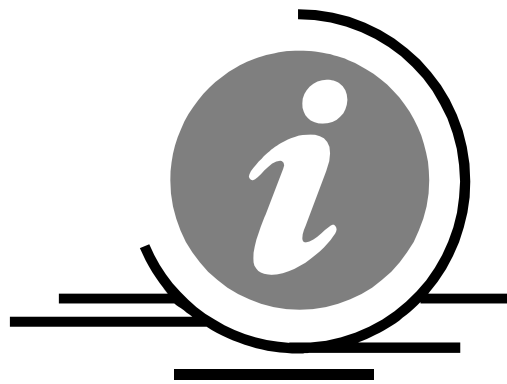


Tenant Information Guide



For Tenants of Michael G. Lewis & Son

Tenant Information

Introduction

In the past few years City & Swansea Council, as a local authority have a policy to lift standards of accommodation. This has also come as a directive from the National Government through legislation.

As a result, tenants also have a part to play in maintaining standards, and by complying with fair terms of tenancy, you are able to create correct and amicable relationships with your landlord and ourselves, as their agents.

Therefore, we have put together some basic information and tips to assist you renting accommodation through us

A ***about your Tenancy***

This Summary does not contain the full terms and conditions of your tenancy, a copy this will have been given to you. It is important that you take time to read the Tenancy Agreement thoroughly as you will be bound by these terms for the duration of your tenancy and occupation.

Firstly, if we have been asked to only let the property and not deal with rent collection or management, you will have been given full details off your landlord

Where we are acting as the management agent, you will be dealing with us rather than your landlord, although may be from time to time, you may have contact with your landlord.

The Landlord

Landlord and Tenant Law prevails under UK law and as such your tenancy will always be between Landlord and Tenant.

The Landlord is the legal owner, or Trustee for the property and is granting you the Tenancy to occupy the property for the return of rent and for a period of time

Type of Tenancy

You will have signed an Assured Shorthold Tenancy under the Housing Act 1988 (as amended by Housing Act 1996). This type of tenancy is the most common form of agreement now used by landlords.

Duration of the Tenancy

Normally we create tenancies for a minimum period of 6 months and thereafter month to month. You are liable to pay the Landlord the rent for the full fixed term of the tenancy, and if continuing, then monthly thereafter

Rental Due Date

This is the date from which the tenancy commences and the date that your rent is due.

You are obligated to pay your rent in cleared funds prior to this date.

Cleared Funds

Cleared Funds is an expression that means the funds are free to be used, so if paying by a cheque, it usually takes 5 – 7 working days for us to be able to pay our landlord – to ensure that the cheque is honoured by your bank. Therefore, the rent must be paid in enough time to allow for the clearing of cheques by the due date.

Joint & Several Liability

If there is more than one name on the tenancy agreement then the tenancy is called a joint tenancy, and therefore the named tenants have Joint and Several Liability of the Tenancy.

This means that if one party was to vacate prior to the end or expiry of the tenancy, the remaining tenant(s) will be liable for the full rent and terms of the tenancy.

Also, if one party does not pay their share of the rent, the other(s) are equally liable for the arrears, or if one party damages the property, fixture or fittings, it will be treated as all of the tenants have damaged the property, fixtures or fittings. Therefore, it is most important that you are happy to share the property with your co-tenants prior to signing.

Moving In

As soon as you move in to the property, you will need to deal with the following:

- Read the electric, gas and if applicable water meters and inform the utility companies of the readings. Please also contact us with these readings.
- Check the inventory/condition report contained within your tenancy agreement for any discrepancies. Should you wish to make any comments, please detail them on this document and return a copy to us within 7 – 14 days of occupation. If we have not received an amended copy within this time, we will take it that you agree with the printed copy, we will not be able to take any comments for you after this timescale and the inventory will then be used as the basis for your check out against unfair wear and tear.

Should you have any queries or problems on your occupation, please contact us as soon as possible. For experience, we understand that moving is a stressful time for all, and therefore, we will try and act as quickly as possible to sort any minor problems that come to light on your occupation

For this reason, we have set up an online form for tenants to communicate repairs to us 24 hours a day

Animals

Unless you have negotiated the keeping of a pet in the property, you will not be allowed. It will be regarded as a breach of tenancy, if you allow a pet or animal to be kept at the property without consent from the landlord.

Therefore, If you don't have written permission – Don't keep an animal !

