

RENTING THROUGH BUTLER SHERBORN LLP

Butler Sherborn's offices are located across the Cotswolds and Oxfordshire, offering a wide range of properties to let.

If you have any queries about renting a property through Butler Sherborn LLP, please do not hesitate to contact any of our offices and staff will be more than happy to answer any questions you may have.

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Viewing Properties

We arrange accompanied viewings for all of our available properties and all viewings must be made by appointment only through our office.

This is the one!

Once you have viewed the property you would like to rent [we do not accept applications from prospective tenants who have not viewed properties internally], you are now required to complete our standard Application for a Tenancy Form – which should be completed with details of each adult who will be living in the property. Full referencing will be undertaken by an independent referencing company. An application can be rejected at any time and neither Butler Sherborn LLP nor the landlord are obliged to supply reasons or enter into any correspondence regarding this issue.

The Tenancy Agreement

For all residential tenancy rents under £100,000 per annum – a standard Assured Shorthold Tenancy agreement is produced, for a minimum fixed term of 1 year. Some landlords may consider a 6 month tenancy or a break clause – please check with our office prior to putting forward any offer on this basis. All rents of £100,000 per annum or over, are covered by our standard Residential Tenancy Agreement, under the same terms as above.

A copy of either of these agreements can be viewed in our offices. Please do take the time to read this document and if you have any queries please do not hesitate to contact us.

Rent and Deposit

Rent is payable per calendar month, in advance by Standing Order, unless a specific agreement is agreed by a Landlord.

A deposit equivalent to 5 weeks rent is payable to Butler Sherborn LLP and is required in **cleared funds** 5 working days prior to commencement of the tenancy. The deposit will be held in an interest bearing account in your name within Butler Sherborn LLP under the terms of the Tenants Deposit Scheme and will be repayable on expiry of the lease, together with interest accrued provided you do not breach any of the covenants in your Tenancy Agreement.

The Tenancy Deposit Scheme (for Assured Shorthold Tenancies only)

The Housing Act 2004 made provision for the protection of tenant's deposits and resolution of disputes. Butler Sherborn LLP is a member of the Tenancy Deposit Scheme through The Dispute Service. Full details of the scheme will be made available to potential tenants and can be found on www.thedisputeservice.co.uk

Schedule of Condition and Inventory

Prior to commencement of a tenancy, it is usual that an independent inventory clerk will visit the property and prepare a full statement of condition of the house and contents, this will include a schedule of photographs. This document will be sent to a tenant approximately 1 week after commencement of the tenancy and a tenant has 7 days to add any comments they feel necessary, sign and return the document to Butler Sherborn LLP. This document is held on our files for future reference and a copy returned to the tenant for their own records. Please note some landlords will prepare this document themselves and agree its contents direct with a tenant.

Commencement of the Tenancy

It is important to note that an offer to rent a property remains subject to approval of all references, receipt of all required funds and signing of the tenancy agreement. The tenancy can only be agreed and accepted once both the landlord and tenant have signed and dated the tenancy agreement.

Enjoying your New Home

The tenant will be given contact details of the person(s) or agent who is responsible for any landlord management issue in the property. The tenant is required to set up their own utility accounts and will be responsible for the payment of services at the property. You should also arrange your own contents insurance - however the landlord is required to have buildings insurance in place.

Under the terms of the tenancy the tenant is responsible for maintaining the condition of the property internally and for maintaining the gardens and grounds.

The End of the Tenancy

At the end of the tenancy the tenant is required to hand the property back to the landlord on the agreed day and return all keys to the landlord or Butler Sherborn LLP. All utility accounts should be closed and settled and we recommend that final statements be supplied to the landlord to confirm this has been completed. The property and it's contents should be cleaned to a professionally standard at the end of the tenancy and any damage to the property or loss, caused by the tenant, made good before handing over the keys.

Check Out

On expiry of the tenancy the Inventory Clerk will return to the property and carry out a full Check Out inspection, referring to the original signed Schedule of Condition and Inventory. The report will then be forwarded to both the landlord and tenant for agreement. Butler Sherborn LLP will **only** release the deposit on receipt of signed authorisation from both the landlord and tenant confirming agreed deductions, if any, to be made from the original deposit. Should agreement not be reached between landlord and tenant – the issue is then referred to The Dispute Service for settlement and court action if necessary.



www.butlersherborn.co.uk