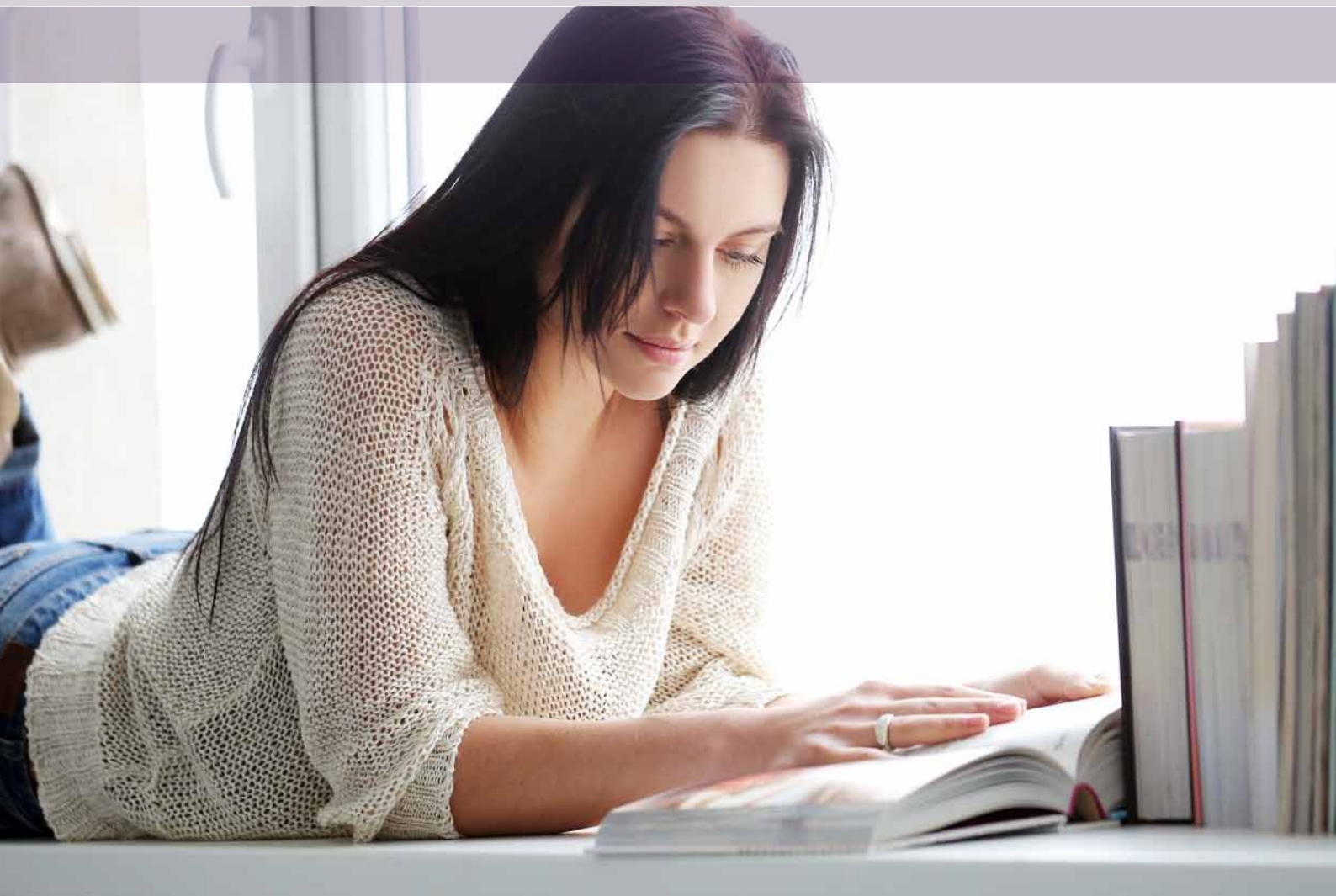


# The Student Tenant Guide to Renting a Property



There are a number of considerations that Student Tenants need to be aware of when renting a property in England and Wales. We want your Tenancy to run as smoothly as possible. Renting a property can be an uncomplicated and pleasant experience, provided you are aware of, and understand, all the ground rules.

This booklet is designed to guide you through the process and provide you with some useful information. It is not intended to be a substitute for other professional or legal advice you may wish to seek. Should you wish to discuss any of the information contained here, or have any further queries, please do not hesitate to contact this office.

Please note that any reference to “you” within this document refers to all of the Student Tenants and any applicable Guarantors being jointly and severally liable.

## **FINDING YOUR PROPERTY**

### **Select the Property that is Right for You**

We suggest that where possible all members of the intended group of house-mates view the properties together. Very often parents or guardians who are going to act as Guarantor also attend the viewings.

It is important to note that a property is let “as seen”. You are renting the property as you have seen it at the time of viewing, with the furniture it has, as detailed in the inventory for the house. If you view a property which is still occupied by the owner or present tenant you will be advised regarding any items which will not be included in your Tenancy, but we recommend you also ask for clarification to avoid any misunderstanding or disappointment.

Properties are not re-painted or re-carpeted for every new tenancy and if you are in doubt as to any works that are going to be carried out prior to your taking the property, then please ask.

Any special requests regarding the decorations, furniture, fixtures and fittings must be made and agreed between the Landlord and Tenant before the Tenancy Agreement is signed. The Landlord is not obliged to change curtains you subsequently decide you do not like or replace a fridge that you decide is not big enough after you have moved in.

### **Pay the Application Fee**

Once the group has chosen their preferred property, you will be asked to pay an Administration Fee so that we can commence the process for arranging your tenancy. This is a non-refundable charge made by Rees & Associates to cover our administrative costs. If you change your mind or the tenancy does not proceed for any reason other than the Landlord withdrawing the property from the market, then this money will not be refundable. Once paid we will advise other applicants that the property is under offer, and we will hold the property for you, *subject to contract and satisfactory references*. This means that there is no obligation on the Landlord to proceed until satisfactory references have been obtained and the Tenancy Agreement has been signed.

