

This guide highlights the most important matters to be considered and to be aware of when dealing with letting agents when you are intending to rent a property.

There may be several different people with whom you will have contact whilst you are looking for and agreeing a tenancy. They are:

- **The Landlord** – he is responsible for ensuring the property meets the relevant health and safety standards and is in a suitable condition to let. His obligations to undertake repairs and maintain the structure and installations in the property will be set out in the tenancy agreement.
- **The Letting Agent** – he works for the landlord to find a suitable tenant. He will conduct viewings and deal with the formalities of referencing and drafting the tenancy agreement. Whilst the agent has to treat you fairly he is required to look after the landlord's best interests because he is paid by the landlord for his services.
- **The Referencing Provider** – he might be employed by the letting agent to carry out the checks on you as a prospective tenant. He will provide a report to the letting agent as to the suitability or otherwise of you as a tenant based on the checks he has carried out.
- **The Inventory Clerk** – he will be engaged by the agent on behalf of the landlord to note the contents of the property and condition.
- **The Tenancy Deposit Protection Scheme** – by law any deposit taken in relation to an Assured Shorthold Tenancy must be protected via a government approved deposit protection scheme. The Tenancy Agreement should contain the relevant information about the deposit and its protection. The agent should also advise you what arrangements have been made to protect the deposit. It may be that the landlord is arranging protection, depending on the services the landlord has instructed the agent to provide.
- **The Energy Assessor** – Will produce the Energy Performance Certificate on behalf of the landlord which can be obtained via the landlord, agent or online at <https://www.epcregister.com/home.html>

When dealing with an agent you should ensure that:

- You are aware of which Code of Practice the agent has committed to follow and obtain a copy of that Code.
- You understand the fees you may become liable for before making a commitment to rent a property. Agents in England and Wales are required to display a list of all fees, charges or penalties (however expressed) payable by landlords and tenants for any letting agency or property management service. This includes any additional fees, charges or penalties which may be incurred during a tenancy as well as fees, charges and penalties which are referenced in Tenancy Agreements and in Terms of Business. The agent should not charge the tenant and the landlord for the same service.
- If you intend to make an offer for a property which is subject any action being taken in regard to facilities or the condition of the property before you move in, make sure that you put these requirements in writing with your offer to allow the agent to seek their landlord client's agreement. If you make an offer verbally, follow this up with an email.
- If you are asked to pay a holding deposit (sometimes known as a fee of intent), ensure that the agent provides you with written terms on which payment is to be made and especially the circumstances upon which some or all of those monies may be withheld. Before you pay any money over, note that a holding deposit is different to the tenancy deposit due under the terms of the tenancy agreement.
- You understand whether part of the holding deposit will be used to pay the agent's fees or whether these are due in addition to those monies.
- You understand that the agent has a duty to the landlord to take appropriate references on you. Generally, although not always, the letting agent will use a referencing agent to carry out this work and it is the referencing agent that provides a report which details your suitability or otherwise. Based on that report and other factors, the landlord will make a decision as to whether to rent the property to you. If you 'fail' referencing you may lose some or all of your holding deposit.
- You receive copies of all documents relating to your tenancy including a tenancy agreement and a sufficiently detailed inventory/check-in report which records the condition of the property and/or contents. You should be given the opportunity to amend and add any items prior to a final version being agreed. Be aware that the document will be used at the end of the tenancy to assess the condition of the property and, if required, to decide whether deposit deductions may be due. If you do not return the inventory/check-in report within seven working days it will be assumed that you agree with what is recorded in it. Ensure you obtain a copy of the final document.

- Either the agent or the landlord provides you with the prescribed information relating to your registered tenancy deposit monies. Ensure you know which deposit scheme the monies have been registered with and the appropriate reference number.
 - You understand the scope of the agent's ongoing instruction by the landlord and, necessarily, where to refer tenancy queries to.
 - You understand that the tenancy agreement is between you and the landlord. If any repairs or maintenance are needed to the property it is not the agent's responsibility. If the agent is managing the property on behalf of the landlord his job is to receive notification from you and to pass that to the landlord. It is up to the landlord to take the necessary action, all the agent can do is to check on progress but he should keep you informed.
 - If there is a dispute at the end of the tenancy and you cannot reach an agreement with the landlord as to any deductions you have the right for the matter to be referred to the relevant tenancy deposit protection scheme for independent adjudication. Time limits may apply and tenants and landlords should check with the relevant deposit scheme.
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