

TENANTS HANDBOOK

Private Residential Tenancy

CHT are acting as Letting
Agents on behalf of



CREAG MHOR GARDENS, ARISAIG, PH39 4AB



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This handbook is for guidance only and the information contained within does not form any basis of a legal agreement or contract. You should always contact your solicitor should you require any legal assistance.

Welcome to your new home!

This handbook will give you some useful information about your new home and some general guidance about managing your tenancy.

Whilst not part of your Private Residential Tenancy Agreement (PRT), the handbook sets out important information that is relevant to you, the tenant, CHT, the Letting Agents and Arisaig Community Trust (ACT), the Landlord. Always refer to your PRT for more guidance and information about your tenancy.

Please keep this handbook in a safe place so you can refer to it when you need to. We can e-mail you a digital copy if you would prefer.

If you need to speak to us about your property or your Tenancy Agreement please contact us by any of the means on the front cover.

Should you want more detailed legal information or opinion, you can seek more specialist advice from your solicitor.

Customer care

Our customers include tenants, purchasers of plots and houses, people making inquiries about our range of services, partners we work with and our colleagues. They are the most important part of our business and CHT is committed to providing a responsive, efficient and cost effective service to all our customers. We are committed to the following standards of customer care, which every customer can expect:

- We will be courteous and fair to customers, and do our best to help. In return, we expect customers to be courteous towards us.
- We will not discriminate against anyone regardless of age, disability, gender, race, sexual orientation, marital status, nationality or religion.
- We may invite you to take part in a review of our services, and your views will be key in any decisions taken to change or maintain current arrangements.
- Customer feedback on the service we provide will be regularly requested and always be welcome.
- We continually train, develop and equip our staff with the skills to undertake our commitment to you.
- Our offices will be welcoming and accessible. Our office is located on the second floor and there is a lift available.
- You can arrange a meeting with a specific member of staff, or we can arrange to visit you at your home, office or site.
- We treat all customers fairly and respect confidentiality at all times, giving clear reasons for any decision we make.
- We offer a clear and accessible complaints procedure, and we will use feedback to continually improve our service.

Letting Agency Role

Arisaig Community Trust is a Registered Private Landlord, registration number:
516381/270/23012

CHT are registered as Letting Agents, No: **LARN1906024**

You can find out more about Landlord Registration on the Scottish Government website: <https://www.gov.scot/policies/private-renting/>



Communities Housing Trust have two registered Letting Agents and are also members of the Council of Letting Agents.
<https://scottishlandlords.com/council-of-letting-agents/>

As well as being Landlords ourselves, CHT provide a Housing Management service to Community Companies across the Highlands, marketing, allocating and managing properties on their behalf.

We are supported by Landlord Accreditation Scotland who provide up to date information to all its members on changes in legislation and letting practice, as well as providing training courses for best practice <https://www.landlordaccreditationscotland.com/>

Housing Management Agreement

CHT have a Housing Management Agreement in place with ACT for the management of their rental properties. This agreement will be reviewed annually and you will be notified of any changes in management or reporting of specific issues within the agreement. CHT should be your first point of contact regarding your tenancy and the property. CHT will then liaise with ACT where appropriate.

The Housing Management agreement with ACT comprises:

- Marketing and allocation of property
- Issue of all relevant paperwork relating to new tenancy
- Management of rent account (excluding collecting rent and deposit payments)
- Repairs and maintenance management including, servicing, reporting and instruction of repairs
- Property inspections as required
- Appropriate action with breach of tenancy agreement
- End of tenancy administration and management of voids
- Any other housing management services and enquiries as required, as detailed in the PRT

Private Residential Tenancy Agreement



The Scottish Government introduced Private Residential Tenancies from 1st December 2017, replacing the Short Assured Tenancies previously used for letting property

The key differences of the new PRT are:

- the tenancy is open-ended and can only be ended when the tenant gives notice to the landlord or the landlord give notice to the tenant using one of 18 grounds. You can view these in your agreement or here: <https://www.gov.scot/publications/private-residential-tenancies-tenants-guide/pages/grounds-for-eviction/>
- protection from frequent rent increases – your rent can't go up more than once a year and you must be given at least three months' notice of any increase
- if you've lived in a property for more than six months, landlords have to give 84 days' notice to leave (unless it's because you've done something wrong)

The PRT you receive will be from the Scottish Government 'model private residential tenancy agreement' plus any additional clauses relevant to your property; and the Easy Read Notes to accompany it. If you do not have both documents, please let us know immediately.

