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TENANT HANDBOOK

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## WELCOME

#### Welcome to Exchange Resdential.

This handbook has been prepared as a guide for the duration of your tenancy. It contains useful information about your new home, together with information on your rights and responsibilities and important contact information. Please keep this email for future reference. The pack should contain the answers to many of the questions you might have both now and in the future. However, if you cannot fi nd the answer to your query within this pack, then please feel free contact the lettings team on:

#### P: 0191 269 9920 E: info@exchangeresidential.com

Enjoy your new home!

**Exchange Residential** 

#### ADDRESS

1 Maling Court, Union Street Newcastle upon Tyne, NE2 1BP

#### **REPAIRS & MAINTENANCE**

Use the maintenance request form on our website: www.exchangeresidential.com

Urgent repair or maintenance by telephone: 0191 269 9920 (office hours only)

#### **OPENING HOURS**

Monday to Friday 9:00am – 5:00pm. Closed Saturday and Sunday

#### IN CASE OF EMERGENCY

Out of hours emergencies: 07739 615 690

**NB** This number should only be used in genuine emergencies such as a fire or a flood and should not be used to report non-essential repairs or maintenance issues or lock outs.

# YOUR PROPERTY. OUR PRIORITY.



## **PAYING YOUR RENT**

#### IMPORTANT PAYMENT INFORMATION

Rent must be paid in strict accordance with the contract you entered into. Joint tenants should make single monthly payments from one bank account, be it a shared "House Account" or one of the housemate's accounts. This enables tenants to monitor defaulters before a rent payment is missed.

Please be aware that it is your responsibility to ensure that the standing order agreement between yourself and your bank is correctly set up prior to the first payment due date and is set up for the specified number of payments only. Exchange Residential cannot be held responsible for any such agreement not being set up or being set up incorrectly.

Please note that your standing order payment is not a Direct Debit agreement. Exchange Residential does not collect payments from your account. Any payments made to Exchange Residential from your account must be done under your instruction to your bank.

If you have any questions regarding setting up your standing order, please contact us and we can explain the process to you.

#### HOW TO CALCULATE YOUR RENT

If you live in one of our properties with 3+ bedrooms, you will likely have your rent agreed as a per person per week (pppw) amount. It is common for tenants to calculate the monthly rent incorrectly so please follow this guide to ensure that you are paying the correct amount and therefore, you will not fall into arrears.

For example...

Weekly rent = £75 pppw Weekly rent (75) x 52 (number of weeks in one year) = £3900 Annual rent (£3900)  $\div$  12 (months in the year) = £325 Therefore, £325 is due per person per month for the duration of your tenancy.

**PLEASE NOTE** – do not simply multiply your weekly rent by four. Not every month has four weeks and 12 x 4 would equate to 48 weeks rent, not the 52 required.

If you have any queries on this matter, please email: accounts@exchangeresidential.com

#### IMPORTANT PAYMENT INFORMATION

If for some reason you cannot pay rent by standing order, the following options are available to you. **These methods should only be used as a last resort:** 

You can make rent payments via online banking, our bank account details are set out below. Please ensure you reference your payment with your initials and the first line of your property address. If you are transferring funds from an international account then you will also need to add an extra £10 - £15 for the international transfer as banks charge extra for this.

#### Account Name: Exchange Residential Limited Account No: 30682160 Sort Code: 20-59-76

For international transfers you will also need the following details:

IBAN No: GB39 BUKB 2059 7630 6821 60 Swift No: BUKBGB22 Bank Name: Barclays Bank Plc Bank Address: Newcastle city centre, Ground Floor, Percy Street, Newcastle upon Tyne, NE1 4QL

**Payment by cheque.** Please post or deliver cheques made payable to Exchange Residential Limited to Steph Walker (Accounts), Exchange Residential, 1 Maling Court, Union Street, Newcastle upon Tyne, NE2 1BP. It is imperative that you write your name and the property address on the rear of the cheque. You may incur additional charges should any cheque be returned by your bank.

