



## **TENANT INFORMATION PACK**

Stuart Smith [Derby] Ltd. act as agents on behalf of the landlord who owns the property you are renting. We have an obligation to the landlord to ensure the tenancy runs as smoothly as possible, the rent is paid promptly and the property is maintained to the standard at which it was received. Please ensure you read this factsheet carefully as it contains important information for the duration of your Tenancy.

This document is a very brief summary of certain points in your agreement and contains information that will ensure that your tenancy of the property will be as comfortable as possible

### **The lease**

At the commencement of the tenancy you will be requested to sign a Tenancy Agreement outlining landlord and tenant obligations. We strongly advise that the Tenancy Agreement is read thoroughly before signing.

The lease you sign is a legal document. It is between the owner of the property (the Landlord) and yourself (the Tenant). You should read the lease carefully and ensure you understand it fully. If in doubt call a solicitor. The lease places legal obligations on you, some of which are explained below.

The lease you sign will be an Assured Shorthold Tenancy Agreement **FOR SIX MONTHS**, which means that you can stay in the property for the period of the lease (provided you meet all the obligations of the lease). **We cannot guarantee you will be given a new lease after the end of the fixed term period.** This is noted in full on your Tenancy Agreement. If the landlord wishes to end the tenancy you will be given two months notice in line with the dates contained in the lease to quit the premises. You can only leave the property at the end of the period stated in the lease (if you wish to leave when the lease is due to run out you must notify us in writing giving a minimum of one month notice in line with the dates contained in the lease prior to the ending of that lease). If you vacate the property early and do not give a full months notice **YOU WILL BE RESPONSIBLE FOR THE RENT PAYMENTS AND ALL UTILITIES INCLUDING STANDING CHARGES FOR THIS PERIOD.**

Everybody living at the property over the age of eighteen must be named on the lease. You cannot move anyone into the property unless you have requested this in writing to the office and we have given permission for you to do so, after obtaining instructions from your landlord, in writing; any additional persons wishing to reside at the property will be reference checked and our reference checking/application fee will be applicable.

The lease must be signed and the first payment rent [by apportionment] and security deposit paid (by cash or bankers draft) prior to the commencement of the tenancy; an inventory together with photographs will be annexed to the Assured Shorthold Tenancy Agreement. An appointment will be made at a mutually convenient time to meet in our office

Please remember that if you should report any omissions, discrepancies or comments must be made to the office in writing **within the first 3 working days** of your tenancy.

### **Deposits**

A deposit is required for every tenancy. This deposit is refundable only after you have vacated the property and provided that:

- Your rent is paid up to date
- All bills relating to the tenancy have been paid
- The property has been well maintained and is free from damage
- The items listed on the inventory are all present and in good condition

## Registration of Deposit

Under the Housing Act 2004 your landlord is required to protect your security deposit within 30 days of the commencement of the tenancy. What this means is that any Assured Shorthold Tenancy agreement entered into where a deposit is taken, the deposit must be protected through the Tenant Deposit Protection scheme; your deposit will therefore be held under the new rules and the deposit will be registered with the scheme, details below, within 30 days of the new tenancy commencement date. The necessary prescribed information on this scheme is attached to your lease, and the registration of the deposit will be confirmed in writing by The Deposit Protection Service and they will provide you with a unique re-payment ID to use to release the deposit at the end of the Tenancy.

Could we please also remind you that you can update your details at any time throughout the tenancy on the above DPS website, and should you at anytime lose your repayment ID reminder you can retrieve this by emailing [enquiries@depositprotection.com](mailto:enquiries@depositprotection.com) You will need your repayment ID to release your deposit at the end of your Tenancy.

## Rent

As a tenant you are solely responsible for ensuring the rent is paid in full and on time by standing order which will mean payments being paid directly from your bank.

Rent may not arrive in our bank for a variety of reasons, the main ones being-

- Insufficient funds in your bank account
- Cancellation of standing order by account holder
- Failure to process or setup the standing order (this is normally only the case in month 1)

We have no ability to speak to your bank. If there are insufficient funds or the standing order has been cancelled, you must rectify the position

If you are in receipt of Housing Benefits you have an obligation to ensure that payments are made as quickly as possible. Please note we will also be checking your application with the housing benefits office. Please contact us personally and immediately.

Note: Should rent not be paid in accordance with the lease late payment charges will be payable. Furthermore should the landlord or this company incur any costs as a result of a late payment in rent, this cost will be passed on to yourself also. Arrears letters and Notices are charges in accordance with the Assured Shorthold Tenancy Agreement supplied at commencement of tenancy; any costs not paid at the end of the tenancy will be claimed from the tenancy deposit held by the DPS.

