



The rental market in the UK specially in London is fast-moving and incredibly competitive, so good preparation and a thorough knowledge of the lettings process are key to securing the right property.

Therefore, we have put together a simple yet comprehensive guide to renting, which will take you through each stage of the lettings process; from finding the right property to securing a property and understanding your rights and obligations are given here.

Please read this document thoroughly, the information contained within will help the Tenancy run smoothly, 99Home Ltd is here to help you with every step of the lettings so if you have any doubts or questions do not hesitate to contact us at 02035000999 or simply email info@99home.co.uk

Tenants, as well as Landlords, have a part to play in maintaining the standard of the accommodation by complying with fair terms of tenancy; you can create correct and amicable relationships with your Landlord and ourselves, as their agents.

Therefore, we have put together some basic information and tips to assist you in renting accommodation

About your Tenancy

This summary does not contain the full terms and conditions of your Tenancy (a copy of this will be given to you at your 'sign up' appointment – this is when you sign the Agreements and collect the keys to the property). It is important that you take time to read the Tenancy Agreement thoroughly as you will be bound by these terms for the duration of your tenancy and occupation of the property.

Firstly, if we have been asked to only let the property and not deal with rent collection or management, you will have been given full details of your Landlord. In this instance, the Landlord will take over the management of the property and you will deal directly with him/her. However, your first rent, holding deposit, and main deposit of the tenancy must be paid to our company only.

Where we are acting as the managing agent, you will be dealing with us rather than your Landlord, although from time to time you may have contact with your Landlord.

The Landlord

Landlord and Tenant Law prevail under UK law and as such your tenancy will always be between Landlord and Tenant.

38A Court Parade, East Lane, Wembley, HA0 3HS
Reg. Eng. 10469887, TPO Membership Number: D14309

0203 5000 999

info@99home.co.uk

www.99home.co.uk

The Landlord is the legal owner or Trustee of the property and is granting you the Tenancy to occupy the property for the return of rent and for some time.

Type of Tenancy

You will have signed an Assured Shorthold Tenancy under the Housing Act 1988 (as amended by The Housing Act 1996). This type of tenancy is the most common form of agreement now used by Landlords.

Duration of the Tenancy

Normally we create tenancies for a **minimum** period of twelve months (though this period may differ in some instances according to the Landlord's instructions) and thereafter the tenancy will run on a month-to-month basis. You are liable to pay the Landlord the rent for the full minimum term of the tenancy, and if continuing, then monthly thereafter.

Rental Due Date

This is the date from which the tenancy commences and the date that your rent is due. You are obligated to pay your rent each month in cleared funds before this date.

RIGHT TO RENT CHECKS

Please complete this link and provide us with the share code to check your rights to work.

<https://www.gov.uk/prove-right-to-work>

Please complete this link and provide us with the share code to check your rights to rent.

<https://www.gov.uk/prove-right-to-rent>

As of 1st February 2016, Landlords must check that all people aged over 18 living in their property as their only or main home have the right to rent. We will need to make copies of your documents to confirm your identity, immigration status, and possibly your employment status.

Should you reserve a property and not be able to provide the documentation requested by the time you move into the property, we have the right to cancel your application and any monies paid will not be refunded.

When signing this document you will be confirming the following:-

1. All adult occupiers of the Property maintain a "Right to Rent" as defined by the Immigration Act 2014 at all times during the Term
2. That you shall, promptly on request by the Landlord, comply with such checks and provide such documents certifying the Right to Rent of all adult occupiers as are reasonably required by the Landlord
3. Where any adult occupier has a time-limited right to rent you shall provide to the Landlord proof of their continued Right to Rent as is reasonably required by the Landlord from time to time

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4. You shall notify the Landlord promptly if the immigration status of any adult occupier changes such that the Right to Rent is lost
5. You will be responsible for any checks required to satisfy the Right to Rent requirements under the Immigration Act 2014 about any sub-letting or licence the Tenant grants, whether authorised by the Landlord or not

Fact sheet: Right to Rent Immigration Checks

6. Under the Immigration Act 2014, since 1 February 2016, all landlords of privately rented accommodation in England have been required to carry out Right to Rent checks for new tenancy agreements to determine whether all adult occupiers aged 18 and over have the right to live in the UK
7. Right to Rent checks must be carried out by private landlords; people with a lodger; people who are sub-letting a property or agents appointed by a landlord to make Right to Rent checks
8. The landlord may, in writing, agree with an agent who is responsible for conducting checks. The agent can then carry out the checks and where necessary, make a report to the Home Office. The agent must also report back to the landlord
9. Acceptable documents revised
10. On 6 April 2022, a new Code of Practice came into force with revised lists of acceptable documents. Holders of biometric residence permits and cards now need to offer their immigration service share code in place of a hard copy document. The new Code of Practice paves the way for the introduction of identity service providers (IDSPs)