You will receive two copies of the PRT agreement. Sign both and return one to us. You should keep your copy somewhere safe in your home.

If a tenancy agreement is in joint names, both tenants have exactly the same rights and responsibilities for paying rent and keeping to the terms of the PRT. We can enforce the terms against one or both tenants

The PRT confirms that the tenant can receive notices and letters by email or letter, unless otherwise agreed with the tenant. If your contact details change, please advise us as soon as possible

The PRT contains mandatory clauses laid down by law and discretionary clauses that CHT has chosen to keep. If you are not happy with the terms of your lease, you can read how to appeal it in the Easy Read Notes

For further Tenancy Agreement information please read sections 9, 10 & 11 of your Tenant Handbook

What to do when moving in

There are some things that you need to do at the start of your tenancy and also people you need to contact to let them know that you are the new tenant.

Please use the checklist below to check that you have notified all the relevant providers, etc. Please let us know as soon as possible if there are any issues with the property once you have moved in.

We will also provide you with an inventory that you should check and return to us. Photos can be taken where required. This will be used for reference should you end your tenancy regarding the return of your deposit.

On the day you move in:

Make first rent payment - payment details in Section 5

Take meter readings - notify current provider and CHT

Flush through water system

Switch on all breakers

Switch on heating system

Notify Local Authority that you are the new tenant

Notify utility providers

Complete inventory and take photos

Rent and other payments

When is my rent due?

Details of when your rent payments are due will be detailed in your Private Residential Tenancy Agreement. If a part payment is due, this will be calculated and included in the PRT. Please note that we do not usually apportion payments should you give up your tenancy on a different date to when your rent payment is due.

How much is my rent?

Your monthly rent payment will be detailed in your PRT.

Do I have to pay a deposit?

ACT charge a deposit of one months' rent. The deposit will be held by Safe Deposits Scotland and details will be provided prior to your tenancy starting.

Will my rent increase?

The rent payment can only be increased once a year. If there is an increase in your rent we will give you at least three months written notice. We will apply a fair increase to your rent. If you are unhappy with the rent increase, the PRT sets out the process if you wish to appeal against the increase.

Are there any other payments associated with my tenancy?

The PRT will confirm if there are any other charges payable eg: factoring charges, payments for septic tank emptying & maintenance, and you will be advised of these prior to your tenancy starting. You will also be responsible for paying:

Council Tax*:

Please ensure that you notify the Local Authority, when you move in, that you are the new resident.

Council Tax contact number: 0800 393811 or email operations.team@highland.gov.uk

Utility Bills:

Please ensure that you notify all utility providers that you are the new resident and provide them with the meter readings that should be taken on the date you start your tenancy. You can change to a utility supplier of your choice from the current provider.

Fuel Supply:

If your property has an oil/calor gas, coal fire, wood burning/multi fuel burning stove you will be responsible for ordering and paying for the oil and fuel supply. Please replace the oil or calor gas to a similar level that was provided at the start of the tenancy.

Payment information

Account number: 67326442

Sort Code: 08-92-99

ARISAIG COMMUNITY TRUST - HOUSING

Ref: [your name/property]

We would prefer that tenants set up a monthly standing order for their rent payments. Please contact us if you wish to discuss an alternative payment plan

We no longer accept cheques and are unable to accept cash.

**Please advise the Local Authority if your property is served by a septic tank/waste water treatment plant as your Council Tax payment will be reduced to reflect this.*



What happens if I can't pay my rent?

It is important that you keep up to date with your rent payments. If you are having, or you think you may have, difficulties paying your rent you must let us know and contact us as soon as you can. You can talk to us in confidence.

If you have accrued arrears on your account, we will look at your circumstances and we can agree a repayment plan based on how much you can afford to pay to cover the arrears and pay your rent. You can find out if you are eligible for help towards your housing costs here: <https://www.mygov.scot/claim-housing-benefit/>

Please remember the sooner you talk to us the sooner we will be able to help you. If you fall into more than 3 months arrears the Landlord can take action to end the tenancy and we want to avoid this if at all possible.

Difficulty in paying your rent



We understand that circumstances change and this may result in financial struggles from time to time. If you find, or you think that you may find, it difficult to meet your rent payments, you must let us know as soon as possible.

We do not wish to see any of our tenants accrue arrears and the sooner you talk to us, the sooner we will be able to help you. We can discuss your circumstances and make arrangements to make paying your rent easier or direct you to financial advice and assistance. You can talk to us in confidence.

