

# Welcome to Lines & James

## Prior to Tenancy

### CHARGES

There is no charge for registering with Lines & James. However, when you find a property and your offer is accepted (subject to the receipt of satisfactory references), you will be liable to pay the cost of letting as detailed in the start-up costs on page 6 of this document.

### HOLDING FEE

The property cannot be reserved and Lines & James are unable to apply for references until the prospective Tenants have paid a holding fee of £250.00. ***The holding fee does not constitute a tenancy or offer a tenancy but it is required as proof of the prospective tenants' serious intention to proceed.*** This money will be offset against the total amount due at the commencement of the tenancy. At this time, Lines & James also ask prospective Tenants to return to us the documents as listed on the 'rental checklist' at the back of this guide.

### SECURITY DEPOSIT

The Tenancy Deposit is held by Lines & James, a member of the Tenancy Deposit Scheme as stakeholder and administered by The Dispute Service Ltd, whose contact details are as follows:

The Dispute Service Ltd, PO Box 541, Amersham, Bucks. HP6 6ZR

Tel. No: **0845 226 7837** Fax: **01494 431 123** Email: **deposits@tds.gd.com**

The deposit may not be used for payment of rent or any other charges during the terms of the tenancy. The deposit is held against any damage to the property, its fixtures and fittings and any missing items. Lines & James cannot release the deposit until both the Landlord and Tenant have jointly agreed any apportionment. The deposit will be equal to one and a half months' rent, i.e. for a rent of £600.00, the security deposit required will be £900.00. When a tenancy comes to an end, there is usually no disagreement concerning the return of the Security Deposit. However, in the event of disagreement this can cause inconvenience to both the Landlord and the Tenant. The Tenancy Deposit Scheme has been developed to ensure that the deposit is held and protected and that any disputes concerning its return are resolved impartially by the Independent Complaints Examiner (ICE). Further reference to the Tenancy Deposit Scheme is included in our Tenancy Agreement.

'Stakeholder' means the Agent will hold the Deposit for the duration of the tenancy in accordance with the Rules of the Tenancy Deposit Scheme. No interest is payable to either party.

### IDENTIFICATION

In order to complete your application successfully Lines & James require proof of residency and photographic ID for each tenant. Proof of residency should be in the form of a utility bill which is no more than 3 months old. The photographic ID can be a driver's licence, passport or identity card. Please e-mail, post or hand these in to us in the office so that our staff can make copies.

### REFERENCES

Once the initial terms have been agreed between the Landlord and the prospective Tenant, you must complete the HomeLet Reference Form. The completed form should be returned to Lines & James for submission to HomeLet. Upon receipt of satisfactory references a Tenancy Agreement will be drawn up and forwarded to both parties for signature. Charges for reference checks are borne by the prospective Tenants and are included in the Start-up Costs on Page 6.

### GUARANTOR

Following the reference check, should a Guarantor be required to act on your behalf to stand surety against your obligations, they will also be referenced and required to sign a Guarantors Agreement. There is an additional charge for adding a Guarantor to the Tenancy Agreement, details of which can be found in the Start-up Costs on Page 6.

## UTILITIES

Lines & James will contact the utilities companies to transfer the account names into the new Tenant's name from the commencement date of the Tenancy Agreement. Lines & James recommend the Tenant also confirms this directly with utility suppliers, as the agency cannot accept any responsibility for errors that may occur. At the end of the Tenancy, Lines & James will also notify the utilities companies of your vacating date, meter reading and your forwarding address. Whilst the agency endeavours to set up all accounts smoothly it cannot accept any responsibility for errors that may occur.

Lines & James recommend that you contact British Telecom or another telephone service provider in advance because there may be additional charges for reconnecting or reactivating the telephone line, for which you are responsible.