Enforcement of Right to Rent checks

11. Landlords and agents who can show they have correctly conducted an initial Right to Rent check and any follow-up check have a statutory excuse against a penalty. For not carrying out checks in the proper manner, agents will be liable for a criminal or civil penalty depending on the circumstances
12. Agents can be liable for either penalty for not meeting their legal requirements of conducting Right to Rent checks on behalf of a landlord. It should be made clear within the agent's business terms who is responsible for the initial check and any follow-up checks for those with a time-limited Right to Rent

Be aware of Frauds and act smart while dealing with Lettings & Sales :

Fraud warning: *We (99Home Ltd) strongly suggest to all prospective clients and viewers of the properties, that they must make payment to 99Home Ltd only to secure the property i.e. Holding Amount (1 Week's worth of rent), Deposits (5 / 6 Weeks Tenancy Deposit) or Advance 1st Month Rent or any payment towards the property. You (Client / Tenant) must not pay directly the funds (Money) to the landlord / any other agent acting on behalf of the landlord/person showing you the property to secure the tenancy or to sign up the tenancy. Should you find such a request for payment or any suspicious activity you must report it to us in writing or simply contact our office via phone or email.

The bank details provided to you will be coming only via email and those emails must be coming from the company (99Home Ltd)'s domain only, if you find any discrepancy or doubt

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you must call our dedicated landline number and check the authenticity of the account number before making payments. DO NOT make any payment directly to the landlord or the seller. Be cautious of emails or messages asking you to transfer funds to any account, please contact us by telephone immediately to verify the authenticity of the communication and under NO circumstances action the request. If you paid any deposit or rent to 99home, we will release the funds to the landlord once you have moved in. Your safety is our top priority!

Cleared Funds

Cleared funds is an expression that means the funds are free to be used, so if paying by cheque, it usually takes 5 – 7 working days for us to be able to pay your Landlord – to ensure that the cheque is honored by your bank. Therefore, the rent must be paid allowing enough time for the clearing of the cheque by the rental due date.

Payments and standing orders made directly from bank accounts can take 3 – 5 days to reach our bank account, therefore, for instance, if your rent is due on the 1st of each month your standing order should be arranged with your bank for the 25th of the previous month. This will ensure it reaches our bank account by the due date.

Joint & Several Tenancies and Liability

If there is more than one name on the tenancy agreement then the tenancy is called a joint tenancy, therefore the named tenants have Joint and Several Liability of the Tenancy. The rent will be a single figure also the deposit will be quoted as a single figure.

This means that if one party were to vacate before the end of the expiry of the tenancy, the remaining tenant(s) would be liable for the full rent and terms of the tenancy.

Also, if one party does not pay their share of the rent, the other(s) are equally liable for the arrears, or if one party damages the property, fixtures, or fittings, it will be treated as all of the tenants have damaged the property, fixtures or fittings. Even a couple signing a joint Tenancy will be treated in this manner. Therefore, it is most important that you are happy to share the property with your co-tenants before signing a Tenancy Agreement.

As the deposit is a whole amount, the person vacating will not receive their part of the deposit back until a “top up” has been made by the remaining Tenant(s).

Moving In

As soon as you move into the property, you will need to deal with the following

1. Read the electric, gas, and if applicable water meters and inform the utility companies of the readings. Meter readings are taken and noted on the inventory for the property, but as there is sometimes a delay between us taking the readings and the tenancy start date, it is best to take the readings immediately
2. Check the inventory/condition report for any discrepancies. Should you wish to make any comments, please detail them on this document and return a copy to us within 5 days of your occupation of the property. If we have not received an amended copy within this time, we will take it that you agree with the printed copy. We will not be

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able to take any comments from you after this timescale and the inventory will then be used as the basis for your exit inspection against unfair wear and tear

Should you have any queries or problems with your occupation, please contact us as soon as possible. From experience, we understand that moving can be a stressful time for all, and therefore, we will try and act as quickly as possible

Pets

Unless you have negotiated the keeping of a pet(s) on the property, you will not be allowed. It will be regarded as a breach of tenancy if you allow a pet or animal to be kept at the property without consent from the Landlord/Agent.