Universal Credit

Should you find that your income has been affected and you cannot meet your rent payments in part or in full, you should contact <https://www.gov.uk/universal-credit/eligibility> to find out if you are eligible for Housing Benefit or Universal Credit. It is important that you do this as soon as possible as the application may take some time to process. However, if you are successful, back payments will be made to the date you applied. CHT charge rents that fall within the Local Housing Allowance which means that the whole amount may be met by Universal Credit, depending on your financial circumstances. You need to apply for this online - if this will be difficult for you, please contact the UC helpline 0800 328 5644 or Citizens Advice Service 0800 023 2581. Universal Credit can be paid directly to the landlord and you will need to advise that you want this to happen in your application. It is also important to update your Universal Credit account as and when your financial situation changes.

Other financial assistance available

You may be eligible for Discretionary Housing Payments which are paid through the Local Authority and is an additional sum of money paid to you if you are receiving Housing Benefit and require additional help to meet your housing costs. Tenants living in the area can find further info at https://www.highland.gov.uk/info/701/council_tax/412/housing_benefit_and_council_tax_reduction/7

There are a number of organisations available to provide advice

- <https://www.moneyadvicescotland.org.uk/>
- <https://www.citizensadvice.org.uk/scotland/housing/renting-a-home-s/rent-arrears-s/>
- https://scotland.shelter.org.uk/housing_advice/paying_for_a_home/housing_benefit/universal_credit

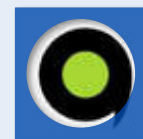
<https://www.citizensadvice.org.uk/scotland/debt-and-money/budgeting/> to help you manage all your living costs



<https://www.homeenergyscotland.org/> provides practical advice on cutting your bills and making your home more energy efficient



<https://energyadvice.scot> has the most up to date information on assistance available to help with rising energy costs



! As per your lease agreement, if you fall into more than 3 months arrears, CHT can take action to end the tenancy and may make an application to the First-tier Tribunal for Scotland (Housing and Property Chamber) to recover the debt and/or to start eviction procedures.

<https://www.housingandpropertychamber.scot/>

Airtightness

Why do I need mechanical ventilation?

Scotland's Building Standards were updated in 2010 to reflect a drive to cut carbon emissions from buildings and as such contractors are now obliged to construct to a very high level of air tightness.

While this is beneficial to Scotland's move to zero carbon development, it does pose new problems within domestic dwellings, namely a potential build-up of condensation through day-to-day living

Where once buildings were constructed with vents in walls, floors and ceilings providing natural ventilation from the outside environment, new builds require to be fitted with mechanical ventilation in the form of trickle vents, extract systems and fans. It is imperative that these are used to keep air moving in and out of the property and preventing moisture build up.



(Photo: wikihow.com)

As condensation can only form if there is a cold surface where the moisture can pool, keeping windows and walls warm is essential. It is advisable to keep the property at an even temperature throughout, ie: not allowing it to cool down then blasting the heating.

Did you know?
4 people living in a 3 bedroom property would create 112 pints of moisture a week just by breathing, cooking, showering and boiling the kettle!
(Envirovent)

So how do I stop condensation?

Every home has moisture in it – from our own breathing, particularly at night, to plants & pets to drying washing, as well as obvious steam from cooking and washing.

Where it becomes a problem and turns to condensation is when it has nowhere to go.



Photo: Sergey Lavrentev/Shutterstock

Some simple changes that are easy to incorporate into daily life can have a big impact on managing moisture in modern properties

- 💧 Use heating and ventilation as specified by manufacturers - this is essential to counteract the airtightness of the building
- 💧 Leave all trickle vents open 24/7
- 💧 Keep an even temperature across the home and leave doors open where possible
- 💧 Avoid overfilling storage areas to allow ventilation in wardrobes and cupboards
- 💧 Keep furniture 50mm or so away from external walls to prevent dampness being trapped behind
- 💧 Open blinds and curtains daily and windows regularly
- 💧 Dry washing outside where possible or use condensing tumble driers/vented to outside
- 💧 Close doors and open windows when cooking or showering

