

A guide to your tenancy



Tenant helpline
0345 849 4160

redbrick
survey and valuation

Introduction

Welcome to your new home as a tenant of Redbrick Survey & Valuation.

In this guide you will find useful information and advice to help you make the most of your new tenancy, before, during and after you move in. It aims to answer any questions you may have and contains information about your responsibilities as a tenant.

Please read this information carefully and keep it in a safe place so you can refer back to it throughout your tenancy.

Contents

1. Who is Redbrick Survey & Valuation?	3
2. Your tenancy agreement	4
3. Moving in	5
4. Living in the property	7
5. Moving out	12
6. Other guidance	14
7. Frequently asked questions	21
8. Notes	22
9. Contact us	23

1. Who is Redbrick Survey & Valuation?

Redbrick Survey & Valuation is a leading firm of professional chartered surveyors, who have extensive experience in the receiver of rent process.

Redbrick Survey & Valuation has been appointed by the receiver of rent on the property you have chosen to rent. This property may have been let to you by Redbrick or our appointed agent directly. If, however, we have taken over the property, and have effectively become your new landlord, then please see the questions and answers at the end of this guide should you have any queries regarding the role of a receiver of rent.

This appointment does not affect your occupation in any way assuming that you have a legal tenancy. We, or our appointed managing agent, are responsible for collecting the rent and managing the property.



2. Your tenancy agreement

Once appropriate references have been obtained, we will arrange for an Assured Shorthold Tenancy (AST) agreement to be completed and a move in date can be arranged.

The AST is a legal and binding contract between you and Redbrick that must be completed before you take occupation of the property. An AST is the most common form of tenancy agreement and sets out the duties of both the tenant and the landlord.

It is essential that you read the AST in full before signing it, particularly the section headed Important Notes for Tenants on the front page.



3. Moving in

This section provides information and advice you will need to know before you move into your new home.

Deposit

You will be advised of our requirements regarding a deposit before you sign the Assured Shorthold Tenancy (AST) agreement. Your deposit will be protected within one of the Government approved schemes.

Schedule of condition and inventory

You will be provided with a Schedule of condition and inventory that you need to read and you should notify the agent of any discrepancies. Once the contents of the Schedule have been agreed, you will need to sign it and return it to Redbrick/our appointed managing agent. This records the condition of the property at the start of the tenancy and lists the fixtures and fittings which you will be responsible for looking after. Signing this confirms your acceptance of the condition of the property at the start of the tenancy.

You will be responsible for maintaining the property to this standard, allowing only for reasonable 'wear and tear'. Conversely, we will not be expected to improve the property beyond this standard unless there is some significant deterioration from this condition.

If you are provided with a key fob (or similar) to a communal door, this will be included within the inventory and you will be responsible for its replacement if it gets lost.

Health and safety

You may make additional health and safety improvements to the property, including:

- additional smoke detectors
- a heat detection unit in the kitchen
- other fire precaution measures
- carbon monoxide detectors
- any other items that you consider would improve the health and safety or living conditions of the occupants that reflect your particular lifestyle and use of the property

However, any alterations you wish to make that affect the structure of the property will require our consent beforehand.

Parking

If you are the tenant of a flat within a block and there is an allocated car parking space this will be stated in your tenancy agreement.

Your vehicle must be roadworthy and have a current tax disc correctly displayed. All untaxed vehicles may be removed with the owner responsible for the costs incurred.

Smoking

Smoking is not permitted in any of our properties, including the internal communal areas of our buildings.

Pets

Unless otherwise agreed, pets are not allowed within our properties.



4. Living in the property

This section contains important information that you'll need during your tenancy. Please read it carefully and contact Redbrick / our appointed managing agent if you have any questions.

Rent

Your rent should be paid on or before the dates specified in the tenancy agreement by standing order, unless specifically agreed otherwise. It is your responsibility to pay the rent on time and should we / the appointed managing agent need to contact you regarding missing rental payments there will be a charge of £10 plus VAT each time.

