



GUIDELINES FOR TENANTS

This guide has been prepared to try and make finding the right property and taking a tenancy as straightforward as possible. If any questions remain unanswered, please do not hesitate to make contact with The Estate Office.

The Tenancy

All residential tenancies are now Private Residential Tenancies (PRT). Unlike the previous Short Assured Tenancies, these have no fixed term. The tenancy continues from the entry date until Landlord or Tenant give notice.

More information on PRT's can be found on the Government website:

<https://beta.gov.scot/publications/private-residential-tenancies-tenants-guide/>

Tenancy Application

Once you have found an available property that you wish to rent, we will send you all the relevant documentation to submit an application. It is helpful if you can give us as much information about your circumstances as possible.

We undertake standard referencing with all prospective tenants; this is conducted by an external referencing agency (Diligent) who, with your permission, will obtain a reference from your current landlord, confirm your employment status and conduct a credit check. If you are self-employed they may need further information from your accountant. We will also ask for photographic ID and proof of rent payments.

Please note that completing and submitting an application does not necessarily guarantee that a tenancy will be offered to you. In the event that we have tenancy applications from a number of interested parties, the landlord will make a final decision on which tenant to proceed with.

Guarantors

Depending on your circumstances, you may be asked to provide a guarantor. The guarantor will be party to the tenancy agreement and will be responsible for any payments not met by you, including payment for any damage you cause. The guarantors will not be entitled to take a tenancy of the property. We will also require the guarantor to go through the referencing procedure.

Tenancy Signing

A tenancy start date will be mutually agreed between landlord and tenant.

We will send you a draft tenancy agreement to look over; this will give you the opportunity to clarify any points or ask any questions.

It is important that you read the tenancy carefully and understand your liability. For example, in most cases, the garden is the responsibility of the tenant and you will be required to keep this in good order. Equally with regard to decorating, you may not undertake any decorating without prior written permission from the Landlord or Agent. Whilst the agreement is relatively standard, we recommend that you seek independent professional advice on this before signing if you have any concerns.

The deposit and first month's rent must be received by Stanley Wright (by BACS) before the tenancy is signed - all client's money is held in a client's account Regulated by the RICS at the Royal Bank of Scotland. After tenancy signing the deposit will be transferred to SafeDeposits Scotland.

The tenancy is signed digitally. If there are multiple tenants, each tenant will have to provide their own email address and must sign and return through their own email address. We send clear instructions on how to do this.

Rental Payments

Rental payments will be made either to the Landlord direct or to Stanley Wright and the tenancy agreement stipulates that these must be made by standing order. Rental payments should be made promptly and therefore standing orders will need to be made five working days before the rent is due to allow time for payment to clear the banking system.

Arrangements for Services / Council Tax

When you sign a tenancy agreement, it is your responsibility to inform all the utility companies including gas, electricity, TV license, telephone etc, of the tenancy commencement date as in most cases you will be responsible for all of these from that date. You should not inform the utility companies until the agreement is signed, unless previously discussed with Stanley Wright.

You must satisfy yourself that appropriate utility connections, including telephone and television are available.

Management

Most of our rental properties are managed by Stanley Wright and a number are managed directly by Landlords. You will be given the appropriate contact details for all ongoing matters accordingly.

When Stanley Wright are managing the property we will make regular inspections. In all cases the Stanley Wright or the Landlord will have the right to inspect and access the properties as per the tenancy agreement.

Deposit

All deposits are held and protected by Safe Deposits Scotland (SDS) in accordance with the scheme regulations. You will be supplied with details of this and how your deposit is protected under the scheme. This will include contact details, how to apply for the release of the Deposit, details of the purpose of the Deposit and what to do if there is a dispute about the Deposit. You have a responsibility to return the property in the same condition that it was let to you, allowing for fair wear and tear. It is important that you understand this responsibility.

If you require more information regarding the Tenancy Deposit Scheme, you can find this at www.safedepositsscotland.com. When you leave the property, a final inspection will be undertaken. We will try to agree matters in relation to the deposit and if so, the deposit or the appropriate part of it, will be returned to you. If for any reason the parties cannot agree upon the amount of the deposit to be returned, then the matter will be dealt with by SafeDeposits Scotland.

You will be provided with a comprehensive schedule of condition and inventory at tenancy commencement – this is most important and will be used as our record of contents and condition to assess at termination. You will be given seven days to check this and to make comment if you do not agree with it. If you require a member of Stanley Wright staff to meet you and go through the schedule of condition and inventory we will be pleased to do so. If we do not hear from you within the specified time scale, we will assume that you agree and accept the contents of the schedule of condition and inventory in full.

Ending the Tenancy

The tenant can give 28 days notice (to align with the 'ish' date, or day of the month that the tenancy commenced). The landlord can give 28 days notice in the first 6 months of the tenancy, after 6 months has passed the landlord has to give 84 days notice. The Landlord must state one or more of the eviction grounds as outlined in the tenancy. Tenants should give notice in writing upon Stanley Wright or the Landlord, depending on who is managing.

We do hope that these guidelines are helpful to you but if you should have any concerns or queries, please do not hesitate to contact us. A copy of our complaints handling procedure is available on request.