



Start of Tenancy Checker

Requirement	Supplied, Date & Initial	
Application		
ID		
GSC		
EPC		
Tenancy Agreement		
Utility Supplier(s) and Readings	Elec (R1 and R2)	
	Gas	
	Water	
	Other	
Prescribed Info		
First Invoice		
Recurring Invoice		
Council Notified		
Utilities Notified		
First Month Check		



Welcome to **Newton's Estate**

We manage **homes** and **business HQ's** throughout the Northwest and your property is looked after by us.

We have found that if we lay out what we expect from you and what you can expect from us everything runs a whole lot smoother.

So here goes - inside this welcome pack you will find everything laid out in black and white.



Rent

Rent has to be paid when it's due, this could be every month or every four weeks.

Our payment details are as follows:

Name: Newton Estates

Sort: 01-01-42

Account No: 26 18 16 49

If you ever need them again, they can be found at the bottom of the invoice emailed out every time the rent is due.

The best way to pay your rent is by setting up a standing order. This can be easily set up via your banking app, webpage or high street store.



We do not accept cash or cheques.

Don't leave it too late to change or set up a standing order! It can take several days for changes to come into effect so keep this in mind.



Rent Arrears

Rent arrears can be stressful for the property owner and the tenant. We follow a process to ensure arrears are kept to a minimum.

In arrears:

You need to speak to us by phone so we can get a better understanding of the situation and any surrounding issues.

We will send you rent arrears reminders via email, rent arrears letters, please keep these for your records.

If possible, we will always try to set up a payment plan. We will move directly to court proceedings as soon as the criteria permits if the situation does not improve.

You need to know that rental payments overdue by more than 30 days will be subject to interest at the rate of 3% over the Bank of England Base Rate. This interest will be calculated from the date the payment was due up to date payment is received.



Reporting A Problem

Things will go wrong with the property over time, here is what to do when they do.

Lite Fixes

There are some jobs you will be able to fix yourself, it's part of living in a property, we call these **lite fixes** - changing a light bulb, unblocking a sink, bleeding radiators, checking fuses.

We have put some popular videos together to help with this, you can find them on our website.



Reporting A Problem

More involved repairs must be reported via our website. We do not take repairs queries over the phone.



REPORT ALL FAULTS ONLINE VIA '**REPORT AN ISSUE**' FORM TO REPORT ALL ISSUES. **WE DO NOT TAKE FAULTS OVER THE PHONE**

Why Do We Do It This Way?

- It won't go missing - once it is reported we have a digital log of it that we can action, it won't be lost or forgotten.
- Collect specific information about the issue which we can then send to a contractor.
- Speed things up - we'll get all the information in one go and send it to a fixer, doing it over the phone is much slower.

It will typically take **72 hours** to process an issue so please keep this in mind when waiting to hear back from us.



Reporting A Problem

Don't Miss An Appointment

Contractors will contact you directly so please be aware of this. You need to make every effort to speak with the contractor to ensure the work is completed.

To Do List

Sometimes we will deem things **fit for purpose** and the job does not need doing, if this is the case we will always let you know via email notification, the job will be added to a to do list which means we have a record of it so we know you've reported it but we can't fix it at the moment.

Let us know if the problems change though by reporting it online.



Our Opening Times

Our office is open

Monday - Friday 9:00 - 5:00pm.

We are only a small team and tend to be busy out and about amongst the properties, it will typically take us **24-48 hours** to get back in touch, so please keep this in mind when waiting for reply.



Remember contacting us via our online contact form or other form is the quickest way to get in touch

Out of our working hours, our service is limited.

Emergency

If there is an emergency, you can contact us out of hours and leave a specific message which can be picked up out of hours. The emergency contact number is, **0161 761 7014**, please only use this number for emergencies.



Locked Out

If you are locked out, we don't offer an out of hour lockout service. You need to contact our recommended 24-hour locksmith which can be found on our website.



There will be a charge

Please do not damage the property trying to gain entry. Any cost to repair damages will be reclaimed from you.



Visiting The Property

We will visit the property on a few occasions:

Within the 1st month of your tenancy.

With the 3rd month of your tenancy

Within the 6th month of your tenancy

We will not always need to enter the property.

If we do need to enter the property, we will notify you at least 24-hours before via email and arrange a suitable time for both us and you.



Other Costs To Consider

You need to consider costs such as:

- Council tax
- Internet and phone
- Utilities
- Broken appliances

There are also some additional costs that may be incurred from us, they are:

- Removal of waste/bin control
- New keys/lost keys
- Malicious damage that requires repair
- Ending your tenancy early
- Making changes to your tenancy
- Renewing your tenancy



Things to Remember

- Report issues with your home or business HQ online and not over the phone.
- Rent needs to be paid when it is due, if there is a problem talk us.
- We'll pop by over the next few weeks to see how everything is going. If we need to contact, you it will be via email.



