

STANDARD TERMS AND INFORMATION FOR TENANTS

These terms and conditions apply to your application to rent a property through *HS Owen Ltd* and constitute a binding legal contract. By signing the Agreement you agree to comply with the terms and conditions below. If you are unsure of your obligations under this Agreement, then you are advised to take independent legal advice before signing.

HOW TO RENT GUIDE

The applicant is advised to read the Government 'How to rent: checklist for renting in England' which is available from the government website www.gov.uk. The guidance aims to help tenants renting property in England understand their rights and responsibilities when renting property and provides a checklist and more detailed information on each stage of the process. The applicant will be given a copy of the 'How to rent: checklist for renting in England' by the landlord or his agent where the tenancy proceeds in England.

SIGNING CONTRACTS

The letting contract or agreement must be signed by all parties and, until this has taken place, no tenancy exists. If any tenant is unable to sign the tenancy agreement on or before the start of the tenancy, then a letter must be obtained from that person giving another tenant authority to sign the documentation on their behalf. For the avoidance of doubt, these tenancy terms are subject to contract and nothing in this document should be seen as granting or promising to grant a tenancy to the Applicant or anyone else.

REFERENCES

All applicants will be expected to provide references which are satisfactory to the landlord before any tenancy can be entered into.

GUARANTORS

A guarantor will be required for any applicant who is unable to provide satisfactory credit references or has been employed for less than one year. The guarantor is usually a close associate or member of the applicant's family who is of sufficient means to provide suitable financial guarantees. This person will be required to sign a legally binding document, which could make him/her liable for the applicant's obligations under the tenancy agreement. This could make the guarantor liable for the rent for the full term of occupancy as well as the cost of any damage if the tenant breaches the terms of the tenancy.

MOVING IN

It is the applicant's responsibility to arrange services (normally telephone, gas, electricity, television licence, satellite TV, internet and water). You are advised to apply for connection to the respective suppliers at least THREE working days before moving in. Applications for electricity and gas supply need to be made directly to the supplier. You are required to inform the landlord or agent of the respective suppliers as soon as possible. You should also contact the telephone service provider for connection of your telephone service. *HS Owen* cannot accept responsibility for any costs incurred with connection of supplies.

You should check carefully the condition of the property and its contents when you move in with respect to the inventory. The inventory is an important record which is used to assess any damage, dilapidation or losses during the tenancy – which may lead to deductions from the deposit being made at the end of the tenancy. If you find anything that is not in good order, then we ask you to report it to us within the first week of moving-in so that the problem can be put right or marked on the inventory. The property is let as seen at the time of viewing; and requests for extra furniture,

appliances or redecoration will not normally be considered after the tenancy has been entered into. The property should be in clean condition, free from dust and damage, windows clean etc.

RIGHT TO RENT CHECKS

The Agent or Landlord may be required by law to carry out immigration checks on any occupiers at the Property. In these circumstances all occupiers who are authorised to live at the Property, whether or not they are named on the tenancy agreement, will be required to provide the Landlord with documentation to support their right to rent property in the UK prior to the tenancy being granted. Where an occupier has a time-limited right to rent, the Landlord or Agent is required by law to carry out follow-up checks on the occupier. Where the occupier cannot produce evidence that they have a right to rent property in the UK, the Landlord or Agent must make a report to the Home Office. Where the Landlord or Agent has received notice from the Home Office stating that one or more of the occupier(s) do not have a right to rent the Property the Landlord or Agent may end the tenancy in accordance with the provisions of the Immigration Act 2014 (as amended).

METHOD OF PAYMENT

The balance (one month's rent and deposit) is to be paid either by bank transfer or debit card payment [funds to be cleared before the start date of the tenancy], or by Bankers Draft or Building Society cheque. The holding deposit can be credited towards this first payment. **WE WILL NOT ACCEPT PERSONAL CHEQUES OR CASH** except by prior arrangement.

When the landlord has instructed HS Owen as agent to collect the rent each month, we will appoint a lead tenant and a standing order facility will be set up for the total amount of rental on that property. It is important that you furnish us with your bank details on or before the occupation date.

TENANCY DEPOSIT

A tenancy deposit will be held either by [*HS Owen*] (if the property is to be managed by ourselves) or the Landlord as a security against any breach of the tenancy terms by the tenant (such as damage to the property or its contents, loss of rent or other unexpected costs). This deposit is protected by: The Deposit Protection Service (Tenancy deposit scheme).

Details of the scheme and the dispute resolution provisions will be issued within 30 days of receipt of the deposit. The tenancy deposit is returnable at the expiration of the tenancy, subject to a final inspection and full inventory check. If any necessary cleaning, repairs or replacements are required following the tenancy, then the deposit will be refunded, less any remedial costs, within 10 days of reaching an agreement about the deductions to be made.

