



TENANT GUIDE

Everything you need to know

Hamptons

THE HOME EXPERTS



At Hamptons, we understand that finding the right rental property is extremely important. The property you choose will become your home and it is vital that it is the perfect fit for you.

Whether you're searching for an apartment in the city, a townhouse in the suburbs or a country estate, we have a wide range of property types available, with hundreds more being added to daily.

Our specialist departments offer bespoke property find services. Our tailored rental searches include student homes, equestrian property, short-term lets, waterside rentals and much more.

Hamptons has been matching people with property that's right for them, locally, nationally and internationally, since 1869.

If there's one thing we've learnt over the years it's the collective power of our network. So once you talk to your local branch you enjoy the best of all worlds; with people working for you who know their local area inside out, plus the support of a 90-strong network with all their knowledge and contacts. And our branches constantly talk to one another, sharing information and working together to help you with your move.

We'll keep you updated, so you always know how your rental is progressing. Whatever happens, you'll know exactly what's going on.

This guide aims to provide you with the advice you'll need as a tenant to get the most out of renting as well as guidance relating to frequently asked questions.

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{ BEFORE VIEWING }

WHILST VIEWING }

Check your finances

The cost of running a home can add up, and the initial move-in and setup costs can be expensive. When working out how much you can afford to pay each month after regular outgoings, it's important to include other household bills such as broadband, TV licence, council tax (students are exempt from this), gas and electricity and any other financial commitments you may have. Remember you will need to pay a deposit too which is usually the cost of five weeks' rent.

List your requirements

Knowing what you need from your new home is important to make sure that nothing is overlooked. Create a list and then we can clarify anything you're unsure of in relation to a particular property that you enquire about. Questions you may ask could include:

- Is there allocated parking?
- Are pets permitted?
- What are the nearby transport links like?
- How close by are local amenities?
- Is the property to be furnished or unfurnished?
- Is there an outdoor space?

Learn about the local area

If you have a daily commute for work, make sure to look into the local transport links and how long your journey could take. Also make sure to understand where local amenities such as supermarkets and doctors are located, as well as local schools. Our local lettings experts are always happy to answer questions about the local area.

Viewing properties

When you have determined your budget and decided on your property requirements, the area where you'd like to live, ensure you view properties available to let through a Propertymark Protected letting agent, such as ours. Properties will be listed on agents' websites or alternatively, you could browse properties via a property portal such as Rightmove, Zoopla, PrimeLocation or PetLets. You can set yourself up for property alerts with certain search criteria so you can be notified of any new properties that become available with a particular agent or property portal. You can then create a shortlist of properties you wish to view and make a request to do so.

Whilst viewing a property, this is your opportunity to get a feel for the condition, space and safety. Landlords have many legal obligations regarding your safety whilst renting the property, including gas safety checks, smoke and carbon monoxide alarms, energy efficiency and electrical safety.



When you've found a property you like, it's time to make an offer. If you are submitting your offer to us or another agent, we are obliged to pass the information to the landlord for consideration. Paying the asking price does not put the landlord under any obligation to accept, as the acceptance process can vary. Often if the price is good enough and the tenant successfully passes a third-party referencing check then the tenancy is often agreed upon. However, in a competitive market, there are often multiple offers and so you should think about other selling points that might make your offer more attractive than those of others such as price – consider what is the best price you can pay, start date – can you move in on or very close to the available date, and tenancy length – can you offer a long-term commitment.

Reference checks

Once the terms of an offer are agreed upon, the tenancy will be subject to successful referencing.

This is carried out by us handing over to our preferred referencing providers, KeySafe, HomeLet or Canopy to process.

You will need to provide consent to your information being shared and checked and there will be a sign-up process to the referencing company. Your application cannot progress until you have provided consent.

You will need to supply your personal details, employer and if applicable any previous landlord information and there will also be a credit score to check if you have any adverse payment history. In certain circumstances, you may be asked to allow an Open Banking search which can be the fastest way to complete referencing.

To successfully pass referencing you will first need to meet the affordability criteria set. The calculation is normally based on your monthly gross salary being at least 2.5 times the monthly rent.

If multiple people will be named on the tenancy, the calculation would apply as a group. If you are splitting the rent into unequal portions, the referencing company will usually consider the affordability of each individual share separately.