## TENANCY AGREEMENTS

Once the references checks are complete the Tenancy Agreement and Notices (where applicable) will be prepared and you will be contacted to arrange a convenient appointment for all tenants to visit the office to sign the Tenancy Agreement. This appointment will normally take place the day before or on the day the tenancy commences. The charge for the Agreement is included in the Start-up Costs on page 6.

# During the Tenancy

## PAYMENT OF RENT

Lines & James need the payment of the pre-tenancy invoice at least 24 hours before the tenancy start date; our preferred payment method is by **Debit or Credit Card**. Please note there is a surcharge of 1.8% for payment made with a Credit card. Payment can also be made by **Bankers Draft, Building Society Cheque, Bank Transfer** and made payable to Lines & James Ltd. Payment by Personal or Company Cheque will only be accepted if received a minimum of **10 working days** before the agreed Tenancy commencement date. Lines & James cannot release the keys to the property unless the cleared funds are in our possession. This is not negotiable. **PLEASE NOTE LINES & JAMES ARE UNABLE TO ACCEPT PAYMENT IN CASH.**

### Further details of the payment of rent are as detailed below:

1. The rent is payable monthly in advance by **Standing Order Mandate** (Lines & James do not operate a Direct Debit system). The rent will leave your account **3 days** before it is due to enable it to reach our account on the due date. Standing Orders are your instructions to your bank to pay Lines & James Limited. They cannot be cancelled or changed by Lines & James Limited once they are set up.
2. The payment date can only be changed at the commencement of the tenancy and with the Landlord's consent.
3. The payment date cannot be changed during the tenancy.

**Please Note:** Notification of late payment of rent or any cheque returned by the Bank "Refer to Drawer" is charged at £24.00 (*inc VAT*).

## INVENTORY

Lines & James or its representative will take a Check-in Inventory at the outset of the Tenancy. The agency will note all items at the property, their condition and the general overall condition of the property. You will be expected to attend the Check-in and will be provided with a copy of this Inventory. Lines & James require that you forward any queries or adjustments to us in writing within ten days of the Check-in. Please note that the Tenant will be held entirely responsible for the difference in the condition of the property and the contents at the end of the Tenancy, fair wear and tear accepted. The Tenant will meet the cost of the Inventory Check-in and the Landlord meets the cost of the Check-Out. Charges are dependent upon size of property and whether it is furnished or unfurnished. **(See scale of charges on page 6)**

## INSURANCE

Tenants are advised to obtain appropriate contents insurance for their own possessions; this should include accidental damage for the landlord's contents which should help protect your deposit. Lines & James recommend Insurance is in place for the commencement of a tenancy. Lines & James has access to HomeLet Tenants Insurance which includes accidental damage for the landlord's contents, which may save you facing deductions from your deposit at the end of the Tenancy. A quote for Tenants Contents and the policy wording can be obtained from the office at any time. A quote for contents insurance may be obtained from an Insurance Company of your choice.

## OUR RESPONSIBILITY

Whilst Lines & James are acting on behalf of the Landlord as Managing Agents, unless otherwise advised, please contact this office for any help or advice pertaining to the let. If the Landlord is managing the property, then you should contact the Landlord direct. You will be advised of all the relevant contact numbers.

- If you find yourself locked-out outside our office hours you can call Adrian Elliott Locksmith on 01403 261466 or 07736 441717. **(You will be responsible for his charges).**
- If you lock yourself out of the property and you require Lines & James to bring keys out to you there will be charged £15.00 plus VAT.

## Upkeep of the Property

### ANIMALS/PETS

Most Landlords do not permit domestic animals but there are a few exceptions. If a Landlord agrees to a pet at a property, a Special Condition will be added to the Tenancy Agreement confirming that all floor coverings are sanitised and professionally cleaned at the end of the tenancy at the Tenants' expense; the Tenant will be responsible for any damage caused and to make good such damage; in addition the tenant must pay for the full replacement cost of any floor covering that may become damaged, irrespective of age or condition; you may also be required to pay a larger security deposit.