REPLACE THIS PAGE WITH
AN IN-DATE EPC
CERTIFICATE FOR THE
PROPERTY!



REPLACE THIS PAGE WITH
AN IN-DATE GAS SAFETY
CERTIFICATE
(ONLY IF THE GAS HAS
PROPERTY)

THE DEPOSIT PROTECTION SERVICE

A TENANT'S GUIDE



The Deposit Protection Service

www.depositprotection.com

Your landlord/letting agent's responsibilities

If you are renting a property, then you probably will have been asked to pay a tenancy deposit. In April 2007 it became law that all assured shorthold tenancy deposits received by landlords and letting agents are required to be protected in a Government-authorised tenancy deposit protection scheme.

The Deposit Protection Service (The DPS) is the only custodial scheme authorised by the Government. We require that the money you paid to your landlord/letting agent is physically paid over to us to safeguard for the duration of the tenancy. The deposit will be repaid at the end of the tenancy when both parties have reached agreement on its distribution.

How does The DPS work?

You pay your deposit to your landlord/letting agent



Your landlord/letting agent is required to pay the deposit over to The DPS within 30 days of receiving it and provide us with the tenancy details and your contact details. They also have a legal requirement to provide you with certain information about the tenancy - full details can be found on our website.

Supplying your mobile phone number and/or email address to your landlord/letting agent is essential.



On receipt of the deposit, we will contact you and your landlord/letting agent to confirm that your deposit is protected. You will also be issued with your unique Repayment ID number. This is five digits long and must be kept somewhere safe as you will need this to request repayment of your deposit from us at the end of your tenancy.



The Deposit Protection Service

www.depositprotection.com

Your responsibilities: updating your details

Your landlord or letting agent will register your details with us, so make sure they have your up-to-date details, most importantly your mobile phone number and/or email address.

If you change your mobile phone number or email address during your tenancy, please make sure you contact The DPS to update us with this information. It is your responsibility to do so and will enable us to make the deposit repayment process as efficient as possible.

In addition when you move out please ensure that The DPS has your new forwarding address. It is important that you update the system with this address as your landlord/agent cannot do it for you.

You can update your contact details in one of four ways:

ONLINE

By logging onto your account at
www.depositprotection.com



IN WRITING

The Deposit Protection Service
The Pavilions
Bridgwater Road
Bristol
BS99 6AA



VIA

an online form connected to our Virtual
Customer Service Agent/FAQs at
www.depositprotection.com/help



BY TELEPHONE

0844 4727 000



Landlords and Tenants: the repayment process

At the end of your tenancy, you and your landlord/letting agent need to agree who is entitled to the deposit. Once this has been decided, you can let us know.

We need to hear from both you and your landlord/letting agent before we will make any repayment. You must fill out a Joint Deposit Repayment form, either online or using the paper form, providing us with your unique Repayment ID number.

Helpful hint

Remember that everything can be done online. This helps to make the repayment process as quick and easy as possible. Once an online account is set up both parties can:

- Update their own contact details
- Submit a Joint Deposit Repayment form
- Consent to use the ADR service.



What happens if we can't agree on how the deposit is repaid?

The DPS run an independent Alternative Dispute Resolution (ADR) service which aims to resolve any dispute quickly and without the need for court action. It is an evidence-based adjudication service, but requires the consent of both parties.

For more information visit www.depositprotection.com

Controlling condensation and mould in your home



Guild
of Residential
Landlords

A guide for tenants

There are three main causes of condensation

- Moisture produced by everyday activities.
- Not enough ventilation.
- Cool temperatures.

Cooking, drying clothes, showering – even breathing – add to the moisture in the air. If this moisture is allowed to build up it can cause damp. This can increase the risk of respiratory illness and cause black mould growth on walls, ceilings, furniture and clothing.

Some people do not realise that this mould growth is often caused by condensation from normal activities, mistakenly thinking these are signs of damp caused by problems with the property itself.

This leaflet gives helpful advice on how to treat condensation in the home.

There are three main ways to tackle the problem







- Stop moisture building up.
- Ventilate, or air, the home.
- Keep your home warm.

Stop moisture building up

- Wipe down surfaces where moisture settles.
- Cover boiling pans when cooking.
- When cooking, bathing or washing and drying clothes, close kitchen and bathroom doors to prevent steam going into colder rooms, even after you have finished.
- Cover fish tanks to stop the water evaporating into the air.
- Dry clothes outside where possible.
- Make sure tumble dryers are vented to the outside.
- Avoid using bottled gas or paraffin heaters as these produce a lot of moisture and can also be a health and safety risk if not used and stored appropriately.



How much moisture can be produced in your home in a day?

