

All agents displaying The Property Ombudsman logo will be following a comprehensive set of standards laid down in the TPO Code of Practice, a copy of which can be obtained from any member agent or from the website at www.tpos.co.uk. A copy can also be obtained from the Ombudsman's office (telephone 01722 333306) where further assistance can be given if you feel you have been disadvantaged by an agent.

A general guide for consumers (Consumer Guide) is also available from the same sources.

You should also understand that 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 of a property in finding a suitable tenant. He will show prospective tenants around the property and will deal with the formalities of referencing and compiling 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 Agent** – 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 Tenancy Deposit Protection Scheme** – by law any deposit taken in relation to what is called an Assured Shorthold Tenancy, the commonest form of tenancy, must be protected by a government approved deposit protection scheme. The agent should advise you which scheme he is registered with and what arrangements have been made to protect the deposit. It may be necessary for the landlord to arrange protection.

When dealing with an agent you should ensure that you understand:

- 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.
- He 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 the property before you move in make sure that the conditions you have specified are written down and agreed by the landlord.

In particular you should:

- 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 a notification from you and to pass that message 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.
- Be aware that 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. Note that there is a time limit of 14 days after the end of the tenancy.
- Be 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 status report.
- Make sure that you receive copies of all documents relating to your tenancy.