



Landlord Direct

Tenant Handbook

Office Tel: 0115 9696355

email: info@landlorddirect.com

Office Opening Hours: 9.00am - 5.00pm Mon - Fri

Contents

1. Emergency Phone Number
2. Utilities & Council Tax
3. Deposit & Rent Payments
4. Repairs & Maintenance
5. Keys & Access Fobs
6. Insurance
7. Anti-Social Behaviour
8. Waste Management
9. Condensation Awareness

1. Emergency Phone Number



In an emergency call: 07584 563 117
For evenings, weekends and bank holidays ONLY

This is not a 999 emergency service. Please only use if you are unable to contact the office on **0115 969 6355**. It is for repairs that if not carried out imminently may result in lives, health or property being put at serious risk. You may be charged if you call us out to a repair that is not an emergency. Our contractors can guide you and here are some examples of situations likely to be an emergency:

- * No heating or hot water (no hot water, will only be classified as an emergency in exceptional circumstances)
- * No lights or power
- * Electric shock
- * Exposed bare wires (including ceilings)
- * A burst pipe or tank
- * Locked out or locked in (you may be charged)
- * Unsafe building e.g. leaning chimney stack
- * Blocked sewer or toilet (where there is only one toilet in the property)
- * Rain entering the property
- * Taps stuck full on (where water cannot be turned off at the stop tap)
- * Property insecure e.g. broken window or damaged door following an accident or incident

If you smell gas or have fumes escaping you must always telephone the National Gas Emergency number:
0800 111 999.

Emergency repairs are usually dealt with within the first few hours of them being reported. We'll usually carry out a temporary repair to make the situation safe and then a permanent repair will be carried out as soon as possible afterwards.

If you use the emergency number to tell us about a non-urgent repair, we'll ask you to call back between 9am and 5pm, Monday to Friday, to report the repair in the usual way, or email us via our website
<https://landlorddirect.com/tenant-report-a-repair.aspx>.

Please be advised that if any repairs are considered to be due to tenant negligence, you may be charged

2. Utilities & Council Tax

Gas, Electricity & Water

You are responsible for paying **ALL** of your utility bills throughout the **entire** duration of your tenancy, unless otherwise stated in your Tenancy Agreement. The first thing you should do when you move into your new accommodation is to read the meters. These are usually located in areas such as cellars, kitchen cupboards or under the stairs. The exact location of the meter can be found on your inventory. If your property is within a leasehold block you may need to contact the Management Company.

Next, you should contact your utility companies to provide them with the readings and to ensure that you are listed on the database as the person(s) now responsible for paying the bills. Your current supplier, if known, will be listed on your inventory. Failing that, to help with the move-in process we have teamed up with Tenant Shop to streamline the registration process for your Tenancy by notifying the local council, water supplier and incumbent utility providers of gas and electricity to your property. They cost nothing for you to use their services and, if they haven't already contacted you, they can be reached on 020 38239350 or at hello@tenantshop.co.uk.

The person who requests the supply is liable to pay. It is recommended that you sign an agreement between yourselves setting out each person's liability for payment of bills in the event of a later dispute. When you receive a bill, it may be appropriate to check to see if the meters have been read. If the bill has been estimated, an [E] will appear by the reading, and you should therefore phone in the correct reading immediately.

Failure to pay bills on time will attract a red reminder letter. If you ignore this then the service or supply may be disconnected. If you are having difficulty in paying the bill, contact the relevant utility company without delay. It may be possible to negotiate to spread the payment over a period of time.

Council Tax

You will be responsible for paying the council tax for the entire duration of your tenancy. However, full time students, living in shared accommodation solely occupied by students, will be fully exempt from paying Council Tax. It is vitally important that you notify your local authority of who is occupying your property however, as failure to do so may result in a large Council Tax bill for which you will be liable. Similarly, if your status should change during the course of your tenancy and the exemption is no longer applied, all joint tenants will become liable for any council tax due.

Please note, that some Councils may charge council tax to final year students once their course has finished, or possibly even for periods in between courses (for example, after the completion of a degree and before the start of a Masters course). It is important to check with the Council regarding your liability, as these periods may coincide with the dates of your Tenancy and Council Tax may therefore be due from you.