Smoking

It is very difficult to prevent persons from smoking in rented accommodation, Therefore clauses have been inserted, so that any damage due to smoking, stains, burns deterioration of the décor will be chargeable to you, the tenant. Therefore, it is advisable that if you, your partner or guests smoke, do so outside, it could save you money!

Tenancy Deposit Scheme or TDS

The deposit may be held by the Agent for failing to observe the terms and conditions of this agreement, such as damage or for compensating the landlord for damage to fixings or for missing items as detailed on the inventory/schedule of condition attached to this tenancy subject to an apportionment or allowance for reasonable fair wear and tear and for the age and condition of each and any such item at the commencement of the tenancy.

The fair cost incurred in compensating the landlord for, or for rectifying or remedying any meaningful breach, including those relating to the cleaning of the premises, its fixture and fittings.

Any unpaid accounts for utilities/standing charges or water charges or environmental services or similar services or Council Tax incurred at the property for which the tenant is liable under this agreement.

Any rent or other money lawfully due or payable by the tenant under this agreement of which the tenant has been made aware and remains unpaid at the end of the tenancy.

If the landlord suffers any loss or damage directly arising from unfair wear and tear, damage or the negligence of the Tenant they will seek redress and compensation using the normal means including court action. This does not remove the landlord's liability under the provisions of Section 4(2) Defective Premises Act 1972

Inventory

Depending on the Agent's instructions, they may provide you with an inventory.

This is a very important part of the process. You must check off all the items on the inventory and make notes of any existing damages or wear.

Even if you have not been given an inventory it is a must that you take photographs and note the condition of the property as possible. A copy should be sent (registered post) to the Landlord or Agent.

DO NOT overlook this vital part of the tenancy process.

Insurance

Under normal circumstances the Tenants contents will not be covered under the landlord's insurance policy. Therefore you should make your own arrangements for cover. It is advisable that you cover fridge/freezer contents, as this can be costly to replace in the event of electrical power failure or other problem.

You will not be able to claim against the landlord.

Tenants contents insurance is available through Letsure

We can also cover basic Tenant's Liability insurance at £60 per 12 months – this is also portable, should you move property.

Noise/Unsavoury Behaviour

In certain properties, such as converted houses into flats, there is a greater risk of impact noise due to the construction of the property.

Therefore, laminate flooring is now considered a problem in this type of property and should not be laid.

Load music/parties are very well in private grounds, but in flats, semi-detached and terraced houses can cause a nuisance and annoyance to neighbours. **BE** considerate to your surroundings.

If there has been cause of complaint, address the neighbours courteously and try to reach an amicable agreement on the level of acceptable noise. However, you have to live, so someone cannot argue about you walking, talking, laughing etc.

Refuse Collection

If you are renting within Uplands & Castle Wards, then the refuse collection will be on a Wednesday. Alternate weeks of Black / Pink Bags and Green bags are collected kerbside. Bags should be placed at pavement level no earlier than 7pm on Tuesday night for collection on Wednesday. **DO NOT** leave uncollected bags on the pavement.- Make sure you put out the correct bags that week.

If you are renting outside Castle & Uplands Wards then it is good advice to contact a neighbour to find out the procedure for the disposal of household rubbish. This should include any recycling facilities in the area.

Do Not allow rubbish to mount up in the back garden, this only encourages rodents and other unwanted pests to frequent the area. Also any cost for removal of this rubbish will come down to you.

Repairs

You can report a repair request in a number of ways:

Telephone our Office on **01792 456871**

Fax on **01792 654124**

Email repairs@mglewisandson.co.uk

Use our on-line reporting form

www.mglewisandson.co.uk/tenant/repairs

Repair FAQ's

My drain is blocked – will you send someone to clear it?

The landlord is responsible to keep all drains, gullies, down pipes etc in working order. **BUT** if you put materials down a pipe, drain or gully that will potentially block it, such as grease, fats etc or sanitary towels down the toilet, then you will be responsible to pay the bill for the clearing

My tap is dripping and I am on a water meter – can you repair it?

You are responsible for minor repairs to the property – ie keeping the property in a Tenant – Like Manner. Therefore, a replacement tap washer would be your responsibility.

My Roof is Leaking – What do I need to do?

The Tenant is responsible for informing the landlord of any problems that would cause further damage to the property. So you should immediately contact us, so that we can arrange a repair as soon as possible.

For ease, we have set up an on-line repair reporting form that you can send to us 24 hours a day. Or you can contact us during normal business hours on 01792 456871

Am I allowed to decorate?