### **Provide Details of Your Guarantor**

A Guarantor is someone who is prepared to undertake responsibility for all the Tenant’s obligations within the Tenancy Agreement, i.e. in relation to the payment of rent, any damage to the property and the behaviour of the Tenant.

The Guarantor must complete an application form and consent to references being taken on them and also to sign a Guarantor Agreement to confirm their obligations to the Landlord. These obligations will remain throughout the duration of the Tenancy.

### **Provide Your Identification and Proof of Residency**

All Tenant and Guarantor applicants are required to provide two forms of identification.

- **Photographic ID** – This can be Passport or Photo ID or current UK/EU Photo Card Driver’s License.
- **Proof of Residence** – for both term and non-term time addresses. This can be a utility bill or mobile phone bill or a bank/credit card statement addressed to you at these addresses dated within the last 6 months.

### **Make Application for a Tenancy**

You and your Guarantor will be asked to complete a reservation form and an application form. Once submitted and checked, credit checks and references will be applied for.

You will need to know the telephone numbers, fax numbers and email addresses of your current Landlord and we suggest you let them know in advance that they will be contacted for a reference to avoid any unnecessary delays in the process.

### **Provide Student Council Tax Exemption Certificate**

Full time students who are following a recognised course of study are usually exempt from paying any charges in relation to the payment of Council Tax. We will notify the Council Tax department of your student status, but in order to qualify for full exemption you must provide us with copies of your student tax exemption certificates that cover the entire period of the Tenancy. Certificates are readily available from your University. Please note that you will be ultimately responsible for the Council Tax due on the whole property until all exemptions are registered.

## AFTER YOUR APPLICATION HAS BEEN PROCESSED

Once all of the referencing processes have been completed with satisfactory results, Guarantor Agreements will be issued to each Guarantor, upon receipt of all signed Agreements, the Tenancy Agreement will be issued for you to sign in advance of the Tenancy commencing. You will also be advised of everything you must do and pay before occupation can take place.

### The Tenancy Agreement

Your tenancy will be formalised under a single Tenancy Agreement (usually an Assured Shorthold Tenancy Agreement) for the agreed fixed period. The Tenancy Agreement will clearly outline the responsibilities and obligations of both the Landlord and the Tenant and it is very important that you understand the commitment you are entering into.

Once you have signed the Tenancy Agreement it becomes a legally binding contract for the fixed period and can only be broken with the express consent of all parties. You will be therefore be given the opportunity to read through the Tenancy Agreement and discuss any questions you may have with us, or seek other independent advice, before you sign it.

### Sharer Tenants' Joint and Several Responsibility

Individuals renting a property together ("sharers") must all be named on the Tenancy Agreement under "joint and several" liability. 'Joint and several' is a legal phrase, which means that each person has the same interest in the property and is equally responsible for making sure that all obligations under the Tenancy Agreement are met.

This includes the full payment of rent, Tenant behaviour and any damage to the property.

In other words, should one Tenant default in their rental payment, the other Tenants are liable and responsible for the outstanding balance. Equally, in the case of damage to the property, if damage is caused by one Tenant, the other Tenants are deemed equally responsible when deductions are made from the security deposit (see later).

The joint and several liability also applies to the termination of a Tenancy, one sharer wishing to end a Tenancy (provided there is provision to do so within the terms of the Tenancy Agreement) is deemed to be doing so on behalf of all the Tenants.

It is therefore vitally important that you only enter into a Tenancy Agreement if you are entirely happy with this arrangement.

### The Security Deposit

The Tenancy Agreement will state the amount of Deposit you will be required to lodge as security against damage and disrepair at the property not attributable to fair wear and tear. This is usually equivalent to six weeks rent and is payable as one single payment in cleared funds at the same time as the first rental payment i.e. before the start date of the tenancy. The Deposit will be safeguarded by one of the Government designated schemes as required by the Compulsory Tenant Deposit Protection regulations under the Housing Act 2004.

Further information will be provided to you within your Tenancy Agreement. Where the deposit is held by Rees & Associates Property Management, we will do so as Stakeholder under the scheme administered by The Dispute Service. We shall place the Deposit in a nominated client account as soon as reasonably practicable. Any interest earned on the Deposit shall be retained by Rees & Associates Property Management, and used to cover administration costs.

The Deposit is dealt with as one lump sum, not as individual shares. At the end of the Tenancy the Tenants are jointly responsible for any damage at the property and deductions will be made from the whole deposit regardless of where in the property the damage occurred. On agreement of any proposed deductions the deposit will be returned to one designated account. Any disputes between sharing Tenants relating to the balance of the Security Deposit must be resolved by the Tenants, the Landlord or Rees & Associates Property Management cannot act as mediators in such disputes.

### The Rent Payments

The rent is payable in advance in monthly instalments throughout the term of the Tenancy. It is recommended that in advance of the moving day, the Tenants open a "house" bank account into which money is paid by each individual and from which the rent is paid as one payment to Rees & Associates Property Management. This account can also be used for other household bills, such as utility payments.

**The first rent instalment** must be received in our account by no later than the Tenancy start date. This must be in cleared funds which can be in the form of a Bankers Draft or Building Society cheque, or payment may be made by direct Bank Transfer, BACS or CHAPS. A personal cheque is only acceptable if it is received at least 10 working days in advance of the Tenancy start date.

**Thereafter** the rent payments must be made by one Standing Order (we do not operate a direct debit system). The rent must leave your account at least 3 days before it is due, to ensure it reaches our account by the rent due date. Standing Orders are your instructions to your bank to make a payment on your behalf; they cannot be changed or cancelled by anyone other than yourself. We will provide you with a partially completed Mandate so that you can set up the payment with your bank. Should you fail to pay the rent on time then interest will be charged at a daily rate until the rent is received in full and you may also incur further administrative charges for the recovery of any rent arrears. Our administrative fees are detailed in our fee summary, which can be found at the end of this document.