Please remember that we incur costs in pursuing each payment that is late even by a matter of days. Your Landlord is likely to have mortgage commitments and his or her costs will escalate the later and more serious the arrears become.

Under no circumstances can deposits be used in lieu of rent or part payment of rent. This is particularly important at the end of the tenancy. Deposits are there to be used towards any agreed dilapidation figure (damage caused by tenants during the tenancy). Should there be insufficient funds in the deposit account to cover any dilapidations, then the tenants would be expected to cover these costs.



## **BLOCK MANAGEMENT**

#### WHO TO CONTACT FOR BLOCK MANAGEMENT?

If you live in one of the following purpose-built blocks:

Waterloo House Rehearsal Rooms Rialto Osborne Terrace Victoria Mews Cameronian Square Pandongate House City Quadrant Osborne Road

**PLEASE NOTE:** We only let a small number of apartments in your building. You will have a block managing agent that looks after the communal areas and the exterior of the building, details below:

Waterloo House, Rehearsal Rooms, Rialto, Osborne Terrace, Victoria Mews & Cameronian Square are looked after by Kingston Property Services mail@kingstonpropertyservices.co.uk

Pandongate House is looked after by Heaton Property office@heatonproperty.com

City Quadrant is looked after by Edwin Thompson newcastle@edwin-thompson.co.uk

Osborne Road is looked after by Brannen & Partners blocks@brannen-partners.co.uk

If you have any queries or maintenance concerns that are outside of your apartment, please contact the relevant manager.



#### USEFUL INFORMATION

At the beginning of your tenancy it is advisable that you take all meter readings (where applicable). Please note, if your apartment is situated in the following blocks, you will not have access to meters. You can contact the offices detailed below throughout your tenancy to obtain readings.

- 1. Rialto, Waterloo House, Rehearsal Rooms, Osborne Terrace, Victoria Mews, Cameronian Square (Kingston Property Services)
- 2. Pandongate House (Heaton Property)
- 3. City Quadrant (Edwin Thompson)
- 4. Osborne Road (Brannen & Partners)

To find out the current electricity supplier for your property please visit: **www.northernpowergrid.com**. On the home page you can enter your property address and they will email you the details.

To find out the current gas supplier for your property call the M Number enquiry line on 0870 608 1524 and ask them for your MPRN (Meter Point Reference Number) which is the unique identifier for your gas supply point and also the identity of the current registered gas supplier at your premises.

If you are a student, you will be exempt from paying Council Tax. However, you will need to provide us with a copy of your Council Tax Exemption Certificate. Please contact the relevant council and they will advise on what you need to provide in order to obtain this certificate.

None of our properties include a TV licence within the rent. You are responsible for advising TV licencing if you require one (www.tvlicensing.co.uk).



#### UTILITIES AND USEFUL INFORMATION

Other useful contact details are as follows:

COMF	PANY	TELEPHONE	EMAIL
Northern P	ower Grid	Emergency: 0800 66 88 77 General: 08450 702 703 / 0330 123 0877 If English is not your first language call: 0800 389 8204	www.northernpowergrid.com
Northumbr	ian Water	Emergency: 0800 393 084 Accounts: 0800 432 0166 / 0191 415 3095 General: 0345 733 55 66	www.nwl.co.uk
Gas L	.eak	0800 111 999	www2.nationalgrid.com/UK/ Safety/ Gas-emergency/
Northumb	ria Police	Tel: 101 Emergency: 999	
BT		Tel: 0800 800 150	www.bt.com
Virgin Media		Tel: 0800 064 3840	www.virginmedia.com
Newcastle City Council		Council Tax: 0191 278 7878 Noise Team: 0191 278 7878 Night Noise Team: operate from 7pm to 4am Fri-Mon & 7pm to 1.30am Tues-Thurs	nightwatch@newcastle.gov.uk
Gateshead City Council		Noise Team: 0191 433 3000 Council Tax: 0191 433 3600	counciltax@gateshead.gov.uk
Durham Cit	y Council	Council Tax: 03000 264 000	help@durham.gov.uk
North Tynes	ide Council	Tel: 0345 2000 104	

