

2 1 ■ Tenants guide to moving in

Tenant responsibilities. During your tenancy you are responsible for the upkeep and maintenance of the property and you will be expected to take reasonable care of the property and its contents.

- You are responsible for keeping the property clean and for doing those minor jobs which a householder would normally expect to undertake themselves *i.e. replacing light bulbs, batteries or electric fuses, bleeding central heating radiators, unstopping the sink when it is blocked, keeping the gutters and down-pipes free from obstruction, changing tap washers and replacing broken glass.*
- All maintenance problems should be reported to your property manager using a specially designated repair line number or repair email address. This number may be sent to you as a fridge magnet for convenience and ease or in letter format. If possible we ask you to report any non-emergency problems weekdays, 9.00am – 1.00pm. ***Please see separate card: In an emergency... to define what GRML considers an emergency.*** Do not contact a contractor directly. All repair work has to be agreed and arranged by the property manager and carried out by one of GRML's approved contractors.
- Your Tenancy Agreement requires you to report all problems or defects to your property manager as soon as is practical so action may be taken to avoid further deterioration to the property. This means you should report them immediately, as they become apparent.
- You also have a duty to use the property and its contents in a '*tenant-like manner*', meaning you have to take proper and reasonable care of the property and not to allow it to fall into disrepair through negligence on your part. Damage through negligence is not considered '*fair wear and tear*' and the cost of replacement or repair will be recovered from you if due care is not taken.
- At the end of the tenancy you should leave the property in the same state of cleanliness as at the start. You are not allowed to decorate the property without prior specific approval from the property manager.

Tenant Responsibilities

- **Flooring:** Stains and cigarette burns to the carpets and floor coverings may necessitate the complete replacement of the stained or damaged item, for which you will be held responsible.
- **Fridge/Freezer:** Defrost regularly. Never use a knife to scrape ice away as this will break the elements and you will be charged for a new fridge/freezer.
- **Garden:** Where applicable, the garden should be maintained in a good seasonal and tidy order.
- **Insurance:** We insure our contents but you are responsible for insuring your own belongings which you introduce to the property, including frozen food in your freezer! If, for example, there were a leak and your clothes were damaged you would have to make a claim on your insurance and would not be covered by ours.
- **Rubbish:** Please ensure rubbish is disposed of regularly and not allowed to accumulate in the property to avoid any possible infestation and health hazard. Find out which day rubbish is collected in your area and put it out in well-sealed dustbin bags.
- **Sink and surfaces:** Use the correct cleaning materials to avoid scratching, and use heatproof mats and chopping boards. *Do not* put any fatty substances down any drains, as this will cause them to block, and you will be liable for the cost of unblocking.
- **Shower head:** Please de-scale regularly.
- **Security:** You should protect the property by ensuring that windows and doors are always securely locked when the property is unattended.
- **TV License:** Television sets are not normally provided. You are responsible for paying the License Fee for the use of any television set in the property during the tenancy.
- **Tumble dryer:** Clean filter regularly.
- **Ventilation:** The property should be adequately ventilated to avoid the formation of mould, particularly in the bathroom. Make sure windows are opened regularly. If an extractor fan ceases to work, please report this immediately. Where condensation is visible it should be wiped/rubbed down.
- **Walls:** Please do not use *Blu-Tac* on the walls. When hanging pictures only use purpose made picture hooks and *not* nails, screws or tacks. Bicycles must not be stored in the property as they also cause damage to the decoration and flooring.
- **Washing machine (where supplied):** The soap dispenser tray and the filter should be cleaned regularly to avoid clogging.

2.2 In an emergency...

If there is an emergency at night or over the weekend, the out of hours Repair Line either diverts to a 24-hour emergency call out number for problems which arise or details a contractor whom you can call. This is for use *only* in real emergencies.