Non payment of rent will threaten the future of your Tenancy and the Landlord may take the decision to regain possession of the property, in line with the lease, and you will be required to vacate the property.

It is the tenant[s] responsibility to ensure that the standing order is cancelled at the end of the tenancy; if the tenant[s] fail to cancel the standing order mandate, the Agent will levy a charge as detailed in the Assured Shorthold Tenancy Agreement for processing and refund of additional payments.

## Insurance

The landlord is responsible for insuring the property and any items which belong to them and are left in the property. You must insure your own belongings. The landlord and this company cannot be held responsible for any loss suffered by you whatever the circumstances.

The landlord grants the tenancy of the property to the Tenant and reserves the right to insist that the Tenant holds insurance that the landlord or his Agent considers adequate to the protect the Tenant's personal possessions and accidental damage caused by the Tenant to the furniture, fixtures and fittings at the property as described in the inventory.

The Tenant, if required, must provide the Landlord or his Agent with a copy of his current insurance certificate prior to the commencement of the tenancy detailing the cover held, the name and address of the insurer, the policy number and the date of renewal.

## Routine Visits

We conduct periodic visits of all tenanted accommodation under our management; you will be given 48 hour clear notification when an inspection is due to be conducted and access will be required. If the time specified is not convenient please notify the office immediately as missed appointments result in charges being incurred in line with your Tenancy Agreement. If we cannot gain access to the property we may need to enter with our own keys within reason including delivery of goods with notice given.

The purpose of these visits is to check the condition of the property, examine any repairs which have been completed and to make sure you are happy in your home.

## Faults & Repairs

Maintenance such as replacing light bulbs, fuses, tap washers, clearing gutters, windows and clearing drain blockages etc, plus maintaining any gardens, are the responsibility of the tenant. It is particularly important that the property is secured and that reasonable steps are taken to avoid the freezing of pipes when absent.. It is important to note that tenant will be bound by the terms and conditions of any head lease covering flats in managed blocks.

If there is a problem with the property you are renting you must inform us immediately (failure to do so may mean that you are held responsible should the delay result in added deterioration) and tenants should **not** attempt any maintenance. Once we have been informed of a fault we will contact the landlord and act upon their instructions. You **must not** instruct a contractor to undertake any work, if you do so such works will be at **YOUR** own expense. Any work which is carried out which falls within the bounds of the tenants responsibility, as defined in the tenancy agreement, will be costed and invoiced to the tenant.

In many instances, you will be expected to be at the property to meet the contractor. However, there may be occasions when access is will be required the appropriate contractor will collect the spare key to the property from our office but you will be notified of any visits. Before arranging a repair or call out, please ensure that you carry out preliminary checks on the fault as otherwise you will be charged for a "no mechanical fault found" call out.

## Gas Leak

Turn off gas supply at meter box.

Contact the local Gas Board Emergency Services immediately, the telephone number of which you will find in the Telephone Directory.

Open all doors and windows. Do not switch on any lights, appliances etc (anything which may cause a spark) and wait for Transco to attend the property.

## Water Leak

Turn off water supply at stop cock in property. This is usually under the sink.

Phone Severn Trent Water Emergency line if there is a major leak outside the property.

## Electricity

If there is no electricity to the property please check the fuse box as a faulty appliance may have set off the trip switch. Check outside to see if any other property has no electricity. If you have a key meter, please check that there is still credit available. If this is not the case then please contact the local electricity board.

## Central Heating

We recommend to the Landlord that the central heating system is contracted to be serviced annually. All gas appliances are checked for safety annually. In some cases the Servicing Contractor will contact you directly to arrange access for the service. If you have any queries regarding this please contact our office.

## Night Storage Heating

Please be advised that the heating is stored overnight and is effective on the following day. The top surface of the heater must always be kept clear of any items. It must not be used for drying of clothes. To lay anything on the top surface is a fire hazard and can cause the heater to malfunction.

## Appliances

If an appliance is not working please check the plug as it may only be a fuse which needs changing and check the fuse box as it may have tripped. If this appears to be the case we suggest that you unplug all electrical appliances and then plug them in individually until the fuse trips out again. This will ascertain which appliance is possibly faulty.