Further information

Scottish Building Standards: Airtightness

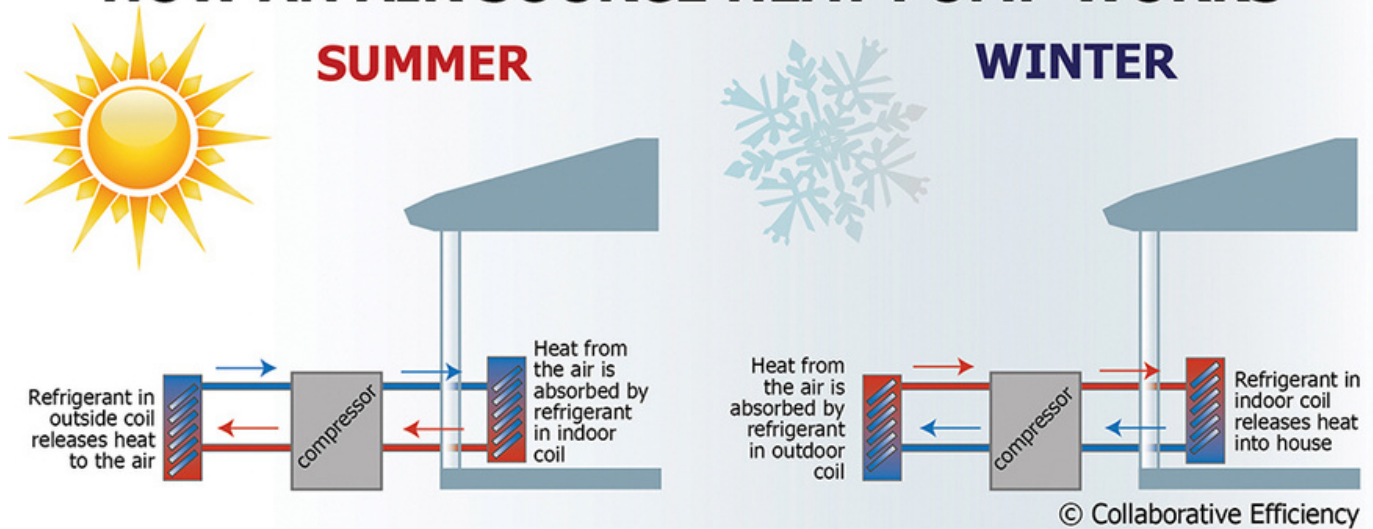
www.bsria.co.uk/goto/at-guides

Reducing condensation -

<https://www.envirovent.com/blog/14-ways-to-help-reduce-condensation-in-your-property/>

Air Source Heat Pump

HOW AN AIR SOURCE HEAT PUMP WORKS



How does it work?

An Air Source Heat Pump (ASHP) extracts heat from the outside air in the same way that a fridge extracts heat from its inside. Although they do not burn any fuel, they do have some environmental impact as they require electricity to power the units. One of the benefits of ASHP heating is that they can better deliver heat at low temperatures over much longer periods. You should see lower fuel bills but this will depend on what the alternative source of heating would be. Costs are lower compared to electric or oil fired heating systems.

Caring for your ASHP

You are advised to check annually that the air inlet grill and evaporator are free of leaves or other debris. Any plants that have started to grow near the heat pump unit will also need to be removed. A more detailed check by a professional installer every three to five years should be sufficient. Heat pump systems typically come with a warranty of two to three years. You can expect them to operate for 20 years or more, however they do require regular scheduled maintenance.

To prevent the heat pump from freezing in cold winter weather anti-freeze is used. Levels of anti-freeze and its concentration is one of the things that a professional installer will check when they come to service your heat pump.

You may also be advised by your installer to check the central heating pressure gauge in your house from time to time. If so, you should be shown how to do this.

Air to Air

This can be a wall or floor mounted unit and there will generally be one or two units in total, depending on property size and layout, rather than a unit in each room. The filters inside the unit need regular cleaning to allow the system to work efficiently. Every 2 weeks, remove the filters, vacuum off dust or wash gently with warm water, dry thoroughly and replace. Use a soft cloth or duster to clear dust from the fins as required.

Air to Wet

This will look much the same as a traditional wet central heating system. The main differences are that radiators tend to be larger and they will not get very hot - rather they are designed to keep an even temperature for a longer period of time. You can change the room temperature using radiator valves or, for the whole home, by adjusting the main thermostat by 1 or 2 degrees at a time.

Air to Underfloor Heating

These systems don't generally require much maintenance. To keep it working efficiently, it is recommended that you:

- Set the programmer for regular times
- Don't set the thermostats too high - around 20-21°C
- Don't switch the heat pump on and off frequently

Did you know?

