

# Tenancy Handbook

**PM estates are delighted that you wish to proceed with this application and we have created the following handbook to assist you.**

1. On most occasions the tenancy type is to be an **Assured Shorthold Tenancy** unless agreed otherwise in writing.

## 2. **Applications to Rent**

These applications are subject to contract and are dependent on the receipt of satisfactory reference, credit searches and proof of identity and address. PM Estates or the Landlord reserves the right to reject any application without disclosing the reason. 99% of any applications that have been rejected will be due to good reason; we will divulge this reason upon application

## 3. **Tenancy Agreement (AST)**

All tenants over the age of 18 will be required to supply or furnish their full names, this will be inclusive of staff (such as an Au Pair/Nanny) or permitted occupier, minors or children. If children are over the age of 18 and they are proven to be contributing to the rent, then they will be referenced and entered on to the Tenancy Agreement.

## 4. **Reservation / Holding fee**

A reservation fee will be required to reserve the property. This will be put towards the set up costs at the start of the tenancy. If the tenancy does not proceed because the relevant information was not produced for example, or if you simply withdraw, this fee will be paid to the landlord as compensation along with any credit / reference fees or administration charges that have been incurred. If the property is withdrawn from the market through no fault of yours, the reservation fee will be returned in full.

## 5. **Balance of Rent, Deposit and Fees**

All remaining monies will be required in cleared funds by the start of the tenancy. You will not be provided with the keys until full payment is cleared. There is no exception to this policy.

**6. Joint and Several Tenancies**

If there are multiple tenants sharing within the residential dwelling, you will be jointly and severally liable. This means that each individual tenant is responsible for the entire rent and for other tenants' responsibilities that you will find detailed in the Tenancy Agreement.

**7. Utilities**

Although we offer the service to all our prospective tenants of assisting in the setting up of utilities and council tax, ultimately you are responsible for the connection and payment of all utilities and services to the property including gas, electricity, telephone, TV licence and water rates (unless otherwise specified).

**8. Data Protection**

Data Protection Act 1998 (the ACT) The data controller is Paul Miller's Property Management Ltd t/a PM Estates of 7 Riverside Walk, South Street, Bishops Stortford Herts CM23 3AG.

It is agreed that personal information of the tenants will be retained by the Agent and that present and future addresses and other contact details of the parties may be provided to other utility suppliers, local authorities, authorised contractors, any credit or reference agencies, debt collectors legal advisors or any other interested parties.

**9. Tenant(s) Insurance**

You will need your own insurance to cover personal possessions and accidental damage. Your Landlord's insurance will not cover your own possessions. PM Estates strongly advise that you insure all your own belongings with a reputable insurer and we would also recommend taking out a policy to cover accidental damage to the Landlord's property, for example furniture, appliances, curtains and carpets for the duration of the tenancy term.

**10. Inventory**

For fully managed properties, PM Estates can confirm that a detailed schedule of condition / inventory will be compiled to record the property condition and its contents. You will be required to review this document at the beginning and at the end of the tenancy term.

11. At the end of the tenancy term all items must be returned to their original location to ease the checkout procedure. Any items that have been moved will be put back and the cost associated will be deducted from your dilapidation deposit. In addition, if it is necessary to instruct a representative of PM Estates for further visit to locate items or check the removal of possessions etc., there will be additional charges from £50 inclusive of VAT per visit dependent on the work required. The deposit will be refunded to you on authorisation from the Landlord (less any agreed deductions)
  
12. **Property Visits**  
PM Estates or the Landlord will make regular property visits throughout your tenancy. These visits are to ensure that you are fulfilling your obligations under the tenancy agreement and to check for repairs, also that the Landlord is allowing you the quiet enjoyment of the property under the terms of the Tenancy Agreement. Notice will be given in advance in writing or by-mail. We require 24 hours' notice to cancel or change booked appointments. Access can be made via a key if required with your agreement.
  
13. **Rent Arrears**  
Failure to keep up with your rental payments could result in your Landlord instructing Notice for you to vacate the property. You will also incur late payment administration fees and possible interest. If you are experiencing problems meeting your rental payments, then please contact us at your earliest opportunity
  
14. **Withholding rent**  
Under no circumstances are you entitled to withhold the payment of any instalment of rent or any other monies due at any time during your tenancy.
  
15. **Rent Increases**  
If you remain in occupation at the end of the fixed term or after 12 months whichever is later, the Landlord reserves the right to review the rent annually thereafter as per section 1.7.8 (including the sub section) of your agreement.
  
16. **Cancelling Rent Payments**  
You must cancel the Standing Order used to pay your rent at the end of the tenancy. If PM Estates are obliged to refund rent after the tenancy has ended, you will be charged an administration fee for each overpayment as per section 4.1.7 of your tenancy.