## TENANTS' CONTENTS INSURANCE

#### WHY HAVE IT?

Think about every item of value you own – all of your electronics, clothing, kitchenware, books. What would you do if a fire started while you were out and they were all destroyed? Unless you have tenant contents insurance, you wouldn't receive anything to help you recoup your losses and start over.

Many renters mistakenly believe that their contents are covered under their landlord's insurance policy. This is incorrect. Landlords have property insurance for the building itself, but that doesn't extend to their tenants' possessions. Tenant insurance will protect your possessions from loss or damage due to situations like fire, theft, certain water damage and vandalism.

Something else many people don't realise is that coverage for your possessions applies even if they are not in your home. If your car gets broken into while you're out running errands and someone makes off with your laptop and handbag, all that stuff would be deemed "property" and would be covered under your tenant insurance, not your car insurance.

Exchange Residential have partnered with LegalforLandlords in order to be able to offer our tenants a comprehensive level of cover. We strongly recommend that all tenants have some kind of insurance policy in place. If you would like more information or to receive a quote, please email **info@exchangeresidential.com**.



#### EVERYTHING YOU NEED TO KNOW ...

All tenants are responsible for waste management. Bins should be put out the night before your designated collection day. If you reside in an apartment block, refuse should be disposed of in the bin stores provided.

Please contact Envirocall on **0191 278 78 78 (Newcastle) / 0191 433 7000 (Gateshead) / 03000 261 000 (Durham)** to find out the date of your bin collection.

Where applicable, tenants are also responsible for keeping the common parts of their building tidy. Damage to the common parts will be chargeable to the tenants. Should we be unable to determine which tenants are responsible for any damage caused, we will be left with no alternative but to charge all tenants accordingly.

Tenants are required to keep their property in a good and clean state of repair.

#### **CLEANING YOUR HOUSE**

At the end of your tenancy you need to hand over the property in a clean and fit state to re-let. If the tenants that you followed on from did not leave the property tidy this is not justification for you to do likewise. We have evidence in the form of a video schedule of the condition the property was in when your tenancy commenced and any issues you had at this stage are a quite separate matter to the condition you leave the property in when you depart. The following guide should help you get your deposit back quickly and intact.

#### CLEANING, GENERAL TIPS

Clean from top to bottom. That is start at the top of the room, clean, dust and vacuum last. It is no good cleaning the lower cupboards in your kitchen and then the upper ones spilling the contents on the ones you've just cleaned. You will find it much harder to clean a room if it is still full of your belongings. It is best to take your possessions out and then clean the room.

**CAUTION:** mixing cleaning products and compounds is dangerous and can cause noxious fumes. Always read the label and when using cleaning products open windows to ensure plenty of ventilation. Never mix products – that includes using two products separately on the same item.

Start with your bedroom before moving on to the communal areas finishing with the entrance hall, landing and stairs. If you're not keeping items that are still good to use (excluding food), consider donating them to a charity shop.

You should ensure your house is free from dust, greasy deposits, marks, stains and that areas like the kitchen and bathrooms are hygienically clean.

If you are disposing of large items or your wheelie bin is overflowing, telephone your local council and arrange a special removal of rubbish. If any rubbish (whether bagged or not) is present on the day the next tenants move in (often the day following your departure), we will have no alternative but to pay for the immediate disposal of this rubbish and charge this cost to you. For the benefit of your neighbours and incoming tenants, please plan ahead and dispose of your rubbish gradually in the run up to your departure date.

**NB:** All missing or defective bulbs (including all appliance bulbs) must be replaced by the tenants. If we need to replace these at the end of the tenancy the costs incurred will be charged to the outgoing tenants.



