

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 out your property.

There may be several different people with whom you will have contact. They are:

- **The Tenant** – who is responsible for paying the agreed rent and for treating the property in the manner set out in the tenancy agreement.
- **The Letting Agent (the agent)** – who works for you as the landlord to find a suitable tenant. They will conduct viewings and deal with the formalities of referencing and drafting the tenancy agreement. The agent may also manage the property for you however, they will not be party to the tenancy agreement and are therefore not responsible for paying the rent and for treating the property in the agreed manner – those are the responsibilities of the tenant.
- **The Referencing Provider** – who can be employed by you or the agent to carry out the checks on prospective tenants. They will provide a report as to the suitability or otherwise of the prospective tenant based on those checks.
- **The Inventory Clerk** – who will be engaged on your behalf to record the contents of the property and its condition.
- **The Energy Assessor** – who will draw up the Energy Performance Certificate which you are required to obtain by law before marketing your property.
- **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 agent should advise you what arrangements have been made to protect the deposit. It may be that you are arranging protection, depending on the services you have instructed the agent to provide. You should be aware that the deposit is the tenant's money and cannot be used unless they have given permission or a tenancy deposit scheme has directed otherwise.

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 what legal obligations you have as landlord in regard to gas safety and electrical installations. The agent can advise you but it is your responsibility to ensure that the property is safe to let.
- You understand the fees you may become liable for before making a commitment to let 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.
- The services to be provided are recorded in the agency agreement. Services may include finding a tenant, carrying out referencing, drafting a tenancy agreement and arranging an inventory; it may also include rent collection and management of the tenancy thereafter.
- It is clear how long the agency agreement runs for, how you can terminate it and what period of notice is required. When you sign the agreement you are entering into a legally binding contract under which you will incur a financial commitment.
- You are aware of the fees the agent intends to charge prospective tenants and whether holding deposits will include any element of compensation due to you in the event a tenant withdraws from a proposed tenancy.
- You agree the nature and frequency of the agent's inspection visits. This will only apply if you have a property management agreement with the agent.
- It is clear whether the agent will be accompanying viewings as well as arranging a 'To Let' board as part of their service.
- You understand precisely what references have been obtained in relation to the tenant and whether any conditions are attached to the approval. The agent may be restricted on the detail they can provide because of Data Protection legislation but they should reveal to you any adverse comments from the referencing process to enable you to make an informed decision on whether or not to proceed.
- You are aware that regardless of whether a tenant passes the referencing process, there is no guarantee that the tenant will always pay the rent and not cause damage to the property.
- It is clear how and where the tenancy deposit will be held.
- You are aware of your options in relation to available rent/damage guarantee insurance and/or when it is acceptable to request that a tenant provides a guarantor.

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- You understand that the tenancy agreement is between you and the tenant and any breach of that agreement by the tenant, such as non-payment of rent, is a matter between you and the tenant. The agent should explain to you the limitations they have in regard to ensuring the tenant meets the tenancy obligations.
 - Although the agent may receive and hold the tenancy deposit (and have it protected) you as landlord are aware that, in law, you will be responsible for repayment (subject to agreed deductions) at the end of the tenancy.
 - You have read and understood the terms of the agreement and the commitments you have entered into with the agent. Do not feel pressured into simply signing it and be aware that if you sign the document in your home or at your place of work you are entitled to cancel it within 14 calendar days. If you want the agent to start marketing your property straight away they will ask you to put that requirement in writing and they must tell you what fees will be charged (if any) if you do then subsequently cancel the agreement within 14 calendar days.
 - You request and receive copies of all relevant documents such as the agreements with the agent and the tenant.
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