The authority will ask for evidence of your student status and they will be able to advise you accordingly. Contact your relevant council offices on the following number and ask to speak to the Council Tax department.

Rushcliffe Borough Council (West Bridgford) Tel: 0115 981 99 11 or visit www.ntu.ac.uk/counciltax

Nottingham City Council (City Centre) Tel: 0115 915 55 55 or visit www.nottingham.ac.uk/studentservices/officialdocuments

Telephone & Communications

If you wish to be connected to a telecommunications service, you must be aware that certain subscriptions or new installations may require a wayleave agreement to be signed by the landlord or agent before they can be installed. If the property already has a telephone connection socket, it is likely that you will only have to pay for a reconnection charge, but any costs incurred for any of the above will be the sole responsibility of the tenants.

If you are moving into an apartment block which does not have a communal service, you will need to check which services can be supplied to that particular development. Tenant Shop should be able to assist you with this. You may need to speak to the on-site facilities manager or caretaker, in case access is required to any of the communal areas in order to be able to install any of these services. You **will not** be allowed to have your own dish installed in an apartment, as this is likely to contravene the conditions of the Head Lease, which would put you in breach of the conditions of your tenancy.

TV Licence

The law is very clear that each household with a TV capable of receiving broadcasts must have a TV Licence. One licence covers any number of sets in a single household, and students with a joint tenancy are likely to be classed in this fashion. More information and details of how to obtain a licence can be acquired from your local post office.

Final Bills

All of the above information is relevant to the end of your tenancy. You will be contractually obliged to provide your management agent with copies of all final paid utility bills and evidence that the council tax is fully paid.

Please note that even if you move in later than your start date, or move out earlier than your contractual end date, you are responsible for the FULL DURATION of your tenancy for council tax and utility bills.

Deposits cannot be returned until all of the above have been received, and so it is in your best interests to ensure that all of these are set up and closed down properly.

3. Deposit & Rent Payments

Deposit Payments

Landlord Direct are members of the TDS (Tenancy Deposit Scheme) and all deposits are registered with this government approved scheme. It should be noted that deposit payments are completely separate from rent payments. They are held on behalf of tenants and returned at the end of the tenancy, subject to the terms and conditions of the tenancy agreement being adhered to.

Deposits will not be returned until all of the keys to the property have been returned, all of the rent has been paid, and all of the copies of final utility and council tax bills have been received. A more detailed guideline for your deposit return will be sent to you towards the end of your tenancy, or can be requested in advance from your management agent.

Please note that deposits may not be used at any time to replace rent payments.

Payment of Rent

It is a condition of your tenancy that all rent must be paid by bank standing order on the same day of each month, unless otherwise contractually agreed. Although rent may be collected from you individually, joint tenants - where applicable - are jointly and severally liable for the payment of the total balance. You will be notified if arrears occur but it is important for *all* of you that *all* of the rent is paid on the due date.

Please remember that it is not the responsibility of the agent to collect or chase rent, but the obligation of the tenant(s) to ensure that the money is paid. As per your tenancy agreement, you must pay interest at the rate of 3% per annum above the Bank of England base rate on any rent or other money which you owe to us and which remains unpaid for more than 14 days, interest to be paid from the date the payment fell due.

If there is a genuine reason why you have missed or are likely to miss a rent payment, it is essential that your management agent is notified immediately. Situations are only made worse when your agent is not made aware of a problem, and where there are mitigating circumstances, we will always try and help you to re-schedule a payment.

Failure to Pay Rent

Continued failure to pay rent is likely to result in a Notice Seeking Possession being served on your property. **Further administrative charges will be made to tenants if this course of action has to be followed.** Regardless of who has failed to make their payment, action can only be taken against all of the tenants, as you have a joint tenancy. If, after 14 days, the arrears are not cleared in full, it is likely that court action will commence to recover the outstanding amount, possession of the property and court costs.

If a court judgement is made against you it will affect your ability to not only obtain credit but also to secure accommodation elsewhere, either in the private rented sector or to obtain a mortgage, until the debt, court costs and any accrued interest on these debts has been cleared in full.