## **HEALTH & SAFETY**

#### ELECTRICAL FAULT

Our experience tells us in the majority of cases, electrical failure will be due to an overloaded circuit; this will in turn trip a fuse in the fuse box. In order to remedy this you must first turn off all light switches and appliances within the area affected by the electrical shortage. Once completed, turn all trip switches within the fuse box back to the on/closed position; this will reset the circuit and allow power to return to the area. Test the circuit by firstly turning on lights individually (broken light bulbs are a very common cause of the initial failure) and then electrical appliances; if there is a faulty item which you can identify as the cause of the failure, please ensure this information is given to your property manager.

**Please note:** in the case of light bulbs & smoke alarm batteries, it is the tenants' responsibility to renew these.

In the event that the problem does persist, we will instruct an electrician to visit and investigate the problem as soon as possible. By checking the fuse box prior to contacting Exchange Residential you will ensure that no unnecessary emergency call out expenditure is attributed to either yourselves or the landlord.

#### ELECTRICAL SAFETY MEASURES

Follow the manufacturer's instructions when using any electrical appliances:

- Do not overload electrical wires, sockets or any other devices within or supplying the property.
- At bedtimes or upon leaving the property vacant, switch off all electrical appliances (except those which are designed to be left on at all times) and remove plugs carefully.

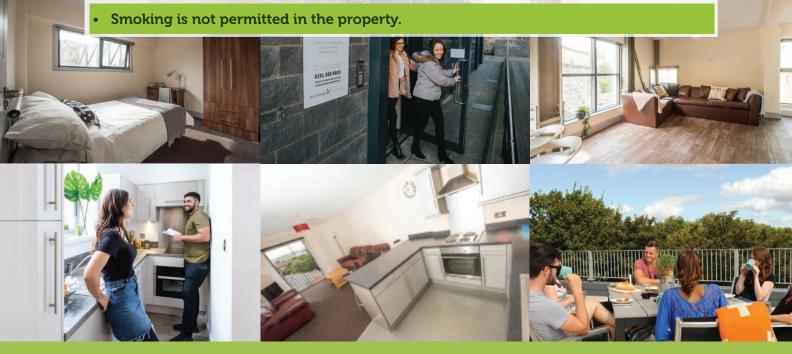
#### ELECTRIC SHOCK

- Avoid contact with the affected person as you may receive a shock too.
- Switch off the power at the mains, usually located near the meter. If you are unable to do this, pull the person clear using, dry, non-conducting material such as a coat, rubber gloves or a rope.
- Check for a pulse and if the person is not breathing start artificial respiration.



#### BASIC FIRE SAFETY PRECAUTIONS

- Never leave anything unattended that could catch fire suddenly and without warning.
- Remove plugs from sockets when an appliance is not being used.
- Do not tamper or remove heat/smoke detectors. If there are problems with these items then you must report them to the office immediately.
- Heat and smoke detectors should be tested once a week by the tenants. If there are any problems they must be reported to the office immediately. To test simply hold down the test button on the heat/smoke detector until the siren can be heard and then release the button and the siren will stop. If applicable, the tenant who tests the alarm must write his/ her name and the date of the test in the fire log book provided.
- It is the tenants' responsibility to replace the batteries in the heat/smoke detectors as necessary.
- If applicable, do not tamper with the fire extinguisher or fire blanket. If these items are used for any reason please inform the office immediately so they can be replaced.
- Do not remove any fire instructions or safety notices from the property.
- Do not obstruct exits. All escape routes must be kept clear of obstacles, combustible materials and be easily accessible.
- Ensure all self-closing doors are working properly and not wedged open. Door closers (if fitted) should not be disconnected at any time.