As well as checking the affordability and checking your credit score they will contact your employer to confirm your employment details and salary. If

you are currently in a probation period, you need to disclose this upfront as it is one of the questions that will be asked of your employer. If applicable, your previous landlord will also be contacted to confirm that rent payments were up to date and that the previous property was kept in good order.

It is important to be honest about the required information as part of the checking process will be to validate the information you have supplied. If you fail to disclose something important and it is subsequently flagged up, it will count against your application and increase the risk of you failing the referencing process and forfeiting your holding deposit.

If you have had financial problems in the past or are unable to provide adequate or acceptable references, another option that may be considered by the landlord and ourselves is taking more rent upfront.

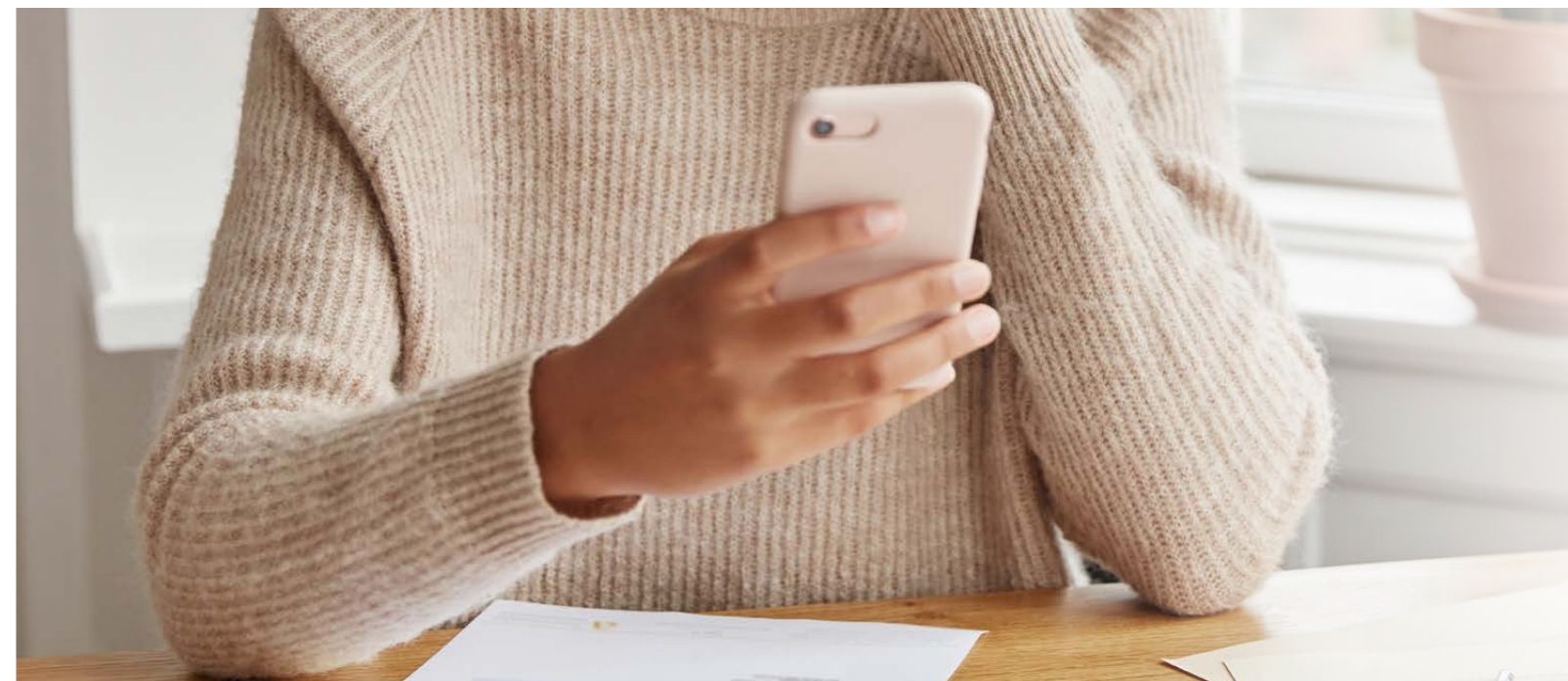
There are normally three outcomes to referencing: Pass, Pass with conditions and Fail. Conditional passes will need a guarantor to be in place to support any application and cover any outstanding payments should you default on the rent.