## OTHER THINGS TO DO BEFORE THE START OF THE TENANCY

### Register for Utility Services

Rees & Associates Property Management acting as Managing Agent for your Landlord will contact the relevant utility suppliers to inform them of the change of occupant at the property. Meter readings will be taken by the Inventory Clerk when preparing the ingoing Inventory.

## Telephone

Your Landlord is not responsible for providing a telephone line to the property. If you wish to install a telephone line you must make the arrangements direct with the provider and you will be responsible for all charges that are incurred in both the connection of the line and any subsequent bills.

If there is already a telephone line at the property the Landlord is not required to ensure it is connected for your Tenancy, it will be your responsibility to arrange and pay for reconnection and the subsequent bills.

If there is a telephone line connected at the start of your tenancy, you should not change the existing telephone number unless you have been given written permission to do so by either the Landlord or Rees & Associates Property Management.

## Insurance Cover

Your Landlord will insure his property. He will insure the building and the contents, eg furniture, fixtures and fittings that belong to him. However the Landlord's insurance cover will not include the Tenants' personal possessions, neither will it include damage accidentally caused to his property by you. Rees & Associates Property Management strongly advise you to insure your belongings with a reputable insurer.

We can give you details of companies offering specialist Tenant cover so that you can make arrangements for this.

## TAKING OCCUPATION OF YOUR HOME

### The Start of Tenancy Appointment

Only one tenant from the group need attend our offices on the start date shown on the Tenancy Agreement. Before the start date it is your responsibility to ensure that you have returned the signed Tenancy Agreement and paid the deposit and first month's rent in cleared funds, otherwise keys cannot be released. The appointment will last approximately 20 - 30 minutes and we will provide you with any relevant information relating to the property.

### Inventory and Schedule of Condition

You will be provided with an Inventory of Contents and Schedule of Condition of the property. This is a very important document and an essential part of your Tenancy. This document will be used to compare the condition of the property at the end of your Tenancy so that any missing items, damage etc may be accurately assessed and the appropriate deductions made from your Security Deposit. You must read the document carefully and notify us in writing of any discrepancies within the first 14 days of the start of the Tenancy. If no comments or queries are received, this will be taken as your confirmation and agreement to the accuracy of the Inventory.

## DURING YOUR TENANCY – LANDLORD OBLIGATIONS

- The Landlord must ensure that all furniture and furnishings which he has provided as part of the Tenancy complies with The Furniture and Furnishings (Fire) (Safety) Regulations 1988 (as amended in 1993). Most new furniture is required to carry a display label or fixed label to show that it complies with these Regulations. All furniture manufactured since 1 March 1989 or sold by a retailer after 1 March 1990 will automatically comply.
- The Landlord must ensure that all gas appliances provided in the property as part of the Tenancy, and the pipework supplying gas to these appliances, comply with The Gas Safety (Installation and Use) Regulations 1998 and are maintained in good order and in a safe condition so as to prevent risk or injury to any person. The Regulations require that the appliances and pipework are checked for safety by a Gas Safe qualified gas engineer prior to the commencement of a tenancy and every 12 months thereafter. A record of the safety check must be supplied to each tenant and a copy kept by the Landlord and/or his Managing Agent for at least two years. See also under Security & Safety Issues later in this booklet.
- The Landlord must ensure that all electrical appliances, wiring, plugs and sockets provided in the property as part of the Tenancy are safe and will not cause danger and comply with The Electrical Equipment (Safety) Regulations 1994 and The Plugs and Sockets etc (Safety) Regulations 1994. Electrical appliances must carry a 'CE' mark and instruction books or clear working instructions must be provided for the Tenant.
- The Landlord must comply with the Landlord Repairing Obligations imposed upon him under Section 11 of the Landlord and Tenant Act 1985 as amended by Section 116 of the Housing Act 1988. These obligations require that:
  - the Landlord keeps the structure of the building including the drains, gutters and downpipes in good repair. If the property is a flat in a purpose built block, then this responsibility lies with the Freeholder and his Managing Agent will ensure that these are monitored.
  - the Landlord keeps in good repair and proper working order the installations for the supply of water, gas, electricity and sanitation (including basins, sinks, baths and toilets) and the installations for heating and hot water.

The Landlord is required to undertake repairs during the Tenancy to comply with his repairing obligations, however if a fault occurs as a result of neglect or misuse by any of the Tenants or your visitors, then the cost of the repair will be your responsibility.

Please note that the Landlord cannot comply with his obligations if he is not aware that there is a problem. Under the terms of your Tenancy Agreement you are obliged to report all problems or potential problems to us or to your Landlord (for example if a bath seal is loose, or a damp patch is noticed on a wall or ceiling) as soon as practicable so that the necessary action can be taken.



- To comply with the Compulsory Tenancy Deposit Protection regulations for Assured Shorthold Tenancies under the Housing Act 2004, the Landlord must arrange for the Tenant's Security Deposit to be safeguarded, by himself or by his appointed Agent, under one of the three government authorised Schemes. All three schemes provide a dispute resolution service to deal quickly and fairly with any disagreements which may arise between the Landlord and the Tenant about how much of the Deposit should be returned at the end of the Tenancy.

Confirmation of the way in which your Deposit is protected will be included in your Tenancy Agreement, plus you will be provided with all the details of the Scheme provider and how the Scheme works.

## THE TERMS OF YOUR TENANCY

The Tenancy Agreement contains the terms, conditions and obligations of the Tenancy and the things which the Landlord and the Tenant agree to do, or not to do, during the Tenancy. Any special consents or permissions granted by the Landlord will be outlined in the Tenancy Agreement.

### Restrictions

Below is an idea of what you are not normally allowed to do at the property.

- Run a business from the property.
- Re-decorate or in any way change the structure of the property.
- Remove items belonging to the Landlord from the property.
- Keep bi/ motor-cycles inside the property.
- Do not play loud music or make other excessive noise between certain hours.
- Do not keep pets in the property.
- Do not block or keep personal items in the communal areas.

### Communal Areas

These typically include hallways, kitchens, stairwells, gardens and parking areas. Communal areas are accessed by all of the residents in the property and the Tenancy requires that they must be kept clear at all times to avoid any potential hazards to the safety of Tenants.