## HEALTH & SAFETY (CONTINUED)

#### MICROWAVE & HOB USER GUIDANCE

Whilst the risk of fire from the hob and microwave in your kitchen area is low, in order to keep it low, Exchange Residential recommend the following precautions:

- 1. Ensure both appliances are turned off immediately after use.
- 2. When not in use, turn both appliances off at the wall, particularly when leaving the property.
- 3. Regularly clean both appliances ensuring there is no food residue left behind.
- 4. Do not have your hob on a higher setting than is necessary for the size of your pan.
- 5. Ensure that you do not over heat your microwaveable food.
- 6. Ensure that you do not use tinfoil or metallic containers in your microwave. You will need to ensure that all containers are microwaveable/oven proof.
- 7. Ensure that there are no combustible materials close to your hob (such as tea towels) that could catch fire.

The above action points are a guide to help you remain fire safe during your tenancy at Union Studios. If you require any further assistance, help or guidance, please contact the team on: support@exchangeresidential.com



## HEALTH & SAFETY (CONTINUED)

#### WHAT TO DO IN THE EVENT OF A FIRE - ON DISCOVERING THE FIRE

- 1. **RAISE THE ALARM** Shout "Fire, Fire, Fire" to warn everyone in the property.
- 2. **IMMEDIATELY** Leave the property via the nearest, safest possible exit.
- DO NOT Stop to collect personal belongings.
- 4. **CALL THE FIRE BRIGADE** immediately by dialling 999.
- 5. **WHEN OUTSIDE** move away from the building keep entrances clear for the fire brigade.
- 6. **DO NOT GO BACK INTO THE PROPERTY** until a fire officer informs you it is safe to do so.

#### FLOOD / BURST PIPE

- Switch off the power at the mains provided it is safe to do so. If the area around the mains switch is flooded, do not touch the mains switch.
- If water is leaking into the property from the mains, turn off the supply at the stopcock if you are able to do so.
- Contact the electricity board and the water board for advice. They will disconnect the supplies for you and advise you on what to do next.
- Before the power is switched back on, ask the electricity board to check it over to prevent accidents.
- If there is an internal leak in the property, turn off the water at the stopcock and contact the office immediately.

#### GAS LEAKS / CARBON MONOXIDE DETECTORS

#### If you smell gas;

- Ventilate the property by opening windows and doors to clear the gas.
- Check to see if the gas has been left on or if the pilot light has gone out. If applicable turn off the appliance. If there is no obvious cause there may be a leak.
- Turn off the main gas tap to the OFF position. The supply is off when the ridge line on the spindle is across the pipe.
- Phone **0800 111 999**. If you are using a mobile please ensure you make your call outside of the property.
- Do not touch any electrical switches or door bells or turn on any electrical appliances.
- Do not smoke, use matches or exposed naked flames as you could cause an explosion.

If the alarm on your carbon monoxide detector(s) (if fitted) goes off, please contact the office immediately or contact the number on the inside of the alarm cover - 0800 111 999. Please ensure you make the call outside the property.

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## **HOLIDAY PERIODS**

#### EVERYTHING YOU NEED TO KNOW ...

Please ensure that if your property is left vacant for any length of time over holiday periods it is left in a safe and secure condition.

We would recommend the following procedures:

- In cold weather please ensure that the heating is not turned off. Our heating engineer has advised that you set the heating to come on between the hours of 10pm to about 5am or 6am. This is when conditions are usually at their coldest. Set the temperature to the lowest heat setting.
- Ensure the water stop cock is turned off.
- Ensure all electrical appliances are turned off at the sockets.
- Ensure all windows and doors are left closed and locked, and that expensive items are not left on display.
- Ensure the property is left in a clean and tidy condition in particular bathrooms and kitchens.
- Ensure your burglar alarm is set (where applicable).
- Ensure a neighbour has your contact numbers should there be a problem while you are away, for example, a break-in or alarm activation.
- If your property is to be empty for longer than 28 days, please advise us.

**KEYS -** We are sure you all appreciate that keys are your responsibility. Therefore, the emergency number is not to be used in cases where tenants have locked themselves out or forgotten to bring their key back with them. In these circumstances you would have to make alternative arrangements.