The guarantor will also need to successfully pass a similar referencing process. Multiple tenants are jointly responsible for properties so in the case of a problem the landlord could look to one or all of the tenants to make payment. The same can apply to guarantors and so you should clarify which specific costs the guarantor may be required to cover.

Since 1st June 2019, it is illegal for landlords and us to charge renters extra fees. The Tenant Fees Act applies to new and renewing Assured Shorthold Tenancies, meaning we and landlords aren't able to charge for a range of admin fees that they previously had, and tenancy deposits are mainly capped at five weeks' rent.

For properties in England, the Tenant Fees Act 2019 means that in addition to rent, we can only charge tenants the following permitted payments:

- Holding deposits (a maximum of one week's rent)
 - Deposits (a maximum of five weeks' rent for annual rent below £50,000 or six weeks' rent for annual rent of £50,000 or over)
 - Payments associated with early termination of a tenancy (capped at the landlord's loss or our incurred costs)
 - Payments to change a tenancy agreement such as change of sharer (capped at £50 maximum)
 - Utilities, communication services such as broadband, TV Licence and council tax if bills are included within the tenancy agreement
 - Interest payments for any late rent payments (up to 3% above Bank of England's annual percentage rate)
 - Reasonable costs for the replacement of lost keys or other security devices
 - Contractual damages in the event of the tenant's default of a tenancy agreement
 - Any other permitted payments under the Tenant Fees Act 2019
- Any fees that are applicable during the tenancy, whether payable at the start, during or end of the tenancy, must be clearly displayed by us.





UNDERSTANDING } THE RENTAL TENANCY TYPES }

Moving home isn't an easy process and can be a daunting one due to lots of things to consider, but being prepared can help to make it run as smoothly as possible, saving you unnecessary stress and time. This guide aims to provide you with the advice you'll need as a tenant to get the most out of renting as well as advice relating to frequently asked questions.

The most common tenancy type is an Assured Shorthold Tenancy (AST).

This agreement is used when the rent is less than £100,000 per year, the tenant is an individual or a group of individuals (ie. not a company) and the tenants will have exclusive use of the property. As the tenant, you'll also have a right to occupy the property for a minimum of six months (if it is a long term let).

If you're renting a property using an Assured Shorthold Tenancy Agreement, your deposit has to be protected by law, with an approved tenancy deposit scheme. This is something your landlord or we will manage on your behalf.

There are some situations when ASTs are not suitable. Different agreements will be used if:

- The rent is over £100,000 per year
- The property is being let as a holiday or short-let
- The tenant is a company or other legal entity rather than an individual
- The tenancy is tied to agriculture or another occupation
- The property has been split into flats and the landlord lives within the same building

{ THE TENANCY AGREEMENT

The tenancy agreement is the legal contract between the tenant and the landlord. Most tenancy agreements are for an initial 12 months, but longer agreements can be negotiated. The contract should detail the key terms of the agreement, including property details, how much and when the rent should be paid, along with a list of what the landlord and tenant should do. If you have more than one tenant it will refer to all the tenants as being collectively liable for the property including rent payments and also individually liable. This is in case a landlord has an issue and needs to pursue a group of tenants for payment, they could pursue all or one of them.

There may be an opportunity to include specially negotiated terms such as the replacement of furniture, redecoration or a specific agreement to keep a pet or a break clause.

A break clause is a specific agreement which allows either party to end the tenancy early. It will either allow the tenancy to be ended on a specific date or any time after a specific date subject to either party giving the relevant notice. For an AST the landlord is required to give at least two months' notice and the tenancy is often required to do the same in return.

Make sure you have thoroughly read through the contract before you sign it, and be aware that you will be asked for photographic ID and a Home Office share code for those requiring a visa to check you have a legal right to rent in England. Each person named on the tenancy agreement needs to sign it and all tenants must be over 18 years old. Anyone under 18 years old who is occupying the property will be named as an occupier but won't legally sign the agreement. Often we have the authority to sign on the landlord's behalf and will have a separate document giving us this permission. Once signed, each party will have a copy to confirm the signing. You will also then be committed to the tenancy and have no automatic right to withdraw.

