

## TENANT GUIDANCE NOTES

These notes have been compiled to help you to have a smooth and trouble free tenancy. Please read them carefully and then retain for future reference when you have a query.

### Keeping in Contact:

If your contact details change for any reason during your tenancy, we ask that you update Rochills and your landlord with the new details. It is important that we and your landlord have your up to date details, especially in the case of emergencies.

### Payment of Rent

As a tenant it is your responsibility to ensure that you pay your rent on time.

Your rent needs to reach either Rochills bank account or the landlord's bank account by no later than the start of each rental period.

You are responsible for ensuring that your bank set up the standing order mandate. You will have received a copy of the mandate to help you with this. We recommend that you check with your bank a couple of days prior to the first rental payment that the mandate is in place.

**PLEASE NOTE: Late payment of rent will have a negative effect on any reference Rochills or your landlord may have to submit for you in the future. It is therefore imperative that your rent is paid on time.**

### Maintenance:

We ask that our tenants treat properties with respect and maintain them to a good standard. If you are in any doubt or need assistance, we have a team of good quality and cost effective cleaners and gardeners who can help you with day to day property maintenance that would fall under your responsibility as a tenant.

It is a condition of your Tenancy Agreement that you report maintenance problems as soon as possible. If you do not report problems promptly and as a result the problem gets worse or causes damage to the property you could be charged for this.

**As a tenant, you are obliged to carry out small household maintenance tasks. For example:**

- \* Changing and replacing - light bulbs, fluorescent tubes, fuses, cooker hood filters etc
- \* Tightening hinge screws and door handles
- \* Oiling hinges and locks
- \* Dealing with ants and wasp nests etc.

We retain a list of approved contractors for all types of maintenance work in all areas covered by our office. However, please be aware that they are private contractors and we are subject to their working practices in respect of supply of parts, peak time appointments and access to the property. Most contractors will only carry our work during normal business hours and you will need to be available to give them access. We appreciate this is not always convenient but is no different to an owner-occupier.

- \* In this event of an emergency, you will be expected to take the same appropriate action as an owner-occupier to limit the damage to the property. For example, if a water pipe burst you must immediately turn the water supply off. Please familiarise yourself with the location and operation of the stopcocks in the property.
- \* If there is a maintenance agreement or warranty in place, only the notified contractor can be used. For example, if you have a heating problem outside of the office hours and your landlord has a British Gas 3\* agreement, only British Gas can be used to solve the problem.

**For tenants where the Landlord manages the property maintenance themselves, Rochills Limited has no authority to deal with any maintenance in the property. You will have been provided with your landlord's contact details for this purpose and should contact them direct to report any maintenance issues.**

**For Tenants in Our Managed Properties:**

- All routine maintenance tasks should be reported to the Property Management Co-ordinator during normal office hours who can be contacted on e-mail: [propertymanagement@rochills.co.uk](mailto:propertymanagement@rochills.co.uk) or telephone **01932 310 320**.
- For emergency maintenance outside of normal office hours, please call this office and emergency contact information will be given to you on the answering machine. Please note:
- Make contact only with our authorised contractors.
- Works carried out by any other contractor will have to be paid by you.
- Our contractors have been instructed to deal only with genuine emergencies notified outside office hours.

**Controlling Condensation in Your Home**

**What is condensation?**

Condensation in your home is caused by warm, vapour-laden air meeting a cold surface such as windows, mirrors, walls and tiling etc. When the air cools, it can't retain the moisture, and some of it condenses into small droplets of water on these cold surfaces. You can see this happening on the bathroom mirror when the room is steamed up with hot water from a running bath or shower.

Modern features such as double glazing and loft insulation are important to keep our homes warm, but they can also cause problems associated with poor air circulation. Where there is inadequate ventilation, condensation and stale air can result.

With the relatively high cost of heating, we don't want to keep our windows open particularly when it's cold outside. So we need to minimise the problem as much as possible.