Therefore, if you don't have written permission, do not keep pets on the property!

Smoking

The tenant will not (nor allow others to) smoke inside the premises, smoking is permitted outside, but any ash or waste must be cleared away and left tidy.

Tenancy Deposit Scheme (TDS)

At the end of the Tenancy the deposit may be held by the Agent for various reasons including the following: failing to observe the terms and conditions of the agreement, such as damage, or for compensating the Landlord for damage to fixings, fittings, or for missing items as detailed on the inventory/schedule of condition – subject to apportionment or allowance for reasonable fair wear and tear and the age and condition of each and any such item at the commencement of the Tenancy, including the cleaning of the premises, its fixtures, and fittings.

Any unpaid accounts for utilities/standing charges, water charges, environmental services or similar services, and council tax incurred at the property for which the Tenant is liable under the agreement.

Any rent or other money is lawfully due or payable by the Tenant under the agreement of which the Tenant has been made aware and remains unpaid at the end of the tenancy.

If the Landlord suffers any loss or damage directly arising from unfair wear and tear, damage or the negligence of the Tenant they will seek redress and compensation using the normal means including court action. This does not remove the Landlord's liability under the provisions of Section 4(2) Defective Premises Act 1972.

Inventory

Depending on our instructions you may be provided with an Inventory and Schedule of Condition.

This is a very important part of the process. You must check off all the items on the inventory and make notes of any existing damage or wear.

Even if you have not been given an inventory, it is a must that you take photographs and note the condition of the property as soon as possible. A copy should be sent to us.

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DO NOT overlook this vital part of the tenancy process.

Insurance

Under normal circumstances, the Tenant's contents will not be covered under the Landlord's insurance policy. Therefore you should make your arrangements for cover. You should cover fridge/freezer contents, as this can be costly to replace in the event of electrical power failure or other problems.

You will not be able to claim against the Landlord.

Noise/Anti-Social Behaviour

In certain properties, such as converted houses into flats, there is a greater risk of impact noise due to the construction of the property.

Therefore, laminate flooring is now considered a problem in this type of property and should not be laid.

Loud music/parties are very well on private grounds, but in flats, semi-detached and terraced houses can cause a nuisance and annoyance to neighbors. Be considerate of your surroundings and neighbors.

If there has been cause for complaint, address the neighbors courteously and try to reach an amicable agreement on the level of acceptable noise. However, you have to live, so someone cannot argue about you walking, talking, laughing, etc.

Refuse Collection

Do not allow rubbish to mount up in the back garden, this only encourages rodents and other unwanted pests to frequent the area. Also, any cost for removal of this rubbish will be charged to you.

Repairs

You can report a repair request in several ways

Telephone: 0203 5000 999

Email: info@99home.co.uk

Frequently asked questions regarding repairs

Q. My drain is blocked, will you send someone to clear it?

A: The Landlord is responsible for keeping all drains, gullies, down pipes, etc in working order, **BUT** if you put materials down a pipe, drain or gully that will potentially block it also such as grease, fats, etc. or sanitary towels, baby wipes, etc. down the toilet, then you will be responsible to pay the bill for the clearing and cleaning and clearing of the gutters etc.

Q: My roof is leaking, what do I need to do?

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A: The Tenant is responsible for informing the Landlord of any problems that would cause further damage to the property. So you should immediately contact us so that we can arrange a repair as soon as possible.

Q: Am I allowed to decorate?

A: Tenants often believe that they could personalise their accommodation by decorating themselves and in so doing would please the Landlord. **PLEASE DO NOT DO IT WITHOUT AUTHORISATION.** The Landlord may not wish to have the current color scheme changed. You are responsible for the upkeep of the decoration during the term of your Tenancy and must not let it deteriorate due to smoking, condensation mould, or other damage, blu tack and similar products will damage walls and any necessary redecoration costs will be deducted from the deposit.

You are responsible for minor repairs to the property – i.e. keeping the property in a tenant-like manner. Therefore, a replacement tap washer, for instance, would be your responsibility.

Health and Safety

In certain types of accommodation, such as Houses in Multiple Occupation (HMO) there is a requirement for the Landlord to provide fire-fighting equipment for your safety. These are **NOT** toys and should be regarded as your lifeline.