■ Repair Line Numbers for each office are:

Birmingham	0870 242 1398	Ipswich	01473 333 636	Putney 1	020 8877 4848
Putney 2	0845 262 4747	Exeter	01392 456 320	Manchester	0870 242 1398
Newcastle	0191 269 5920				

- Certain emergencies require that you contact the appropriate public emergency service such as a fire or gas leak. Tenants should use their common sense in these situations however difficult they may be.
- If you call out the contractor and the matter could have been dealt with safely within normal working hours at a lower cost we may look to you for the difference in cost or the emergency call out charge.
- In the event of a break-in GRML are responsible for the exterior of the property and they will arrange for their contractor to secure the property. **But** if the break-in is shown to be as a result of your negligence – such as leaving keys visible in locks or all locks not engaged – then the cost of securing the building **may** be to your account.

For the avoidance of doubt we set out below what emergency means

- A leak that cannot be stopped and which if not stopped immediately will cause additional damage to the property. For the avoidance of doubt, the determination for a leak which is an emergency is the size of receptacle that is needed under it to catch the water and how often you have to empty it, i.e. *'cup' or 'bucket' and 'daily' or 'every five minutes'*. You should turn the water off immediately using the stopcock. If the leak is coming from the above or adjacent property, you must try to contact those occupants immediately.
- A *'break-in'* or accident that leaves the property insecure and where temporary measures are necessary.
- A complete failure of the electrics. First telephone the electricity board to check that the loss of power is not as a result of a general power cut, unpaid bills or failure to pay for connection.
- A break down of the heating system at the beginning of a weekend/holiday period where there is risk of the system freezing.
- If there is a fire at the property you should immediately contact the emergency services and then call our repair line to advise us of the event.
- If you have a gas leak you should immediately contact Transco Direct on 0800 111 999.
- Loss of hot water. First check that the loss of power is not as a result of a local power cut then report to the emergency contractor.

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About the legislation

Legal requirements placed on the landlords of residential property regarding repair, of which you should be aware, are briefly outlined below.

- A landlord has a duty under common law to ensure the safety of rented property so that no injury or damage is caused to the occupants, neighbours, or the public.
- Any routine maintenance to the appliances within the property is our responsibility. However, the cost of repair or replacement resulting from any damage caused by negligence or improper use rather than '*wear and tear*' will be your responsibility.
- **Section 11 of the Landlord and Tenant Act 1985 as amended by Section 116 of the Housing Act 1988** places an obligation on landlords to keep in repair and proper working order the structure and exterior of the building, installations for the supply of water, gas, electricity and sanitation including basins, sinks, baths and sanitary conveniences and the installations of space heating and heating of water. Please note the word supply. This does not include the passage of waste away from the property *i.e. the tenants' waste, nor the replacement of sanitary fitments broken through misuse or accident by the tenant.*

Fire, smoke alarm, gas and electrical safety regulations

■ Furniture & Furnishings (Fire) (Safety) Regulations 1988 amended 1989, 1993

All upholstered furniture, beds, mattresses, pillows and cushions supplied to a property by a landlord and forming part of a letting must comply with these regulations. Furniture manufactured since 1 March 1989 or sold by a retailer after 1 March 1990 will comply.

■ The Building Regulations 1991 – Smoke Alarms

These regulations state that all properties built since June 1992 must be fitted with mains-operated interlinked smoke detectors/ alarms on each floor. Properties built before that date are not included under the requirement.

■ The Gas Safety (Installation and Use) Regulations 1998

Landlords are responsible for ensuring that gas appliances and pipework in tenanted premises are maintained in good order and in a safe condition so as to prevent risk or injury to any person. The regulations require annual safety checking of appliances and pipework by a CORGI qualified gas engineer. A record of the safety check must be supplied to each tenant and a copy kept by the landlord for at least two years. *You are required to allow access for this inspection annually.*

■ The Electrical Equipment (Safety) Regulations 1994

These regulations impose an obligation on the landlord to ensure that all electrical wiring and appliances in the property are 'safe' and will not cause 'danger'. Electrical appliances must carry a 'CE' mark and instruction books or clear working instructions must be provided for the tenant. There is currently no requirement for regular inspections.

■ The Tenancy Deposit Protection Scheme and the **Dispute Service Ltd**

Explanatory notes for Tenants.