### Parking

If a parking space is allocated to your property as part of the Tenancy the details will be shown in the Tenancy Agreement. You may need a key fob, or code, or a special permit to display in your vehicle if the space is in a communal area. Some communal parking areas have special visitors' parking spaces. These are strictly for temporary use of visitors and not for regular Tenant or occupiers' use.

Many communal parking areas operate wheel clamping for unauthorised parking, so it is important that you park correctly at all times, not only to avoid clamping but also to avoid upsetting your neighbours. This may be considered anti-social behaviour and will be a breach of your Tenancy Agreement.

### Rubbish and Recycling

All rubbish and recycling must be disposed of regularly in the appropriate manner. Do not allow rubbish to accumulate within your property, it is a safety hazard and a breach of your Tenancy Agreement. You should check with neighbours or the local authority to establish the regular collection days and any special arrangements they may operate. Cambridge City Council offer recycling facilities and you are responsible for separating your rubbish if required.

### Cleaning

You must keep the property (including the windows) in the same clean and tidy condition that it was in at the start of the Tenancy. Whilst each Student will be expected to keep their own bedroom area clean, the cleaning of the communal areas (kitchen, lounge, bathroom etc) must also be maintained. Some housemates devise a cleaning rota at the start of their Tenancy to ensure these areas are not neglected. Remember keeping the property clean will result in few deductions from your Security Deposit at the end of the Tenancy.

### General Care of the Property

During your tenancy you are required to act in a "tenant-like manner" which means you are expected to take reasonable care of the property and its contents and ensure that your visitors do the same. If you or your visitors cause any damage you will be responsible for the cost of the repair by a professional contractor. These costs can also be sought from your Guarantors where necessary, and reports of damage will be relayed to all Guarantors in writing.

### Furniture and Furnishings

If your Landlord has provided furniture and furnishings in your property, then you have a responsibility under your duty to treat the property in a "tenant-like manner". This means that you must respect the items and not allow them to be damaged as a result of neglect or misuse by either you or your visitors. The condition of the furniture and furnishings will be noted on the Inventory and Schedule of Condition at the check-in, and you are expected to return them in the same condition (allowing for fair wear and tear) at the end of the Tenancy. If you fail to do so, then deductions will have to be made from your Security Deposit to compensate the Landlord.

Furniture and furnishings must not be removed from the property during the Tenancy. Neither should they be moved into a garage or shed or other out-house for temporary storage. If you wish to move any items from the property you must first contact us for written permission.

If you move furniture around within the property during the Tenancy, you must return it to its original position at the end of Tenancy as shown in the Inventory. If you fail to do so you may be charged for the cost of labour required to reposition the items.

In addition you must take special care when moving furniture, if you cause damage to the walls, doors or floors whilst doing so, you will be liable for the cost of the repair.

### **Hanging Pictures and Mirrors**

Your property will probably already have picture hooks on the walls. If you wish to hang pictures you may use these existing picture hooks. If there are no, or not enough, existing picture hooks, your Tenancy Agreement prohibits you from putting up your own picture hooks without prior written permission from us or from your Landlord. You must therefore first contact us to request permission to do so; otherwise you will be in breach of the terms of your Tenancy Agreement.

Please note that your Tenancy Agreement strictly forbids the use of drawing pins, sellotape, blu-tack or other similar adhesive on the walls, regardless of whether there is evidence of such being used in the past. Only proper picture hooks may be used, provided you have received written permission to do so.

### **Malicious Damage**

If there is any malicious damage or a break in at the property you must notify us or your Landlord immediately. You must report the occurrence to the Police. Should you wish to make a claim under your personal insurance; the insurer will require a Police Crime Number, as will the Landlord's insurer.

### **Smoking**

Under the terms of your Tenancy Agreement, you are not permitted to smoke inside the property, and are required to prohibit your visitors from doing so. As well as being a potential fire hazard, smoking reduces the "life" of the decorations and furnishings in a property, causing discolouration and odour, necessitating more frequent re-painting and cleaning of curtains, carpets and upholstery. This will be evident to the inventory clerk at the end of tenancy check-out, and will result in deductions from your deposit. Smoking is permitted in the garden, if your property has one.

### **Illegal Drugs**

As well as being prohibited by your Tenancy Agreement, the use of any illegal drugs is not permitted by law within the property by any persons. Rees & Associates Property Management are obliged to contact the police if evidence of such use comes to our attention.

### **Pets**

Generally no pets of any kind are allowed to be kept in a rented property without prior written consent from the Landlord. If you wish to keep a pet at the property you must seek approval prior to the start of the Tenancy. If the Landlord does give his permission, then an additional Security Deposit will be required. The additional deposit will be no less than the equivalent of two months rent but this may vary according to the Landlord's requirements and the type of pet to be kept at the property.

### **TV Licence**

You are responsible for purchasing a television licence to cover the fee required by law for the use of any television set in the property during the tenancy. This includes if you watch programmes on a laptop. This can be arranged online at [www.tvlicensing.co.uk](http://www.tvlicensing.co.uk)

### **Cable or Satellite**

Cable or satellite television installations are not normally included in rented accommodation. You must seek permission from the landlord if you wish to install cable or erect a satellite dish, but this may not be granted.

### **Guests Staying**

Whilst it is expected that tenants may wish to have occasional guests to stay for a day or two, please be aware that long term or multiple guests may constitute a breach of your Tenancy Agreement. If in doubt, please check with us or the Landlord first. You should notify us or your Landlord if you are intending to have guests staying at the property for longer than a few days.

### **Houses in Multiple Occupation (HMO)**

There is special legislation that provides additional protection for people who live in shared accommodation with shared facilities. Landlords must ensure that they comply with this legislation, and where applicable they may be required to apply to the local authority to obtain a License which will stipulate how many people are allowed to live in the property. You will be notified if your property and Tenancy is a Licensable HMO and if it is, it is essential that you limit the number of people living at the property to those named on the Tenancy Agreement so that you do not contravene the terms of the License.