Two people active for one day		3 pints
Cooking and boiling a kettle		6 pints
Having a bath or shower		2 pints
Washing clothes		1 pint
Drying clothes		9 pints
Using a paraffin or bottled gas heater		3 pints
Total amount of moisture produced in your home in one day		24 pints

Ventilate, or air, the home

- When cooking or washing, open windows or use extractors.
- Where drying clothes inside is necessary, do so in a small room with windows open.
- Open windows for a while each day or use the trickle/night vents.
- Do not block air vents – this is also important where gas and heating appliances are concerned as they need a supply of oxygen to work effectively and allow gases, such as carbon monoxide, to escape.
- Allow air to circulate around furniture and in cupboards – you can do this by making sure cupboards and wardrobes aren't overfilled and there is space between the furniture and the wall.

Keep your home warm

- When the whole house is warmer, condensation is less likely to form.
- Maintain a low heat when the weather is cold or wet – this is more effective than short bursts of high heat.

Important things to remember

- Do not block permanent ventilators.
- Never block a chimney opening.
- Do not draught proof:
 - rooms where there is condensation or mould growth
 - rooms where there is a gas cooker or a fuel-burning heater, for example a gas fire
 - windows in the bathroom or kitchen.
- Do not put furniture against cold external walls.

What to do if your home already has mould

The tips set out should help prevent mould, but what if you already have the problem? How do you get rid of it?

- Do not disturb mould by brushing or vacuum cleaning. This can increase the risk of respiratory problems.
- Mould is a living organism and needs killing to get rid of it. To do this, wipe down affected areas with a fungicidal wash – one which carries a Health and Safety Executive approved number – making sure you follow the manufacturer's instructions.
- Do not use bleach or washing up liquid.
- Treat any mould you may already have in your home then do what you can to reduce condensation. This will restrict new mould growth.
- Mildewed clothes should be dry cleaned and any affected carpets shampooed.
- After treatment, redecorate using a good quality fungicidal paint to help prevent mould recurring. This paint is not effective if overlaid with ordinary paints or wallpaper.

I have followed the advice in this leaflet, what do I do next?

If you have followed the advice given in this leaflet, then you should begin to notice a considerable improvement within a few weeks (around four to six weeks). If the problem persists, it may be due to another cause of damp. There are four main causes of damp.

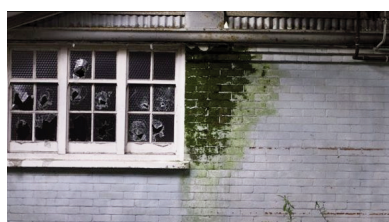
- **Condensation** – as discussed in this leaflet
- **Rising damp** – this is rare as a damp proof course prevents this but can usually be seen by a tide mark above the skirting board.
- **Penetrating damp** – caused by a problem with the fabric of the building which means rainwater is able to get through the walls, roof, windows or doors.
- **Plumbing faults or broken leaking pipes**
- Rising damp and penetrating damp can usually be easily identified at the early stages. A leaking pipe can be more difficult to identify, and if you suspect you may have a leaking pipe then you should contact your landlord as soon as possible.



▲ Rising damp



▲ Internal penetrating damp



▲ Penetrating damp becomes more noticeable when it rains

HOW TO...

RENT

The checklist for
renting in England



Contents

Assured shorthold tenancies	3	Living in your rented home	8
Who is this guide for?	3	The tenant must...	8
Before you start	4	The landlord must...	9
Renting from a landlord or a letting agent?	4	At the end of the fixed period	10
Ways to rent a property	5	If you want to stay	10
Looking for your new home	5	If you or the landlord want to end the tenancy	10
Things to check	5	If things go wrong	11
When you've found a place	7	Further sources of information	12
Check the paperwork	7		

This information is frequently updated.

Search on GOV.UK for **How to Rent** to ensure you have the latest version.

Landlords cannot use the section 21 (no fault) eviction procedure unless an up-to-date version of this guide has been provided to the tenant.

The online version contains links you can click on to get more information.

If you do not have internet access, ask your local library to help.

Any references to the Tenant Fees Act apply from 1 June 2019.

Assured shorthold tenancies

When you enter an [assured shorthold tenancy](#) – the most common type – you are entering into a contractual arrangement.

This gives you some important rights but also some responsibilities.

This guide will help you to understand what questions to ask, what your rights are, and what responsibilities you have.

This will help you create a positive relationship with your landlord, but will also tell you how to get help if things go wrong.

Take your time to read documents and contracts carefully. When you rent a home, people sometimes expect you to make a quick decision, or to sign documents before you've had time to think about them.

You shouldn't feel forced into a decision and it is important to understand the terms and conditions of any contract you are agreeing to before you sign it.

Your landlord **must** provide you with a copy of this guide, so **use the checklist and keep it safe** to protect yourself from problems at every stage.

Who is this guide for?



This guide is for people who are about to rent a house or flat on an [assured shorthold tenancy](#). Most of it will equally apply if you are in a shared property but in certain cases [your rights and responsibilities will vary](#).