## Blocked Drains

If the drains/toilet appear to be blocked please check if there is any obvious cause. Before calling out any contractor please remember that if the problem is deemed to be due to tenant actions then the Landlord will not be liable to the pay the bill. Please refer to the "blockage factsheet" provided at handover.

## Condensation

Air contains moisture which is not visible to the eye. As the air gets cooler tiny droplets of moisture appear. Condensation usually occurs during the colder weather and appears on colder surfaces and in places where there is little air movement. Please look out for it in corners, near windows, in or behind wardrobes and cupboards. Condensation does not leave a tidemark unlike damp.

To prevent condensation please cover pans and do not leave kettles boiling. Do not dry washing inside the property and use an outside washing line where possible. If you have a tumble dryer, ensure that it is vented outside, unless it is a condenser style.

It is important to ventilate to prevent moisture. Please ensure that trickle vents on windows are open and open windows when at the property. Ventilate kitchens and bathrooms when in use by opening windows and use extractor fans where possible. Remember to close the kitchen and bathroom doors when these rooms are in use, even if they have an extractor fan, as this will prevent moisture reaching other rooms, especially bedrooms which are often cooler and therefore more likely to get condensation.

To ventilate cupboards and wardrobes avoid overfilling them which prevents circulation. Where possible position wardrobes and furniture against internal walls. Ensure that any vents are not covered.

In cold weather, keep a low background heating on, even when there is no one at home. If you follow the above guidelines mould should not appear. To kill and remove mould should it develop please wipe down walls and window frames with a fungicidal wash or specialist mould cleaner. Follow the manufacturers instructions precisely. Dry-clean mildewed clothes and shampoo carpets. Disturbing mould by brushing or vacuum cleaning can increase the risk of respiratory problems.

## Rubbish

Your Local Authority will be able to tell you which bins to use for different types of rubbish and when they should be put out for collection.

## Decorating

Should you wish to make any changes to the property, you must request permission in writing stating proposed colour[s]. We will then contact your Landlord and you must wait until permission is given before any work commences. This will be annexed to your inventory and will be used at the "check out" inspection. Should any unauthorized decoration have taken place, deductions may be taken from deposit to return the décor to its original colour.

## Pets

You cannot have any pets unless we have permission from the landlord in writing. You must consult us prior to obtaining a pet and submit a written request to have a pet stating the age/type/breed. Permissions to keep a pet, if granted, will be in writing and will be subject to an additional £100.00 deposit AND all carpets will need to be professionally cleaned at the end of the tenancy. Should receipts not be supplied, we cannot accept that the cleaning has been carried out.

## Smoke/Fire & Carbon Monoxide

Under the new legislation, smoke alarms are a legal requirement and carbon monoxide alarms are a legal requirement for any solid fuel burning appliances within the property. When any such devices are fitted in the property you rent, you have an obligation under the lease to ensure they are care checked regularly and are kept in good working order. If the battery needs replacing this is the responsibility of the tenant. If you become aware of a fault you must notify us immediately.

## Fire safety

If there's a fire, you need to act quickly. Make sure you are prepared and that everyone in your house knows exactly what to do.

Take every care to prevent a fire breaking out in the property. Take care when cooking and do not leave pans unattended.

Do not overload electrical sockets and never use water on an electrical fire, pull the plug out, or switch off the power at the fuse box - if it's safe to do so.

Take care when using candles/incense sticks and make sure you plan a safe escape route for use in the case of a fire.

If you live in a block of flats or sheltered accommodation, there may be special fire procedures. Make sure you are aware of signage in your block.

Don't take any risks with your safety - get out, stay out and call 999.

## Smoking

You cannot smoke in the property, or allow any guests to do so, without the written permission of the landlord.

## Guests

You are responsible for the conduct and behavior of all guests and visitors to the property including their understanding of your Tenancy obligations.

## Noise

Although the Property is well constructed, it is not completely soundproof and reasonable consideration for neighbours is important. Noise must not reach a level that may annoy, disturb, or otherwise interfere with the rights, comforts or conveniences of the neighbours. By law you must keep noise to a minimum between the hours of 11.00p.m – 7.30a.m. If you are worried about anti-social behaviour you can get information from [www.saferderbyshire.co.uk](http://www.saferderbyshire.co.uk)

## Theft/Burglary

In the unfortunate event that there should be a break-in/burglary it is important that you report the matter immediately to the local Police who should provide you with a copy of the initial crime report, a copy of which should be sent to our office, which is essential for any possible insurance claim. If the burglary is not reported the Police, you will be liable for any missing items or damage to the property and/or contents.