## **SECURITY AND SAFETY ISSUES**

### **Keys**

Each Tenant will be provided with one set of keys for the property, and if we are managing the property for your Landlord, Rees & Associates will hold a Management set at our offices. Please note that your Tenancy Agreement prohibits you from getting extra sets of keys cut without prior written permission from us or from your Landlord.

Do keep all keys safe, including key fobs and any codes that have been issued to you. You will be liable for the cost of replacing any keys that are lost. If as a result it is necessary for a new lock to be fitted, it will be your responsibility to instruct a locksmith and you must ensure that a new set of keys is provided to us. If you mislay your keys, or leave them in the property, you must contact a fellow Tenant to assist you to gain entry. Rees & Associates cannot lend you their Management set.

For your own safety, keys must not be given to any person who is not named on the Tenancy Agreement.

Do not allow access to your property or give access via a communal entrance to anyone that you do not know or are not expecting. Remember locks are fitted for your safety.

## Security at the Property

Throughout the Tenancy the Tenants are responsible for the security of the property. This is a Tenant obligation under the Tenancy Agreement. All the occupants must be aware of this and take precautions to safeguard the property, its contents, and their personal possessions.

- Keep laptops and other items of value out of sight from potential passing intruders.
- Do not leave accessible ground floor windows or doors open in unoccupied rooms.
- Ensure that all doors and windows are locked when there is nobody in the property.
- If there is burglar alarm fitted at the property, it is essential that all occupants know how to operate it and that it is activated every time the property is unoccupied.

Please be aware that most insurance policies are invalidated if a break-in is the result of “unforced entry” – ie if an intruder gains access to an unoccupied property via an open or unlocked window, or when the burglar alarm has not been activated. This means that a claim cannot be made under either the Landlord’s or your own insurance policies and as a consequence you will be responsible for the cost of any damage or loss.

## Leaving the Property Unoccupied

Your Tenancy Agreement will require you to notify your Landlord or Rees & Associates if the property is going to be completely unoccupied for a period of more than 14 days. If you fail to do so it may invalidate your and the Landlord’s insurance cover.

## Broken Window Glass

Broken glass is dangerous and should be dealt with quickly by professionals. It can also pose a security risk, potentially providing easy access to the property by an intruder. If any window or door glass is broken at the property, it is your responsibility to ensure it is repaired without delay. If damage or loss occurs to the property or its contents as a consequence of your failure to act promptly, you will be liable for the resulting costs.

## Be Fire Aware

You should be aware of potential fire hazards that you may create in the property. Do not wedge open fire doors or remove the batteries from the smoke alarm, this could endanger your life in the event of a fire. Do not leave open fires, hot cooking oil or burning candles unattended.

Remember that as well as the potential danger, you will be liable for the cost of repairing any damage caused through your misuse or negligent use of fire hazardous items. We suggest you refer to [www.firekills.gov.uk](http://www.firekills.gov.uk) for more information.

## Gas

### If you smell gas...

- Call free the National Gas Emergency Service immediately on 0800 111999.
- Do not smoke or strike matches or turn electrical switches on or off.
- Do put out any naked flames and open all doors and windows immediately.
- Keep away from the area and turn off the gas meter at the control valve.

### Landlord Gas Safety Record

The gas appliances and pipework in your property will be tested for safety before the start of your tenancy, and you will be given a copy of the Landlord Gas Safety Record which shows that all are in a safe condition at the Start of Tenancy Appointment. These tests are undertaken every twelve months to ensure your continuing safety, at which time you will be provided with a further Landlord Gas Safety Record. It is essential that you allow access for the check to be conducted.

In the very rare event that there is an escape of carbon monoxide between checks, this cannot be detected by smell. We do not wish to alarm you as this really is an extremely rare occurrence and is usually associated with old poorly maintained boilers and fires, but it is important to be aware of the danger signs which are:

- Gas flames that normally burn blue, burning orange or yellow instead;
- Sooty stains on or just above gas appliances;
- Coal or wood fires that burn slowly or go out.

If you notice any of the above, or are in any way concerned that there may be a leak or a fault with an appliance, please report this to us or to your Landlord immediately.

### Electric and the Trip Switch

Most modern electric circuits are fitted with circuit breakers – called trip switches. If a fault occurs for any reason the trip switch will automatically trip to the “off” position turning off the power supply to the faulty area or appliance. Once you have identified the fault by a process of elimination, the faulty item can be unplugged until repaired, and the switch turned to the “on” position, thereby safely restoring the power. Rees & Associates will provide you with more detailed instructions at the start of your Tenancy.

## **MAINTENANCE ISSUES AT THE PROPERTY DURING YOUR TENANCY**

### **Access**

The Landlord or Rees & Associates or our appointed contractors will require access to the property from time to time during the Tenancy to undertake routine maintenance and repairs, to conduct management visits (usually every three months) or in the event of a major emergency. There will be a clause to this effect in your Tenancy Agreement, however the infringement on your privacy will always be kept to the minimum possible and, unless it is an emergency, you will be given prior notice.

### **The Role of Rees & Associates as your Landlord's Agent**

Your Landlord has appointed us to manage his property for him during the Tenancy, and authorised us to deal with any matters relating to his property and your Tenancy on his behalf. As Managing Agents we will hold keys to the property. We hope the Tenancy and your time in the property runs smoothly, however if you have any queries, or encounter any problems with the property during your Tenancy you should contact us.

### **Management Inspection Visits**

As part of our Management duties under our contract with your Landlord, we will be carrying out periodic visits at the property. We will always contact you by telephone or by letter prior to these visits to make a convenient appointment. It is not essential for you to be present for this appointment and as long as you are happy for us to carry out the visit in your absence, then we can access the property using the set of service keys we hold.

The purpose of the visit is not only to observe the condition of the property, but also to ensure that your occupation of the property is running smoothly for you. Potential problems can often be identified and prevented as a result of these visits. If you do not intend to be present at the visit, and there is something you would like to draw attention to, you can call us prior to the visit or leave a note in a visible place in the property on the day of the visit.

