



Move To East
PROPERTY MANAGEMENT

Tenants Guide

Private Renting

Move To East Ltd



Your rights and responsibilities

Your Rights

As a tenant, you have the right to:

- live in a property that's safe and in a good state of repair
- have your deposit returned when the tenancy ends - and in some circumstances [have your deposit protected](#)
- challenge excessively high charges
- know who your landlord is
- live in the property undisturbed
- see an [Energy Performance Certificate](#) for the property
- be protected from unfair eviction and unfair rent
- have a written agreement if you have a fixed-term tenancy of more than 3 years

If you have a [tenancy agreement](#), it should be fair and comply with the law.

“When You Start a new assured or short assured tenancy, We will provide you a copy of the ‘How To Rent Guide’ if you live in England ”

Your Responsibilities

You should give your landlord access to the property to inspect it or carry out repairs. Your landlord has to give you at least 24 hours' notice and visit at a reasonable time of day, unless it's an emergency and they need immediate access.

You must also:

- take good care of the property, for example, turn off the water at the mains if you're away in cold weather
- pay the agreed rent, even if repairs are needed or you're in dispute with your landlord
- pay other charges as agreed with the landlord, for example, Council Tax or utility bills
- repair or pay for any damage caused by you, your family or friends
- only sublet a property if the tenancy agreement or your landlord allows it

Your landlord has the right to take [legal action to evict you](#) if you do not meet your responsibilities.

Securing a property to rent

Begin by putting down a holding deposit in order to state your intention to rent the property and have it taken off the market. This is capped at one week's rent and is refundable after 14 days.

Document Checks

You must prove that you have a right to rent property in England if you're:

- starting a tenancy on or after 1 February 2016
- renting it as your main home

Proving your right to rent

If you're a British or Irish citizen, you'll need to show your one or more documents to prove your right to rent. For example, you can use your passport if you have one.

If you're not a British or Irish citizen, you can usually [apply online for a share code](#). If you have a biometric residence card or permit, you can only use it to [apply online for a share code](#).

Other Documents We May Require

- **Latest 3 months payslips**
- **Latest 3 full months bank statements** (Online documents acceptable, must show name, sort code and account number as a minimum)
 - Accounts required;
 - Where your salaries are paid in
 - Where your rent is paid from
 - Where your day to day living expenditure / bills / credit cards are paid from
- **Last 3 months Universal Credit/Housing benefits Statement (if applicable).**
- **Proof of any UK savings funds (if applicable)**
- **Your current Landlord/Lettings agent's details.**

If you cannot prove your right to rent

You will not be able to rent a property if you cannot provide acceptable documents.

If the Home Office has your documents

If the Home Office has your documents because of an outstanding case or appeal, Give us your Home Office reference number to do the check.

References

Move To East Ltd will be keen to make sure that you are a suitable tenant and that you have the ability to pay your rent & may also be interested in whether you have rented a property without any major problems in the past. In fact, all agency fees have now been banned and the only upfront cost you should be asked for at this stage is the holding deposit.

Some or all of the following documents may be requested by the letting agent:

- References from previous landlords - you may be asked to give the details of where you have lived within the last three years
- A credit check - this will allow them to see if you have a good history of paying your bills.
- Your bank details, including the bank name, account number and sort code
- Details of your employment, including your employer, job title, payroll number, salary and previous employer
- Proof of your [right to rent](#) in the UK

Under the Data Protection Act, you can only be asked for information that is required for the tenancy, and it must be stored securely and checked regularly to make sure it is still needed and is accurate.

In the event that the information highlights any potential of risk to the landlord, you may be asked to provide a guarantor.

A guarantor will be contractually liable, both financially and legally, should you fail to pay the rent during your tenancy or in the event of damage to the property.

The deposit

The final part in securing the property is putting down the deposit, which you will be asked just before you have signed a contract.

This deposit is capped at five weeks' rent, unless your rent is more than £50,000 a year, in which case you may be asked for six weeks' rent.

The deposit is a safety net for the landlord to guard against the cost of replacing or repairing property damaged by you.

- Landlords and letting agents in England are required to join one of the Government-backed [tenancy deposit protection schemes](#)
- You must be given proof that your deposit has been put into one of these schemes within 30 days of you paying it
- You will get all or part of your deposit back at the end of the tenancy if you have kept the rental property in good condition

The inventory

This is one of the most important documents in the renting process and can be key in deciding how much of your deposit is returned at the end of your tenancy. You should be extremely thorough and give it your full attention, while taking the necessary precautions to protect your interests.

How is the inventory prepared?

The inventory is a simple list detailing every item contained within the property and the condition each listed item is in, as well as the state of the property itself, on the day you move in.

This may be prepared by either the letting agent or the landlord. Either way, you should go round the property with the landlord or agent and agree the state of each item before signing anything.

If necessary, take photographic or video evidence to give you extra protection and avoid any unnecessary disagreement at a later stage.

You will be expected to sign the inventory and initial every page, along with the landlord or letting agent.

When will the inventory be checked again?

It is not uncommon for landlords and letting agents to schedule in regular three-monthly inventory checks at the property in order to assess any damage that may have occurred.

Find out if there are regular checks planned and when they will take place. It is most common, however, for a final inventory check to take place on the day you are scheduled to move out.