## **DEPOSIT RETURN**

#### WHAT TO DO?

At the beginning of your tenancy a 'Schedule of Condition' will be carried out by your property manager. This will involve walking around the property, taking a video record and a written description of any defects. Once this is complete, we will require a signature to confirm that you agree with the schedule. This will ensure that you are not blamed incorrectly for any damage that may be apparent at the end of the tenancy. It also provides us with a maintenance report of any remedial work that is required.

We will email you a copy of the report which you will need to sign and return within 7 days of the first person moving into the property. Failure to agree the compiled schedule by signature will result in the use of this record as precedent for the condition of your property at the start of the tenancy and will consequently be used as reference in the return of your deposit.

To ensure your deposit is returned to you as soon as possible, the following must be undertaken:

#### RENT

In order to avoid any confusion, you are not permitted to off-set your last month's rent against your deposit. If there is any outstanding rent and/or you have accrued any charges which remain unpaid at the end of your tenancy we will propose to deduct these from your deposit. You will also be charged for any damage to the property (or furniture) over and above fair wear and tear.

Failure to pay your rent is a breach of your tenancy and whilst we would not claim possession, this would give the landlord a right to sue. We may be instructed that court proceedings will be commenced if your final payment is more than seven days late. You will also be responsible for any additional costs as well as the outstanding rent. We hope you understand our need to ensure that the rent is paid when it is due.



#### UTILITY BILLS

If you are responsible for any utilities not included in your rent and you have chosen NOT to remain with Glide Utilities, you also need to provide documentary evidence (as per your tenancy agreement) that all utility accounts have been paid in full before we can return the deposit. Please forward copies showing proof of payment of the following final bills:

- Electricity
- Gas
- Water
- Council Tax

If you are students we will need the council tax bill showing your period of exemption and a nil balance. If you haven't already contacted the council regarding this, you can contact them as follows:

Newcastle City Council

T: 0191 278 7878

**Gateshead City Council** T: 0191 433 3600 E: counciltax@gateshead.gov.uk

#### **Durham City Council**

T: 03000 264000 E: help@durham.gov.uk

North Tyneside City Council

T: 0345 2000 104

They will then send a bill out to you. If you are professionals then you need to provide us with proof of payment of your final bill. Please email proof of payment of all the above to **accounts@exchangeresidential.com** 



## **DEPOSIT RETURN** (CONTINUED)

#### ACCOUNT DETAILS

The head tenant needs to provide us with the following bank account details for the deposit return:

- Account Name:
- Account No:
- Sort Code:

If you wish the deposit to be returned individually, please let us know. Each tenant will need to provide their bank account details and all tenants will need to agree how the money will be returned.

## If the funds are to be transferred to an international account then we also need the following details:

- Bank Name:
- Bank's full postal address:
- IBAN NO:
- SWIFT Code:

A £15 charge will be deducted from the amount being returned due to our bank charging us for overseas transfers.

Please note that until we receive all tenants' agreement to any deductions and proof of payment of final bills we are unable to return the deposit.



#### KEYS

All keys must be returned to our office no later than 12 noon on the final day of your tenancy.

Please note if all keys are not returned by 5.00pm on the final day of your tenancy you will be charged for the cost of replacing locks and providing new keys for the property as we have to ensure the incoming tenants' security. In addition to this, you will be charged for an extra days rent.

#### CLEANING

Please ensure the property is thoroughly cleaned before you move out and all of your belongings are removed. This includes the cleaning of all appliances. You will be charged should we have to remove any of your belongings once you have vacated the property and also for the cost of any cleaning that needs to be undertaken.

#### INSPECTION

At the end of your tenancy we will carry out a final inspection. Following this inspection, we will inform you via email of any proposed deductions from the deposit.