Following the visit you will be notified if there are any areas of concern, for example any areas that are unacceptably unclean or if a breach of the Tenancy is noted. You will usually be allowed a reasonable time to rectify the situation and the property will be revisited again.

### **Reporting Maintenance Problems**

Under the terms of your tenancy you are obliged to report all problems to us as soon as practicable so that we may send in a contractor to take the necessary action. You should not wait until the Management inspection visit if you notice a problem. If you allow a problem to get worse because you have not reported it, and as a result the cost of repair is higher than it would have been if you had not delayed, then you may be liable for the additional cost.

You must not contact a contractor directly, or attempt to carry out any repairs which require specialist knowledge yourself – you might make the problem worse. All repair work has to be agreed and arranged by ourselves on behalf of the Landlord and carried out by an approved contractor.

We will aim to deal with maintenance problems as quickly as practicably possible. However, where it is necessary for quotes, and your Landlord's consent to be obtained, then there may be a few days unavoidable delay. In such instances we will keep you informed of the progress of the works.

You will be provided with the telephone number on which you may contact Rees & Associates in the event that a maintenance problem arises. If the problem is with an appliance provided by your Landlord, it will be helpful if you have the details of the make and model and serial number of the appliance to hand when you call.

If the appliance is under guarantee, Rees & Associates will have to contact the manufacturer who will instruct a contractor to attend. If your property is a new-build, recently constructed or converted, it is possible that any repair may be covered by the builder's warranty and Rees & Associates will have to contact the builder.

Once the severity of the problem has been established, ie whether it is an emergency, and whether there appliance is covered by any guarantee or warranty, a contractor will be instructed to contact you directly to arrange to attend the property to deal with the problem. Rees & Associates may contact you after the contractor has attended to ensure that the works have been completed and the problem satisfactorily resolved.

### **Utility Meters and Stopcock**

In the event of an emergency, especially if it occurs out of office hours, you may need to take immediate action to stop a problem becoming worse. For example, if there is a water leak you will need to turn off the water supply. As soon as you move in you should therefore familiarise yourself with the location of the stopcock, the gas control valve, the electric fuse box and the utility meters as soon as you move in. This information should be listed in your Inventory and Schedule of Condition for easy reference. If you need assistance in locating them, please contact our maintenance department immediately.

### **Tenant Maintenance Responsibilities**

During your tenancy you are required to act in a "tenant-like manner" which means you will be expected to take reasonable care of the property and its contents. The Tenants are responsible for ensuring that you and your visitors do not abuse the property or infringe upon the peaceful enjoyment of the neighbourhood. The following are some (but not all) of the tenant maintenance responsibilities which will be included in the terms of your Tenancy Agreement.

- Keeping drains and guttering free of obstruction.
- Maintaining the garden (where agreed) in a tidy condition in accordance with the season.



- Sufficiently ventilating the property to ensure condensation does not build up in problem areas, eg opening windows or ensuring extractor fans are activated.
- Taking the necessary steps to prevent freezing of the water and heating systems, particularly if you are away from the property during the winter months.
- Not allowing rubbish to accumulate thereby avoiding any possible infestation and health hazard.
- Replacing window/door glass or mirrors which have been broken by you.

**Sinks Toilets and Drains** – You will be responsible for keeping drains and guttering free from obstruction. You will be liable for the cost of clearing any blockages that have been caused by your or your visitors' misuse or negligence. This may be caused if unsuitable items are put into toilets or sinks, such as nappies, sanitary towels, cooking fats and oils, tea leaves etc.

**Maintaining the Garden** – If there is a garden you may be responsible for keeping it in a tidy condition in accordance with the season (this will not apply to communal gardens at a block of flats). If you are unable as a group to maintain the required standard, you may wish to pay someone to do this for you. Rees & Associates Property Management can provide you with details of contractors who offer this service.

**Condensation and Ventilation** – Condensation starts as moisture that is produced by cooking, washing and using certain appliances. The moist air condenses on cool surfaces such as ceilings, walls, wall tiles and windows.

Condensation can be prevented or reduced by controlling the excess moisture in the following ways:

- Maintain a low background heat (min 13 degrees during cold periods is recommended).
- Close kitchen and bathroom doors to prevent steam going into other, colder rooms.
- Open kitchen and bathroom windows when cooking or washing.
- Use extractor fans where supplied (do not isolate fans in bathrooms).
- Open windows in all rooms to allow a change of air.
- Keep trickle vents open (these are small vents which can be opened without affecting the security of the property).
- Curtains and blinds should be kept open during the day.
- Wipe down surfaces and the area around windows and window sills when moisture settles to prevent mould forming.

- Ensure the tumble drier hose (if applicable where the tumble drier does not have a condensing unit) is directed outside the property to prevent moisture from the washing remaining inside.
- Dry clothes outside if possible.
- Do not hang wet clothes over radiators.

### **Routine Care of Appliances**

Any routine maintenance to the systems and appliances within the property is usually the responsibility of the Landlord. However if any damage is caused by negligence or improper use rather than 'reasonable wear and tear' the cost of any resultant repair or replacement will be your responsibility. Appliance manuals are provided, please read them. Awareness and routine maintenance and care of appliances may avoid unnecessary costs for yourself or the Landlord, eg:

- Radiators – regularly bleed to remove air blockages.
- Washing Machine/Tumble Drier – check filters and the soap tray are cleaned regularly.
- Dishwasher – ensure rinse aid and salt are topped up and the filter is cleaned of food debris.
- Oven/Cooker – check the clock is set and the timer or automatic function is off.
- Boiler/Central Heating – check timers and thermostats are correctly set.
- Regularly clean cooker tops and ovens to prevent build up of food.

### **Energy Efficiency Advice**

At a time when most people are very conscious of energy efficiency, you may wish to consider how to be more energy efficient and at the same time save money. Rees & Associates may be able to provide you with energy advice on request, or you can find further information yourself at [www.energysavingtrust.org.uk](http://www.energysavingtrust.org.uk).