- The Tenancy Deposit Protection Scheme has been introduced by Government to ensure that tenants deposits are protected and that disputes about their return are resolved swiftly, inexpensively and impartially.
- The legislation came into effect on 6th April 2007.
- After that date any landlord or agent who takes a deposit from a tenant for an Assured Shorthold Tenancy must safeguard it in an approved Tenancy Deposit Scheme.
- There are three approved schemes.
- The tenant must be told in which scheme their deposit is protected within 14 days of the start of the tenancy.
- GRML have included this information as a cover sheet on your Tenancy Agreement.
- We have also detailed within your Tenancy Agreement how the return of the Deposit will be handled at Part 7.
- Where there is a dispute about the return of the Deposit it will be dealt with by the Independent Case Examiner (ICE).
- The ICE will make his decision quickly, and the deposit will be paid out without unnecessary delay.
- The adjudication process is based on an expert assessment of documentary evidence.

The Dispute Service Ltd

- GRML have elected to join The Dispute Service Ltd one of the three approved schemes.
- The Dispute Service Ltd. is an independent, not-for-profit company established in 2003 to resolve complaints and disputes arising in the private rented sector speedily, cost effectively and fairly.
- The contact details for The Dispute Service Ltd are as follows:

The Dispute Service Ltd
PO Box 541
Amersham
Bucks
HP6 6ZR
Phone No: 0845 226 7837
Email: deposits@tds.gb.com
Fax: 01494 431 123

How are the deposits held and protected?

- GRML holds the deposit in a special Client Account.
- At the end of the tenancy, GRML, on behalf of the landlord, will write to you detailing any deductions to be made from the Deposit based on the information in the Check Out Report.
- If you agree with these deductions we will return your Deposit or the agreed balance to you within **10** working days of receipt of your written agreement to the deductions.
- If you disagree with these deductions you have **20** working days to raise a dispute.
- GRML then has **20** working days to attempt to resolve the dispute with you.
- After that either GRML or you can submit details of the dispute to The Dispute Service Ltd for adjudication.
- If there is a dispute GRML must send the amount of the Deposit in dispute to The Dispute Service Ltd.
- The amount of the Deposit not in dispute can be released as agreed between us.
- The ICE will aim to issue his decision within 15 working days of receiving all the necessary papers.
- The disputed amount will be paid out by The Dispute Service according to the instruction of the ICE within 10 working days of the adjudication.
- If GRML has not sent the disputed amount to The Dispute Service, they (TDS) will still pay it out and claim the monies from its insurers. The Dispute Service will then pursue GRML for repayment.
- In the event that there are joint tenants and one moves out it is the responsibility of the remaining tenants and the tenant who has left to advise the Agent so that the details of the tenancy can be adjusted with the insurers regarding the return of the Deposit.

2.5

■ Sharing a **property**

Sharers. Individuals renting a property together (sharers) are all required to be named on the Tenancy Agreement as tenants.

- Under the terms of the Tenancy Agreement sharer tenants have '*joint and several liability*' which gives them all equal responsibility for adhering to the terms and conditions of the Tenancy Agreement. This makes each one of them responsible for the full amount of the rent. Should one of the sharers default in their rental payment, the other sharers are liable and responsible for the outstanding balance.
- In the case of damage to the property, if damage is caused by one sharer, the other sharers are held to be equally responsible when deductions are made from the security deposit (see later).
- Any disputes between sharing tenants relating to the security deposit are the sole responsibility of the tenants to resolve and we will not act as mediators in such disputes. See notes regarding sharers responsibilities on TDS card.
- 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 considered to be doing so on behalf of all the tenants.
- We, or our appointed contractor, will require **access** to the property from time to time. There will be a clause to this effect in your Tenancy Agreement to which you will give permission on receiving reasonable warning, unless it is an emergency.
- We will require **access** towards the end of the term of the tenancy to report on the physical state of the property and make recommendations on decorating, repairs etc, even if you are intending to renew your tenancy and stay on for a further term.