## **INTERNAL COMPLAINTS**

#### PROCEDURE

#### 1 Maling Court, Union Street, Newcastle upon Tyne, NE2 1BP. T: 0191 269 9920 E: lets@exchangeresidential.com

As a member of the ARLA Propertymark and the Property Ombudsman (TPO), we aim to provide the highest standard of service to all landlords and tenants, in line with their Codes of Practice. One of the requirements of our membership of ARLA and the TPO is that we have a process for assessing complaints about our service, appropriate to our firm's size and structure.

All staff deal with day-to-day problems on a one-to-one basis. However once a formal complaint has been raised, you will be requested to put your complaint in writing, setting out your concerns by reference to any related documents – terms of business, Tenancy Agreement, inventory etc. and send it to Exchange Residential Director:

1 Maling Court, Union Street, Newcastle upon Tyne, NE2 1BP.

The grievance letter will be acknowledged within three working days, investigated in accordance with established in-house procedures and a reply sent within fourteen working days of receipt of the original letter. You will be invited to make any comments that you may have in relation to this response.

If you remain dissatisfied with the way we have handled your complaint, please write to Adderstone Group, Nelson House, The Fleming, Burdon Terrace, Jesmond, Newcastle upon Tyne, NE2 3AE.

Finally, if having exhausted our in-house procedures you are still not satisfied with our response, you may refer your complaint, within 12 months, to either:

ARLA Propertymark Arbon House, 6 Tournament Court, Edgehill Drive, Warwick, CV34 6LG T: 01926 496 800 / W: www.arla.co.uk

or

The Property Ombudsman Milford House, 43-55 Milford Street, Salisbury, Wiltshire, SP1 2BP T: 01722 333 306 / W: www.tpos.co.uk

Both professional bodies will arrange for your complaint to be assessed by an Independent Case Examiner in line with the criteria and procedures set out in their respective published complaints procedure/leaflet.

## FAQs

## Q: I have not paid my rent on time. Will I be charged?

A: If you fall into rent arrears, you will be charged a daily interest rate of 3% plus the Bank of England base rate for each day that you are late. It is important to understand that most landlords have significant mortgage commitments and rely on the rent coming in to cover these commitments.

#### Q: My bank has said that my payment has definitely gone out of my account. You have told me that you have not received payment.

A: If you have set up your own Standing Order or arranged a transfer via your internet account, it may well be that you have not set up the correct reference (you should always use our Standing Order mandate). We often receive payments with no name or property address and therefore we do not know who this payment belongs to and cannot allocate it to the correct account. Payments received in this manner go into a 'Suspense' account, until such time as we know whose account to allocate it to. It is your responsibility to make rent payments in accordance with the contract you have entered into. If you have not done so, you need to prove to us that you have paid before we can allocate a given payment to your account. Further to this, if your parents are paying your rent to us, you should advise them to use your details and the property address in their reference.

If they use their own name, we have no way of matching the payment to a tenants' account.

#### Q: We are on a joint tenancy agreement. One of our housemates is not paying their share of the rent. We have paid our portion but cannot afford to pay for this person's rent. What will happen in these circumstances?

A: You have entered into a joint contract and are joint and severally liable for all rent. You will need to continue to pay your share of the rent and also cover the share of the rent that your housemate is not paying. You need to advise us in writing at the earliest opportunity of the tenant who is not paying and we will write to the person concerned as well as contacting his/her guarantor. If the arrears continue, there is a possibility that we will have to commence court proceedings. You need to make sure that you keep proof of your payments to prove that you have paid your share of the rent. The court action will be determined by our client, the landlord of the property. You will be contacted in writing to advise you of the action the landlord wishes to take but is likely that the landlord will instruct us to rely on the joint and several contract and, as such, even those people who have paid their share of the rent may receive a County Court Judgment against them. It is therefore important that you know the people you are intending to share a house with well.



Q: I have some outstanding maintenance issues. Do I have to continue paying my rent, as I don't see why I should pay rent when maintenance works are not being carried out?