The guide does not cover [lodgers](#) (people who live with their landlord) or people with [licences](#) – (such as many property guardians for whom specific guidance can be found [here](#)) – nor tenants where the property is not their main or only home.

Links



This guide is best viewed online as it contains hyperlinks.

If you are reading this on a computer or tablet, you can click on the links to go to other websites with more detailed information.

They are coloured and underlined [like this](#).

On Android or Windows devices, links work better if you download Acrobat Reader from get.adobe.com/uk/reader.

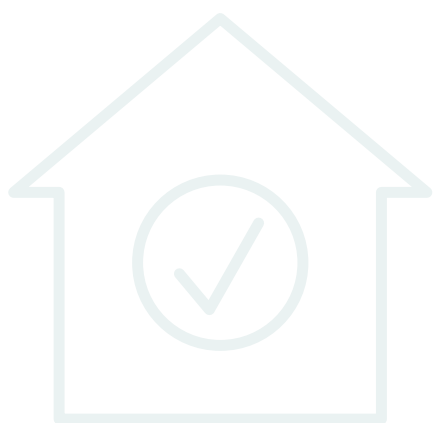
CONTRACT

Before you start

Renting from a landlord or a letting agent?

Key questions:

- ☐ **Is the landlord or letting agent trying to charge any fees?** From 1 June 2019, tenancy deposits are capped and most fees charged in connection with a tenancy are banned. There are also set procedures in place regarding holding deposits. For more information, please read the [Government guidance](#) on the ban.
- ☐ **How long do you want the tenancy for?** You can ask for a tenancy to be any time between 6 months and 7 years. This has to be agreed with the landlord.
- ☐ **What can you afford?** Think about how much rent [you can afford to pay](#): 35% of your take-home pay is the most that many people can afford, but this depends on what your other outgoings are (for example, whether you have children).
- ☐ **Are you entitled to Housing Benefit or Universal Credit?** If so, you may get help with all or part of your rent. If you are renting from a private landlord you will receive up to the Local Housing Allowance (LHA) rate to cover or help with the cost of rent. Check with this [online calculator](#) to see if you can afford to live in the area you want. You should also look at this advice about [managing rent payments on Universal Credit](#).
- ☐ **Which area you would like to live in and how you are going to look for a rented home?** The larger the area where you are prepared to look, the better the chance of finding the right home for you.
- ☐ **Do you have your documents ready?** Landlords and agents will want to confirm your identity, [immigration status](#), credit history and possibly employment status.
- ☐ **Do you have the right to rent property in the UK?** Landlords must check that all people aged over 18 living in their property as their only or main home have the right to rent. They will need to make copies of [your documents](#) and return your original documents to you.
- ☐ **Will you need a rent guarantee?** Some landlords might ask someone to [guarantee your rent](#). If you don't have a guarantor, you can ask [Shelter](#) for help.



Ways to rent a property

Direct from the landlord

- Look for landlords who belong to an [accreditation](#) scheme. Accreditation schemes provide training and support to landlords in fulfilling their legal and ethical responsibilities. Your [local authority](#) can advise you about accreditation schemes operating in your area. The [National Landlords Association](#) (NLA), the [Residential Landlords Association](#) (RLA) and the [Guild of Residential Landlords](#) run national schemes.



Watch out for scams!

Be clear who you are handing money over to, and why.

Through a letting agent

- It is illegal for letting agents and landlords to charge certain fees from 1 June 2019. To check the list of prohibited fees and to find out how to report a landlord or letting agent you think is breaching the ban, see the government's guidance on the Tenant Fees Act 2019 [here](#). Where a letting agent is permitted to charge fees, by law, a breakdown of all fees should be clearly visible to you in the agent's office and website including any third party website they advertise on.
- Letting agents must be a member of a redress scheme. You should check which [independent redress scheme](#) the agent is a member of in case you have an unresolved dispute.
- If they receive money from you such as rent payments, you should also check they are a member of a client money protection scheme. A list of approved schemes can be found [here](#). By law, this information should also be clearly visible to you.
- Reputable agents are often accredited through a professional body like [ARLA Propertymark](#), [Safeagent](#), [RICS](#) or [UKALA](#).
- Landlords and property agents cannot unlawfully discriminate against a tenant or prospective tenant on the basis of their disability, sex, gender reassignment, pregnancy or maternity, race, religion or belief or sexual orientation.