**Steps to minimise condensation:**

1. When cooking, cover pans and avoid leaving kettles on the boil.
2. When washing clothes, wherever possible, it is better to dry your clothes outside. If this is not possible, put them in the bathroom, with the door closed and the bathroom fan on (if fitted), and leave the window open. If you have a tumble dryer, run the vent pipe outside (unless it is a self-condensing type). You can adjust the vent pipe to run outside, with a simple DIY kit.
3. It is important to make sure your home is property ventilated. There will always be some moisture present in the home and you should have some form of ventilation available - often by air bricks (which must never be covered over).
4. When using the bathroom or kitchen, keep the door closed whenever possible. This will help to contain the moist or stale air in that room.
5. Where furniture such as cupboards are against the wall, try to keep a small distance between the back of the cupboard and the wall, particularly if the wall is generally cold, and some form of ventilation in any cupboards is a good idea, to keep the air circulating.

6. Whilst it is a good idea to draught proof your home, it is important to remember not to block airways that will prevent air circulating.

- \* Don't block fixed ventilators such as air bricks or chimneys completely.
- \* Don't draught proof rooms where there is a problem with condensation or mould.
- \* Don't draught proof the kitchen or bathroom.

7. As we have already mentioned, it is cold air that causes the problems associated with condensation. Wherever possible, particularly in cold weather, you should try to keep your home warm with some form of background heating, even if you are not in the home. This applies in particular to bedrooms and especially in flats and bungalows.

### **Cleaning and maintaining washing machine throughout your tenancy**

It is strongly recommended that once a month the washing machine is put through a 90-degree wash, without any clothes, with a strong detergent containing bleach. This is to prevent the build-up of black mould in door seals and soap and softener dispensers. Black mould can cause allergies and illnesses. You may be able to scrub lightly affected areas of the door seal with an old toothbrush and an abrasive cleaner. If cleaning by hand, please read the label of any cleaning products prior to use and take any recommended precautions.

### **Accounts Queries**

- \* If you have any queries on your rental account and you pay your rent directly to Rochills Limited, please either e-mail to [lettings@rochills.co.uk](mailto:lettings@rochills.co.uk) or phone on 01932 22 21 20.

### **Gas Safety Records**

- \* If the property has a gas installation and/or appliances then in accordance with the Gas Safety (Installation & Use) Regulations 1998, the Gas Safety Record must be renewed annually. Our Property Management Co-ordinator or the landlord will contact you approximately 6 weeks prior to the renewal date.
- \* We will instruct the contractor who will in turn contact you to arrange a date and time to carry out the inspection. It is a statutory requirement that you must allow the contractor access when requested.

### **Energy Performance Certificates**

From 1st October 2008, when a property is marketed for rental purposes, the landlord is responsible for ensuring a valid Energy Performance Certificate (EPC) is made available. The Landlord is not under any statutory obligation to carry out any works as recommended on the EPC.

### **Inventory**

- \* If the landlord has prepared the Inventory, please follow the instructions given by the landlord.
- \* **If the landlord has opted to take our Inventory service then the following applies:**
- \* The Inventory is a very important document that records the condition of the property and its contents at the start of your tenancy. At the end of your tenancy, our representative (or the landlord) will use this document to check the property and its contents and if there are any differences (items missing, broken or damaged), if all parties are in agreement, you will be charged to either make them good or for the replacement value.

- \* If the Inventory was not available when you signed the Tenancy Agreement, it will be sent to you as soon as possible. From the date of receipt, you have 7 days to check the Inventory and satisfy yourself that it is correct. Please complete the Inventory Acceptance Form and send it to us (even if you do not find any discrepancies or have any comments to make). Any discrepancies notified after the 7-day period will not be accepted.
- \* The meter readings and the number of keys are also recorded in the Inventory.

### **Routine Visits for Managed Properties:**

- \* We are under obligation to your landlord to conduct Routine Property Visits. The Property Visit timetable will be:
  - \* A visit within the first 6 months except where Landlords have requested a different schedule
  - \* If the tenancy is extended, subsequent visits are made at 6 monthly intervals.
- \* We will contact you by letter prior to each visit to arrange the time and date. It is preferable that you attend these visits however it is possible for us to do them unaccompanied subject to receiving your permission.
- \* Please ensure your copy of the Inventory is available for the visit. Please notify our representative if you have any concerns about the property.