By this point you may have already paid a deposit for the property so make sure you know the law on how your deposit must be protected, of which the How to Rent guide and What is the Tenancy Deposit Scheme both advise.

ENSURING A SMOOTH MOVE }

Providing exceptional customer service to ensure your moving experience is smooth and stress-free is extremely important to us. To help ease the moving process in any way that we can, we have chosen a select few partners which we trust to help you on your journey.

Relocating for work?

If you are being relocated into or around the UK by your employer, Hamptons' Relocation Services team is on hand to assist and will provide you with:

- A single point of contact for a multi-area property search across Hamptons' 90+ branch network
- A paid, whole-of-market property search should you wish to consider/ view properties being marketed by other agents
- Advice and support to identify the right area, schools and amenities for you and your family
- Employer liaison (if required) to assist with payments or moving arrangements being handled by your HR department or global mobility partner
- Support and guidance through the rental process, including compliance with regulatory requirements such as UK Immigration checks and Anti-Money Laundering protocols

Currency Exchange

Hamptons works in partnership with Key Currency, FCA regulated experts in international currency exchange. Key Currency prides itself on offering more competitive exchange rates than the high street banks, as well as an exceptional customer experience for those moving money into or out of the UK to fund property transactions. Speak to our local team who will put you in touch with the Key Currency team.

Removals

Doree Bonner International is one of the most recognised international removals companies in the UK. Their teams of expert removal professionals and handpicked network of reputable overseas agents deliver the full range of packing, moving and storage services domestically and internationally. Please visit hamptons.co.uk/about-us/csr to enquire.

Utility Transfers and Administration

Our home setup partners, Just Move In, provide a complimentary service for all Hamptons customers. They aim to make every move easy, saving eight hours and up to £600 on average by sorting the time-consuming admin involved with moving house and sourcing the best deals on utility suppliers, council tax, Royal Mail redirection, storage, insurances and more. Visit hamptons.co.uk/justmovein to begin your journey through a smoother move.

Capital Private Finance

Should you be interested in raising mortgage finance, our FCA regulated partners at Capital Private Finance offer a discreet, professional and tailored service for those seeking to purchase a property, re-mortgage an existing property or create, expand or leverage a buy-to-let portfolio.

Please visit hamptons.co.uk/services/mortgages-and-finance to arrange an initial conversation.

Limited company set up

If you're looking to set up a buy-to-let company for an investment property or portfolio, our specialist partner GetGround offers a bespoke service to landlords investing in the UK, providing assistance with everything from helping set up a property company to understanding the most tax-efficient options and managing legal documentation. Please visit hamptons.co.uk/services/buy-to-let-company-services to enquire.



{ MOVING IN DAY

Inventories

Before you move in, we may conduct a professional inventory check in with you which records the condition of the property and its fixtures and fittings. If you can't attend the inventory check in then make sure you have a good look around the property as soon as you can and before you move your belongings in.

If you notice anything not highlighted on the inventory, take a photo and report it to us or your landlord, regardless of how minor it is. Ideally ask for the condition to be agreed in writing in return, and keep any communication relating to this. Whilst you're eager to move in, it's important to check the property's condition to ensure there are no deposit disputes at the end of the tenancy.

Smoke & Carbon Monoxide alarms

In England, all alarms and detectors must be tested and working on the first day of the tenancy by law. This can be done alongside the inventory and confirmed in the report. The legal requirements vary across the UK but Propertymark's landlord safety guide provides more detail.

Meter readings

Remember to take meter readings before you start to unpack your belongings and notify the relevant utility companies of the gas, electricity and water reading along with your move-in date so then they know what the previous tenant owes and what your readings were on day one. Our partners Just Move In can assist here and if your landlord has opted for the property to be managed by Hamptons, your property manager will work with you to arrange this.