## **OTHER ISSUES WHICH MAY ARISE DURING YOUR TENANCY**

### **Access for Viewings**

If you are not remaining in the property for a further term after the end of the period stated in your Tenancy Agreement, then Rees & Associates will need to start marketing the property to find new Tenants for after you leave.

As you are aware, the viewing process for new tenancies starts early, and whilst we wish to respect your right to “quiet enjoyment”, we would appreciate your co-operation in allowing access for viewings with prospective student Tenants. We will try to keep viewings to a minimum and will of course always contact you before attending the property to make sure it is convenient. It is likely that a new tenancy will be agreed quite quickly, following which no further viewings will be required.

### **Neighbours and Noise**

You will be expected to act with consideration to your neighbours, and not to cause excessive noise, particularly during the hours of 11pm and 9am. Nuisance caused by home occupants is dealt with by the local council’s environmental health department. They have the power to impose fines and to remove equipment which is consistently causing unreasonable nuisance to neighbours. This is considered anti-social behaviour, which may have to be reported to your university.

Even if you live in a house, whether it is terraced, semi-detached or detached, noise will travel, especially at night. If you live in a flat, your neighbours will be very close and it is inevitable that noise from adjoining flats will be more audible than if you live in a house. Also there may be special terms relating to the playing of music etc in the Head Lease, of which we will make you aware, that you must comply with.

Remember that you are also responsible for any guests that visit your property. Please therefore be aware of noise from your property and always be considerate to your neighbours. If you are planning a party, it is always best to inform your neighbours in advance.

## **SHARED TENANCY ISSUES**

Living in a property with other Students whom you barely know can be quite taxing, so it is a good idea to agree some basic ground rules from the outset.

### **Sharing the Cost of Bills**

Agree how much everyone will contribute to the “house account” each month to cover the household outgoings, such as the utility bills and general supplies for the house, such as toilet rolls and washing up liquid. It is better to over-estimate how much you will need so that when the bills arrive you have sufficient to pay for them.

### **Rent Payments**

Make sure that everyone knows the date by which their share of the rent must be paid into the “house account” so that there are sufficient funds when the standing order payment is due. If there is not enough money; the bank may not make the payment, which may result in arrears associated costs being levied by the Landlord or his Agent; or bank charges may be incurred.

### **Guests and Visitors**

Everyone will have friends and some may have partners, but it can cause bad-feeling between the housemates if some friends or partners seem to “always be there”, taking up space in the already cramped communal areas, or disturbing housemates who are trying to study.

If Tenants have partners who stay overnight on a regular basis, using the hot water etc which will inevitably increase the utility bills, this may be thought unfair. It would be best to agree in advance how everyone feels, for example it may be agreed that regular visitors will be asked to make a contribution to the house kitty.

Remember also that your Tenancy Agreement does place a restriction on non-Tenants staying in the property, so take care that you are not in breach.

### **Someone Wants to Leave**

Every person who is named as Tenant on the Tenancy Agreement on a “joint and several basis” is bound to the Tenancy for the full period of the Tenancy, ie until the last day of the Tenancy shown on the Tenancy Agreement. You are not allowed to change the occupants without permission.

However occasionally the circumstances of one person may change, resulting in them wishing to leave the property part way through the Tenancy. Because of the “joint and several” liability this can cause problems for the remaining Tenants and also their Guarantors if that person simply walks away.

In such an event you must immediately contact Rees & Associates or your Landlord to discuss the options, which may be:

- The remaining Tenants and their Guarantors agree between them to allow the student to leave and not to look for a replacement but to take on the share of the rent (and the security deposit) of the departing student by each contributing a little extra, which will leave a spare room for studying or the occasional visitor. If this is the case, approval must be obtained in writing from the Landlord as that person will have to be removed from the Tenancy Agreement and it may be necessary for the remaining Tenants and their Guarantors to be re-referenced and to re-sign new documentation.
- The remaining Tenants and their Guarantors decide that they cannot afford for the student to leave without finding a replacement to take on their share of the rent and the deposit. It will be the responsibility of the remaining housemates (or you may choose to make it the responsibility of the student who wishes to leave) to find a replacement. You must first ask for approval from the Landlord or Rees & Associates to proceed in this manner. You should advertise the available room at the university in an attempt to find someone who will be compatible with the remaining group. The proposed replacement will have to undergo the application and referencing process in the same way that you did at the start of the Tenancy, if he fails the procedure or for some other reason is not considered suitable by the Landlord or Rees & Associates, he will not be accepted as a Tenant.

## THE END OF YOUR TENANCY

Your Tenancy Agreement outlines your responsibilities at the end of the Tenancy. You should ensure you are familiar with these and adhere to them to avoid charges against your Security Deposit.

### The Inventory Check-Out Appointment

When the time comes to vacate the property at the end of your Tenancy an appointment will be made for the property to be checked on the last day of your Tenancy. You will be invited to attend this appointment.

The inventory clerk will compare the condition of the property on the date you vacate with the information contained in the Inventory and Schedule of Condition which was created at the start of your Tenancy.

Any discrepancies noted which cannot reasonably be attributed to fair wear and tear will be liable for deduction from the Security Deposit which you lodged with Rees & Associates at the start of your Tenancy.

In accordance with the legislation which regulates the process of holding and returning Security Deposits (see Landlord Obligations earlier in this booklet), you will be notified of any amount which needs to be deducted from your Deposit to compensate the Landlord for any missing items, breakages, damage or disrepair, or cleaning or redecoration which will need to be undertaken as a result of negligence or misuse of the property during the Tenancy.

Under the rules of the legislation, the proposed deductions cannot be made from your Deposit without your consent. You will be notified of the proposed deductions once an assessment has been made of the cost of rectifying the findings. This will be done as quickly as possible, but may take a little longer if it is necessary to obtain estimates from contractors.

If, once you have all discussed the findings and costs you wish to dispute anything in the report, you should do so in writing. If agreement cannot be reached on any items, the details of the dispute must be referred for independent resolution. This can however delay the length of time before you receive these disputed monies (if you are awarded them), so it is always preferable to try to reach agreement without having to resort to third party intervention.

