



## Tenants Handbook

Issued To \_

Please sign and date page 8

### Tenants acknowledge receipt and agrees to abide by conditions

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### ACCESS

Landlord will ensure that:

Where access is required for routine inspection(s), the tenants receive notification of the date, time and purpose of the visit not less than 24 hours in advance. Save in circumstances where issuance of such notice is impractical and that tenant privacy and entitlement to freedom from unnecessary intrusion is respected.

Business is pursued by the Landlord in a professional, courteous and diligent manner at all times.

### SECURITY & INSURANCE

Where one is applicable burglar alarm code may only be changed with Landlord's permission and the Landlord MUST be informed of the new security code. Before leaving the house check that all windows and doors are closed and set the alarm (if applicable).

It is the Tenants responsibility to insure their personal possessions NOT the landlords.

Insure your own possessions and you would be wise to include public liability.

### REPAIRS AND MAINTENANCE

Landlord will ensure:

§ Full compliance with the provisions of section 10 and 11 of the Landlord and Tenant Act 1985, section 604 of the Housing Act 1985 and sections 1 and 3 of the Defective Premises Act 1972. Landlord of properties in multiple occupation shall comply with their statutory duties to keep the property fit for the number of occupants. The provision of such acts also to be extended to any electrical and gas services supplied for the consumption of such services and to decorative finishes inside the property.

### Repairs Procedure

You are responsible, with the Landlord, for looking after and maintaining the property.

This section explains briefly what our shared responsibilities are, how to report a repair and how we deal with them. Your Landlord will be happy to answer your questions.

### Reporting Repairs

Your first point of contact is your Landlord or their designated agent. You should contact the Landlord or their designated agent either by telephone as detailed on the contacts page or in writing.

When you report your repair please make sure that you give us a daytime contact number. The contractor will contact you and arrange a convenient time to call. If the contractor does not contact you or the repair is not done within the time stated, you should contact The Landlord, where we will chase it up.

### Repair Response Times

In order to ensure that repairs are carried out in relation to how urgent they are, we have agreed a set of response times. All repairs are put into different categories for which the response times are as follows:-

- Emergency Repairs: We will respond to an emergency repair within **24 hours** of being Reported
- Urgent Repairs: We will respond to an urgent repair within **5 working** days of it being Reported
- Routine Repairs: We will respond to routine repairs within **20** working days of being Reported

### Emergency Repairs

An emergency repair is a repair that if not dealt with quickly, could affect the health, safety or security, of either yourself or any other persons using the building. These include:

- A blocked toilet or broken WC pan
- A burst pipe
- Electricity failure
- Loss of water supply
- Complete failure of heating system or loss of hot water (in winter, where there are old or disabled people, or small children are involved)
- Blocked drain/soil stack

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#### **In an emergency – What to do**

If you need the FIRE BRIGADE, POLICE or an AMBULANCE dial 999 straight away, do not contact us first.

#### **Gas or fumes**

If you think that you have a gas leak, can smell gas, or think that you or any of your family are suffering ill effects caused by fumes from a gas appliance, you should take the following actions: If there is a **strong** smell of GAS, take the following precautions IMMEDIATELY:-

- Put out any cigarettes, don't light any naked flames (lighters/matches) and switch off electric fires
- Check that all cooker knobs are turned off
- Check if a pilot light has gone out on a cooker or boiler
- If there is a leak turn off the pilot light if you can
- Turn off the gas meter control level - located to the side of your gas meter where the supply comes in
- Do not operate electrical switches or doorbells - either on or off
- Do not switch on or off any lights/sockets or appliances
- Open all windows and doors to air your home
- Do not use your telephone or mobile telephone. It is possible that either one could cause a spark and ignite any gas in the area
- Leave your flat
- If the gas smell returns phone TRANSCO on 0800 111999 and follow the above Precautions

· Inform The Landlord as soon as possible about what has happened

If there is a **slight** smell of GAS, take the following precautions:-

- Check that all cooker knobs are turned off
- Check if a pilot light has gone out on a cooker or boiler
- If there is a leak, turn off the pilot light if you can, or turn off the gas supply (the lever is next to the meter)
- Put out cigarettes, naked flames and switch off electric fires
- Open doors and windows to air your home. Wait until the smell of gas has gone before re-lighting pilot lights
- If the smell of gas returns call TRANSCO on 0800 111 999

The possible side effects of exposure to gas fumes include:

- Headaches
- Migraines
- Feeling light headed

#### **Burst Pipe**

- Turn off the mains water stopcock. This is typically found under the kitchen sink or near the toilet
- Turn on all your taps to drain the water in the pipes
- If water is running down a light fitting, switch it off and remove the appropriate fuse from the fuse box
- Contact The Landlord.