FROST DAMAGE

Frost damage is a risk to all houses left empty during the winter period due to possible pipe bursts and flooding. You are required to take reasonable precautions to prevent frost damage if you are away from the property for anything other than a very short period. Such precautions might include leaving the heating on (and turned down to a low setting), and opening the loft access hatch to allow warm air to circulate into the attic space. If you are away for a more extended period, then you should contact *HS Owen* or the landlord regarding more permanent arrangements such as turning off the mains water supply or draining down the heating system. Failure to carry out these precautions could make you liable for any damage caused as you will be in breach of your obligation as a tenant to take good care of the property.

INSURANCE

As a tenant, you will be responsible for the safe-keeping of the property and its contents. You may wish to consider obtaining insurance for your own personal effects and for the contents belonging to the Landlord which you have agreed to look after.

REPAIRS AND MAINTENANCE

Tenants are requested to bring any disrepair, damage or defect in the premises to the attention of the agent as soon as possible. In the event of emergency repairs, please call our maintenance contractor on 01803 364113. The landlord has a legal responsibility to maintain the fabric and services of the building (water supply, drains, heating and hot water, electrical installations etc.). Tenants should use the drains responsibly and not dispose of any inappropriate items down the toilet or sink which could cause the drains to block such as cooking fat, oil or grease, waste food, nappies, sanitary products, baby/hand wipes and cotton wool etc. The Tenant will be responsible for the reasonable cost of unblocking any drains which become blocked due to the tenant's misuse.

Any damage, breakdowns or other maintenance problems should be reported as soon as possible to *HS Owen Ltd.*

As tenant you are responsible for all appliances left in the property and should take good care of them. This will involve using any appliance in accordance with the manufacturer's instructions or user manual and carrying out any minor maintenance that would be expected (e.g. cleaning or changing filters etc.)

GAS APPLIANCES

Gas Safety regulations apply to both landlords and tenants in rented property. In order to comply with the regulations, it is necessary:

- that brown or sooty build-up on any gas appliance, or gas escape should be reported immediately to your letting agent **AND** your gas supplier. The number of the gas emergency service is **0800 111 999**.
- that ventilators installed in the premises for the correct operation of the gas appliance should not be blocked.
- that safety checks be carried out every 12 months on any gas appliance in the property by a Gas Safe Register approved engineer. The tenant is required to allow entry with reasonable notice for this purpose. A copy of the gas safety record will be made available to tenants. A reasonable charge may be made for missed appointments to reflect any damages or loss suffered for breach of agreement.

ELECTRICAL APPLIANCES AND INSTALLATIONS

For safety reasons, tenants are requested to visually inspect all electrical appliances on a regular basis. In use, cables and flexes can become frayed and casings broken. You should contact *HS Owen* as soon as possible should any defect be discovered or repair become necessary. Where electrical appliances are used outdoors (e.g. electrical lawnmowers etc.) they should only be used when connected to an RCD (Residual Current Device) protected mains supply. RCD units are available from most hardware stores and should be checked before use.

The tenant is responsible for keeping all electric lights in good working order and in particular to replace all fuses, bulbs, or fluorescent tubes, as and when necessary. Any replaceable or disposable filters, vacuum bags, or other consumable items in appliances and fittings should be replaced as reasonably required and at the end of the tenancy.

The electrical installations at the Property need to be inspected at least every five years to ensure they are safe. The Tenant is required to allow entry with reasonable notice for this purpose. A copy of the Electrical Installation Condition Report will be made available to the tenant. A reasonable charge may be made for missed appointments to reflect any damages or loss suffered for breach of agreement.

INSPECTIONS

If *HS Owen* is managing the property, then four monthly inspections will be carried out. It may also be necessary for Contractors to access the property to maintain and inspect electrical, gas and similar appliances, pipework and flues. We will liaise with you to arrange these inspections. It is important that any access arrangements made in connection with inspections or appointments are honoured so that inspections can be carried out and contractors can carry out the work on the agreed day.

At the end of the Tenancy, the Tenant will be requested to attend a check-out process which will be arranged by the Landlord or his Agent. The check-out process will comprise a full inspection of the Property and Contents and any items missing, damaged or otherwise in a different state to their condition at the start of the tenancy will be recorded.

If the Tenant or a chosen representative cannot attend the check-out, then the Tenant may prejudice his opportunity to resolve any dilapidation dispute in a timely and efficient manner or take any immediate remedial action.

LEGIONNAIRE'S DISEASE

The potential risk of exposure to Legionella from most residential hot or cold water systems in the UK is very low, but the law requires that we alert tenants to these risks in any case. For most healthy people, the risk of developing Legionnaire's disease in a typical well-maintained domestic setting is negligible. There is a higher risk of infection with older people and people with lowered immune systems, which can lead to severe pneumonia or other complications.