### GARDEN

On some properties garden maintenance is provided as part of the rental. Otherwise gardens should be properly maintained throughout the year. Lines & James reserves the right to instruct a Contract Gardener if the garden is improperly maintained during the course of the Tenancy. The cost of works will be borne by the Tenant.

### FORWARDING MAIL

Unless otherwise instructed, all mail addressed to the Landlord should be redirected to Lines & James for forwarding. It is the tenant's responsibility to inform the Post Office of their forwarding address upon vacating, as the agency will not be held responsible for mail delivered to the property after your departure. Mail for previous Tenants should be marked "Moved away – return to Sender" or given to Lines & James where our staff will do it for you.

### FROST DAMAGE

The Tenant will be responsible for taking precautions to prevent damage caused by frost in the event of a property being left vacant for any length of time.

### INSPECTIONS

All properties managed by Lines & James are inspected every four months by prior arrangement with the Tenant. In some cases Lines & James are instructed to make more frequent inspections, particularly prior to any tenancy renewal. These inspections are carried out during normal office hours and the Tenants' co-operation is expected.

### SMOKING & BURNING OF CANDLES

Smoking & the burning of candles are prohibited in all our rental properties. It is not only a safety hazard but also causes damage to the decoration of a property. Smoking & burning candles leaves a smell and residue on curtains, carpets, paint work, walls and ceilings that over a period of time causes discoloration that cannot be wiped off. If there is evidence of smoking or the burning of candles found during inspection visits or at the Inventory check-out, the Tenant will be responsible for the cost of professional cleaning and redecoration in the affected areas.

### RUBBISH BINS

Council issued rubbish bins must only be used for their intended purpose. Any rubbish the Council does not remove due to overloading or inappropriate waste will be removed at the tenants' cost.

# Terms of the Tenancy

## RENEWAL OF TENANCY

Renewal of a tenancy creates a new term of either six or twelve months. Notice cannot be given until the expiration of four months when two months' notice to vacate may be given creating a minimum term of 6 months. An administration fee of £42.00 (*inc. VAT*) is payable on renewal of a Tenancy Agreement.

If you are uncertain of your ongoing circumstances, it may be possible for an existing tenancy to continue on a Statutory Periodic. This option can only be offered with the Landlords consent and an administration charge of £30.00 (*inc. VAT*) is payable.

## Change in Tenancy

A change in the Tenancy can only be made with the Landlord's permission. A charge of £185.00 (*inc. VAT*) will be payable to include Reference, Agreement and Administration fees for a change in a single occupier. A new Agreement creates a new term of six or twelve months. Notice cannot be given until the expiration of four months when, two months' notice to vacate may be given creating a minimum term of 6 months.

## EARLY RELEASE FROM THE TENANCY

A charge of £300 (*inc. VAT*) to cover administration charges will be levied for the early release of your obligations under the terms of the Tenancy Agreement. This is subject to the Landlord's permission being granted and the Tenant would remain responsible for the rent and outgoings on the property up and until the date a new Tenant moves in to the property.

## TERMINATION OF TENANCY

For a managed tenancy, prior to the end of your Tenancy, you will be contacted to arrange a mutually convenient time for you to be checked out of the property by Lines & James or its representative, during normal working hours. At this time the meter readings will be taken and the keys to the property handed over.

- If the property is furnished, please ensure that everything listed in the Inventory is returned to its original position.
- The contents of the kitchen cupboards should be laid out for convenience.
- Lines & James would expect floor coverings that have been professionally cleaned at the commencement of a tenancy to be professionally cleaned upon termination.
- Any breakages/extra cleaning will be charged to the Tenant and deducted from the security deposit.
- If the property has a water meter, the tenant must inform Southern Water at least 4 days in advance of the end of the tenancy. If sufficient notice is not received by Southern Water they may take up to 28 days to read the meter and you will be charged for the extra period. If you are unsure, Lines & James can tell you if the property has metered water.
- The deposit will normally be returned to the Tenant within 7 days of receipt of written Check-out report if no follow-up cleaning or repairs are required. A forwarding address must be left with the Managing Agents for the refund of the deposit.
- Lines & James expect the property to be returned to us in the same state as at commencement, but of course allowances are made for reasonable wear and tear.