**Note** - Ensure you are familiar with the Central Heating System and that there is sufficient heat in the house in cold winter periods to avoid burst pipes. Leave some heating on if you go away in the winter and inform the Agent/Landlord.

#### **Fire**

##### **If your chip or frying pan catches fire**

- Don't throw water on it
- Turn off the cooker
- Cover the pan with a lid, damp cloth or fire blanket
- Leave the pan to cool down
- Don't lift the lid off the pan for 30 minutes. The fire may flare up again

#### **Electricity**

- If the power to your home and your neighbour's home suddenly goes off, contact your electricity supplier
- If the power to an appliance goes off check the plug and fuse box

Reminder: If you have a key meter remember to check that you have credit.

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### **Urgent Repair**

This is a repair that causes a loss of an essential facility or a major inconvenience, and if left unattended could cause further inconvenience, damage or harm to other people. For example:-

- Leaking roof
- Overflow from toilet cistern
- Cracked bath or wash basin
- Loss of heating to non vulnerable tenants
- Leaking waste pipe

### **Routine Repair**

A repair that can be left for a while, without causing too much disruption or inconvenience. For example:

- Blocked or broken gutters or drainpipes
- Minor roof repairs
- Glazing or plaster repairs
- Repairs to kitchen fittings

### **Repairs Responsibilities Of the Landlord**

We are responsible for the upkeep of:

- The structure of the building
- The outside of your home, which includes the communal areas
- The plumbing, electrical and heating systems that were originally provided by us (not including those that you have installed yourself).

This includes:

- The roof, drains, gutters and outside pipes
- Outside walls, doors, window sills, window frames & glass
- Outside painting and decoration
- Internal walls, skirting boards, doors & door frames, door jambs, thresholds, floors and ceilings (but not internal painting & decorating)
- Major internal plasterwork
- Flues, chimneys and chimney stacks (but not cleaning the chimneys)
- Fences, pathways, boundary walls, steps, ramps and stair-lifts
- Garages and outbuildings (where provided by us)
- Common entrances, stairways, lifts and lighting
- Water pipes & tanks, gas pipes and electrical wiring
- Electrical sockets and smoke detectors (where fitted by us), light fittings (but not plugs or other fittings that are not fitted by us)
- Basins, sinks, baths, toilets, flushing systems and waste pipes
- Water heaters, boilers, fireplaces, fitted fires and radiators
- Re-tiling in bathrooms and kitchens

Please Note: There are certain repairs that if caused by you, a member of your household or a visitor to your home, may result in us asking you to pay for the cost of making the repair (for instance, broken windows or doors).

### **Tenant's Repair Responsibilities**

You are responsible for:

- Internal decoration
- Minor repairs
- Maintenance of appliances and fittings installed by you that do not belong to the Company (unless we have agreed to adopt them).

This includes:

- Painting and decorating the inside of your home
- Altering doors for carpets
- Replacing lost or damaged keys (We will charge you for the actual cost of replacing keys and fobs)
- Repairing small plaster cracks
- Replacing electric plugs, fuses & light bulbs
- The upkeep of your own garden
- Plumbing in your own washing machine
- Replacing the toilet seat
- Bath and sink plugs.

If repairs are necessary to any of the Landlord's furniture or fittings, contact the Agent/Landlord immediately. Do not make your own arrangements to have the repairs done as you may have to pay for them and any damage incurred.

You should also report repairs to us that are our responsibility to carry out.

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### **Programmed Maintenance**

This is work that we need to do in order to keep your home and the estate in general in good condition. It includes:

- Contracts for servicing lifts, boilers, and heating systems
- External painting
- Planned replacement, or the maintenance of certain parts of the building, which may wear out or require servicing (roof tiles, fencing, etc)

### **Aids And Adaptations**

If you have special needs and feel that you need your home to be adapted to meet your requirements, please speak to your Landlord and your Doctor who will also be able to assist you. Ask your Doctor to write to us in support of your request.

### **Standards And Timescales**

If you are not happy with the repair or if we have not responded within the times we have set, you should contact the Landlord. Every effort will be made to put things right, however, if you are still dissatisfied, you have the right to complain in accordance with our complaints procedure

### **FURNITURE**

Landlord will ensure that:

All furnishings and furniture are clean and in reasonable condition at the commencement of the tenancy and comply as appropriate with the Furniture and Furnishings (Fire)(safety) Regulations.