We have the right to charge you any costs incurred due to rental payments falling into arrears. Please note for any payment that is returned unpaid by your bank there will be an administration charge of £25 + VAT on each occasion it is returned.

Use

The property can only be used as a single private residence by the person(s) named on the tenancy agreement.

Bills

You will be responsible for paying all bills for the property including Council Tax, water, gas and electricity charges. In the case of Houses in Multiple Occupation, some or all of these items may be included in the rent, but this would be agreed at the outset and specifically recorded in the terms of your tenancy agreement. Where you are responsible for utilities or Council Tax, we will pass your name over to suppliers or the local authority as appropriate. You should ensure all meters are read on the day you move in and the utility companies advised to ensure you are only billed for the amount you have used.

Insurance

You should purchase contents insurance to insure your own personal belongings. We will be responsible for insuring the building only.

Televisions

If there is a television in the property, either belonging to you or left by the landlord, you are responsible for obtaining a TV Licence. You will also be responsible for renewing this when it falls due. Redbrick, or our appointed managing agent, is not responsible for any unsatisfactory radio or television reception. If the aerial requires upgrading or replacing, this is your responsibility and the equipment must be left in place when you leave.

You are responsible for arranging and paying for any telephone, internet and telephone package systems. Where it is necessary to install a special conduit, special electrical outlets, holes in floor slabs, or any other special work, written approval must be obtained beforehand.

Leaving the property empty

If you intend to leave the property empty for any significant time during the tenancy you should check the terms of your tenancy agreement. Please advise us and make arrangements for the property to be checked on a regular basis so as not to invalidate the insurance policy. You should also ensure we have your contact details in case of an emergency. Please also see the 'Frost precaution' notes in Section 6.

Repairs

You are responsible for minor repairs such as changing fuses, changing light bulbs, filling of small picture holes to walls and other such reasonable low cost repairs/renewals. You are also responsible for keeping the property, including all doors and windows, clean and for dealing with blocked drains and pest control etc.

As stated in the Assured Shorthold Tenancy (AST) agreement, you are also responsible for:

- l repairing any damage that you cause
- l keeping the interior of the property and all contents in as good and clean condition as at the start of the tenancy (see inventory and schedule of condition) subject only to normal fair wear and tear
- l keeping the property reasonably aired and warmed
- l keeping the external areas such as gardens, driveways, paths, lawns, hedges neat, tidy and properly tended
- l replacing all broken glass in doors and windows where damaged by the tenant or guests
- l any blockages to drains, pipes, sinks or baths
- l redecorating, if required by the terms of your AST
- l testing all smoke detectors on a regular basis and replacing the batteries as necessary

Please also see section the 'Caring for appliances' notes in Section 6.

Car repairs

You are not allowed to repair cars or motorcycles at the property other than usual minor maintenance that can be completed without taking the vehicle apart. Repairs are not permitted to vans or other commercial vehicles at the property.

Decoration

You can redecorate the interior of the property provided that the work is carried out in a safe and competent manner with colours and areas to be approved prior to any work starting. This will be at your expense.

Electrical equipment

It is your responsibility to use electrical equipment in a safe and competent manner and to inform us if any problems arise. If you have any concerns about the safety of an electrical item, please refrain from using it until it has been checked. You should also ensure that all appliances are plugged in to sockets safely and correctly, and that circuits are not over-loaded by the use of extensions to enable multiple use of any one socket. We do not permit the use of adaptors for plugs designed for use in other countries unless these have been approved in advance. In addition, it is each tenant's responsibility to ensure that any appliances you introduce and use in one of our properties are safe. Tenants who cause fuse and power failures as a result of using unapproved adaptors or unsafe equipment will be charged for any consequential maintenance requirements.

It is your responsibility to ensure that all electric and gas appliances are switched off when not in use to reduce energy costs. The use of additional electric heaters is not permitted in any rooms of Houses in Multiple Occupation (HMOs).

Anti-social behaviour

Anti-social behaviour of any kind is strictly prohibited in all properties.