ASHP's can extract heat from the air when the outdoor temperature is as low as -15°C

Energy Saving Trust

Further information on your heating system can be found in your property file.

Repairs & Maintenance

The Repairing Standard

As a private landlord, CHT must ensure our properties meet the Scottish Government Repairing Standard which states:

- The property must be wind & watertight and reasonably fit for human habitation
 - The structure & exterior must be in a reasonable state of repair & proper working order
 - Installations for supplying water, gas & electricity and for sanitation, space heating and heating water must be in a reasonable state of repair & proper working order
 - Any fixtures, fittings & appliances the landlord provides must be in a reasonable state of repair & proper working order
 - The property must have a satisfactory way of detecting fires and for giving warning in the event of a fire/suspected fire
 - The property must have satisfactory provision for giving warning if Carbon Monoxide is present in a concentration that is hazardous to health
- !** If you have concerns about our property not meeting this standard, you have the right to apply to the First Tier Tribunal for Scotland: 0141 302 5900 www.housingandpropertychamber.scot

Reporting repairs

Repairs should be reported to CHT promptly by contacting the office Mon - Fri, 9am - 5pm using tenants@chtrust.co.uk or on **01463 233 549**. Tenants must allow access for repairs, maintenance and valuations. CHT will give a minimum of 48 hours notice for routine R&M except where urgent access is required. CHT will only access the property without permission in an emergency

Out of hours

Hanover Commercial manage emergency repairs only on behalf of CHT during evenings, weekends and holidays.



0345 600 1463

Please read on for further information on Hanover

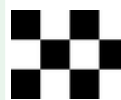
Useful numbers for emergencies

British Gas	0800 048 0202
BT	0800 800 150
Scottish Water	0800 0778 778
Scottish Hydro Gas	0800 111 999
Electric	0800 300 999

In case of emergency



Call the fire brigade immediately if there is a fire/risk of fire. Notify CHT of any fire damage to the property




You must report to the police any criminal damage to the property and notify us, providing the Police Incident Number




Turn water off at mains if water supply freezes. Drain all water through cold taps only (do not open hot taps as the hot water cylinder may collapse if pipes feeding it are frozen) and store in bath for washing/flushing. Leave your heating on low if you are away during spells of cold weather

Repairs & Maintenance continued


Landlord responsibility




Electrical testing Fixed Wire Testing is carried out a minimum of every 5 years. Smoke, heat and CO alarms are included in this testing. While we don't generally provide any portable electrical appliances, where there are such items we will have them PAT tested annually




Gas Safety Properties with a mains gas supply will have an annual inspection carried out by a Gas Safe Registered engineer. You must allow access for this to be carried out



EPC Energy Performance Certificates are issued with each new build or refurbishment and last for 10 years. The laminated certificate must be kept with the boiler



Pre-tenancy/end of tenancy We will carry out inspections at the end of each tenancy and prior to a re-let to identify any works which need to be carried out



Legionella We have a duty to assess and control the risk of exposure to legionella and will arrange for routine inspections

Contractors

CHT have a database of approved contractors. However, due to the very rural locations of many of our properties, we are always looking for recommendations of local trades persons. Please let us know if you can recommend anyone.

We will pass on tenant details to our contractors so they can arrange access for repairs but we will let you know who will be contacting you.

We would expect contractors to prioritise emergency call outs and in all other cases to respond as soon as is reasonably practicable.

TENANT responsibility



Legionella To help reduce any risk of exposure, you can:

1. run little used outlets weekly
2. disinfect shower heads quarterly
3. flush the system if you have been away for longer than 1 week



CO detectors Carry out testing as per manufacturers guidelines. We will replace them when they expire.

Smoke detectors

1. Carry out testing weekly
2. Change the battery annually (unless it's a 10 year alarm). Never leave it without a battery
3. Hoover out dust every 6 months

Private landlords are required to provide you with copies of all inspection reports, which you should file with your tenancy information

If you notice any damage or defects with any of the systems provided in your home, you must notify us immediately and cease use if unsafe

What are tenants responsible for?

CHT expect all tenants to take care of their home and any grounds. You must not cause damage to the property, fixtures & fittings nor allow others to do so.

Your tenant handbook and tenancy agreement detail policies on keeping pets, alterations, etc and use of systems provided with the property such as heating or waste management. Along with the handbook, you will also be supplied with manufacturers guidance on use and care of these systems.

Tenants will be re-charged where repairs are required due to their actions.