DO NOT set off fire extinguishers for fun. If you do have cause to use an extinguisher or blanket **INFORM THE LANDLORD OR AGENT AS SOON AS POSSIBLE.** This is for two good reasons, 1 the equipment will need refilling or replacing, and 2 the insurance company may need to be informed.

Smoke alarms are only as good as the batteries in them. You will be responsible for the replacement of the batteries. Don't get caught out – **press the button and test them once a week.**

Self-closing mechanisms on fire doors we all know are a pain – you are carrying a tray and it slams in your face! However, these are designed for your safety and well-being – **DO NOT** tamper with the springs or remove them altogether. They are costly items to replace and reset and this cost will come back on to you. They are there for a good reason as they will prevent the spread of fire enabling you to vacate the property more safely.

If the property has an automatic fire detection system, make sure that there are no faults on the panel and that no one has broken the sounders or call points.

ALWAYS CHECK YOUR MEANS OF ESCAPE – this will normally be through the centre of the property and out through the front or back doors.

Animals/Pets

Due to the damage that some animals cause to properties, not only physical but also noise and nuisance, some Landlords may not allow animals or pets such as cats and dogs. If such an agreement is made to keep an animal you will have to pay a higher deposit to cover any damage, you will also be requested to have call carpets professionally cleaned at the end of

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the Tenancy, this is for parasites such as fleas or ticks, but also the next person moving into the property may be allergic to pet hairs.

Always ask us or the Landlord first before allowing any animals into the property.

Condensation or Damp?

Many Tenants report that the property is damp as mould growth has appeared.

What is condensation?

Condensation in a building usually occurs when warm air comes into contact with a cold surface. The air is cooled below its saturation point causing its excess water vapour to change into liquid water. The condensed water usually appears as water droplets or water film on non-absorbent surfaces such as windows or tiles. This form of condensation is described as surface condensation.

Conditions for condensation

Condensation in dwelling houses is mainly a winter problem particularly where warm moist air is generated in living areas and then penetrates into colder parts of the building. Water vapour is produced in relatively large quantities, water is then condensed on the underside of the timber floor, this will often induce timber decay of the wooden floor.

The causes of condensation

In dwelling houses, condensation is related to modern living standards, economic pressure, and changing building design. The main cause of condensation is naturally the generation of moist, warm air by domestic activities. Moist air can come from cooking, bathing, washing, and drying clothes indoors as well as paraffin heaters and flueless gas heaters – up to 17 liters of water can be produced daily in some homes!

In certain areas such as bathrooms and kitchens the moist, warm air can spread to cooler parts of the house to condense on cold surfaces.

The effect of moisture generation is further aggravated by the way houses are ventilated – it is theoretically possible to avoid condensation by adequate ventilation. Up to the late 1960s, there was natural ventilation in many homes because of the lack of double-glazing, poorly fitting windows and doors, and open fireplaces for instance. Present attitudes have eliminated natural ventilation by the use of double-glazing, draught excluders, fitted carpets (preventing air movement up through suspended wooden floorboards), and the removal of open fireplaces with the introduction of central heating systems. To put it simply, buildings have been effectively sealed and provide ideal conditions for condensation to occur.

Unoccupied and/or unheated throughout the greater part of the day allowing the fabric of the building to cool down, the moisture-producing activities are then concentrated into a relatively short period. This sudden increase in warm air can produce condensation as the air comes into contact with the relatively cold structure, which is still warming up.

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Mould Growth

Mould growth will appear on any damp surfaces such as plaster, wallpaper, and timber and is associated with condensation problems in many buildings. It is unacceptable because of appearance (unsightly growths of various colors – greens, yellows, pinks, black, grey, or white).

There are many factors for such growth. It is agreed that 'black mould' will settle on damp areas. However, the main cause of such mould can be one of the following reasons.

Drying clothes; particularly on radiators can increase condensation unless you open a window to compensate and allow the air to flow

Tumble Dryer; if this is not vented out of the property moist air will circulate and settle on cold surfaces producing condensation. Unless this is wiped off, mould can form

Doors; keep bathroom doors shut when bathing or showering and kitchen doors shut when cooking

Windows; keep windows open when bathing, showering or cooking

Portable Gas Fires; under no circumstances should these be used in rented accommodation for this reason. They are also extremely dangerous; **carbon monoxide**

Extractor Fans; these should be used when appropriate

Cupboards etc: if these are placed too close to walls, air cannot circulate, and therefore mould growth will form on walls; always allow a suitable gap

Electrics and Fires

Common sources of fire in homes can include:

Drying clothes over or too close to fires. Not attending to cooking appliances. Damaged cables or flexes.