In the domestic environment, risks of Legionella may increase where the property is unoccupied for a short period, or where water is being stored between 20°C and 50°C. In particular, tenants are advised to:

- inform the Landlord or Agent if they believe the hot water temperature is below 50°C or the hot water tank/boiler is defective in any way
- advise the Landlord or Agent if they believe that the cold water temperature is above 20°C
- flush through little used outlets for 2 minutes once every week or two, or on return from a holiday
- clean, disinfect and descale shower heads at least once every six months
- notify the Landlord or Agent if they notice any debris or discolouration in the hot or cold water

SMOKE DETECTORS

You may find that smoke detectors and similar safety devices have been fitted in your property.

Where this is the case, please ensure that you check all such devices on moving into the property and familiarise yourself with their operation (most smoke detectors have a test button to check

batteries and the unit are operating correctly) and report any problems to your agent. Government Guidance recommends that the tenant should test alarms regularly to make sure they are in working order and arrange replacement of any batteries that may be required.

ALARMS

Where the property is alarmed using a security code, the tenant must not change the alarm code without obtaining prior written consent from the landlord or *HS Owen*. *HS Owen* need to hold alarm and similar security information for emergency, maintenance and inspection purposes; if any alteration is made to the code, you are requested to inform *HS wen* as soon as possible.

TELEVISION AERIALS

The tenant is responsible for maintaining in good repair the television aerials, satellite dishes or similar installations for use with any television at the property. You are also reminded that a television licence is required in order to use a television at the property and the tenant would be responsible for this cost.

DAMP AND CONDENSATION

Damp can be a problem in houses where there are many occupants and the property is not adequately ventilated. You should ensure that any extractor fans are left connected and are properly used. It is also important to open windows as necessary to encourage an adequate flow of fresh air through the property after bathing or showering in order to allow damp air a chance to escape. The hanging of washing and wet clothes will also create large amounts of damp air and again, it will be important to provide adequate ventilation in such circumstances.

The presence of mould or dark spots or stains, especially in bathrooms and other wet areas, is a common sign of inadequate ventilation, and it is important to prevent further spread at an early stage before severe and irreversible staining takes place. Mould and similar stains should be removed by wiping the affected areas with a fungicide or mild bleach in accordance with the manufacturers instructions, but do test on a small area first. If the problem persists, then you should inform us.

PESTS

Fortunately, with modern building and repair standards, we expect few tenants to be troubled by household pests during their tenancy. An infestation of any kind, be it ants, fungal attack, bedbugs, fleas or wasps makes a property unpleasant to live in and should be eradicated as soon as possible. Regular cleaning and vacuuming will help to prevent any such infestation taking hold, and you are expected to take care of the property in this way and keep a watchful eye for unwelcome visitors as part of your tenancy obligations. During the tenancy, the tenant is responsible for keeping the property free of any pests, and also for any damage that might occur as a result. You should inform the agent if you discover any pest infestation at the property.

TERMINATION OF YOUR TENANCY

The tenancy agreement is a legal and binding contract for the set term that you have previously agreed and signed for. If due to unforeseen circumstances, you need to leave the property before the expiration of the tenancy you remain liable for the full rent until the end of the tenancy. However, if you do wish to end the tenancy early we may be able to let the property to a new tenant with the express agreement of your Landlord but you would be responsible for the reasonable costs incurred by the Landlord or his Agent in respect of the early termination of the tenancy.

Should it not be possible to relet the property immediately, you would be responsible for all rental, gas, electric, water and sewerage, council tax, television licence and telephone charges (if any) until the new tenants have taken up occupation of the property or until the original termination date of the agreement, whichever is sooner.

COMPLAINTS

Where the Tenant is unsatisfied with any service provided by the Agent, the Tenant should contact the Agent in the first instance to try to resolve matters using the Agent's in-house complaints procedure. The Agent is a member of *The Property Ombudsman* and in the event that matters cannot be resolved using the Agent's in-house complaints procedure the Tenant can refer the complaint to this scheme for a further decision. Details of the Agent's in-house complaints procedure and the redress scheme are available upon request from the Agent.

DATA PROTECTION

Your personal details may be shared with certain third parties for the purposes of processing your tenancy application, the management of the tenancy and for the purposes of enforcing any of the obligations under the tenancy agreement.

In processing your tenancy application, we shall be required to process and store personal information on your behalf, and liaise with parties such as the Home Office, credit referencing agencies and your landlord. We shall make every effort to keep such information safe and secure. Once you have moved into the property, it may occasionally be necessary to share contact information with trusted contractors (for example to arrange access for maintenance work), utility companies and other related parties. *HS Owen* will not divulge or pass on your details to any third party for marketing purposes without prior approval unless this is necessary to comply with a statutory obligation. Any personal data stored will be disposed of within a reasonable time after the determination of the tenancy. If you wish to withdraw consent for *HS Owen* to use your personal data for the purposes set out above you can contact us to request this.

Where there are rent arrears or other charges remaining at the end of the tenancy, we reserve the right to pass on your details to a tracing agent or debt collection company to help recover the money owed. Leaving unpaid rent and other bills at the end of your tenancy may affect your credit rating, and your ability to obtain a new tenancy, or other credit facilities.

