

# Ending your tenancy

STEP ONE

## Ending your tenancy

If you are wanting to end a tenancy, we will ensure that the correct notice is served in line with the tenancy agreement. If the tenant is exercising their break clause or does not want to renew their tenancy, we will ensure that they also comply with the tenancy agreement.



STEP SIX

## Vacant Property Management

For properties managed by Knight Frank, we offer a vacant property management service whilst the property is empty and awaiting a new tenancy. This service ensures you comply with the terms of your insurance policy, any post is collected and the property is checked every two weeks. Full details of this service are available upon request.

STEP TWO

## Informing the parties

Once we have received notification of the end of the tenancy, we will ensure that a check-out report is carried out on the last day of the tenancy with the tenant. The tenant will also receive instructions on what they are contractually obliged to undertake prior to them vacating.



STEP FIVE

## Deposit Disputes

If agreement cannot be reached, under an Assured Shorthold Tenancy either party can raise a dispute with the Tenancy Deposit Scheme (TDS). The TDS will then liaise with you and the tenant and deliver a final and binding decision, usually within six weeks. If your tenancy is not an AST we will be able to discuss the options you have to dispute any claims.

STEP THREE

## After check-out

The check-out report will be emailed to you and the tenant. If Knight Frank manages your property, we will inform all utility companies of the final meter readings, the tenant's forwarding address for final bills, and your details for the billing period between tenancies. If you manage the property you will need to contact the utility companies yourself. You should carefully review the report to ensure you agree with the clerk's comments.



STEP FOUR

## Agreeing deductions

If your property is managed by Knight Frank, your Property Manager will compile a draft schedule of damages for you and the tenant, to review before final confirmation. You will be kept up-to-date on progress towards agreement between yourself and the tenant. If you manage the property, you will need to follow this process yourself. Once agreement has been reached, funds will be remitted within 10 calendar days.

# Glossary

## **ARLA**

The Association of Residential Letting Agents and is a professional and regulatory body for letting agents in the UK.

## **Break Clause**

A clause that can be inserted into the tenancy agreement, which allows either the tenant or landlord to bring the contract to an end before the end of the fixed term.

## **Cleared funds**

Monies are considered to be cleared funds the next working day after they are received in Knight Frank's account.

## **Commission**

Our remuneration for letting the property and is a percentage of the rent. It is payable by the landlord to Knight Frank as long as the tenancy continues.

## **Company Let**

Tenancy to a company rather than to an individual.

## **Consent to Let**

The landlord needs to make sure the mortgagee, leasehold, freeholder, joint owners, lender, insurers or Superior Landlords have provided consent to let.

## **Contractor**

A person or company that is employed by Knight Frank to work on a particular project.

## **Deposit**

The money held by the Agent or the Landlord in a stakeholder capacity during the Tenancy in case the Tenant fails to comply with the terms of the Tenancy Agreement.

## **Dilapidations**

The charges made to the tenant at the end of the tenancy for any damages or failure to comply with conditions of the tenancy agreement, which are deducted from the deposit before it is returned to the tenant.

## **Energy Performance Certificate (EPC)**

A certificate showing a property's energy efficiency. This gives an indication of fuel bills and is presented as two graphs: energy efficiency and environmental impact. Each is graded from A to G (with A being the best rating) and is valid for ten years. It is now illegal to rent a property with an "F" or "G" rating.

## **Fixtures and Fittings**

References to any of the landlord's fixtures, fittings, furnishings, or effects, floor, ceiling or wall coverings in the property.

## **Furnished**

Means a property where all furniture is provided, white goods will be supplied in most rental properties.

## **Gas Safety Record**

An annual gas safety check carried out by an authorised GasSafe registered engineer. The Gas Safety Record needs to be given to the tenant before they move in to the property, and each time it is renewed annually.

## **Guarantor**

The person who agrees to cover and compensate the landlord for any loss, damage, costs or other expenses that the tenant is unable to meet that are his obligations under the tenancy agreement.

## **Head Lease**

The document which sets out the promises the landlord has made to his superior landlord. The promises contained in this Head Lease will bind the tenant if he has prior knowledge of those promises.

## **Holding Deposit**

A fee taken to secure the property and remove it from the market for a limited time. This fee is taken after an offer is accepted.

## **Housing Health and Safety Rating System**

HHSRS is the official procedure for assessing the health and safety risks in residential properties in England and Wales.