Overloading sockets.

Remember, always use the correct fuses in plugs for the appliance.

Gas

If the property has gas appliances supplied by the Landlord these will require an annual Landlord's Gas Safety Certificate to check for safety. It is a criminal offence for a Landlord not to have the appliances serviced and records kept of any faults or repairs.

As a Tenant, you also have the responsibility for allowing access for engineers to carry out safety checks on the appliances. If you don't you are putting your lives in danger.

There will be plenty of notice given to Tenants of a visit and even telephone numbers to contact the engineer to make a suitable appointment.

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Don't forget that contractors hate wasted journeys the same as you do, so if an appointment is made, keep it. If you can't, phone the engineer or the agent **in good time**.

If you smell gas

- Please extinguish any cigarette or any naked flame.
- Turn off the gas supply at the meter, familiarise yourself with the gas tap by the meter as soon as possible after moving in
- Open windows for ventilation
- **Do not** turn any electrical appliance on or off
- Leave the property
- Telephone **Transco** to report the gas leak and listen to their instructions

Tel: 0800 111 999

Should any gas appliance break down, please do not repair it, contact us and we shall send a qualified Gas Safe registered engineer to attend to the fault.

Water

Make sure that you know where the stopcock is located. The location of this may be listed on your Inventory

Make sure that all drain plugs are removed when the property is unoccupied. If you are away for long periods, please turn off the water supply at the stopcock. Please inform us of any long stay away from the property (i.e. 3 weeks or more) so that suitable arrangements can be made in winter for frost protection etc.

Washing Machines

It is always advisable to turn off the taps when the appliance is not in use.

If you use washing powders, please clean the dispenser trays and any filters after use at least once a month.

Security

Please ensure that all doors and windows are closed and locked at night and when the property is left unattended and use any security devices at the property.

If the property has a keypad alarm and you change the combination, please inform us or the Landlord to avoid any unnecessary problems with authorities.

Keys

Please use common sense regarding keys, take all labels associated with the keys of the bunch. If keys are lost or stolen you will be responsible for the replacement of locks and additional keys.

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On vacation of the property, **do not** leave the keys in the property or with any other person. Please return them to our office. Costs will be incurred if keys are not returned to us. There will be a charge of a day's rent for every day the keys are held by the Tenant until they are returned to us or the Landlord.

Gardens

During the growing season, lawns will need to be cut every 7-10 days, this will ease the problems of overgrown and unsightly gardens. Under the terms of your Tenancy, you are responsible for cutting lawns, keeping shrubs and trees, etc. pruned and tidy, and keeping the garden free from weeds. Do not cut down any trees or take up shrubs.

We expect the garden to remain in a suitable condition throughout the tenancy and on vacating the property.

Parking

Do not obstruct other parking spaces, garages or drives. Acquaint yourself with the designated parking areas. If there is a resident parking permit required for the parking area, there are normally obtained directly from the local authority. Your local authority and their telephone number should be listed at the end of your Inventory.

Guidelines for Cleaning Requirements at the End of the Tenancy.

Following calls from Tenants asking what is expected of them for the return of their deposit on vacating the property, there is often a problem when it comes to expectations of cleaning.

Therefore we have put together some pointers for your information. Starting in the two main areas of importance, kitchen and bathrooms.

Kitchen

- Floors: vinyl and laminate flooring or tiles should be cleaned and free from grease or food residue
- Cupboards: should be cleaned inside and out and free from food residue, please also clean the handles
- Appliances: ovens and hobs should be free from grease, and food residue and in a readily usable condition
- Fridges and freezers: should be defrosted and cleaned with a mild cleaning agent. Any food should be removed and properly disposed of. The appliances should be turned off and the doors left open to avoid mould
- Microwave ovens: should be cleaned and free from grease
- Crockery etc: any crockery or cooking pans should be washed and in a clean and ready-to-use condition
- Work surfaces etc: should be cleaned and disinfected and ready for future use

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Bathrooms

- Sanitary ware, toilets should be cleaned and bleached, baths and sinks should be free from soap marks and limescale, and showerheads should be free from limescale
- Wall tiles and grouting – should be cleaned and free from mould, mildew, or soap residue
- Flooring – should be washed with a mild bleach solution leaving free from dirt or spillage.