{ DURING YOUR TENANCY }

Your rights & responsibilities

As a tenant, you are expected to occupy the property by doing things that a normal householder should do, such as:

- Regularly cleaning the property
- Keeping the outdoor space tidy and in seasonal order if you have one
- Changing lightbulbs
- Not allowing baths and showers to overflow
- Regularly testing smoke or carbon monoxide detectors and changing batteries when required
- Not putting things down sinks that may lead to them getting blocked
- Keeping gutters and drains from getting blocked
- Keeping the property well ventilated and heated appropriately to prevent damp and mould
- Insure your belongings

The tenancy agreement requires you to pay your rent on time, in the way specified, without any deductions. You should also check your tenancy agreement regarding if you receive any mail for your landlord as some may request for you to forward items on.

During the tenancy and subject to reasonable notice (usually 24 hours) you should enable the landlord, tradespeople and our team to inspect the property.

You are also entitled to 'quiet enjoyment' and shouldn't expect unannounced visits from your landlord, just as your neighbours should not be unnecessarily disturbed either.

Repairs & maintenance

If maintenance issues arise, it's your responsibility to let the landlord know if your property is not managed by us, or let us know if your property is managed by us via myaccount.hamptons.co.uk/login so that a repair can be arranged and any reasonable action can be taken to limit any damage. For example, if there's a burst pipe, you should try to switch off the water to reduce any damage.

If an emergency repair is required, such as an issue with the heating or plumbing, your property manager will supply the contact details.

If contractors need to resolve an issue, access to the property should always be confirmed with you in advance before attending the property. You should not attempt to undertake any repairs, even if you are qualified to do so, to avoid causing you harm, additional damage to the property or potentially invalidating the landlord's insurance. The landlord has a reasonable amount of time to make certain repairs such as waiting for quotes before instructing works to be carried out.



{ WHEN YOUR TENANCY ENDS

Renewing your tenancy

Even though a tenancy agreement has an end date, the agreement between you and the landlord only comes to an end once you have vacated the property. As the initial agreement nears the end, there are two options if you wish to stay:

- Renew your fixed-term contract
- Move to a rolling tenancy

In most circumstances our Renewals team will contact you to see if you wish to renew your fixed-term contract. If you wish to renew, the contract is formally extended with a written agreement, and further terms and a period of time is agreed, often having the same fixed-term as the original agreement. If you need a different length of term or wish to include a break clause, you will need to have this included within the new agreement.

If you move to a rolling tenancy, it becomes a statutory periodic tenancy and rolls, according to the rent period. If your tenancy is paid monthly, it will roll from month to month.

In some circumstances this can be useful, however it doesn't give you or the landlord the security of knowing how long the extended stay in the property will be for, as the tenancy can be ended by either party at any time, as long as the required notice period (often two months) is given. The benefit is that both parties don't need to do anything unless they want the tenancy to end. If the landlord wants to increase the rent as part of the renewal process, they would need to agree with you as to what the terms are, including the cost of the rent, before the extension is signed. Alternatively, the tenancy agreement may already include a renewal clause specifying the rent for a renewal period. If this is the case then everyone would need to have agreed to this in the signed original tenancy agreement.