Vermin and infestations, noise and nuisance, access and other matters

- Unfortunately vermin and infestations are a fact of life and often drawn to properties through no fault of the landlord or tenant. Responsibility for removing them, however, usually lies with the occupier and is not a landlord responsibility in law; unless there is evidence that the property breaches health and safety rules determined by local councils.
- Should you find that you have a wasps nest or a bee swarm you must contact the local council for assistance, these are not the landlord's responsibility.
- Should you find that you have mice, or worse still rats, at the property you should contact us and we will contact a pest control firm. Again such matters are not the sole responsibility of the landlord and you may be asked to pay for the treatment of such vermin. House mice or field mice can be drawn to properties where there is ease of access and food supplies. Please ensure that you do not encourage them. Rats are vermin and if seen you should contact the local council who will try to discover what is attracting them.
- Do not cause undue **noise** or nuisance to your neighbours or the neighbourhood. Noise nuisance is taken very seriously and we will not hesitate to take action against any tenant who causes a nuisance.
- Please note that your neighbours may have young children who go to bed early; as may the parents! Please remember that your Tenancy Agreement restricts the times during which you may play musical instruments or listen to the radio, television or other audio equipment in order that you do not disturb others.
- Please let your neighbours know if you are going to have a party and please finish parties at a reasonable hour. Be particularly considerate in summer when windows may be open.
- **Services, Telephone and Council Tax:** You must transfer the gas, electricity and water services into your name at the commencement of the tenancy, and notify the Council Tax authority of your residency. Some utility providers may require a deposit if you have not previously had a supply in the UK in your name. This will also apply to any cable TV/ telephone supply available to the property. In the event that there is a telephone line at the property you should also arrange to transfer this into your name. Telephone lines are *not* always connected to our properties so you may wish to check this while you are waiting for your application to be processed. GRML are not responsible for the connection fee.
- **Cable or Satellite:** Cable or satellite television installations are not included in rented accommodation. There are prohibitions in many of the properties we manage relating to such installations. If you wish to install cable or satellite TV you must seek permission from us but this may not be granted.

2.6

■ What happens if...

...we are a group of sharers and one wishes to leave? If one of the group of sharers who make up the tenant in a property wishes to leave before the end of the contracted period you should ring your Property Manager who will discuss how to proceed.

- In some circumstances we do accept surrender of the tenancy and will commence a **new** tenancy with the remaining members of the group and the new sharer subject to: references being accepted on the new sharer, there being no arrears on the tenancy, the property being kept in good order and GRML not being involved in any partial return of the deposit.
- You will be required to meet our reasonable costs for the additional administration *estimated at £100.00 + VAT*.
- Should you experience problems with paying your rent during your tenancy you should call your credit controller to discuss the problem as soon as possible.
- In the event that there are joint tenants and one moves out it is the responsibility of the remaining tenants and the tenant who has left to advise the Agent so that the details of the tenancy can be adjusted with the insurers regarding the return of the Deposit.

What happens if...

...I fall into rent arrears?

- Your rent will be due as stated in your Tenancy Agreement. Our agreements usually require that we collect the rent monthly by direct debit. If rent is unpaid on the due date you will be sent a reminder. Please do not ignore reminders or letters advising you that we intend to take action to repossess the property.
- In law your landlord has the right to apply for repossession of the property when you are two months in arrears. Should this happen, you receive a formal notice advising you that we are about to begin legal proceedings to recover the rent and repossess your home.
- Courts can order the tenant not only to pay unpaid rent but also costs for the legal action and interest on unpaid rent.
- A court judgement can adversely affect your credit rating.
- We appreciate that sometimes circumstances may change as a result of external forces beyond your control and you may not be able to find a way to pay the rent or clear the arrears.
- By contacting our credit control team at this point we may be able to direct you to some other institutions who can offer you advice on how to proceed. In particular we would recommend you to contact **Shelter** (www.shelter.org.uk).

...I wish to end my tenancy?