Looking for your new home

Things to check

- Deposit cap.** Check that the tenancy deposit you're being asked for is not more than five weeks' worth of rent (where annual rent is less than £50,000) or six weeks' rent (where annual rent is more than £50,000).
- Deposit protection.** If the landlord asks for a deposit, check that it will be protected in a [government approved scheme](#). Some schemes hold the money, and some insure it. You may be able to access a [bond or guarantee scheme](#) that will help you put the deposit together. Contact your local authority for advice.
- You may be offered a deposit replacement product as an alternative to a cash deposit.** Depending on the product, you may be required to pay a non-refundable fee up-front (often equivalent to one week's rent) and/or a monthly payment for the duration of your tenancy. With most products you will still be responsible for the costs of any damages incurred at the end of the tenancy or required to pay an excess on any claim for damages or unpaid rent.
- A landlord or agent cannot require you to use a deposit replacement product but may allow it as an option without contravening the Tenant Fees Act.** There are several different products available on the market.
- Length of tenancy.** There is usually a fixed period of 6 or 12 months. If you want more security, you can ask for a longer fixed period.

- ❑ **Children, smoking and pets.** Check if there are any rules about them, as well as for other things such as keeping a bike, dealing with refuse and recycling.
- ❑ **Bills.** Check who is responsible for bills such as electricity, gas, water and council tax. You or the landlord? Usually the tenant pays for these. Advice on paying bills is available [here](#).
- ❑ **Fixtures and fittings.** Check you are happy with them, as it is unlikely that you will be able to get them changed once you have moved in.
- ❑ **Smoke alarms – and carbon monoxide detectors.** If you have solid fuel appliances like woodburning stoves or open fires, check carbon monoxide detectors are provided. If not, your landlord must install them. They could save your life.
- ❑ **Safety.** Check that the property is safe to live in. Use the [How to rent a safe home](#) to help you identify possible hazards.
- ❑ **Fitness for human habitation.** Your property must be safe, healthy and free from things that could cause serious harm. If not, you can take your landlord to court. For more information, see the Tenants' Guide on using the [Homes \(Fitness for Human Habitation\) Act 2018](#). You should also check whether your tenancy agreement excuses you from paying rent should the building become unfit to live in because of, for example, a fire or flood.

Check who your landlord is

- **They could be [subletting](#)** – renting you a property that they are renting from someone else. If they are subletting, check that the property owner has consented.

Find out who you should speak to if any repairs need doing.

- **Ask whether the property is [mortgaged](#).** Landlords should let you know about this upfront, because you may be asked to leave the property if the landlord does not pay their mortgage payments.

Houses in Multiple Occupation (HMOs)

HMOs are usually properties where three or more unrelated people share facilities such as a kitchen or bathroom.

Some HMOs must be [licensed](#). Check that your landlord has the correct licence. Landlords of licensed HMOs / houses **must by law** give tenants a statement of the terms on which they live in the property.



When you've found a place

Check the paperwork

- ☐ **Tenancy Agreement.** Make sure you have a written tenancy agreement and read it carefully to understand your rights and responsibilities before you sign it. The landlord or agent usually provides one, but you can request to use a different version. The government has published a [model tenancy agreement](#) which can be downloaded for free. If you have any concerns about the agreement, seek [advice](#) before you sign.
- ☐ **Inventory.** Agree an inventory (or check-in report) with your landlord before you move in and, as an extra safeguard, make sure that you **take photos**. This will make things easier if there is a dispute about the deposit at the end of the tenancy. If you are happy with the inventory, sign it and keep a copy. From 1 June 2019, landlords/letting agents cannot charge certain fees – see the [Government's guidance](#) for more information.
- ☐ **Meter Readings.** Remember to take meter readings when you move in. This will help make sure you don't pay for the previous tenant's bills.
- ☐ **Contact details.** Make sure that you have the correct contact details for the landlord or agent, including a telephone number you can use in case of an emergency. You are legally entitled to know the name and address of your landlord.
- ☐ **Code of practice.** Check whether whoever is managing the property is following a [code of practice](#).

The landlord must provide you with:

- **A copy of this guide** *How to rent: The checklist for renting in England* either as a hard copy or, if you agree, via email as a PDF attachment.
- **A gas safety certificate.** The landlord must provide one at the start of the tenancy and within 28 days of each annual gas safety check, if there is a gas installation.
- **Deposit paperwork.** If you have provided a deposit, the landlord must protect it in a government approved scheme within 30 days and provide you with prescribed information about it. Make sure you get the official information from your landlord, and that you understand how to get your money back at the end of the tenancy. Keep this information safe as you will need it later.
- **The Energy Performance Certificate.** This will affect your energy bills and the landlord must provide one (except for Houses in Multiple Occupation). Properties let on tenancies entered into after 1 April 2018 must have an [EPC rating of at least 'E'](#) (unless a valid exemption applies).

Protection from eviction

If your tenancy started or was renewed after 1 October 2015 your landlord cannot evict you with a Section 21 notice (no fault eviction) if they have not provided you with these documents.

If your local authority has served your landlord with an Improvement Notice related to necessary repairs in your property, you cannot be evicted with a section 21 notice (no fault eviction).

