that the installation can take place.

A forwarding address will need to be given to us or the Landlord by the last day of the tenancy to be provided to any service provider or the local authority in the case of outstanding bills.

If you legally require a TV licence for the property (please refer to the TV Licensing website www.tvlicensing.co.uk), it is tenant responsibility to purchase one. This is irrelevant of who owns the actual TV (i.e. if the landlord provides a TV for the house, it is still tenant responsibility to purchase a TV licence if legally required). If you do not legally require a TV licence, you still need to tell TV Licensing that you do not legally require one. Any fees or charges due to the tenants not having a TV licence or not registering that they don't require a licence are the responsibility of the tenants.

9. Q What happens about Council Tax?

A You are responsible for paying council tax whilst your tenancy is running on the property. You are responsible for informing the relevant council of the start of your tenancy. Student Tenants are able to obtain exemption certificates by providing a student status letter from their university. It is the student's responsibility to ensure they forward the exemption letter to the council and thereafter an exemption certificate from the council tax office will be sent to your property. Do not throw it away! Your Landlord will need either proof that you have paid your council tax or copies of the exemption certificate during or at the end of the Tenancy. Should the tenants not inform the council that they are exempt from paying council tax the tenant will be liable for any fees that the council charges.

10. Q Will you visit the Property while I am living there?

A Yes we will, if we are managing the Property. We aim to visit within the first 8 weeks of your tenancy and notify you by email approximately 1 week in advance of the visit. The purpose of the visit is to confirm that both parties are fulfilling their contractual responsibilities in relation to the Property. As far as the Tenant is concerned, we will also draw your attention to anything we consider may give cause to the Landlord proposing deductions from the Deposit at the termination of the Agreement, and we will propose strategies to reduce the risk of such proposals. If there is anything in particular you would like to draw our attention to at the visit you are more than welcome to point it out and if you won't be there you can email us in advance or leave a note.

11. Q Do I need to obtain Insurance on the property?

A It is the Landlords responsibility to have Buildings Insurance to cover the Property but we advise our Tenants to ensure that any personal effects brought into the Property are covered by Contents Insurance and furthermore that the insurance offers third party cover for accidental damage to any items left at the Property by the Landlord. You are responsible to make sure that the Property is left secure at all times.

12. Q What happens if I have to leave the Property before the Agreement ends?

A Assured Tenancy Agreements are for a fixed term and Tenants are unable to give notice to vacate the Property. Therefore should one or all of you leave before the end of the Agreement, you will remain liable for rent until the end. Of course, we recognise that circumstances beyond your control do occur and should you need to vary the contract before the end of the Term we may be able to facilitate this, subject of course, to securing the agreement of the Landlord. Please refer to our Guide to Charges for achieving this and they will vary dependent on the legal construct under which such a variation is achieved. If you require further information on this please ask a member of Open Doors staff. In all instances we will advise you to seek independent legal advice.

13. Q What happens about Repairs and Maintenance?

A With regard to maintenance, our role is to process maintenance requests from Tenants and forward them to the Landlord. As many of our Landlords have their own teams for maintenance, we may not instruct contractors to carry out maintenance for all of the properties that we manage, although we will arrange for the Landlord to organise the work. If there are delays in undertaking urgent maintenance we will pursue the Landlord to ensure the necessary work is completed as swiftly as possible, however, we are not responsible for any such delays. In situations where there is a Health or Safety issue, or where there is a breach of the Agreement, we will intervene if the owner is slow to respond. Most repairs and faults are fair wear and tear and will be settled on behalf of your Landlord, however you should be aware that in the event of the repairer advising us that the fault is clearly a result of misuse, (a blocked drain gully caused by putting food, fat or grease down the kitchen sink for example) or that no fault exists, we reserve the right to hold the Tenants responsible for the call out/cost of repairs.

14. Q What happens at the end of the Tenancy?

A At the final inspection, you will receive a report that details any work we feel you need to undertake at the Property to minimise the risk of the Landlord proposing any deductions from the Deposit. On the last day of the Tenancy our Property Manager will meet you at the Property for a prearranged and accompanied check out appointment. This will be the time when we expect you to hand over vacant possession of the Property. At the appointment, the Property Manager will attend the Property and will be able to ascertain any dilapidations which are classed as fair wear and tear (and chargeable to the Landlord) and damage above fair wear and tear (and chargeable to the Tenants). They will also confirm whether additional gardening, cleaning or carpet/upholstery cleaning is required.

It is preferable that the Tenants (or representative) are in attendance at the checkout appointment in order to take final meter readings, hand over keys and corroborate the comments of the inventory clerk.

We expect properties to be returned to us cleaned to a professional standard and leaving no trace of the outgoing Tenants. If additional cleaning is required this will be carried out by a professional cleaner at the end of your tenancy the day after you move out. The outgoing Tenant covers the cost of cleaning. Most of our tenancy agreements include a clause that requires the carpets and oven to be professionally cleaned at the end of the tenancy.

A forwarding address will need to be provided to us or the Landlord by the last day of the Tenancy in case of any outstanding bills from any service suppliers or the local authority.

15. Q How and when do I get my Deposit back?

A We will account to the nominated Tenant as soon as reasonably practicable after the checkout, any proposed deductions to the Deposit. Once we have received your approval we will arrange a BACS transfer of the agreed amount to you.

Where there is more than one named Tenant on the Agreement – the group will have been asked to nominate a Head Tenant to deal with the Deposit reconciliation and return of monies. Regardless of how you pay your Deposit (individually or by Third Party) we hold the Deposit as one amount and are not able to return Deposit monies individually or directly back to any third party. In addition it is imperative that ALL keys to the property are returned at the checkout appointment. If all keys are not returned – the outgoing tenants will be charged for a lock change.

16. Q How do we contact the Landlord?

A In the case where the Landlord has instructed us to manage the Property on their behalf, all correspondence to the Landlord should be directed through us.

The name and correspondence address of your Landlord will be shown on your Tenancy Agreement. Furthermore, we are obliged to (within 28 days of your written request) to give you the name and address of the Landlord to you in writing. Unless the Landlord instructs us, we are not obliged to provide you with contact phone numbers or email addresses of the Landlord(s).

The majority of our correspondence is through email and you should check your inbox regularly to ensure you are up to date with us. We will email you to advise you of any approaching inspections, maintenance visits and viewings.

Our email addresses at the office are:

lettings@open-doors.co.uk
(for lettings administration)

accounts@open-doors.co.uk
(for finance)

propertymanagement@open-doors.co.uk
(for property management and reporting maintenance)

Throughout your tenancy, we will use email as a principle form of communication.

By signing this document, the tenants agree that they are happy to receive formal notices and relevant documents electronically via email.