A: It is important that you do not breach any terms of your contract. If your designated property manager has failed to carry out any works as necessary, then you should make a formal complaint, in line with our Complaints Procedure. You cannot withhold rent in relation to a maintenance guery and should a dispute escalate, the Court will take a far less sympathetic view on any tenants who do withhold rent. We pride ourselves on how well our properties are maintained but some maintenance issues can be complex and take time. We rely on proper and up-to-date communication from tenants in order to be able to deal correctly with maintenance issues.

#### Q: I am on a joint tenancy. I don't want to set up a house account. Can I pay for my portion of the rent?

A: Your contract stipulates that we only accept payment in one single amount, payable by standing order. This is the safest way for you to ensure that your housemates are paying their portion of the rent. If you fail to pay in the manner specified then should the account fall into arrears for any reason, it will be your responsibility to ascertain whose rent is outstanding. You will continue to be charged interest on arrears until such time as the rent is up to date.

#### Q: I am going to be away from my property for a while. Is it ok if I pay my rent when I return?

A: No. You should have set up a standing order with your bank as per the terms of your contract. Any late payments will be chargeable as per the terms and conditions of your contract. Your landlord relies on this rent payment in order to meet his or her mortgage commitments.

# Q: I want to leave my tenancy before my contract expires. How do I go about doing this?

A: You have entered into a tenancy for a fixed period of time and cannot terminate it prematurely. In exceptional circumstances (and depending on the time left on the tenancy), we may allow a tenant to find a suitable replacement tenant. You would need to inform the office in writing of the circumstances that have led to you seeking to move out of your property. Please bear in mind that under such circumstances, it would be your responsibility to find a suitable replacement tenant to take over your tenancy. You and your housemates will still be liable for the condition of the property and for the rent due, until such time as you can find a replacement tenant. The reason tenancies are for a fixed term is that lettings tend to be very seasonal. In other words, it is much harder to let properties at certain times of year than it is at others. The end dates offered to tenants when they sign up for a fixed term are designed to tie in with periods when there is strong demand for rental properties (normally over the summer months).

## **CLIENT MONEY PROTECTION**

# propertymark

# CLIENT MONEY PROTECTION CERTIFICATE

Should a Propertymark Protected agent go into administration or misuse your rent, deposit or other funds, Propertymark will reimburse you whether you are a landlord or a tenant.

This certificate confirms your money is protected by the Propertymark Client Money Protection Scheme and that you can claim back money lost in the event of your letting agent going into administration or misusing your funds.

### Your Propertymark Protection

Details of your agent

#### **Exchange Residential Limited**

Trading as

## **Exchange Residential**

Scheme Reference number

#### C0003838

Is a member of Propertymark Client Money Protection Scheme Arbon House, 6 Tournament Court, Edgehill Drive, Warwick CV34 6LG

#### HOW TO CLAIM

Simply go to **propertymark.co.uk/complaints/client-money-protection/** and complete the CMP application form. We need to receive your application within 12 months of us being notified that a misappropriation has occurred.

You do not need to prove fraud. You only need to provide supporting evidence that you have not received the money you were legally entitled to, this may be in the form of your tenancy agreement or deposit protection certificate along with bank statements.

Your money is protected throughout the time that your agency is a member of the Propertymark Client Money Protection Scheme. If your agent leaves the scheme, they are required by law to notify you. All agents managing properties in England, Scotland or Wales are legally required to belong to a Government approved Client Money Protection scheme at all times and details of the scheme must be publicly available. If you discover at a later date that money has gone missing during the period of their membership of the scheme, you will still be covered even if they have subsequently left the scheme.

Unfortunately, we cannot make payments for any loss arising from war (whether foreign or civil), terrorism, rebellion, revolution, military uprising or any form of confiscation by the state.

Propertymark, Arbon House, 6 Tournament Court, Edgehill Drive, Warwick, CV34 6LG



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