In our experience the highest reason for potential disputes between Landlords and Tenants at the end of a Tenancy is the condition and cleanliness of the property and its contents. We have therefore prepared the following check list which, if followed, should minimise the possibility of potential claims against your Deposit.

If you need any further information, you should contact Rees & Associates. We may be able to assist with recommended cleaning companies, carpet cleaners and gardeners. We suggest you start planning this work well in advance of your vacation date. Some housemates may leave early and you will need to ensure that you have funds from everyone to pay for the cost of this work.

- All items** must be returned to their original location as indicated on the Inventory. Time spent relocating or finding such items may be charged to you.
- Upholstered Furniture** should be vacuumed or removable covers dry cleaned if stained.
- Wooden Furniture** to be dust free and polished where applicable.
- Curtains.** Nets and Kitchen Curtains should be washed in accordance with the manufacturer's instructions, ironed and re-hung. Blinds should be cleaned and re-hung. Other Curtains should be vacuumed at the very least, or professionally cleaned if stained. For inventory purposes the word "clean" should be interpreted as "clean to a professional standard".
- Carpets and Rugs** should be vacuumed or professionally cleaned if stained.
- Floors.** Bathroom and Kitchen floors to be washed. Wooden floors to be swept and dust free.
- Beds** must be left completely stripped and bed frames cleaned.
- Mattresses** should be vacuumed.
- Bedding** including valances, mattress protectors and pillow protectors must be laundered and ironed and left folded on top of the beds.
- Ceilings and Walls** must be cobweb free. Washable wall surfaces should be left dust, dirt and stain free.
- Paintwork,** furniture and all wooden or painted surfaces including window sills, skirting boards and doors should be wiped clean and where appropriate polished.
- Mirrors, Door Handles and Light Switches** should be wiped clean and where appropriate polished.
- Lampshades** to be dust free and light bulbs replaced where necessary.
- Windows** must be cleaned inside and out and interior window frames and ledges must be wiped clean throughout.
- Wardrobes, Cupboards and Drawers** must be emptied of personal effects, dust and debris.

- ❑ **Bathroom.** Toilets, Baths, hand basins, showers and shower screens must be thoroughly cleaned. Bleach and disinfectant should be applied, especially around toilet pans and under seats. Taps should be de-scaled and polished and all tiled surfaces cleaned. Shower curtains should be replaced with New.
- ❑ **Kitchen,** all kitchen equipment, units, cupboards and drawers must be emptied and thoroughly cleaned.
- ❑ **Kitchen Sink** and draining board must be cleaned.
- ❑ **Cooker Hob and Extractor Hood** must be thoroughly cleaned and the extractor hood filter changed if applicable.
- ❑ **Oven** must be cleaned thoroughly with oven cleaner. Do not forget the shelves in the oven, glass door, grill pan and oven trays.
- ❑ **Fridge or Fridge/Freezer** must be defrosted and left empty and the doors should be left open.
- ❑ **Washing Machine** soap dispenser must be washed and the filter cleaned.
- ❑ **Tumble Drier** filter should be cleaned.
- ❑ **All Electrical Appliances** should be left disconnected.
- ❑ **Light fittings, Light Bulbs and Electrical Equipment** should be left in working order.
- ❑ **Broken or Missing Items** should be replaced before the Check-Out. Any time spent purchasing and installing these on your behalf will result in additional charges for the time, travel and parking involved.
- ❑ **Garage and Garden.** Should be left in a tidy and clean condition. Grass should be cut, flower beds weeded and all rubbish removed.
- ❑ **Rubbish.** Food, unwanted items and personal belongings must be removed from the property and placed in the outside dustbins provided for collection.
- ❑ **Security and Keys.** Ensure that all windows and doors are locked, including any garage or shed and that the burglar alarm if any is set. Ensure all keys are handed to the Inventory Clerk at the end of the Check-Out or returned to our office if you are vacating prior to the check-out. If any keys are not returned, the locks will be changed and the cost charged to your deposit.

You must be **ready to leave the property on the last day of your Tenancy.**

- ❑ **Utilities.** We will notify the gas, water and electricity suppliers that you are vacating the property. You will need to notify the telephone supplier if applicable. Please ensure that these services are NOT DISCONNECTED. Meter readings will be taken by the Inventory Clerk at check-out.

- ❑ We will arrange for **Final Accounts** for all services to be sent to your forwarding address. However you should ensure that a reading has also been taken by yourself or the appropriate board. If you changed any of the service providers during the tenancy please notify us **immediately.**
- ❑ **Mail.** You must arrange directly with the Post Office to redirect your mail. We are not able to forward or hold mail for you. **Any mail received will be disposed of.**
- ❑ **Items Left in Property.** Please ensure you do not leave any personal belongings in the property. You will be responsible for any removal and storage costs as per the terms of your Tenancy Agreement.
- ❑ **Standing Order.** Remember to stop your standing order after the final rental payment is made.

## ARREARS AND COLLECTION CHARGES

If you fall into arrears, reasonable charges will be added to the outstanding debt you owe to reflect the additional costs to us administering an account in arrears. We will contact you of the exact amount needed to restore your account to order. If the outstanding arrears are not addressed a fee will also be charged for each subsequent Arrears Notification issued to you or your Guarantor. Our current charges are:

Arrears Notification By SMS	£1.20 including VAT
Arrears Notification By Email	£12.00 including VAT
Arrears Notification By Telephone	£12.00 including VAT
Arrears Notification By Letter	£24.00 including VAT

If our client's legal advisers are instructed to take legal action to recover the arrears and/or repossess the property due to a serious arrears position, additional legal fees will be incurred. Our client's legal advisers will provide details of those fees at the outset of legal action.

Additional Interest is payable from the date on which the Rent was due until the date on which the Rent is actually paid. The interest rate will be 3% above the Bank of England Base Rate.

## OFFICE CONTACT DETAILS

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## OFFICE OPENING TIMES

- 9.00 a.m. to 5.00 p.m. Monday – Friday