If there are outstanding prohibited payments or a holding deposit that you are due to have repaid to you under the Tenant Fees Act 2019, you cannot be evicted with a section 21 notice (no fault eviction).

You can still be evicted with a section 8 notice if you break the terms of your tenancy.

The landlord should also provide you with:

- **A record of any [electrical inspections](#).** All appliances must be safe and checks every 5 years are recommended.
- **Evidence that smoke alarms and any carbon monoxide alarms** are in working order at the start of the tenancy. Tenants should then regularly check they are working.

Living in your rented home

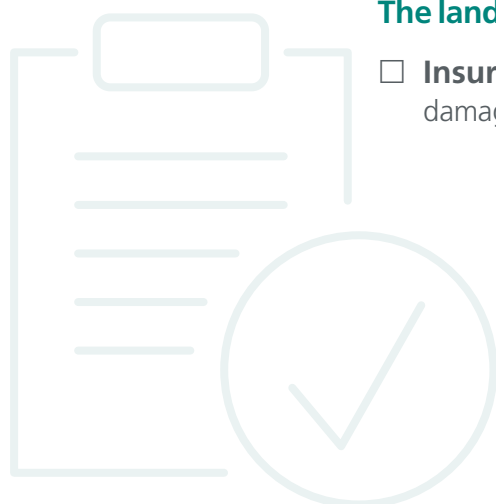
The tenant must...

- ☐ **Pay the rent on time.** If your rent is more than 14 days late, you could be liable for a default fee. For more information, please read the [Government's guidance](#) for tenants on the Tenant Fees Act 2019. Further, you could lose your home because you have breached your tenancy agreement. If you have problems, [GOV.UK](#) has links to further advice. Check out these [practical steps for paying your rent on time](#).
- ☐ **Pay any other bills** that you are responsible for on time, such as council tax, gas, electricity and water bills. If you pay the gas or electricity bills, you can [choose your own energy supplier](#).
- ☐ **Look after the property.** Get your landlord's permission before attempting repairs or decorating. It's worth getting contents insurance to cover your possessions too, because the landlord's insurance won't cover your things.
- ☐ **Be considerate to the neighbours.** Anti-social behaviour may be a reason for your landlord to evict you.
- ☐ **Not take in a lodger** or sub-let without checking whether you need permission from your landlord.

The tenant should...

- ☐ **Make sure you know how** to operate the boiler and other appliances and know where the stopcock, fuse box and any meters are located.
- ☐ **Regularly test** your smoke alarms and carbon monoxide detectors – at least once a month.
- ☐ **Report any need for repairs** to your landlord. There will be a risk to your deposit if a minor repair turns into a major problem because you did not [report it](#).
- ☐ **And don't forget to [register to vote](#).**

If you are responsible for paying the energy bills, you can choose to have a smart meter installed. Guidance about your rights can be found [here](#) and information about how to get a smart meter can be found [here](#). We'd recommend that you tell your landlord before you get one.



The landlord must...

- ☐ **Maintain the structure** and exterior of the property.
- ☐ **Ensure the property is free from serious hazards** from the start of and throughout your tenancy.
- ☐ **Fit smoke alarms** on every floor and [carbon monoxide alarms](#) in rooms with appliances using solid fuels – such as coal and wood – and make sure they are working at the start of your tenancy. If they are not there, ask your landlord to install them.
- ☐ **Deal with any problems** with the water, electricity and gas supply.
- ☐ **Maintain** any appliances and furniture they have supplied.
- ☐ **Carry out most repairs.** If something is not working, [report it](#) to your landlord or agent as soon as you can.
- ☐ **Arrange an annual [gas safety check](#)** by a Gas Safe engineer (where there are any gas appliances).
- ☐ **Give at least 24 hours notice of visits** for things like repairs – the landlord cannot walk in whenever they like.
- ☐ **Get a licence for the property** if it is a [licensable property](#).
- ☐ **Ensure the property** is at [a minimum of EPC energy efficiency band E](#) (unless a valid exemption applies).

The landlord should...

- ☐ **Insure the building** to cover the costs of any damage from flood or fire.

At the end of the fixed period

If you want to stay

Should you wish to extend your tenancy after any initial fixed period, there are a number of important issues to consider. Check [Shelter's website](#) for advice.

- ☐ **Do you want to sign up to a new fixed term?** If not, you will be on a 'rolling periodic tenancy'. This means you carry on as before but with no fixed term – your tenancy agreement should say how much notice you must give the landlord if you want to leave the property – one month's notice is typical. Shelter publishes advice on how you can end your tenancy.
- ☐ **Your landlord might want to increase your rent.** Your landlord can increase your rent by agreement, or as set out in your tenancy agreement, or by following a [procedure set out in law](#).

The deposit cap introduced by the Tenant Fees Act 2019 means you may be entitled to a partial refund of your tenancy deposit. The Government's guidance on the Act explains whether this affects you. You can download it [here](#).