### **HEALTH AND SAFETY**

#### **Gas Appliances**

Landlord will ensure:

§ All means of use and supply of mains gas and alterations and repairs to gas installation shall comply with the current Gas Safety (Installation and Use) Regulations.

§ All gas appliances will be serviced annually by a competent CORGI registered technician and a record of the safety check will be issued to each existing tenant within 28 days of the check being completed, to any new tenant before they take up occupancy

§ All repairs to gas and supply pipe work and appliances will be carried out by registered CORGI fitters

§ Clear written instructions for the safe use of all central heating and hot water systems will be given.

#### **Liquefied Gas/Paraffin Heaters And Appliances**

Landlord will ensure that:

§ No form of bottled gas or paraffin heaters will be provided by the owner as a heating or cooking source.

#### **Electrical Installations And Appliances**

§ Landlord will ensure that:

§ All electrical installations are certified as safe by an approved electrician in accordance with the Institute of Electrical Engineers (IEE) Wiring Regulations

§ All repairs and improvements in electrical installations comply with the current IEE Wiring Regulations.

§ All components used in electrical wiring installations and repairs comply with the International Standard and all appliances will be installed in accordance with Manufacturers instructions.

§ All electrical appliances provided by the owner are functioning in accordance with manufacturers operational limits and are capable of being operated in a safe manner.

§ Appliances should be regularly visually inspected for wear and tear and any defects remedied.

### **MANAGEMENT OF DISPUTES**

§ Where disputes between Landlord and tenants occur, reasonableness and promptness in dealing with the issues by both parties is the key to the amicable and effective resolution of problems.

Landlord undertake to:

§ Respond reasonably and promptly to tenants or tenant representatives in regard to any complaints or difficulties raised by tenants.

§ Make written response to correspondence from tenants of their chosen representative within four weeks.

§ Ensure that all settlements and agreements reached are honoured within three weeks of such settlement being agreed.

§ Maintain courteous professional relations with tenants during any dispute.

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### **COMPLAINTS**

Landlords undertake to:

§ Within four weeks of receipt of any written complaint from a tenant or a local resident, or their representative. The landlord shall use best endeavors to rectify any breach or, in the alternative, enter into correspondence with any tenants or their representative where such an allegation is contested.

### **Anti-Social Behaviour**

The Landlord and Tenant acknowledges that residents have a right to peace, quiet and security in their homes. Common and Statutory Law protects this right and it is also an obligation placed on residents through their tenancy agreement.

However, often a small minority of residents cause problems for their neighbours and these can, if not tackled promptly, have serious effects on the well being of those affected. This sort of behaviour is now commonly classified as anti-social behaviour. The National Social Landlords Crime and Nuisance Group defines anti-social behaviour as:

"The term anti-social behaviour is very broad. It includes all types of behaviour, which by definition is anti-social in nature but also includes behaviour that falls short of criminality, but seriously impairs the quality of life for local people. It is behaviour of the minority that blights the life of the majority, deeply affecting those people who are subjected to it. It is a problem which has many causes, and thus, by necessity, it is one which requires a wide range of responses if it is to be successfully tackled".

Given this definition, it is not possible to draw up a definitive list of behaviour or actions that constitute such anti-social behaviour. Each complaint made to The Landlord will therefore be considered in a prompt and effective manner recognising the need to adopt a complainant orientated approach whilst seeking the most appropriate remedies given the facts of each case. This Anti-Social Behaviour Procedure is designed to ensure an effective response is made to all complaints about alleged anti-social behaviour.

### **Noise And Nuisance**

We are committed to ensuring that all tenants and leaseholders enjoy their right to peace, quiet and security in their homes. We will take firm and prompt action in dealing with disruptive tenants and any other persons causing a nuisance or harassment on the estate.

Noise is the most common form of nuisance. It is a term of your Tenancy Agreement that you will not "Create any noise so loudly that it causes nuisance and annoyance to neighbours".

If your neighbour is causing you a nuisance you should firstly try to discuss it with them in such a way as to avoid conflict. In most cases they may not be aware that they are disturbing you. If the nuisance continues, report it to your Local Police station or Council who will deal with it in accordance with our their policy and procedures on Noise & Nuisance.

There are certain steps that you can take to avoid causing unnecessary noise and nuisance:-

- Keep your TV, radio or Hi-fi etc, at a low volume, especially at night (use earphones if you like loud music)
- Try not to slam doors
- Avoid revving cars, vans or motorbikes, especially late at night
- Avoid Do It Yourself (DIY) maintenance at unsociable hours (inform your neighbour in advance of what you're doing)
- Keep pets under control
- Warn people in advance if you are having a party (try to keep the volume down)

Noisy parties and other constant noise problems are best dealt with by the local Council's Environmental Health Officers. They have the power to not only take legal action, but also confiscate Hi-fi equipment responsible for making the noise.