General

- Flooring: all carpets should be vacuumed and if soiled or if pets have been kept at the property (whether the carpets are soiled or not) should be professionally cleaned (not just applying DIY products). Vinyl, laminate, and tiled flooring should be vacuumed and washed leaving the surfaces free from dust, grease, marks, and spills
- Skirtings and sills need to be clean and free from dust, marks, condensation mould, and cobwebs
- Walls should be free from condensation mould, and damage, any picture hooks, screws, etc. can be left in place, however, if you remove the picture hooks, screws, etc. you must fill and paint in the same colour. Damage to wall coverings, such as wallpaper will need to be addressed accordingly
- Windows should be cleaned inside and outside and should be free from condensation mould
- Rubbish all rubbish, unwanted items of furniture, and unwanted personal items will need to be removed from the property and disposed of properly – the council can be contacted to arrange for a collection if required or we can ask our handyman to remove the goods – a charge is applicable in both instances
- Gardens grass should be cut and left in a suitable condition (i.e. growth of no more than 1 week during the growing season), shrubs trimmed and tidied and weeds removed, old furniture, barbeques, etc. must also be removed

Fair Wear and Tear

We accept normal wear and tear for the period of your occupation, but please note that replacement of any damaged item(s) where it is either severely or extensively damaged beyond economic repair or, its condition makes it unusable; damage, breakages, cleaning and re-decoration will result in deductions from your deposit.

Fair wear and tear means making an allowance for

1. The original age, quality, and condition of any item at the commencement of the tenancy

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2. The average useful lifespan-to-value ratio (depreciation) of the item
3. The reasonable expected usage of such an item
4. The number and type of occupants in the property
5. The length of the Tenant's occupancy

I Want to Leave, What Do I Do?

If you are still in your fixed term (the initial **minimum** period, which is usually six months) of the tenancy, you will be required to pay for the rent until the end of this term. **This is a contractual obligation.**

However, some Landlords may be willing for you to vacate and still pay the rent and any reasonable re-letting charges until a new Tenant is found and signs a Tenancy Agreement. Then you will be released from the Tenancy.

If the fixed term is close to the end or is completed, you can give one month's notice to vacate, which must be in writing and signed by you to us or the Landlord on the date specified in your Tenancy Agreement.

This will set in motion the process of ending the Tenancy and vacating the property.

During your notice month, you will be required to show prospective tenants around the property or allow us to do so.

Property licensing for landlords

Landlord Licensing & Rules applies to tenants too

Most private rental properties in London Borough now require a licence, the extended landlord licensing scheme is to help raise standards in the private housing sector, creating high-quality and affordable accommodation for all London boroughs of residents.

In the nine months up to August 2016, Brent raided over 100 unlicensed properties and successfully prosecuted 35 landlords. Landlords and agents running unlicensed properties will eventually be caught and prosecuted. If you fail to get a licence, you could receive an unlimited fine and be given a criminal record.

Being tenants you must check whether your property requires licensing or not to secure yourselves, you may read about the different types of licence below or go on the local borough's website to find out.

Landlord licence types explained

Mandatory Licensing Scheme

This applies to houses in multiple occupations (HMO's) of three or more storeys occupied by five or more people, making up two or more households.

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Additional Licensing Scheme

This applies to all privately rented properties occupied by three or more people making up two or more households, regardless of the number of storeys in the property.

Selective Licensing Scheme

i.e. in the London Borough of Brent, All privately rented properties in the Harlesden, Wembley Central, and Willesden Green wards must have a property licence.

Landlord Licensing is not the tenant's responsibility however it is better to be aware and follow the right practice of lettings and rules and regulations, if the property is licensed by your landlord you must get a copy of license and a guidance book provided by the local authority and read it carefully.

Remember in some cases the tenants may be liable for penalties or face consequences involved due to a breach of the landlord licensing.

Importance of How to Rent guide to the lettings process

Serving the guide to tenants is a key part of the lettings process and one of the many steps that 99Home's platform automates anyways, however, it is also essential you either download it from our website, ask a member of the staff so you stay safe, knows everything about lettings and your rights as tenant(s).

When the guide needs to be given to tenants

The latest available version of the guide, issued by the UK Government in March 2023, needs to be shared by a letting agent or landlord with tenants in England when their new assured shorthold tenancy starts.

The guide outlines everything a tenant needs to know, from how to search for a new home and what they need to do once they've found one, through to their rights and responsibilities when living in the rented property, and then how to end the tenancy.