For rent or payment queries you should contact our Accounts Department on 0115 969 6355 or e-mail accounts@landlorddirect.com

4. Repairs & Maintenance

Procedures

In the event that your property may require repairs or maintenance during the course of your tenancy, the following procedure should be observed to enable us to process your request quickly and efficiently.

For all non-urgent repairs and maintenance issues please contact us through our website at:-

<https://landlorddirect.com/tenant-report-a-repair.aspx>

This will be received by our maintenance team who will assess the job within the categories below and contact you regards to access arrangements and chosen contractor details.

Property maintenance will be categorised in order of priority and importance, as below:-

- 1) Emergency Repairs
- 2) Statutory Repairs
- 3) Tenants' Requests

Emergency Repairs - See Section 1

Emergency Repairs relate to matters arising which may be considered dangerous to the tenants, which may result in significant damage, or which may compromise the security of the property. More often than not, these issues revolve around the utility supplies to the property. i.e. Gas, electricity and water.

In the event that such problems may arise outside of the normal office opening hours of your management agent, tenants would be expected to act in a 'reasonable' manner to make the property and its installations safe. Each of your utility companies will have a freephone emergency number to call, but you should make sure that these are used appropriately depending on the nature of your problem.

Emergency Telephone Numbers

General	D Brown Maintenance	Tel: 07584 563 117
Gas	Transco	Tel: 0800 111 999
Electricity	All Suppliers	Tel: 105
Water	Severn Trent	Tel: 0800 783 4444
Glazing	CT Glass and Glazing	Tel: 07512 530 807
Locksmith	Nottingham Locksmiths	Tel: 0115 9472214

Gas

All rented accommodation with gas appliances must be issued with an annual Gas Safety Certificate. You will have been provided with one as part of the prescribed information given to you when you signed up for the property, but you will also be sent a copy if this is renewed during your tenancy.

If you smell gas and are concerned about a possible leak then you should call Transco on the above number. However, it must be pointed out that Transco will not *test* your appliances, they will simply switch off your supply until a Gas Safe registered engineer can re-test the system.

If you suspect a gas leak in your property, open as many doors and windows as you can. **DO NOT** USE ANY ELECTRICAL SWITCHES. **DO NOT** SMOKE. VACATE THE PROPERTY.

Tenants are often alerted to potential problems with gas appliances via carbon monoxide detectors. Although the use of these detectors is encouraged and recommended, tenants can often make the mistake of situating them within the extreme vicinity of gas appliances, thus causing them to give inaccurate readings. Ideally, such detectors should not be placed directly above, below, or to the immediate side of cookers or boilers.

Electricity

If the electricity in your property should become faulty, you should first try and identify the source or cause of your problem. Ask yourself the following question, 'Have all of the electrics in the house, including the lights, stopped working?' If the answer is 'no' then it is probable that your fuse box has tripped a fuse.

This can often be caused by overloading sockets with too many electrical appliances, particularly those which have a heating element in them (e.g. kettles, electric fires, hairdryers etc.). If this is the case, then the problem can often be rectified by simply flipping the switch on the fuse box, often located in a cellar, kitchen or under the stairs.

If the answer to the first question is 'yes', then it is probable that your property has suffered a power failure. If this has occurred then all other properties in your area will also be without electricity. If the situation persists you should call your electricity supplier to ascertain the nature and extent of the problem. **Remember, if you are in any doubt then you should contact your management agent at your earliest opportunity, who will advise you accordingly.**

Water

If your property springs a leak from any of the plumbing installations, (i.e. taps, baths, sinks, toilets, pipes etc.), you must first turn off your water supply at the main stop cock. This is often situated under sinks, in ground floor bathrooms or generally where the water supply enters the house, and should be turned clockwise until the water shuts off. This will prevent the situation getting any worse, until a competent plumber can attend to the problem.

It is also helpful to run both the hot and cold taps in the property, as this helps to drain the pipes and any water storage tanks, alleviating any water stored in the system.