If you or the landlord want to end the tenancy

The Government has announced that it plans to put an end to 'no fault' section 21 evictions by changing existing legislation. Landlords will still be able to issue you with a section 21 notice until new legislation comes into effect. If you receive a section 21 notice from your landlord, seek advice from Shelter or Citizens Advice.

There are things that both landlords and tenants must do at the end of the tenancy:

- ☐ **Giving notice.** It is a legal requirement for landlords to give you [proper notice](#) if they want you to leave. Normally, the landlord must allow any fixed period of the tenancy to have expired, and they must have given at least two months'

notice. If you want to end the tenancy early, you could be charged for this. The Government's guidance on the [Tenant Fees Act](#) contains more information.

Your tenancy agreement should say how much notice you must give the landlord if you want to leave the property – one month's notice is typical.

- ☐ **Return of deposit.** Try to be present when the property is inspected to check whether any of the tenancy deposit should be deducted to cover damage. If you do not agree with proposed deductions contact the relevant [deposit protection scheme](#).
- ☐ **Rent.** Make sure that your rent payments are up to date. Do not keep back rent because you think that it will be taken out of the deposit.
- ☐ **Bills.** Do not leave bills unpaid. This might have an impact on your references and credit rating.
- ☐ **Clear up.** Remove all your possessions, clean the house, take meter readings, return all the keys and give a forwarding address. Dispose of any unwanted furniture via a local collection service. The landlord is usually entitled to dispose of possessions left in the property after, typically, 14 days. The landlord must let you know, or try to let you know, that they intend to dispose of possessions you leave behind.



If things go wrong

Most problems can be resolved quickly and easily by talking to your landlord or letting agent. There are often legal protections in place too for the most common problems that you may experience during the tenancy – the following links will tell you what they are or where to look for help:

- ❑ **If you have a complaint about a letting agent's service** and they don't resolve your complaint, you can complain to an [independent redress scheme](#). Letting agents must be a member of a government approved redress scheme.
- ❑ **If you are having financial problems**, or are falling into rent arrears, speak to your landlord as they may be helpful, and are likely to be more sympathetic if you talk to them about any difficulties early on. Should you need further help contact your local housing authority, [Citizens Advice](#) or [Shelter](#) as soon as possible. Check out these [practical steps for managing your rent payments](#).
- ❑ **If the property is in an unsafe condition** and your landlord won't repair it – contact your [local authority](#). They have powers to make landlords deal with serious health and safety hazards.
- ❑ **You may be able to take your landlord to court yourself** if you think the property is not fit for habitation, under the [Homes \(Fitness for Human Habitation\) Act 2018](#). The court can make the landlord carry out repairs and can also make the landlord pay you compensation.
- ❑ **If you have a serious complaint about the property** and your local authority has sent a notice to the landlord telling them to make repairs, your landlord [may not be able evict you](#) with a Section 21 notice (no fault eviction) for 6 months after the council's notice. You can still be [evicted](#) with a Section 8 notice if you break the terms of your tenancy.
- ❑ **Failure to comply with a statutory notice is an offence.** Depending on the notice, local authorities may prosecute or fine the landlord up to £30,000.
- ❑ **Local authorities have powers to apply for [banning orders](#)** which prevent landlords or property agents letting out property if they are convicted of certain offences. If a landlord or property agent receives a banning order, they will be added to the [database of rogue landlords and property agents](#) – you can ask your local authority for more information about this. Landlords or agents may also be added to the database if they are convicted of a banning order offence or receive 2 or more [civil penalties](#) within a 12 month period.
- ❑ **If a landlord or letting agent charges you a 'prohibited payment'** (a banned fee according to the Tenant Fees Act 2019) or unlawfully retains a holding deposit they could be liable for a fine of up to £5,000 and if there are multiple breaches they could be liable for a fine up to £30,000 as an alternative to prosecution. Local authorities are responsible for issuing these fines.
- ❑ **If your landlord is making unannounced visits or harassing you** – contact your local authority, or if more urgent dial 999.
- ❑ **If you are being [forced out illegally](#), [contact the police](#) and your [local authority](#).** If your landlord wants you to leave the property, they must notify you in writing, with the [right amount of notice](#) – you can only be legally removed from the property with a court order.

If you live with your partner and you separate, you may have [the right to carry on living in your home](#).

If you are concerned about finding another place to live, then contact the Housing Department of your [local authority](#) straight away.

Depending on your circumstances, they may have a legal duty to help you find accommodation and they can also provide advice.

Local authorities have legal duties to help people who are threatened with homelessness within 56 days or are actually homeless.

The local authority should not wait until you are evicted before taking action to help you.

If you are reading a print version of this guide and need more information on the links, please contact us at 2 Marsham St, Westminster, London SW1P 4DF or 0303 444 0000

Further sources of information

Further information about landlords' and tenants' rights and responsibilities can be found [here](#).