- In some circumstances we may accept surrender of the tenancy however this would not waive your responsibility to pay the rent up until the date that you vacate the property.
- Again, we recognise that circumstances may change and you may not be able to remain in the property for the period of time you have agreed to remain.
- Should this be the case you should contact your property manager to discuss how to proceed.
- In some circumstances we may accept a surrender of the tenancy if we can find suitable tenants to take over from you.
- Should this be the case you would be required to meet the letting agents fees for finding an acceptable replacement tenant to take up a new tenancy in the property and our reasonable costs for the additional administration, *usually £100 + VAT*.
- If you wish to exercise your break clause you **must** put your wish to give notice **in writing** to your property manager and state the date on which you wish to vacate.

2.7 ■ Guidelines for residents in **blocks of flats**

This guide provides information on a number of areas likely to concern *all* residents of a block of flats for the safety and collective benefit of everyone.

- It also outlines the procedures to be followed for dealing with likely queries and problems that may arise. Specific topics may also be detailed in your Tenancy Agreement.
- It is important to remember the need for co-operation with other residents. For this reason Tenancy Agreements impose various restrictions.
- **Noise:** Please ensure that the level of any noise caused by you is not audible outside the flat. Sound carries more easily at night and in hot weather when windows are open.
- **Nuisance:** In the event of nuisance we suggest the resident, if possible, approach the offender. If no satisfaction is obtained a formal complaint can be made in writing to your local GRML Office and we will use our best endeavours to stop the nuisance.
- **Security:** Security arrangements applicable to your building are extremely important and must be adhered to for your own and other's security. Please use specified entrance and exit doors only.

Guidelines for residents

- Where applicable, Fire Escape doors are only to be used in an emergency. They should never be propped open.
- **Refuse:** Dispose of refuse in a proper way and in bins provided. Do not leave refuse in public areas. This is unhygienic and unpleasant for everyone in the vicinity.
- **Parking arrangements & bicycle racks:** Where there are designated parking spaces please use them.
- Where you have a garage as part of your agreement *please use it* and *not* a parking space or bay.
- Where bicycle racks are provided please use them.
- **In case of fire:** If you suspect there is a fire please dial 999 immediately. Close all doors and leave your flat by the emergency stairways. *Do not use lifts* if there are any in your block. Please make yourself aware of where the nearest fire exit is as soon as possible. **Remember – Get out – Stay out – Call 999**
- **Lifts (where applicable):** If you experience a fault, please advise your local GRML Office immediately.
- **Graffiti:** Graffiti in lifts can cause offence and distress. The cost for removal of graffiti is considerable. Anyone found defacing the lift cars will be charged for the complete removal of all graffiti.
- **Gardens:** Gardens are for the pleasure of all residents. Please respect them and leave them as you wish to find them. Do not leave or throw rubbish around. Children should not be left unattended in the garden areas.
- **Insurance Liabilities:** As your landlord, we are responsible for insuring the building and the common part contents against fire, theft or accidental damage. You should be aware that this *Buildings Insurance* does not cover the contents of your flat or any damage, accidental or other, to your landlord's or any third party's property or contents due to an act by yourself, family or visiting guests.
- It is your responsibility to insure any personal belongings or possessions brought into the flat against such risks.
- Should water damage occur to the contents of the flat below due to an overflowing bath/washing machine, this may not be covered by any buildings or landlord's contents insurance policy and any claim would be made against you directly which may run into many thousands of pounds.

2.8 ■ Tenants' charter

We are committed to acting professionally and practically when communicating with our tenants, agents and contractors. We will provide the appropriate level of training and support for our staff to ensure that they have the skills to enable them to behave in a professional and helpful manner.

- We are committed to equal opportunity for all and respect the needs of our customers. We will not discriminate against any person on the grounds of race, colour, ethnic minority or national origin, religion, gender, sexual orientation, disability, marital status or age.
- We will communicate clearly in plain English and clarify clearly our legal obligation to our tenants and our tenants legal obligation to us.
- Our maintenance and repair contractors will be accredited by Grainger for all relevant qualifications including Health & Safety requirements and will be committed to providing a responsive and courteous service to all our customers.
- We will enable our customers to make payment by a wide variety of methods such as direct debit, debits and credit cards and standing order. All customers will be given a direct dial number for our credit control team who are trained to provide support for tenants who may have difficulty in meeting their financial obligations.

