



A RENTER'S GUIDE TO TAKING ON A PROPERTY

OCTOBER 2015

You've found a property to rent and you are one step closer to becoming a tenant.

Here, Collas Crill property expert Michael Morris provides advice on how to secure the right property, deal with tenancy agreements and inventories and understand your rights and duties as a tenant, whether you're looking at a studio, a flat or a house.

The inventory

This is one of the most important documents in the renting process. It often holds the key to how much of your deposit you will get back at the end of the lease. You should therefore review it extremely carefully.

The inventory is a list detailing every item contained in the property and its condition on the day that you move in. The inventory is usually prepared by either the landlord or the letting agent. You will visit the property with one or the other of them and agree the state and condition of everything listed on the inventory. It might be an idea to take a camera and to take photos of the condition of the property. This will give you added protection at the end of the lease and may help to avoid an argument at a later stage. Once the inventory is agreed, you should sign it and initial every page.

It is most common for the inventory to be checked and confirmed on the day that you move out. You should pay as much attention to agreeing the inventory when you are checking out as when you moved in. If the landlord believes something has been damaged, this is your opportunity to discuss it with them.

The state of the property

When you are viewing the property, try to look at it with a calculating eye. Don't be rushed by the landlord or the letting agent, and take particular care to look at every room in the property thoroughly. Look for signs of problems, particularly where the bathrooms or kitchen may have been recently redecorated. The sparkling new coat of paint may be an attempt to cover up mould. If you don't spot a problem, it may be down to you to roll up your sleeves and get the sugar soap out!

The agreement

The agreement itself can pose problems, so it is important to read it very carefully. You need to check each clause in the agreement,

Most leases run for 12 months. Once you have signed up, you will be required to pay the rent for the whole period

WE ARE OFFSHORE LAW

BVI | Cayman | Guernsey | Jersey | London





making sure that you understand them and understand what your duties are. If in doubt, seek legal advice.

Look out for any unfair clauses or anything that seem to give unreasonable power to your landlord. Check that there are no clauses that allow the landlord or the letting agent to change the terms of the lease whenever they like. Also make sure that your landlord cannot come to the property without giving you prior notice (usually 24 hours unless there is an emergency). Check that it is not your responsibility to make structural repairs to the property.

The length of lease

Most leases run for 12 months. Once you have signed up, you will be required to pay the rent for the whole period. If you think you may want to leave before 12 months, ask for a break clause in the lease. Some landlords will allow you to leave earlier, but this may be subject to finding another tenant that they are happy with and they may look to you to meet their costs of finding such a tenant.

References

The first thing that your landlord will want to do (after taking a deposit) will be to make sure that you are going to be a good tenant and that you will be able to pay the rent.

If you are not able to obtain all of the information they are looking for (for example you may not have rented before) or if any of the references suggests that you might be a risk to the landlord, you may be asked to provide a guarantor (who will normally need to provide their own references). The guarantor will be liable to the landlord should you either fail to pay the rent or damage the property.

The deposit is normally one to three month's rent and is held (usually by the landlord) for the duration of the lease

The deposit

The next step is to pay the deposit. The deposit is normally one to three month's rent and is held (usually by the landlord) for the duration of the lease. The purpose of the deposit is to provide the landlord with a safety net in the event that you cause damage to the property or its contents.

You are normally required to put right any damage you have caused, or clean anything that is soiled beyond normal wear and tear. If you have damaged any items, the landlord can replace them from the deposit.

Some tenants take the law into their own hands at the end of the lease and hold back the last month's rent, leaving the landlord with the deposit. You have no legal right to do this, and the landlord can easily take you to court to recover the missing rent.

WE ARE OFFSHORE LAW

BVI | Cayman | Guernsey | Jersey | London





FOR MORE INFORMATION PLEASE CONTACT:



MICHAEL MORRIS

Group Partner* // Guernsey

t:+44 (0) 1481 734263 // e:michael.morris@collascrill.com

WE ARE OFFSHORE LAW

BVI | Cayman | Guernsey | Jersey | London