Inspections

We may wish to inspect the property from time to time. We will always give you notice of when we intend to visit (except in an emergency). If you are absent from the property during the day you must ensure that we are able to gain access to all parts of the property.

Communal areas

If you are a tenant within a block of flats, please be considerate of other occupiers in the block and avoid damage to common areas. In particular, bikes and other items should not be left in communal areas and the freeholder/ block managing agent may hold you responsible for the cost of putting right any damage you cause to communal areas, including redecoration where required. Any costs that we incur on your behalf will be recharged. You will also be responsible for complying with all management regulations that affect the block/development.

We do not permit any electrical appliances that are owned by tenants to be left in the common kitchens of Houses in Multiple Occupation (HMO). If any tenant in one of our HMO's wants to use his/her own appliances, this must be approved in advance by us, and when not being used, kept in the tenant's own room.

Where post is delivered into a communal area, it is the responsibility of each tenant to identify and collect their own mail.

Locks / alarms

Although all of our properties have their own door locks, some tenants may require separate alarms, additional locks or extra security equipment to be installed. These items must be approved in advance and you will be responsible for the maintenance and operational correctness of them. You should provide detailed written instructions to us on the operation of this equipment in an emergency and provide codes and keys where appropriate.

Changes to locks and keys need to be authorised in writing beforehand. If you lock yourself out, any costs incurred will be at your expense. You are not permitted to arrange for duplicate keys to be cut and given to another party under any circumstances.

If there is a house alarm installed then you must inform us, in writing, if you change the code.

Rubbish

Appropriate bins must be used for all rubbish. Local Authorities are increasingly enforcing a strict recycling policy which requires all domestic rubbish to be sorted into specifically allocated bins for paper, metal, tins etc. Failure to sort rubbish, or placing rubbish that is destined for landfills into recycle bins, will sometimes result in bins not being emptied. In these cases, it is each tenant's responsibility to re-sort rubbish so that the Local Authority will collect it. Refuse contractors do not empty bins unless they are placed on the pavement to the front of a property. If you live in a flat within a block, domestic refuse must be placed within the defined refuse areas.

It is a Local Authority requirement that all rubbish is sorted for recycling and transferred from homes to the bins in a safe and sanitary manner, with emphasis on the need to minimize odours and prevent any nuisance. Failure to comply can result in the Local Authority imposing fines on offending households, which will be the tenant's responsibility.



5. Moving out

This section contains information that you will need to read when your tenancy is coming to an end or if you are thinking of leaving the property.

Rent

Your rent must be paid up to the legal termination date of your tenancy.

Schedule of condition and inventory

Please check all items in the property against the inventory and the schedule of condition. Broken or missing items should be replaced. If this has to be done after you have left, you may be charged a handling fee as well as the cost of replacement. Please also make sure that the property and all its contents are properly cleaned, including curtains, carpets and ovens etc in line with the terms of your tenancy agreement, the inventory and schedule of condition/check-in report. Fridges and freezers should be switched off, defrosted and the doors left open. The landlord may ask that during winter months the central heating is left on a minimum setting – if this is the case we will advise you upon check-out.

If the property does not meet the standards agreed at the start of the tenancy, money will be deducted from your deposit. This will be in accordance with the parameters of the particular deposit scheme that has been used. We also have a duty to consider legal action to recover any further sums that may be outstanding.

Notice periods

You will be required to serve the appropriate formal notice to bring your tenancy to an end. You are advised to seek your own appropriate legal advice in this respect prior to serving this notice.

If you wish to leave at the end of the initial tenancy term, you are required to give one month's notice from a rent day (ie at the end of month five for a six month agreement). If you fail to give notice to end the initial fixed term and no new fixed term tenancy is agreed, the tenancy will revert to a statutory periodic tenancy by virtue of Section 5 of the Housing Act 1988. In this case, the notice period becomes a period of the tenancy (ie if your tenancy runs from 5th to the 4th of each month then this is your notice period).