Under the terms of an Assured Shorthold Tenancy any repairs to reinstate the property are your responsibility. You should therefore include any costs relating to damage to the door with your insurance claim. If you are unable to claim damages through your insurance, we will then liaise with your landlord with a view to processing a claim through his/her buildings insurance but legally you will be liable for any excess charge applicable

## Not at Home!

If you are going to be away from the property for more than fourteen days at any one time you must inform us in writing. The property being unoccupied may affect the house insurance and we may have to take steps to protect the property.

If absent from the property for a period of 24 hours or more, we recommend that you turn off mains water supply EXCEPT in the months of October through to the end of March when we would recommend that you provide constant minimum heating to the property of three hours **twice daily**, and take all reasonable

precautions to prevent the freezing of the water system. Failure to look after the property in a "tenant like manner" will render you responsible for all repairs and damage to the property and contents by any such freezing.

## **Vacating & Check out procedure**

Once Notice has been given, you will receive the relevant documentation via post which will include an exit form which must be used to provide meter readings and your forwarding address.

You must vacate the property on the agreed date (usually the last day of the lease). Once the keys are received at the office a Stuart Smith (Derby) Ltd representative will conduct the final check out inspection. This will be conducted independently and it is Company policy that the Tenant is not present at this time.

## **Finally**

We do hope you will be happy in the property. If we can help in any way please do not hesitate to contact us. We would also like to remind you of the tenant obligations; any special tenancy conditions will be added to the Agreement.

- All properties are let in the condition seen unless agreed otherwise.
- The minimum length of contract is six months and is binding on both parties for that period.
- You have absolute right to possession of the property until the end of your fixed term lease. Any further leases that may be issued will be subject to negotiation with your Landlord and cannot be guaranteed.
- Any repair problems or general enquiries should be reported to these offices and we will arrange for necessary works to be carried out; Any problems with the gas central heating/boiler/gas cooker should be reported immediately to these offices and tenants should not attempt any maintenance. Any work which is carried out which falls within the bounds of the tenant's responsibility, as defined in the tenancy agreement, will be costed and invoiced to the tenant.
- Stuart Smith [Derby] Ltd. will notify the local authority & Severn Trent Water of the commencement of tenancy. However, in line with the Data Protection Act, we will not pass your details to other service providers. You should therefore contact all service providers to notify them of meter readings and commencement of tenancy as per the information provided on the Inventory.
- An inventory will be supplied at the commencement of the tenancy and will be checked at the termination of the tenancy prior to releasing the deposit.
- All tenants are responsible for settling all Gas, electricity, water and sewage invoices.

## **A tenant should pay the following:-**

- Rent as stated in the tenancy agreement
- Council Tax
- Gas, Electric, Telephone and Water

## **A tenant should look after the property including:-**

- Glass, light bulbs, fuses, fixtures and contents
- Tenants are to maintain the garden (if applicable) to the standard at the commencement of the tenancy unless otherwise stated
- Observe any covenants of any head lease
- Allow access to landlord, workmen and agent to view the property and to carry out repairs
- Avoid frost damage in winter by keeping the heating on when absent from the property, or by draining down
- Tenants should keep all refuse in a proper receptacle
- At the end of the tenancy, Tenants should leave the property clean and tidy and in good repair.

## **A tenant should not:-**

- Remove any contents belonging to the landlord
- Use the property for any illegal or immoral purposes

- Interfere with the structure of the property
  
- Redecorate without prior permission
- Keep pets without prior permission
- Change the locks without prior permission
- Erect a satellite dish or aerial without prior permission
- Assign or sublet the property
- Store the landlords furniture in a garage or garden shed
- Leave the property unattended for more than 14 days without notifying the office
- Cause or allow visitors to cause a nuisance to neighbours
- Once the initial fixed term tenancy has expired, and subject to negotiation with the landlord, a further agreement for a period of 6/12 months may be issued to the tenant[s] at a cost of £54.00 incl. VAT.

Unfortunately we cannot guarantee a further lease after your fixed term agreement expires. You have security of tenure until the expiry date of your Tenancy agreement. However we cannot confirm that you will be able to have possession of the property after this time. A Landlord has absolute right to possession of the property once your fixed term has ended and may decide to serve you notice to leave the property

Should the tenant[s] **not** wish to renew the contract at the end of an agreed term **notice in writing of ONE calendar month in line with the dates contained in your agreement** is required.

**Please make sure that you:-**

- **Pay the rent on time**
- **Look after the property**
- **Notify us of any problems immediately**