## **House in Multiple Occupation (HMO)**

Where the property is inhabited by three or more tenants who are not of the same family and there are certain things a landlord must do to comply with legislation.

## **Inventory Clerk**

The person or company appointed by the landlord or the Agent on behalf of the landlord to compile the inventory and schedule of condition prior to the start of the Tenancy; and if relevant to conduct the check in at the start of the Tenancy and the check out at termination.

## **Inventory and Schedule of Condition**

The document drawn up prior to the start of the tenancy by an independent inventory clerk and is a detailed report of the fixtures and fittings item by item, their condition and the visual state of the property

## **Jointly and severally liable**

Each person will be responsible for complying with the obligations and paying all charges and costs, both individually and together.

## **Know Your Client (KYC)**

A check carried out to comply with Money Laundering regulations.

## **Landlord**

The person or company that, as the freeholder or leaseholder, has the legal right to let the property.

## **Land Registry**

A government office that stores records of land ownership and any charges against the property, such as a mortgage.

## **Launch**

When the advertising of a property to customers begins. This could be via channels including: internet portals, such as Rightmove and OnTheMarket.com, print, social media and brochures.

## **Leasehold**

The right to live in a property and occupy the land it's on for a fixed period of time, commonly 99 years, 125 years or 999 years.

## **Local Authority**

An organisation that is officially responsible for all the public services and facilities in the borough or town. This is who council tax is paid to.

## **Non-Resident Landlord (NRL)**

A landlord who lives abroad for more than six months of the year.

## **Notice**

Served on the landlord or the tenant according to the terms of the tenancy agreement.

## **Occupier**

Means any person authorised by the landlord or tenant to live in the property. The occupier has no tenant rights; the tenant is legally responsible for granting vacant possession and any costs incurred in doing so at the end of the tenancy.

## **Part-furnished**

A property let with some furnishing in place, white goods will be supplied in most rental properties.

## **Portable Appliance Test (PAT)**

A test carried out on electrical appliances in a property to ensure all electrical appliances in the property are safe.

## **Property**

Means and includes any part or parts of the building boundaries fences garden and outbuildings belonging to the Landlord unless they have been specifically excluded from the Tenancy. When the Tenancy is part of a larger building the property includes the use of common access ways and facilities.

## **Right to Rent**

A check carried out to determine a tenant's right to rent in the UK

## **Referencing**

A process carried out to check credit, income and previous landlord references on tenants, permitted occupiers and guarantors.

## **Reference Fee**

A fee charged for referencing.

## **Option to Renew**

The tenant's option to renew the tenancy for a further fixed term as agreed by the landlord.

## **Rent**

The total sum payable by the tenant to the landlord for the duration of the tenancy, usually excluding utilities and council tax.

## **Stakeholder**

The person who holds the deposit (usually Knight Frank); deductions can only be made from the deposit at the end of the tenancy with written consent of the landlord and the tenant.

## **Subject to contract**

Terms are not legally binding until the exchange of contracts.

## **Superior Landlord**

The person who owns the interest in the property which gives him the right to possession of the property at the end of the landlord's lease of the property.

## **Tenant**

The individual or company renting a property under the agreed terms of a tenancy agreement.

## **Tenancy**

The full period during which the tenant rents the property from the landlord.

## **Tenancy Agreement**

The written contract between the landlord and tenant setting out the terms of the tenancy including the rent and includes any extension or renewal of the original tenancy agreement.

## **Tenancy Deposit Scheme**

Knight Frank is a member of the tenancy deposit protection scheme which is administered by Tenancy Deposit Scheme ("TDS"). If Knight Frank hold the deposit, we will do so under the terms of the TDS.

## **Title deeds**

The ownership documents describing the property and land owned, as well as any rights and conditions attached to it.

## **Utilities**

The services such as water, gas and electricity that are provided to a property often by various suppliers.

## **VAT**

All charges are subject to VAT charged at the prevailing rate.

## **ZDG**

Zero Deposit Guarantee sold through Zero Deposit ("ZD"), a trading name of Global Property Ventures Limited, and provided by Great Lakes Insurance SE, which the Tenant may (at his option) purchase as a substitute for the Deposit. The terms and conditions of the ZDG are set out in detail in the ZDG documentation provided to the Landlord and the Tenant by ZD.

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