Tenants often believe that they could personalise their accommodation by decorating it themselves and in so doing would please the Landlord. PLEASE DON'T DO IT WITHOUT AUTHORISATION. The Landlord may not wish to have the current colour scheme changed.

You are responsible for the upkeep of the decoration during the term and must not let it deteriorate due to smoking, condensation mould or other damage - Blotack will damage walls and any necessary redecoration costs will be deducted from the dilapidation deposit.

Health & Safety

In certain types of accommodation, such as Houses in Multiple Occupation or HMO, there is a requirement for the landlord to provide fire-fighting equipment for your safety. These are **NOT** toys and should be regarded as your lifeline.

DO NOT set off fire extinguishers for fun. If you do have cause to use an extinguisher or blanket **INFORM** the Landlord or Agent as soon as possible. This is for two good reasons, 1, the equipment will need refilling or replacing, and 2, the insurance company may need to be informed.

Smoke alarms, these are only as good as the batteries in them. You will be responsible for the replacement of the batteries. **Don't get caught out. - Press the Button** Test them at least one a week.

Self-closing mechanisms on fire doors. We all know they are a pain; your carrying a tray and it slams in your face!

These are designed for your safety and well being – **DO NOT** tamper with the springs, remove them altogether. They are costly items to replace and reset and this cost will come back on to you.

They are there for good reason - they will prevent the spread of fire enabling you to vacate the property more safely.

If the property has an automatic fire detection system, make sure that there are no faults on the panel and that no one has broken the sounders or call points.

ALWAYS CHECK THE MEANS OF ESCAPE – this will normally be through the centre of the property and out through the front or back doors.

Animals/Pets

Due to the damage that some animals cause in properties, not only physical, but noise, landlords or Agents may not allow these animals, such as cats and dogs. If such agreement is made to keep an animal, you may have to pay a higher bond to cover any damage, and you may have to have the property cleansed by a professional company at the end of the tenancy for parasites such as fleas or ticks.

Always ask your Landlord or Agent first before allowing any animal into the property. If in agreement get this in writing.

CONDENSATION OR DAMP ?

Many tenants report to letting agents that the property is damp as mould growth has appeared.

What is condensation?

Condensation in a building usually occurs when warm air comes into contact with a cold surface. The air is cooled below its saturation point causing its excess water vapour to change into liquid water. The condensed water usually appears as water droplets or water film on non-absorbent surfaces such as windows or tiles. This form of condensation is described as surface condensation.

Conditions for condensation

Condensation in dwelling houses is mainly a winter problem particularly where warm moist air is generated in living areas and then penetrated to colder parts of the building. Water vapour is produced in relatively large quantities from a large number of activities. Condensation will also occur under suspended timber floors where the temperature of humid air in the floor space is lowered by cold air moving in through ventilators and water is then condensed on the underside of the timber floor, this will often induce timber decay of the wooden floor.

The causes of condensation

In dwelling houses condensation is related to modern living standards, economic pressure and changing building design. The main cause of condensation is naturally the generation of moist warm air by domestic activities. Moist air can come from cooking, bathing, washing and drying clothes as well as paraffin heaters and flueless gas heaters - up to 17 litres of water can be produced daily in some homes! In certain areas such as bathrooms and kitchens the moist, warm air can spread to cooler parts of the house to condense on cold surfaces.

The effect of moisture generation is further aggravated by the way houses are ventilated - it is theoretically possible to avoid condensation by adequate ventilation. Up to about the late 1960s there was natural ventilation in many homes because of the lack of double-glazing, poorly fitting windows and doors, open fireplaces. Present attitudes have eliminated natural ventilation by the use of double-glazing, draught excluders, fitted carpets (preventing air movement up through suspended wooden floor boards) and the removal of open fireplaces with the introduction of central heating systems. To put it simply buildings have been effectively sealed and provided ideal conditions for condensation to occur.

Unoccupied and/or unheated throughout the greater part of the day allowing the fabric of the building to cool down, The moisture producing activities are then concentrated into a relatively short period. This sudden increase in warm air can produce condensation as the air comes into contact with the relatively cold structure which is still warming up.

MOULD GROWTH

Condensation mould photo for illustration purposes only

Mould growth will appear on any damp surfaces such as plaster, wall-paper and timber and is associated with condensation problems in many buildings. It is unacceptable because of appearance (unsightly growths of various colours - greens, yellows, pinks, black, grey or white).