The other major problem that can be created by water is through roof or gutter leaks, often emphasised by heavy rain. These should be reported immediately, but will only be treated as an emergency if water is penetrating the exterior of the building and causing damage to the interior. It must be remembered that roofing contractors can only attend to these types of problems when the weather conditions will allow.

Security

Sadly, we do not live in a crime-free society and it is not unheard of for some properties to be exposed to this criminal element. If your property should be unfortunate enough to be subjected to a burglary or attempted break-in, you should report this immediately to the police. They will issue you with a crime number which should be retained for future reference.

The incident must also be reported at the earliest opportunity to your management agent. You will be sent a crime report letter for completion, allowing all necessary related works to be charged to your Landlords insurance. Your management agent will also be able to arrange for any necessary repairs to be arranged, in order to secure the property.

Please note that if such an incident should occur outside of office hours, then it is recommended that tenants contact the appropriate emergency numbers above, or alternatively from the Yellow Pages, in order to deal with any glazing, locks or doors that need immediate attention. If contractor's costs need to be settled on completion then your management agent will reimburse this amount to you, upon receiving a copy of the invoice.

Statutory Repairs

Landlords have a statutory requirement to keep in good order the fixtures, fittings and appliances of their properties. If any of these should become broken or malfunction through no fault of the tenants, the landlord has an obligation to repair or replace these items.

This type of repair most commonly relates to items of furniture, such as wardrobes, cupboards etc. and to appliances such as cookers and fridge freezers. In the event of these repairs being required, tenants should contact their management agent to request the appropriate contractors to assess and/or attend to any problems.

Priority will obviously be given to faulty appliances and these should naturally be reported as soon as possible. Neither your Landlord nor your management agent will have any responsibility for consequential losses.

Please remember that contractors are not employed by your landlord or their management agent. It is not usually possible to attend to a repair on the same day that it is reported - unless it is an emergency - and realistic 'reasonable' timescales must be appreciated.

Tenants' Requests

This relates to requests that tenants may make to landlords for items or furnishings that are not present in the property (e.g. furniture, showers etc.). In most cases properties are taken as seen, and the monthly rental figures will reflect the standard and level of furnishings that a property may include.

Tenants may often wish to decorate their own bedrooms or other rooms of the house. This may be done with the written authorisation from the Landlord or Landlord's Agent and must be undertaken to an acceptable standard. Any decoration that has to be 'made good' at the end of the tenancy will be charged to the tenants' deposit(s).

n.b. one of the most common charges levied against tenants is for the redecoration of walls where blu-tac, drawing pins or nails have been used to put up posters, pictures etc., causing damage to walls beyond wear and tear.

The most successful method of requesting any additional improvements is to send a letter addressed to 'The Landlord', via your management agent, so that this can be considered. Your management agent does not have the authority to make these types of decisions or spend money on your Landlord's behalf, and so no guarantees can be made that these requests will be met.

Please note Landlord Direct and our approved contractors are fully compliant with the General Data Protection Regulations 2018 (GDPR).

5. Keys, Access Fobs & Insurance

Keys

Obviously, you will be issued with a set of keys to the property when you move in. You may have internal keys to the property as well, which may alternatively be left in situ in the property for you upon your arrival.

It is very important that you look after your keys, as it will not always be possible for your management agent to lend you a spare set. It should be noted that your Management Agents **DO NOT** hold copies of internal keys, and call-outs to attend incidents where keys have been lost or misplaced will attract a charge to the tenants. If this loss of keys compromises the security of the property, the landlord may also request that the locks are changed, also at the expense of the tenants.

For many apartment blocks, keys are on suited systems, which means that they cannot be copied or replicated and any replacements have to be ordered from the leasehold management companies.

Block & Garage Access Fobs

If you are living in a development with secure entry buildings and car parks, access fobs will also be issued to you when you collect the keys. It should be noted that we **DO NOT** hold spare fobs and therefore if they should become lost, stolen or broken during your tenancy, a replacement will need to be ordered and this may take a little time. Tenants will be responsible for the cost of these replacements, unless the original fob is returned to us and is deemed faulty.