Viewings

Within the last two months of your tenancy, access will be required at reasonable hours to allow prospective tenants or purchasers to view the property.

Utilities

You should advise all utility providers of the date the tenancy will end and arrange for the relevant meters to be read. The utility companies will require an address to which they can send your final account. It is essential that you provide the supplier details to Redbrick/our appointed managing agent for any service where the supplier has been changed during the tenancy.

Post

All tenants should arrange to have their post redirected by the post office. We are unable to forward post to you.



6. Other guidance

Below is some general guidance that will be useful to you throughout your tenancy. It contains some important health and safety information so please ensure you read it carefully.

Gas safety

Under current regulations, all gas appliances in the property must be inspected at least once every 12 months. This will be arranged by us and the Gas Safety Inspection Record will either be at the property or given to you at the start of the tenancy. If the annual inspection becomes due during the term of your tenancy then your landlord/managing agent will arrange for an appropriate gas engineer to attend the property and undertake the necessary inspection.

If you suspect a gas leak at any time, phone National Grid immediately on 0800 111 999

Carbon monoxide

Carbon monoxide can be generated by appliances that burn fossil fuels such as coal, coke, charcoal, wood or oil. It is not just confined to gas fires or boilers. It is odourless, colourless and tasteless, which makes it difficult to detect, but the effects are potentially fatal.

Please ensure that:

- there is adequate ventilation in the room the appliance is in and this ventilation is not sealed or blocked up
- doors and windows are not “draught proofed” so as to prevent ventilation
- there is adequate ventilation if the room has double glazing
- the flame in the appliance is blue and not an orange or yellow colour
- there are no soot stains on or just above appliances
- coal or wood fires are not burning slowly or going out
- the fire is not difficult to light
- there is no smoke in the room
- flueless portable heaters have adequate ventilation

If open fireplaces are used (consent for use is required beforehand) you must ensure that:

- chimneys and flues are professionally swept on a regular basis
- the throat plate is cleaned monthly
- ash is removed regularly

If you suffer from unexplained symptoms (such as those listed below) you could be suffering from carbon monoxide poisoning. Switch off your appliances and see your doctor at once.

- | Drowsiness
- | Headaches
- | Chest pains
- | Giddiness
- | Sickness
- | Diarrhoea
- | Stomach pains

Electrics (to include landlord's portable appliances)

It is essential that you report any defects so that we can investigate them.

Condensation

Condensation occurs on cold surfaces such as windows, floors and walls where the air is cooled and the water vapour condenses. It can damage the décor, floor coverings, clothes and bedding and can cause mould on walls and ceilings. All properties, whether old or modern, require adequate ventilation so that they do not suffer from condensation.

To minimise condensation:

- | keep all rooms warm and ventilated with an even temperature throughout
- | open windows wherever necessary (even a small amount will help) and ensure that any vents within the window frames are open
- | if drying washing inside the property, ventilation is essential to let the water vapour escape
- | keep kitchen doors closed when cooking, washing or drying clothes. Open the window or use extractor fans, where fitted
- | keep the bathroom door closed when bathing and open the window or use the extractor fan, where fitted
- | if using a tumble dryer, please ensure that it is correctly fitted with the required ventilation kits supplied by the manufacturer
- | avoid the use of paraffin heaters and flueless gas heaters in unventilated rooms
- | some properties have an extractor fan that is fitted in the ceiling at the top of the stairs. These are excellent in extracting moisture from the property. If fitted, please leave this on permanently on the number 1 setting. These are designed not to use an excessive amount of electricity
- | if possible keep some heating on at all times during cold weather
- | if condensation does occur ensure that you mop up as much of the water as possible

Radiators

Avoid placing damp or wet items of clothing over the radiators, as this causes the radiators to rust. If the wall behind the radiator is papered, it can also cause the wallpaper to lift.

Frost precaution

Please do not underestimate the effects of a severe cold spell. It is essential that every precaution is taken to avoid frost damage and burst pipes during cold weather.