This is a legal requirement under the [Deregulation Act 2015](#). The guide can be printed to give to the tenant or sent via email, with the tenant's permission.

02 Oct 2023

[How to Rent guide changes](#)

The Department for Levelling Up, Housing and Communities (DHLUC) has updated the How to Rent guide, one of the prescribed documents that agents need to issue pre-tenancy and renewal in England.

Renewing a tenancy or transitioning to a periodic tenancy

Landlords or letting agents won't need to provide the document again when the contract is renewed or moves to periodic unless the guide has been updated since the contract originally started.

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What if the guide is served to the tenant at the wrong time or not at all?

To [evict a tenant with a Section 21 notice](#), a copy of the *How to Rent* guide should be provided at the right time, which is before a tenant moves in. If that hasn't been done, then a notice won't be able to be served.

If tenants don't receive the document before their new tenancy starts, it could invalidate the Section 21 notice to evict. However, issuing a [Section 8](#) notice will be unaffected by the *How to Rent* guide process.

Stay compliant with the *How to Rent* guide

The UK Government's website has the latest version and logs dates updates have been made. This will help to view changes since it was issued for a tenancy, particularly for a tenancy renewal.

To avoid any mistakes, download the latest version from the UK Government's website to share at the start of each tenancy too.

It is important to keep an audit trail of what tenants have received. Ask them to sign a document to confirm receipt and keep track of any email communication.

Death of a tenant

Dealing with these situations can be difficult and sensitive, especially if you are aware of the tenant's passing before relatives are informed. We've outlined steps you can take to bring the tenancy to an end.

Notify the executor or next of kin

Contact the executor of your tenant's estate or their next of kin to inform them about the situation. You may need to request official documentation, such as a death certificate, to officially confirm the tenant's passing

Maintain open lines of communication with the executor or next of kin throughout the process. Discuss your intentions regarding the tenancy termination and any outstanding matters, such as rent payments or the return of the tenant's possessions

Review the tenancy agreement

Carefully examine the tenancy agreement to understand the terms and conditions regarding termination due to the tenant's death. It may specify specific procedures or obligations

Secure the property

Ensure the property is secure and arrange for any necessary maintenance to prevent unauthorised access

Serve notice

If required, serve notice to end the tenancy according to the relevant legal requirements. The notice period and procedure will depend on the type of tenancy agreement in place (e.g., periodic tenancy, fixed-term tenancy) and the applicable laws in your area. Your solicitor can guide you through this process.

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Document everything

Keep thorough records of all communications, notices served, and any relevant documents exchanged between you and the tenant's representative.

For more information contact 02035000999 / info@99home.co.uk

Smoke and Carbon Monoxide Alarm Regulations guidance issued

Guidance to support agents, landlords, and tenants in England to prepare for the changes to the Smoke and Carbon Monoxide Alarm (Amendment) Regulations 2022 when they come into force on 1 October 2022 is now available.

Guidance for landlords and tenants

Issued by the Department for Levelling Up, Housing and Communities, the guidance booklet is not an authoritative interpretation of the law but is intended as a general guide, with FAQs included. It provides information about the requirements, who they apply to, and how they are enforced, covering the most common situations.

Amended Regulations

The updated Regulations contain some subtle but significant changes for agents and landlords working in the PRS and have been coming down the line for some time.

Agents should ensure they fully understand the Regulations begin the installation of new alarms repair existing alarms and update their property management practices accordingly and without delay. There is no transitional period after 1 October 2022 and any landlord found to be in breach could be fined up to £5,000.

The new Regulations mean

- All landlords must ensure a carbon monoxide alarm is provided in any room used as living accommodation that contains a fixed combustion appliance (excluding gas cookers).
- All landlords will be legally obligated to ensure smoke alarms and carbon monoxide alarms are repaired or replaced once they are informed and the alarms are found to be faulty.

More information

[**View the Smoke and Carbon Monoxide Alarm \(Amendment\) Regulations 2022 guidance**](#)

Tenant deposits: A guide for letting agents

Managing tenant deposits is a crucial part of any letting agent's responsibilities. Ensuring compliance with regulations and safeguarding both landlord and tenant interests requires meticulous attention to detail and a thorough understanding of the deposit protection process. This guide delves into key practices and considerations for handling tenant deposits effectively.