There are many factors for such growth. It is agreed that "black mould" will settle on damp areas.

However the main cause of such mould can be one of the following reasons:

- Drying Clothes – particularly on radiators, can increase condensation unless you open a window to compensate and allow the air to flow.
- Tumble Drier - If this is not vented out of the property, moist air will circulate and settle on cold surfaces producing condensation. Unless this is wiped off, mould can form.
- Doors - Keep bathroom doors shut when bathing or showering. Kitchen doors shut when cooking.
- Windows - Keep windows open when bathing or showering or when cooking
- Portable Gas fires - Under no circumstances should these be used in rented Accommodation – for this purpose the produce more than a pint of water vapour per pint of liquid gas consumed.

There are also extremely dangerous – Carbon Monoxide

- Extractor Fans - These should be used when appropriate
- Cupboards etc - If these are placed too close to walls, air cannot circulate and therefore, mould growth will form on walls. Always allow a suitable gap

Electrics & fire

Common sources of fire in homes can include:

Drying clothes over or too close to fires.
Not attending to cooking appliances

Damaged cables or flexes
Overloading sockets

REMEMBER – ALWAYS USE CORRECT FUSES IN PLUGS FOR THE APPLIANCE

REMEMBER THE COLOUR CODING FOR PLUGS

Gas

If the property has gas appliances supplied by the Landlord, these will require an annual landlord's safety certificate to check for soundness.

It is a criminal Offence for a landlord not to have the appliances serviced and records kept of any maintenance. **Gas safety (Installation and Use) Regulations 1998 and amendments**

As a tenant you have also the responsibility for allowing access for engineers to carry out safety checks on the appliances.

If you don't, you are putting your lives in danger.

There will be plenty of notice given to tenants of a visit, and even telephone numbers to contact the engineer to make a suitable appointment.

Don't forget, that contractors hate wasted journeys the same as you, so if an appointment is made – keep it. If you can't phone the engineer or the agent in good time.

If you smell gas

Please extinguish any cigarette or any naked flame.

Turn off gas supply at meter

Open Windows for ventilation

DO NOT turn any electrical appliances on or off

Leave the property

Telephone the Transco to report the escape and listen to their instructions

Tel: 0800 111 999

Should any gas appliance breakdown, please do not repair it, contact us, and we shall send a qualified GAS SAFE registered installer to attend to the fault. Or - in an emergency (only) contact a suitable GAS SAFE Registered contractor to make a suitable repair. We would be obliged though, that you inform us of all emergency incidents and the name and telephone number of any contractor that has been called out.

Water

Make sure that you know where the stopcock is located.

Make sure that all drain plugs are removed when the property is unoccupied. If away for long periods, please turn off the water supply at the stock cock. Please inform us of any long stay away from the property (i.e. 3 weeks or more) in order that suitable arrangements can be made in winter for frost protection etc.

Washing Machines

It is always advisable to turn off the taps when the appliance is not in use. It is recommended that liquid detergent be used in the machine in preference to powders.

If you do use powders, please clean the dispenser trays and any filters after use or at least once a month. You may be charged if a repair is made due to clogging of any filter or foreign material found clogging the machine, as use of such machines require regular cleaning as part of normal use.

Security

Please ensure that all doors and windows are closed and locked at night and when the property is left unattended. Please use any security devices at the property

If the property has an keypad alarm, if you change the combination, please inform us or the Landlord, to avoid any unnecessary problems with authorities.

Keys

Please use common sense regarding keys, take all labels associated with the keys off the bunch. If keys are lost or stolen, you will be responsible for the replacement of locks and addition keys.

On vacation of the property, do not leave the keys in the property or with any other person. Please return them to our office. Costs may be incurred if keys are not returned to us.

Gardens

During the growing season, lawns will need to be cut every 7 days, this will ease the problem of overgrown and unsightly gardens. Under the terms of your tenancy you are responsible for the cutting lawns and keeping the garden tidy. Do not cut down any trees or take up shrubs

We expect that the garden will remain in a suitable condition throughout the tenancy and on vacation.

Parking

Do not obstruct other parking spaces, garages or drives; acquaint yourself with the designated parking areas. If there is a resident parking permit required for the parking area, these are normally obtained direct from the local authority.

Guidelines for cleaning requirements at the end of the tenancy.

Following calls from tenants of what is expected of them for the return of their bond on vacation, there is always a problem when it come to expectations of cleaning.