If you leave a property vacant then you are advised to leave the central heating system on at an adequate level to maintain a proper room temperature. For a longer term absence in cold weather please consider draining down all water systems and central heating radiators by a specialist contractor after notifying us of your intentions.

If a hot water system is drained down, particularly where an electric immersion heater is installed, then please ensure that the heater is switched off and the water reinstated prior to switching it on again.



Caring for appliances

Under the terms and conditions of your tenancy agreement you will be responsible for looking after the fixtures and fittings, including any appliances. Here are a few basic instructions for the care of appliances to help prolong their life and assist you in a trouble free tenancy.

I Washing machine

Read any available instruction booklet carefully before use. Make sure that all items are removed from pockets of clothes before putting into the machine. Also, please check that the soap dispenser drawer is kept clear and the filter is not clogged up.

I Tumble dryer

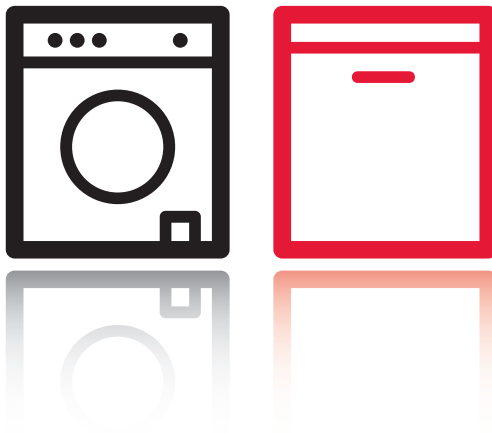
Read any instruction booklet carefully before use. Make sure that all items are removed from pockets of clothes before putting into the machine. Please make sure that the filter is kept free from fluff and fibres. Using a tumble dryer when the filter is clogged can result in burnt clothes and seizure of the motor.

I Dishwasher

Read any instruction booklet carefully before use. It will need regularly filling up with special dishwasher salt and 'rinse fluid', which can be obtained from any local supermarket. Please ensure that the filter is cleaned regularly. Do not put cutlery with 'bone' handles into the dishwasher as they will crack and eventually disintegrate. Regular use (ie at least once a month) will help to prolong the life of the pump.

I Waste disposal unit

Read any instruction booklet carefully before use. The operation of waste disposal units varies with different appliances. However, nearly all will require running water during use. Before using, please ensure that the unit is free from any items other than food. Paper, cutlery or anything plastic or metal will jam (and possibly break) the appliance.



Reporting faults

In order that we maintain a fast and efficient service, please report any faults to Redbrick / our appointed managing agent.

When reporting a fault about a domestic appliance please make sure you are aware of the make, type and, if possible, model/serial number.

Please remember, if the fault reported is found to be your responsibility under the terms and conditions of your tenancy agreement, then you will be asked to settle the contractor's account immediately when he has finished the repair.

Genuine (out of hours) emergency works

We will only consider accepting responsibility for out-of-hours repairs in a genuine and clear emergency that cannot wait until the next working day. These are circumstances where the item, if not dealt with immediately, would:

- a. damage or lead to significant further damage to the property
- b. endanger the occupants
- c. render the property unfit, unsafe or leave it insecure

In the event of an emergency, please instruct a local, appropriately qualified and competitively priced contractor to attend in order to make the property safe only. Please then contact us as a matter of urgency the next working day so a repair can be put in place as necessary.



Fire

All fire alerts must be treated seriously on the basis that there is a real fire. If you occupy an House in Multiple Occupation (HMO) or flat within a block then please comply with the fire risk assessment which is available from your block managing agent. You should familiarise yourself with the locations of any fire alarm points in your building and how to operate them. Please also be aware of the position of any fire exits within blocks.

If you discover a fire, it is your responsibility to raise the alarm and leave the building as soon as possible by the safest route available. Under no circumstances should you return for personal possessions. As soon as you have vacated the property, you should inform the fire service by dialling 999.