In many cases, these fobs are battery operated, and so simply changing the battery yourself may be the simplest solution.

Please do not underestimate the cost of replacing suited keys or fobs, as they can be more expensive than you may expect. Suited keys may start at £30.00 per key and fobs can be anything from £50.00 upwards, depending on the development for which they are required. Payment from tenants for lost or misplaced keys/fobs will be required in advance of them being ordered.

6. Insurance

Landlords are required by law to insure their properties for the buildings and their own contents, fixtures and fittings. This does not however cover tenants for any of their belongings.

Personal contents insurance is recommended as a necessity and it is a false economy not to insure your possessions, particularly with the increase in valuable computing and entertainment systems that tenants now own. Some insurance companies do not insure students, or their policies may have exclusions or limitations that are unsuitable for your needs. However, numerous companies are providing policies that are specific to the market, and although the cost of premiums and the level of cover provided does vary, you should be able to find a policy that best suits your needs.

7. Anti-Social Behaviour

Part of your responsibilities under your tenancy agreement include not doing anything that may cause a nuisance or annoyance to anybody else living at or nearby the premises.

What is anti-social behaviour?

Anti-social behaviour is broadly defined as 'behaviour by a person which causes, or is likely to cause, harassment, alarm or distress to persons not of the same household as the person'.

To be considered anti-social behaviour it must also be a persistent pattern of behaviour and can include things like:

- verbal abuse
- harassment because of gender, race, disability or sexuality
- violence or threats of violence
- systematic bullying and/or intimidation
- noise which is part of a pattern of antisocial behaviour
- dumping rubbish
- vandalism, damage to property and graffiti

Procedure for Dealing with Anti-Social Behaviour

The procedure for dealing with anti-social behaviour will depend on the severity and/or regularity of the offence(s). Any criminal actions will not be tolerated and may well result in the police being contacted. All instances of anti-social behaviour will be dealt with on a case-by-case basis

- 1) After receiving complaint Landlord Direct give a verbal warning and send up to 2 warning letters.
- 2) If situation persists - Landlord Direct will contact neighbours/those living in close proximity and request they keep a 'Nuisance Log' for at least 28 days.
- 3) If situation persists - Landlord Direct will collect signed Witness Statements with Nuisance Log

Continued anti-social behaviour could result in a Notice Seeking Possession (section 8) being served upon you. In the case of student tenants:-

- 4) If situation persists - Landlord Direct submit Witness Statements to University Liaison Officers
- 5) Push for a determination by the University Liaison Officer, and attend any hearings brought by them with the tenants concerned.
- 6) In all cases, if situation persists - Landlord Direct will pass over Witness Statements to the Landlords Legal Representatives to action notice seeking possession of the property as above.

8. Waste Management

It is your responsibility as a tenant to ensure that general waste and recycling is dealt with appropriately during your tenancy.

For apartment blocks, large industrial bins are usually provided in the communal areas of the development. The precise location of these and how to access them will be noted on your inventory.

Houses are usually provided with separate bins for general waste and recycling, which are collected on specific days of the week, often alternated from one week to the next. For information about collection days, what you should and should not place in the different bins, and to download collection calendars, please visit the relevant local authority website:-

Rushcliffe Borough Council - <https://www.rushcliffe.gov.uk/environmentandwaste/recyclingandwaste/bincollections/>

Nottingham City Council - <https://www.nottinghamcity.gov.uk/bins>

9. Condensation Awareness

Condensation is usually caused by insufficient ventilation or lack of air circulation.

This situation can be greatly improved by always using an extractor fan during and after a bath or shower. If you do not have an extractor fan then you should ensure that the window is left open for any steam to escape.

If your windows are fitted with trickle vents, please make sure that they are used and please ensure that blinds or curtains are opened on a regular basis.

If condensation is present please ensure that it is wiped away as a build up will eventually lead to damp areas and mildew. Ensuring an adequate amount of heating in your property will improve the internal temperature of surfaces in the house and reduce the likelihood of condensation. You may also want to consider placing a few dehumidifier sachets around the property.

It is a tenant's obligation to take all preventative measures to keep condensation to minimum.