### **Harassment And Violence**

We will not tolerate and will take prompt and effective action against ALL forms of violence and harassment. We advise the police are contacted immediately and informed of any situations whereby persons are responsible for inflicting physical and or verbal abuse, or intimidating residents, their families and visitors to the property.

It is a condition of your tenancy that "You will not commit or allow anyone living with or visiting you, to commit any form of harassment which may interfere with the peace and comfort of, or cause offence to, any other tenant, member of their household, visitor, neighbour or employee of the Company".

We define harassment as "anti-social behaviour" resulting in the persecution or intimidation of a

person or group because of prejudice or discrimination. This includes verbal as well as physical attacks, and attacks on property as well as people.

We advise the police are contacted immediately and informed of any situations whereby any forms of violence (including domestic) and harassment occurring within in the vicinity of the

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property. We reserve our right to take legal action against any person or persons responsible for inflicting physical and/or verbal abuse, or intimidating residents, their families, visitors and members of staff.

If you are the victim of any form of harassment from a neighbour, another tenant a visitor to the property or a member of staff, you should report it immediately, both to the police and your The Landlord either by phone, letter or by calling in to the office. You should also consider seeking legal advice. All reports of harassment will be treated sensitively and confidentially.

## **AT THE END OF THE TENANCY**

### **Notice**

When you wish to terminate the tenancy, give the Agent/Landlord written notice as specified in your tenancy agreement. To ensure your deposit is paid back quickly, arrange to have all your bills paid up to date and provide the necessary receipts/proof. Agree with your Agent/Landlord what is required. Remember to cancel your Standing Order.

### **Deposits**

§ Tenants are issued with a "cleaning checklist " with clear written guidelines regarding the standard of cleaning and other arrangements for bringing the tenancy to an end so as to avoid misunderstandings regarding the standard of cleanliness and condition of the property expected at the end of the tenancy.

§ Where monies from a deposit have been retained to set off owners reasonably incurred cost, such balances that are remaining shall be returned within 28 days together with a written statement of account providing reasonable details of any and all deductions to the former tenant. If the deposit is held in a TDS, it will be dealt with in accordance with that scheme

### **Cleaning Check list**

We check all our properties by the following check list and when we refund your deposit we will deduct money for cleaning this is not what we prefer to do we would rather the property was cleaned to the required standard . In cleaning we expect all carpets/floor coverings to have been cleaned and not stained, we require all the painted surfaces to washed and cleaned, kitchens and bathrooms to be cleaned with a bathroom / kitchen cleaner, ovens with an oven cleaner .To give an idea I would allow four hours for two bedroom flat when flat is empty .The following check list may be useful.

#### **Items checked**

##### **Kitchen**

Cooker & grill pan	<input type="checkbox"/>
All cupboards empty and clean	<input type="checkbox"/>
Floor cleaned	<input type="checkbox"/>
Windows and cills cleaned	<input type="checkbox"/>
Worktops cleaned	<input type="checkbox"/>
Kickboards Cleaned	<input type="checkbox"/>
Skirting board cleaned	<input type="checkbox"/>
Radiator cleaned	<input type="checkbox"/>

##### **Bathroom**

Bath cleaned	<input type="checkbox"/>
Toilet cleaned	<input type="checkbox"/>
Basin cleaned	<input type="checkbox"/>
Floor cleaned	<input type="checkbox"/>
Skirting board cleaned	<input type="checkbox"/>
Radiator cleaned	<input type="checkbox"/>

##### **Lounge**

Skirting board cleaned	<input type="checkbox"/>
Windows and cills cleaned	<input type="checkbox"/>
Radiator cleaned	<input type="checkbox"/>
Laminate floor or carpet cleaned	<input type="checkbox"/>
Top of picture rails cleaned	<input type="checkbox"/>

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## Bedroom(s)

- Skirting board cleaned
- Windows and cills cleaned
- Radiator cleaned
- Laminate floor or carpet cleaned
- Top of picture rails cleaned

## Hall

- Skirting board cleaned
- Windows and cills cleaned
- Radiator cleaned
- Laminate floor or carpet cleaned
- Top of picture rails cleaned
- Loft hatch and loft

## Outside if applicable

- Garden no rubbish or dog waste
- Patios or flagged area clean
- No rubbish

Signed \_\_\_\_\_

Dated \_\_\_\_\_