Where you occupy a single house or other property that does not require fire alarm call points you should, in the event of fire, and if otherwise safe and appropriate to do so, close all the doors in your home and exit as soon as possible, closing the doors behind you.

Fire prevention

1. Be certain that all cooking and heating appliances are turned off before you leave the property. Do not leave washing machines or tumble driers etc running while you are out.
2. Avoid overloading electrical circuits by placing large numbers of extension cable, adaptors or appliances into power sockets in the property.
3. If fluorescent light fixtures become overheated (characterized by a pungent, burning odour), report the problem to us as soon as possible.
4. Do not allow entrances, exits, stairs or hallways to become blocked. These must be assumed to be the only means of escape for you and others in the event of a fire. This includes prams, buggies and cycles in hallways which form obstructions.
5. Do not place any posters on walls in hallways or leave post piled by the door.
6. Do not keep any materials that would cause a risk of fire in the property. No gas bottles or other flammable materials such as paint, should be kept or stored in our properties or any communal areas.
7. Remove all rubbish as soon as possible and place in the correct area in each property.
8. Fire systems and equipment must not be tampered with. Fire doors must not be obstructed or wedged open.
9. Do not disable or cover smoke detectors.
10. Test smoke detectors each week.

Tips on water hygiene

The water supplied to your home by the water company must meet the standards set out in the Water Supply (Water Quality) Regulations 2000.

As a customer of Redbrick Survey and Valuation Ltd, you are responsible for the hygiene of the water system within your property. Things we do in the home can affect water quality and even encourage bacteria growth, so here are some tips to help prevent bacteria growth and contamination of the water supply.

Hot and cold water system

It is advisable that you set your hot water to a minimum of 60 degrees Celsius, regardless of the type of water heater you have, as bacteria can multiply at lower temperatures. If your water is not heating up properly you should report it to your managing agent, or Redbrick if we are managing your property.

The water in your system can deteriorate if unused so when you first move into your new home or if you are away from home for long periods of time (for example holidays or hospital stays), heat up your system to the normal temperature, open up each tap and run it for at least five minutes.

Cold taps should be flushed until the water runs cold. When flushing taps and other outlets, open slowly and take care not to cause splashing or release a spray of droplets into the atmosphere.

Tap hygiene

Tap spouts on your bath, basin and sink may become contaminated from external sources. To be safe, sterilise tap spouts by wiping with a diluted bleach solution. If the tap is heavily scaled or contaminated, this can be removed using a nylon brush.

Showers

If you have a shower fitted with a flexible hose, make sure that a hose retaining ring is fitted to prevent the shower head falling into the bath water. Do not use a rubber push-on shower hose on your bath taps. Clean your shower head regularly using a nylon brush and soaking it in a bleach solution. Following a holiday or an extended period of time where the shower is not used, it is essential that the shower head be lowered into a bucket or plastic bag and the shower run to the operating temperature, whilst taking care not to release spray droplets in to the atmosphere.

Other fittings and appliances

If you have an outside tap fitted, the installation must comply with the water supply regulations and have a backflow prevention device, usually with a double check valve.

Any appliances you buy which are connected to the water supply must comply with water regulations. All domestic appliances, such as washing machines and dishwashers, will comply with the appropriate standards, but many commercial appliances do not and are therefore unsuitable for home use.

7. Frequently asked questions

1. What is an LPA Receiver?

An LPA Receiver is someone who has been appointed by a mortgage lender to collect rental payments from the tenants which are then applied directly to the landlord's mortgage account. This usually happens when a landlord has breached their mortgage conditions. By appointing a receiver of rent, a lender avoids the need to start possession proceedings, which in turn allows tenants to continue to live in the property, subject to the terms of the tenancy agreement.

2. Is my tenancy safe?

Yes, as long as you have a valid tenancy agreement and continue to comply with the terms of your Assured Shorthold Tenancy (AST) agreement.

3. Where there is an existing letting/management agent, will they continue to collect the rent and manage the tenancy agreement?