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1. Timely registration is paramount

One of the fundamental obligations of letting agents is to register tenant deposits of relevant tenancies with a government-approved deposit protection scheme promptly.

In England, Scotland, and Wales, this must be done within 30 days, while in Northern Ireland, the deadline is 28 days. Failure to protect a deposit within the specified timeframe can result in severe penalties.

For Custodial Deposit Protection Schemes, it is important to emphasise that the deposit is not considered protected until it has been received and allocated by the scheme in cleared funds. Money sent to deposit schemes must be allocated to the specific deposit either manually or by including the deposit reference before the deposit is deemed protected.

2. Accurate recording of details

Precise documentation is the cornerstone of effective deposit management. Letting agents must be meticulous when recording details of the tenancy and deposit on both their software and with the deposit scheme provider to ensure they match. This includes consistency in names, recording the Deposit ID reference correctly, and accurately documenting any changes such as tenancy terminations, deposit amount adjustments, or tenant replacements. Any discrepancies in records could lead to complications and disputes down the line.

3. Vigilance with insured schemes

For deposits protected with Insured Schemes, agents must remain vigilant to avoid overpaying for deposits that are no longer held. Establishing robust internal processes for promptly updating deposit records in line with tenancy changes is essential to mitigate financial risks and maintain compliance.

4. Proactive registration process

To eliminate the risk of late registration and potential fines, implementing a strict process for registering deposits as soon as they are received is recommended. This proactive approach not only ensures compliance with regulations but also instils confidence in both landlords and tenants regarding the security of their deposits.

5. Monthly reconciliation

Regular reconciliation of deposit records will ensure alignment between internal records and those of the Deposit Scheme Provider. Ideally, monthly reviews should be conducted to verify the total number of protected deposits and their corresponding values. Most software systems will produce reports showing the total number of protected deposits and their total value. This practice helps identify any discrepancies promptly, allowing for timely resolution and maintaining transparency in deposit management.

6. Understanding deposit cap regulations

Letting agents must navigate deposit cap regulations with precision to avoid legal complications.

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- In England, for Assured Shorthold Tenancies (ASTs), deposits must not exceed 5 weeks' rent if the annual rent is less than £50,000, or 6 weeks' rent if the annual rent is £50,000 or more.
- Scotland allows private landlords and letting agents to request up to 2 months' rent as a deposit for most residential lets.
- In Northern Ireland, landlords cannot ask for a tenancy deposit exceeding one month's rent.
- In Wales, there is currently no cap on deposits, emphasising the need for agents to stay informed and compliant with regional regulations.

7. Handling deposit scheme changes

In scenarios where agents wish to change deposit schemes or inherit deposits from another scheme due to portfolio acquisition, meticulous reconciliation is paramount. Ensure a seamless transition by accurately transferring deposit details to the new scheme and mirroring the software.

Often, when a deposit is moved from one scheme to another or from one type to another (e.g., from Insured to Custodial), the Deposit ID registration number will change. Even deposits moved within the same scheme and type (e.g., DPS Custodial to DPS Custodial) will result in a brand-new protection ID if moved. It is essential to ensure that the correct ID is always recorded on the software.

And finally, updating records can be a tedious task, but failure to do so will ultimately result in issues later down the line, more work, and potential fines. Mastering the management of tenant deposits is essential to uphold professional standards, comply with regulations, and foster trust among landlords and tenants. By prioritising timely registration, maintaining accurate records, understanding deposit cap regulations, and handling scheme transitions with diligence, letting agents can navigate the complexities of deposit management with confidence, safeguarding the interests of all parties involved in the tenancy process.

Kindly find the following extra guidance on the topics

- 1) Renting-with-pets
- 2) TDS-Guide-to-Inventories-Check-in-and-Check-out-Reports
- 3) AST-guide
- 4) Tenant-Fees-Act-FAQs
- 5) Dispute-Resolution-FAQs
- 6) Tenant fees, Assured Shorthold Tenancies V3.4
- 7) Tenant fees, Assured Tenancies V3.4
- 8) tenant-fees-act-landlord-leaflet

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- 9) GDPR-bitesize-guides
- 10) Energy-efficiency-preparing-the-prs-for-the-future
- 11) Right-to-Rent-Immigration-Checks
- 12) DPS LEAFLET a-tenant-s-guide-to-the-custodial-scheme_vk_web
- 13) DLUHC_How_to_rent_Oct2023 (1)
- 14) Damp-condensation-and-mould-in-residential-property

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