We will provide a responsive service to tenants to include:

- A repair line number for all tenants' repairs including an out-of-hours emergency service.
- We will be happy to discuss any query, problem or worry tenants may have about their tenancy.
- All letters will be signed by a named member of staff.
- All staff you deal with will give you their name.
- A direct dial telephone number for a trained property manager and contact details for their assistant.
- All letters and emails that require a response will be responded to within 5 working days.
- If possible, all telephone enquiries will be dealt with immediately, but when this is not possible you will be called back at an agreed time.

2.9 ■ If you want to make a complaint

Grainger Residential Management Ltd is committed to providing a good quality service to its tenants. If you are unhappy with the service you are receiving, we encourage you to make a complaint which will be taken seriously and dealt with as quickly as possible.

- If we have made a mistake we will apologise and try to resolve the matter as quickly as possible.
- The established complaints procedure ensures that your complaint is brought to the attention of the right people in the Company.
- The best way to make a complaint is in writing. We would ask you to tell us what you are unhappy about and what you would like done to resolve the problem.
- Please tell us the name of the person you have spoken to or written to previously, and if possible include copies of any earlier letters.
- We undertake to respond to you within five days.
- It may be that the matter will require investigation in which case we may not be able to give you a final answer immediately, however we will keep you informed of our progress and findings.

Complaints should be addressed to:

Director Property Management
Grainger plc
161 Brompton Road
London
SW3 1QP

complaints@graingerplc.co.uk

2.10 ■ What happens at the end of my tenancy?

Your tenancy will come to an end either at the end of the fixed term when no new tenancy for a further term is granted or you do not wish to remain for a further term.

- We will write to you at least 2 months prior to the end of your tenancy to determine which of the above might apply.
- If you wish to leave at the end of the term we ask you to confirm your notice in writing to your local GRML office.
- We will confirm the date of departure with you and send you a check out procedure information sheet.
- We will ask for information regarding the return of your deposit i.e. to whom and in what proportion if you are a group of sharers.
- We will ask you to complete a Leaving Questionnaire for internal market analysis and performance assessment purposes.
- A full inventory check, will be undertaken on the day you move out of the Property either by an Agent or an independent inventory clerk. You will be notified of any damage or missing items for which you are to be charged and of the costs. Your deposit will be returned as soon as is administratively possible.
- All keys should be returned on the last day of your tenancy. Failure to do so will result in rent being charged until the keys are returned to us.

Tenancy Agreement details

- Your Tenancy Agreement details your responsibilities and you should refer to it prior to leaving. Where you have not adhered to the terms of the Agreement you will be charged accordingly.
- Notify the gas, water, electricity and telephone suppliers that you are vacating the property.
- Notify the Council Tax authority that you are vacating the property.
- Read all meters and take final readings.
- Arrange for Final Accounts for all services and telephone to be sent to your new address.
- Paintwork, furniture and all surfaces should be wiped clean and polished.
- Windows must be cleaned inside and out.
- Kitchen equipment, cupboards and drawers, oven, hob and cooker hood must be thoroughly cleaned. The fridge and freezer must be defrosted.
- The bathroom, bath, hand basin and shower must be thoroughly de-scaled and cleaned. Taps should be polished and all tiled surfaces cleaned. Toilet pans and seats should be bleached and disinfected.
- Carpets, rugs and all floor surfaces must be cleaned, vacuumed, polished or washed as appropriate and any stains removed.
- Cupboards must be emptied of food, personal effects, dust and debris.
- All light fittings, light bulbs and electrical equipment should be left in working order.
- Replace any broken or missing items before the Check-Out.
- Garden and garage should be left in a tidy and clean condition.
- You must arrange directly with the Post Office to redirect your mail.
- Furniture and all items must be returned to their original location as indicated on the Inventory.
- Upholstered furniture and soft furnishings should be vacuumed.
- Beds must be left completely stripped.
- Curtains and soft furnishings should be laundered or dry cleaned.

For inventory purposes the word *clean* should be interpreted as *clean to a professional standard*.