In most cases Redbrick will act as the new managing/letting agent and rent should be paid to them. Redbrick may appoint a separate managing agent to look after the property on our behalf. In these circumstances, Redbrick will write to you with details of this agent. If you have any concerns or queries then please do not hesitate to contact Redbrick for clarification. You should not make any payments direct to the landlord.

4. My landlord says I need to pay him, I am worried, what should I do?

We understand your concern, but the receiver of rent has been legally put in control and is effectively your new landlord. Redbrick (or our appointed agent) is now managing the property and must receive all rent. You must not pay anyone else any rent for the property. You should cancel any existing Direct Debit or Standing Order to anybody other than Redbrick or our appointed agent.

5. Who will deal with the problems/work needed to the property?

Redbrick, or the agent appointed by Redbrick, as managing agent will endeavour to fix any immediate problems you have.

6. Will I need to pay any rent to you as my new landlord up front?

Rent due from the date of appointment will be collected by Redbrick and a new standing order will need to be completed and sent to your bank.

7. How long will the property be in receivership?

We do not know as this is out of our control. Redbrick will however honour your existing tenancy (assuming this is valid) and your occupation of the property will not be affected. You may also be able to extend the agreement if you require.

8. Notes



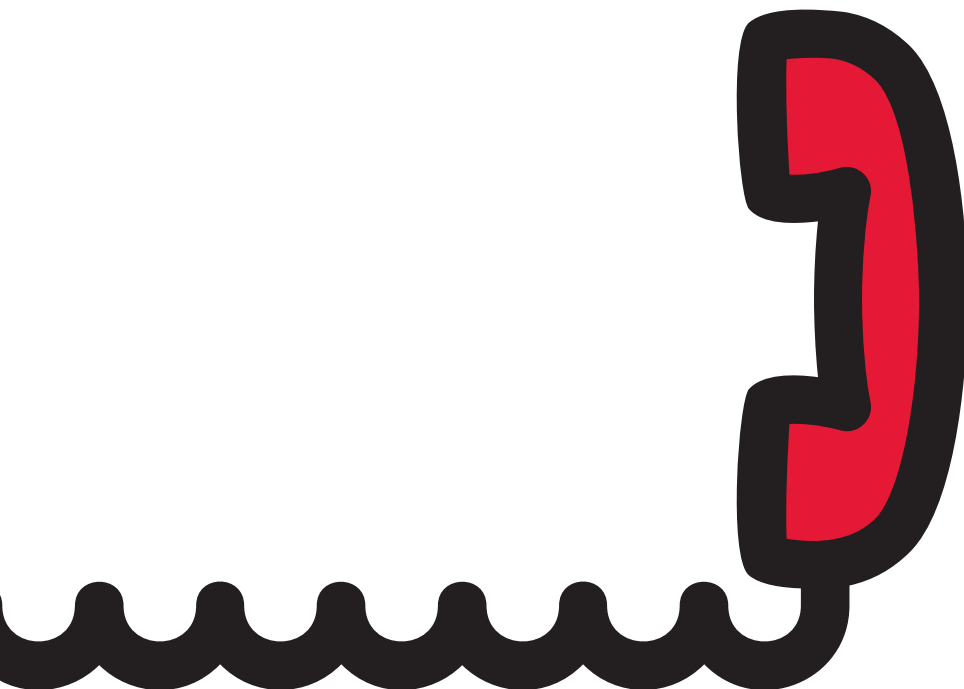
9. Contact us

Phone 0345 849 4160

Email receiver@redbricksv.co.uk

Web www.redbricksv.co.uk

Address Redbrick Survey and Valuation Limited
51 Homer Road
Solihull
West Midlands
B91 3QJ



A guide to your tenancy



redbrick
survey and valuation

Redbrick Survey and Valuation
51 Homer Road Solihull West Midlands B91 3QJ
Telephone 0345 849 4160 **Email** receiver@redbricksv.co.uk

Redbrick Survey and Valuation is part of Moorgate Servicing Limited