

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 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.

When dealing with an agent you should ensure that:

- If you make an offer to rent a property the agent may ask you to pay a holding deposit. This is not the same as the tenancy deposit to cover any damage to the property. The agent should inform you in writing of the purpose of this holding deposit and in particular the circumstances under which it is repayable or forfeit.
- 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.
- If you require any action to be taken in regard to facilities at or the condition of the property before you move in, make sure that you put these requirements in writing to allow the agent to seek their landlord client's agreement.
- You receive copies of all documents relating to your tenancy.
- 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.
- You receive a sufficiently detailed inventory at the beginning of the tenancy which records the condition of the property and/or contents. You should be given the opportunity to amend and add any items with a final version being agreed. Be aware that if you do not return the inventory within seven working days it will be assumed that you agree with what is recorded in it.
- You are aware that when a tenancy comes to an end the agent or the landlord will arrange a check-out process comparing the state of the property against an inventory and check-in report. Wherever possible, to avoid unnecessary dispute, you should verify the check-in and attend the check-out and ensure you obtain a copy of the agreed check-out report.
- 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.
- Which Code of Practice (if any) an agent has committed to follow and obtain a copy of that Code.

The Property Ombudsman Milford House, 43-55 Milford Street, Salisbury, Wiltshire SP1 2BP

Consumer Enquiries Tel: 01722 333 306 Fax: 01722 332 296
Membership Enquiries Tel: 01722 335 458 Email: admin@tpos.co.uk Website: www.tpos.co.uk

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