Therefore we have put together some pointers for your information

Starting in the two main areas of importance – Kitchen and Bathroom

Kitchen:

Floors: Cushion flooring, tiles or laminate flooring should be mopped and free from grease or food residue

Cupboards: Should be wiped inside and out and free from food residue

Appliances: Ovens and hobs should be free from Grease food residue and in a readily useable Condition

Fridges and freezers should be defrosted, and cleaned with a mild cleaning agent any food should be removed and properly dispose of. The appliances should be turned

off and the doors left open to avoid mould

Microwave ovens should be cleaned and free from grease

Cooker Hoods should be degreased and filters replaced

Crockery etc Any crockery or cooking pans should be washed and in a clean and ready useable condition

Worksurfaces etc: These should be wiped clean and disinfected leaving clean for future use

Bathrooms:

Sanitary Ware: Toilets should be cleaned and bleached, baths and sinks should be free from soap marks and limescale, shower heads should be free from limescale

Tiles: Tiled areas should be wiped and free from mould or soap residue

Cushion flooring or tiles

Should be washed with mild bleach solution leaving free from dirt or spillage

General:

Flooring: All carpets should be vacuumed and if soiled cleaned by a professional company (NOT just applying DIY products)

Cushion flooring, laminate flooring and tiles should be vacuumed and washed leaving the surfaces free from dust, marks and spills.

Skirtings & Sills need to be wiped clean and free from dust, marks, condensation mould

Walls Should be free from damage, any picture hooks should be removed and holes filled, painted if required in the same colour.

Should be free from condensation mould

Damage to wall coverings, such as wallpaper will need to be addressed accordingly

Windows: Should be cleaned inside if dirty and should be free from condensation marks

Rubbish All rubbish, unwanted items of furniture will need to be removed from the property and disposed of properly – the council can be contacted to arrange for a collection if required – a small charge is applicable

Gardens Grass should be cut and left in a suitable condition (ie: growth of no more than 1 week during growing months) Old garden furniture, BBQ's etc must be removed

I want to leave, what do I have to do?

If you are still in your fixed term of the tenancy, you will be required to pay for the rent until the end of this term. **This is a contractual obligation.**

However, some landlord's may be willing for you to vacate, but still pay the rent until a new tenant is found and signs the tenancy agreement. Then you will be released for the agreement.

If the fixed term is coming to an end, you can, without penalty, return the keys to the agent on the last day of the period, giving details of your new address etc. and arrange for a check to be made on the property, with you if you wish.

If you go over the fixed term, then you will need to give at least **one clear period notice** to the agent or landlord to vacate. This will be taken from the next rental due date ie: if you pay on the 10th of a month, then you will need to give notice prior to this day on a month to end on the 10th of the next month.

Fair Wear and Tear

We accept that normal wear and tear for the period of your accommodation but please note that replacement of the damaged item where it is either severely and extensively damaged beyond economic repair or, its condition makes it unusable. Damage, breakages, cleaning and re-decoration will result in deductions from your deposit/bond.

Fair wear and tear – this means making an allowance for: -

1. The original age, quality and condition of any item at commencement of the tenancy
2. The average useful lifespan to value ratio (depreciation) of the item
3. The reasonable expected usage of such an item
4. The number and type of occupants in the property
5. The length of the tenants occupancy

Useful Telephone Numbers / Services

WESTERN POWER 0800 052 0400

GAS 0800 111 999

WATER 01792 772200
0800 052 0130

BILL ENQUIRIES 0800 052 0145

SEWERAGE PROBLEMS
0800 085 5937

Emergency

Police/Fire/Ambulance/Coastguard
999 112

Non Emergency 101

Air

Cardiff Airport 01446 711111
Bristol Airport 0870 121 2747

Buses

First Cymru Buses Ltd
0870 608 2608

National Express
0870 580 8080

Train

Traveline 0870 608 2608

Hospitals

Morrison Hospital (main switchboard)
01792 702222
A & E 01792 703428 / 703429

Singleton Hospital (main switchboard)
01792 205666

Casualty
01792 285477

City & County of Swansea

General enquiries 01792 636000
Benefits 01792 635353
Housing Options 01792 533100
Pest control 01792 636000
Residents parking 01792 636136

Police

HQ Bridgend 01656 655555
Swansea 01792 456999
Community Safety 01656 889704

This information has been compiled for the benefit of our tenants.

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