The Government's guidance on the Tenant Fees Act can be found [here](#). This includes:

- ☐ **What the Tenant Fees Act covers**
- ☐ **When it applies and how it will affect you**
- ☐ **Helpful Q & A**

Tenancy deposit protection schemes

Your landlord must protect your deposit with a government-backed tenancy deposit scheme.

- ☐ [Deposit Protection Service](#)
- ☐ [MyDeposits](#)
- ☐ [Tenancy Deposit Scheme](#)

Client money protection schemes

Your agent must protect money such as rent payments through membership of a government approved money protection [scheme](#).

Letting agent redress schemes

Every letting agent must belong to a government-approved redress scheme.

- ☐ [The Property Ombudsman](#)
- ☐ [Property Redress Scheme](#)

Homes (Fitness for Human Habitation) Act 2018

- ☐ [Guide for Tenants](#)

Help and advice

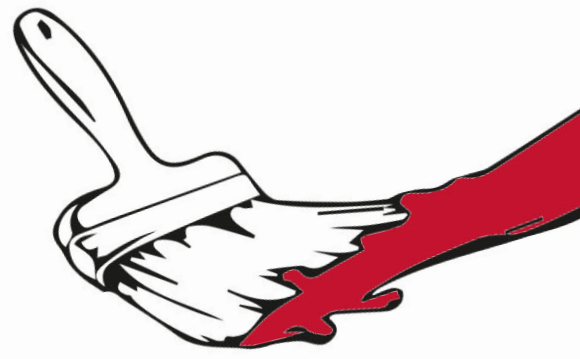
- ☐ [Citizens Advice](#) – free, independent, confidential and impartial advice to everyone on their rights and responsibilities.
- ☐ [Shelter](#) – housing and homelessness charity who offer advice and support.
- ☐ [Crisis](#) – advice and support for people who are homeless or facing homelessness.
- ☐ [Your Local Housing Authority](#) – to make a complaint about your landlord or agent, or about the condition of your property.
- ☐ [Money Advice Service](#) – free and impartial money advice.
- ☐ [The Law Society](#) – to find a lawyer.
- ☐ [Gas Safe Register](#) – for help and advice on gas safety issues.
- ☐ [Electrical Safety First](#) – for help and advice on electrical safety issues.
- ☐ [Marks Out Of Tenancy](#) – information for current and prospective tenants.

Also in this series

- ☐ The government's '[How to Rent a Safe Home' guide](#) helps current and prospective tenants ensure that a rented property is safe to live in.
- ☐ The government's '[How to Let' guide](#) provides information for landlords and property agents about their rights and responsibilities when letting out property.
- ☐ The government's '[How to Lease' guide](#) helps current and prospective leaseholders understand their rights and responsibilities.
- ☐ The government's '[How to Buy a Home' guide](#) provides information to home buyers.
- ☐ The government's '[How to Sell a Home guide](#) provides information to those looking to sell their home.

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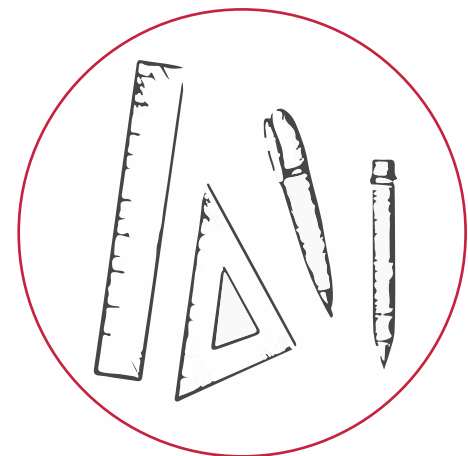
Please
Do Not Redecorate



Decorating - we always want you to feel at home, but customising your home by decorating can be a risky business- if the work goes wrong or is incomplete it can lower the high standard we like to maintain in all properties so we ask you suppress your inner DIY guru for now and make small adjustments to your environment without affecting the fixture or fittings.



Customise – drawing pins and blue tac can be used to help make the property feel more like home and a great way to add customisation which isn't decorating or revamping the current setting.



Ask us – we will not reasonably withhold permission for homely customisations of your home, but please ask us first so we can discuss your ideas and work a way forward. Just remember the decoration needs to be well thought out, done in a correct and tidy fashion and can be subject to additional rental fees.

Start of Tenancy Check List

Document	Date Received by Tenant	Tenant's Signature	Landlord's / Agent's Signature
Tenancy agreement			
How to Rent booklet			
Inventory			
EPC certificate			
Gas safety certificate (if applicable)			
Legionella safety check			
Instruction manuals (if any)			
DPS information			
Condensation and Mould booklet			
Do Not Redecorate			
Hamper			
Our Fee's			