

This guide is intended to inform Tenants of all fees and services related to renting a property through Portland Estate Agents Ltd. We aim to be transparent from the outset and look to disclose our services, procedures and fees.

Holding Deposit

Before your application can be fully considered, you will need to pay to us a holding deposit equivalent to one week's rent for the property you are interested in. Once we have your holding deposit, current legislation stipulates that the necessary paperwork should be completed within 15 days or such longer period as might be agreed.

If at any time during that extended period you decide not to proceed with the Tenancy, then your holding deposit will be retained by our firm. By the same token, if during that period you unreasonably delay in responding to any reasonable request made by our firm, or if it turns out that you have provided us with false or misleading information as part of your Tenancy application or if you fail any of the checks which the Landlord is required to undertake under the Immigration Act 2014, then again your holding deposit will be retained by this firm or the Landlord.

However, if the Landlord decides not to offer you a Tenancy for reasons unconnected with the above then your deposit will be refunded within 7 days. Should you be offered, and you accept a Tenancy with our Landlord, then your holding deposit will be credited to the first month's rent due under that Tenancy.

Where, for whatever reason, your holding deposit is neither refunded nor credited against any rental liability, you will be provided with written reasons for your holding deposit not being repaid within 7 days.

You will not be asked to pay any fees or charges in connection with your application for a Tenancy. However, if your application is successful under our standard Assured Short Hold Tenancy Agreement, you will be required to pay certain fees for any breach of that Tenancy Agreement in line with the Tenant Fees Act 2019. In consideration of us processing your Tenant application, you agree to pay those fees to us on request.

Tenancy Agreement

Before any Tenancy begins, you will sign a Tenancy Agreement setting out the Landlord's and Tenant's obligations. Once the Tenancy Agreement has been executed by you and the Landlord it is binding.

Security Deposit

Before your Tenancy commences, you will be required to pay a security deposit that will be capped at five week's rent (annual rent under £50,000) or six weeks rent (if above £50,000). This deposit will be held under the terms of a Tenancy Deposit Protection Scheme as chosen by Portland Estate Agents or your Landlord.

Inventory and Schedule of Condition

An Inventory and Schedule of Condition of the property, its contents, furniture, fittings and effects will usually have been prepared, the detail of which will be checked and agreed with you at the commencement of your Tenancy. It is important that you take care in agreeing to the Inventory and Schedule of Condition at this stage as it will form the basis of any claim for damages by your Landlord at the end of the Tenancy.

A further check will be made at the end of your tenancy and we strongly recommend that you are present for both the initial check in and the check out.

PERMITTED FEES to Tenants

WHEN YOU DECIDE TO TAKE A PROPERTY

Holding Deposit Equivalent to one week's rent

BEFORE YOU MOVE IN

Rent The first month's rent in advance is required

Security Deposit Capped at five weeks rent where the annual rent is less than £50,000, or six weeks rent where the annual rent is £50,000 or above.

DURING YOUR TENANCY

Variation of Contract (Tenant's Request)	£50 (Inc. VAT) Per agreed variation	To cover the costs associated with taking the Landlord's instructions as well as the preparation execution of new legal documents.
Change of Sharer (Tenant's Request)	£50 (Inc. VAT) Per replacement Tenant	Or any reasonable costs incurred if higher. To cover the costs associated with taking the Landlord's instruction, new Tenant referencing and Right-to-Rent checks, deposit registration, as well as the preparation and execution of new legal documents.
Lost Key(s) or Security Device(s)	See Comments	Tenants are liable to the actual cost of replacing any lost key(s) or other security device(s). If the loss results in locks needing to be changed, the actual costs of a locksmith, new lock, replacement keys for Tenant, Landlord or any other person requiring keys will be charged to the Tenant. If extra costs are incurred there will be a charge of £15 per hour (Inc. VAT) for the time taken replacing lost key(s) or other security device(s).
Early Termination (Tenants Request)	See Comments	Should the Tenant wish to leave their contract early; they shall be liable to cover the Landlord's cost in re-letting the property as well as all rent due under the Tenancy until the start date of the replacement Tenancy. These costs will be no more than the maximum amount of rent outstanding on the Tenancy.
Unpaid Rent	See Comments	Interest at 3% above the Bank of England Base Rate from Rent Due Date until paid in order to pursue non-payment of rent. Please note: This will not be levied until the rent is more than 14 days in arrears.

Complaints and Redress Scheme

Although we will always strive to offer you the highest level of service, we recognise that sometimes you may not be satisfied with the service we deliver for you. In the first instance, we would encourage you to discuss problems verbally and informally with your principle contact within the Company. If this does not resolve your concerns, then the Company's formal procedure can be invoked.

How do I make a formal complaint?

Stage 1 – Manager

If the verbal and informal approach does not satisfactorily deal with your concerns, we ask that you put your complaint in writing to the Manager responsible for the office that deals with the matter about which you wish to complain. If your complaint is about the person, please write to the Company's Directors.

We advise you to keep copies of all correspondence sent to us and notes of any conversations or telephone calls. In order that we can help resolve your concern as quickly and efficiently as possible, we ask you to provide the following information in the letter of your complaint:

- Your name, address and a daytime telephone number on which you can be contacted.
- The name of the individual within the Company with whom you have been dealing.
- A clear description of your complaint, giving concise details of what you believe has gone wrong.
- Details of what you would wish to be put right.

Your letter will be acknowledged within 3 working days of receipt and you will be advised of the timescale for sending a full reply, which will usually be within 21 days. An internal investigation into your complaint will be undertaken and following completion of the same, you will be provided with a full response with details of what actions we have taken or will take.

It is hoped that this response will resolve the matter to your complete satisfaction.

Stage 2 – Director

If your complaint is not satisfactorily resolved by stage 1 above or if you still have concerns, you can request the matter be referred to the Director of the company. A separate review of your complaint will be undertaken and you will be contacted usually within a further 10 days to inform you of the conclusion reached. The response will represent the final viewpoint of the company.

What can I do if I am still not satisfied?

As a matter of final resolution, if you have exhausted our internal complaints procedure, we are regulated by The Property Ombudsman who will consider a formal complaint and give redress. Details about this scheme can be obtained from our office and will always be supplied to you should you have exhausted our internal complaints procedure without satisfaction.