### **Early Termination:**

At Rochills, we do understand that sometimes peoples personal situations change and we will always do everything that we can to assist in these circumstances. Please be aware that the tenancy agreement that you have entered into is a legally binding agreement. Any request to terminate this agreement is completely at the landlord's discretion. If your landlord is in agreement to an early release, you as the tenant will be liable for any costs the Landlord would incur to re-let the property, as well as any rental payments due up until either a new tenant is successfully contracted to the property or your fixed term comes to an end, whichever happens the soonest.

### **Renewing/Ending the Tenancy:**

Approaching the final stages of the tenancy we will contact you to discuss and arrange to renew your tenancy if both tenant and landlord are in agreement.

If you wish to end the agreement, we ask that the tenants serve two month's written notice to Rochills, subject to the contract being in the time frame where the break clause can be instigated.

When the tenancy is renewed, there is an admin charge of £95.00 plus VAT that you, the tenant will be liable to pay. This is outlined in the Tenancy Fee Declaration form you signed when you paid your holding deposit.

To enable us to provide an efficient service, we would be grateful if you could advise us in writing of any change to your personal details.

### **Check Out Appointment**

- \* We will contact you when the Tenancy Agreement is due for renewal. If you or the landlord decides not to renew, we will arrange for our representative to carry out a Check Out with you on your last day of the tenancy, or the next working date if this should fall on a weekend or Bank Holiday.
- \* It is in your best interests to attend this Check Out appointment. You must be ready to give up possession of the property at the time of the appointment. If our representative attends and you are not ready to move, an abortive charge may be made. If you experience any delay in moving, please notify

us at once to re-arrange the appointment.

\* **On the Check Out our representative will:**

- \* Check the property against the initial Inventory and compile a Schedule of Damage and Unreasonable Wear and Tear Report.
  - \* Record the utility meter readings and note your forwarding address. (Please note: If you are not going to be present, please ensure we have your forwarding address or there may be a delay in processing your deposit.)
  - \* Collect all keys from you and legally take possession of the property on behalf of the landlord.
- \* The check out is likely to take at least 1 ½ hours to complete. At the end of the appointment you will be given the opportunity to comment on our representative's findings and you will be sent a copy of the Schedule of Damage and Unreasonable Wear and Tear Report. A copy is also sent to the landlord for their comments regarding any deductions they may propose. You will be given the opportunity to either agree or disagree with the Landlord's proposals.
- \* The security deposit will be released in accordance with the Tenancy Deposit Scheme (TDS) guidelines. If applicable, any disputed balance will be passed to the TDS for resolution.
- \* To avoid damage/unreasonable wear and tear charges, please read carefully the guidance notes for Check Out which are sent you when your appointment is arranged. These notes have been compiled to help you achieve a trouble free Check Out and a speedy return of your deposit.
- \* **Please note a Check Out fee will be charged to your deposit at the end of your tenancy at the prevailing rate.**

### **Stamp Duty Land Tax**

- \* The tenant is liable for the payment of any Stamp Duty Land Tax (SDLT) which may become due during the term of the Tenancy Agreement; and for completing and submitting the relevant declaration form(s) (SDLT1 and SDLT4) and forwarding them to Her Majesty's Revenue and Customs.

### **Insurance**

- \* The landlord is responsible for insuring the buildings and any contents he has provided.
- \* Your own possessions are not covered by the landlord's insurance. As a tenant it is your responsibility to insure your own contents.

### **Tenant Sharers**

- \* If you are a group of individuals sharing a property (rather than a family or couple) please note that: You are all jointly and severally liable for the tenancy. This means that you are collectively as well as individually liable for the rent. Similarly, you are collectively as well as individually liable for any damage or excess wear and tear.

When the deposit is returned at the end of the tenancy we cannot return it in shares to individual bank accounts. It will be returned to one nominated account (usually the one from which the rent has been paid).

- \* On check out, one tenant will be deemed to have the authority of the other tenants for any decisions that are made.

### **Complaints**

- \* Letting is a complicated business and occasionally procedures do not go according to plan. If you feel at any time you have a complaint about our service, please contact the Lettings Manager who will make every endeavour to resolve the problem.