Tenancy agreements

The tenancy agreement is a legally-binding contract between you and the landlord. It specifies certain rights to both you and the landlord, such as your right to live in the home for the agreed term and your landlord's right to receive rent for letting the property. It is therefore vital that you read, understand and agree with the contract.

Assured Shorthold Tenancies

ASTs are the most common form of tenancy agreement and set out the duties of both you and your landlord.

The most important aspect of the agreement is that the landlord has the right to repossess the property at the end of the agreed term. Despite its name, the agreement does not have to be short and can continue as long as both parties are happy to do so. There is no minimum term specified either, although you have the right to remain in the property for at least six months.

Preparing to move in

When all the paperwork has been completed, it's time to move in.

Repairs

Any repair and maintenance work, please report us by email or by visiting our website tenants section 'Report a Repair' (unless emergency) as soon as possible. Please provide us as details as possible and include some photos.

How to Prevent Mould and Condensation at Home During Winter?

Condensation is one of the main reasons for mould growth at home, especially in cold winter months. Mildew and mould are fungi, which thrive in the damp environment. They can lead to significant damage to your home and cause some serious health issues like respiratory problems, irritation of skin and eyes, strong headache and sinus congestion.

**See below if you want to prevent
condensation and keep your home
mould free:**

- Adequate ventilation is essential to allow moisture-laden air to escape from the home before condensation occurs. Extractor fans in the kitchen and bathroom, can prove very effective in reducing condensation, especially when fitted with an effective humidistat control.
- pull wardrobes and furniture away from walls, and keep tops of wardrobes clear, to allow air to circulate
- close doors and open windows when cooking
- keep lids on saucepans when cooking
- keep bathroom doors closed when bathing, and open windows slightly afterwards
- do not dry clothes on radiators, unless ventilation is increased
- a dehumidifier, which extracts moisture from the air, can be bought or hired
- wipe down surfaces affected by condensation regularly to prevent mould growth
- mould can be removed by washing the surface with a disinfectant or a fungicidal wash. This must be used in accordance with the manufacturers' instructions.
- Mould-inhibiting paints and sprays can also help to reduce the effects of condensation.

Please contact us as soon as possible if you are experiencing mould in your property.

Property Inspection

The purpose of the inspection is to ensure that the property is well-maintained and to address any maintenance or repair issues promptly.

During the inspection, our representative will assess various areas of the property, including the common areas, individual units, and any shared facilities. We kindly request your cooperation and ask that you ensure the following:

1. Please make sure that all areas of your unit are easily accessible, including the bedroom(s), living room, kitchen, and bathroom(s).
2. Keep any personal belongings organized and clear away any clutter that may hinder the inspection process.
3. If you have any specific concerns or maintenance requests, please inform us in advance so that we can address them during the inspection.
4. Ensure that all safety features, such as smoke detectors and fire extinguishers, are in good working order.
5. If you have any pets, kindly secure them in a safe area or have someone attend to them during the inspection for the safety of our staff.

Please note that the inspection will be conducted in accordance with our lease agreement and local regulations. We will respect your privacy and will not access any personal or sensitive items during the inspection.

Should you have any scheduling conflicts or concerns, please contact us at your earliest convenience so that we may find a suitable alternative arrangement. We value your cooperation and understanding in ensuring that our property remains in excellent condition.

Moving out

When you come to the end of your contract, you have two options to consider:

1. Extend the agreement/Renewal/Review rent

Remember, you need to provide at least 6 weeks notice in writing to us, stating either your intention to vacate the property or to ask permission to stay on beyond your initial agreement. Landlords like low maintenance tenants, so providing your landlord is happy with you and the condition of the house or flat, you'll most likely be allowed to continue with your occupancy.

For any tenancy:

- Renew your tenancy agreement at the end of the fixed term, but with an increased rent.
- The rent increase must be fair and realistic, which means in line with average local rents.

2. Move out

If you decide to move out, it's worth putting in a bit of work to get the property up to scratch to maximise the chances of getting your full deposit back. As long as the condition of the property is the same as when you moved in (barring normal wear and tear), you should have no problem. So here's what you should do:

- Give the property a thorough clean, including carpets, windows, walls and furniture
- Clear away any rubbish
- If it's your responsibility, tidy up the garden
- Remove all your personal belongings
- Be satisfied you're leaving the property as you found it
- Return all the keys to the landlord

Final inventory check

You'll have the opportunity to run through the inventory checklist on the day of departure. It's important that this job is done as you leave the property, to avoid you being accountable for any damage that occurs after you've left.

If there is any damage, you should agree with the landlord the cost of repairing or replacing such items. If an agreement cannot be reached as to the damage of particular items, which items have been damaged, or repair costs, then you should make sure you take photographs.

Get your own repair cost estimates and write to the landlord with your findings and work towards a mutually agreeable solution. If you still cannot reach an agreement, you can refer the dispute to the [tenancy deposit protection scheme](#).

If both you and the landlord are satisfied the property has been left in an acceptable state and you have made your final rental payment, there should be no problem getting your deposit back.

Move to East Ltd is a property management company offering faster, cheaper, more reliable property management services for both Landlords & Tenants. MOVE TO EAST LTD IS REGISTERED WITH ICO (INFORMATION COMMISSIONER'S OFFICE) REGISTRATION NO. IS ZB381769. Move to East Ltd registration no in England is 12976487.