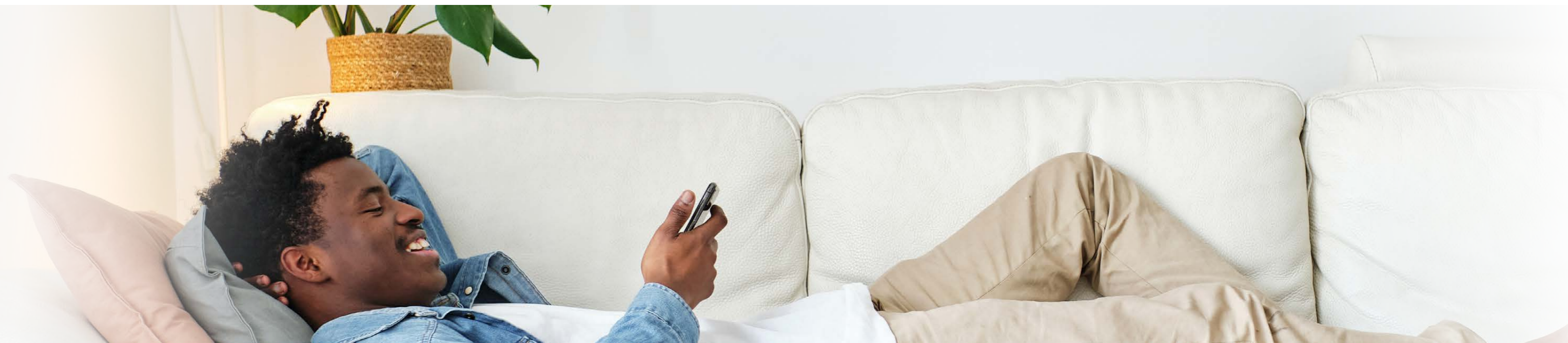
Ending your tenancy

If you want to end the tenancy during the fixed-term rather than at the end, you can only do so if there is a break clause in the agreement. Where break clauses are mutual the landlord is legally required to give a specific notice period under an AST contract and you as the tenant are normally required to do the same.

If you have a break clause in your agreement and would like to use it, you should send your notice in written form to the landlord or to us if we manage the property. If sending it in hard copy, your tenancy agreement will have the address this must be sent to, and it's recommended to send an electric copy too.

If the contract doesn't include a break clause but you still need to end the tenancy, you should discuss the issue with the landlord or with us as the landlord may allow you to be released from the contract early, subject to covering their reasonable costs for doing so and any rent they may lose out on. If you are not the only tenant in the property, replacing yourself on the contract with a new person could be an alternative option.

If you plan to leave the property on the final day of the tenancy, there isn't a specific notice period, however, you should give the landlord or us enough notice to be able to remarket the property.



{ PREPARING TO MOVE OUT

Once notice to end the tenancy has been served, either by you or the landlord, you will need to prepare for your next move and the landlord will likely start their search for a new tenant.

Your tenancy agreement will normally allow the landlord or us to conduct viewings in the last few months of the tenancy, as long as suitable notice is provided, and so you will need to accommodate this.

Never underestimate the amount of time it takes to pack your belongings, and clean the property and have the check out completed before your departure. In the weeks leading up to moving out day, start by collecting any boxes or packing items that you may need and start packing up items that you won't need again until after your move. This is the perfect time for a clear-out so if there are any unwanted items, make sure you leave enough time to dispose, recycle or donate them as on moving day you'll have many other things to think about. Why not look at our Move & Give initiative, in partnership with Doree Bonner International and Mind, making it easy for our customers to donate unwanted items on the day they move out. Visit hamptons.co.uk/moveandgive for more information.

When you leave the property, the cleanliness will be assessed and if it doesn't meet the required standard, the cost for a professional clean may be deducted from your deposit. Ensure you check your tenancy agreement for details of what is expected, but if you're required to get a professional clean and

are unsure of who can help, ask your local lettings branch if they can recommend anyone. By doing this, you can be sure that the service will cover the expected standard of cleaning.

Moving out day

An inventory check-out will be undertaken as part of the final property inspection, after which you will need to return the keys to the property.

Make sure that all inventory items are in their original position so they can be easily found. The property should be returned in the same condition, allowing for reasonable wear and tear. Any items left in the property once you have returned the keys may be disposed of by the landlord.

During the check-out, ensure at least one tenant is present in case the person carrying out the inventory has any questions relating to the condition or they cannot locate certain items.

Ensure you keep receipts for any items that you have had replaced or cleaned at the end of the tenancy as you may need to show these when settling your deposit.

Make sure to settle all utility bills and set up mail redirection as you will no longer have access to collect post once you have vacated the property.

Getting your deposit back

There are several ways to pay rent but if you used an automated payment such as a standing order, remember to cancel it once the final payment has been made.

The final rent payment should be made in accordance with the contract and not left to be deducted from the deposit, as this may affect your reference for any future tenancies.

At the end of the tenancy, you will receive the return of your deposit subject to there being no reason for potential deductions. There may be an element of negotiation around the cost but the landlord cannot take the money without your consent. Fair wear and tear need to be considered in the cost of making good or replacing items. If you are unable to reach an agreement you can refer the matter to the deposit scheme which will apply their Alternative Dispute Resolution (ADR) process and both parties will need to submit evidence to the relevant deposit scheme to substantiate their claim. This process is free and the tenant has 90 days in which to raise a dispute.

Useful information

[The Government's How To Rent Guide](#)

[Propertymark's Smoke & Carbon Monoxide Alarms Landlord safety guide](#)





[hamptons.co.uk](https://www.hamptons.co.uk)