# Customer Complaints Procedure

As a member of the National Approved Letting Scheme, Lines & James aim to provide the highest standards of service to all landlords and tenants, but to ensure that your interests are safeguarded, Lines & James offer the following complaints advice:

- 1) If you believe you have a grievance, please write in the first instance to The Office Manager, at the address as follows:

**Lines & James, 24 Worthing Road, Horsham, West Sussex, RH12 1SL**

- 2) The grievance will be acknowledged immediately, investigated thoroughly in accordance with the established "in-house" procedures and a reply sent to the complainant within seven working days of receipt of the letter.
- 3) If the complainant is dissatisfied with the result of the internal investigation, please contact Patricia James at the address above
- 4) If the complainant is still not satisfied, Lines & James offers mediation between the complainant and the Company.
- 5) If the complainant Landlord remains dissatisfied, Lines & James will provide a referral to binding arbitration in accordance with the National Approved Letting Scheme's rules as operated by the Chartered Institute of Arbitrators. A copy of these rules will be provided by us upon request.

## Data Protection Act

By signing our Acknowledgement slip on page 6 of this Guide, the Tenant provides consent for their personal information to be released in compliance with the Data Protection Act 1998; for example, to a Landlord requesting sight of a completed reference form or to The Dispute Service to facilitate registration of the Security Deposit.

*Please note: Lines & James cannot permit internal photographs to be taken of viewed properties under any circumstances.*

# Start Up Costs

## Holding Fee

- ◆ £250.00 – Non-Refundable unless the landlord withdraws the property from the market

## Payable at least 24 hours before tenancy starts

- ◆ First month's rent in advance
- ◆ Security deposit  
1.5 months' rent
- ◆ Agreement, Reference & Administration fee  
First applicant - £185.00  
Additional applicants - £50.00 each\*  
Guarantor (if necessary) - £50.00 each
- ◆ Inventory fee  
See charges below

<b>Check-in Fee – Unfurnished</b>	
1 Bedroom	£70.00
2 Bedroom	£80.00
3 Bedroom	£110.00
4 Bedroom	£125.00
5+ Bedroom	£150.00

<b>Check-in Fee – Furnished</b>	
1 Bedroom	£100.00
2 Bedroom	£115.00
3 Bedroom	£150.00
4 Bedroom	£170.00
5+ Bedroom	£190.00

### ALL PRICES ARE INCLUSIVE OF VAT @ 20%

\*Lines & James will request both persons in a married couple to complete reference forms but may only process one as long as the individual referenced is acceptable by homelet for the entire rent.

# Rental Checklist

Once your holding fee is paid Lines & James require the following items to be returned to us as soon as possible

Completed homelet reference forms

Signed 'Guide to Renting' slip below

Proof of current address

(Utility Bill, council tax or bank statement less than 3 months old)

A copy of identification

(Valid passport or driving licence)

These documents can be e-mailed, posted or handed to us personally in the office.

If you have any queries please call us on 01403 210088

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## **ACKNOWLEDGEMENT OF GUIDE TO RENTING**

I/We Acknowledge receipt of Tenants Guide to Renting and agree to the terms and conditions therein.

**Address of property to be rented** \_\_\_\_\_

**Name** \_\_\_\_\_ **SIGNED** \_\_\_\_\_

**Name** \_\_\_\_\_ **SIGNED** \_\_\_\_\_

**Name** \_\_\_\_\_ **SIGNED** \_\_\_\_\_

**Date** \_\_\_\_ / \_\_\_\_ / \_\_\_\_