Reporting defects

All new build properties remain "under defects" for one year from the date of handover. This means that the build contractors are liable for attending to faults in the property in the first 12 months. We would ask all tenants in a new property to keep a note of all snagging items as they come up.

Defects should be reported to the Housing Management team and they will liaise with the Landlord and the development team to rectify these with the contractor. Defects such as cracking, will not be dealt with immediately and will be reviewed at the end of the defects period to allow the property to fully settle. Defects such as faulty equipment, leaking pipes, etc will be reported to the contractor and they will be expected to remedy as soon as possible. Out of Hours emergency repairs should be reported to Hanover who will be advised that the property is still under defects and should contact the contractor in the first instance.

What can you expect in the first year

Property

It is likely that new builds will develop cracks to the internal walls, particularly at corners, as the property "settles". This is to be expected and should be monitored throughout the first year. It is helpful to take photos as you notice these cracks, and at regular intervals, to determine how they are developing. You may also notice "nail pops" as plasterboard screws move with the walls.

Although you have a brand new property, systems and fittings can, and do, fail. Please let us know about faults as soon as possible and we will liaise with the contractor to arrange repair or replacement.

If handover takes place in the winter months, finishes such as external painting or rendering may be delayed until the springtime.

Grounds

Like external works to the property, homes completed in winter may not have gardens completed (grass seeding, etc as specified) until the weather starts to improve. All new grass, whenever it is laid, takes time to become established and you are likely to experience some issues with drainage during periods of heavy rain until the root system matures.

End of defects

An end of defects inspection will be arranged between CHT, the tenants and the contractors when the first year comes to an end. We will send you out a defects pro forma in advance of this where you can detail any issues you have noted.

Living in the property

Heating and ventilation

It is important that heating and ventilation systems provided in the property are used as per manufacturers guidance. The system may be unfamiliar to you and we are happy to arrange a heating demonstration for you with the installation engineer. The contractor will not accept liability for damage caused to the property through improper use of the systems provided.

Decorating/ Fixtures & fittings

You may fit flooring and items such as blinds, picture and mirror hangings, bathroom accessories, however, damage caused to the walls by this (eg: removing skirtings to fit laminate flooring) will not be accepted by the contractor.

Please refrain from repainting in the first year.

Emergency repairs

Out of hours

Hanover Commercial manage emergency repairs on behalf of CHT during evenings, weekends and holidays.



0345 600 1463

IS YOUR REPAIR AN EMERGENCY?

Before calling the emergency out of hours service, you need to ask the following questions:

- Is there a serious health and safety risk?
- Is there a risk of serious structural damage to the property?
- If your heating isn't working do you have an alternative you can use – ie: wood burning stove/portable heaters?
- If your toilet is blocked do you have a second toilet in the property you can use?

WHAT HAPPENS IF I CONTACT HANOVER COMMERCIAL AND THEY TELL ME MY REPAIR IS NOT AN EMERGENCY?

Hanover Commercial have been instructed by CHT that a contractor should not be called out to attend to a non-emergency repair. Therefore, if your repair does not fit within the defined criteria, you will be advised to report the repair to CHT staff once the office re-opens.

The telephone number is a dedicated number for CHT tenants only, so Hanover call centre staff will know you are one of our tenants. You will need to provide them with:

- Your name and address
- Your contact details
- The nature of the repair
- Access arrangements

FIRE - If you cannot safely extinguish the fire yourself, leave the property and call 999 immediately

GAS LEAK - If you smell gas, contact Scottish Gas Network immediately 0800 111 999

POWER CUT - Check the switches haven't tripped on the main fuse board. If your neighbours lights are also off, it is likely there is a fault with the electricity network. Contact SSE 0800 300 999

NO WATER SUPPLY - Contact Scottish Water 0800 0778 778

BURST PIPES: Turn off the water at the stop cock – this is usually located near the sink.

FROZEN PIPES: Turn off water main at stop cock. Turn off heating and immersion heating and let any solid fuel fire (where there is a back boiler) die down

CHT will provide Hanover Commercial with a list of contractors, who can attend to out of hours' repairs. If the contractor does not answer the call, reasonable time will be allowed for the contractor to call back, particularly in areas where mobile signal is poor.

Depending on the nature of the repair Hanover staff will decide on how long they will wait before they try and contact the next contractor on the list. Hanover staff will let you know who they have contacted and they will pass your contact details to the contractor to contact you direct and arrange access. They will ask the contractor to confirm they have attended to the emergency repair.

Alternatively, if you know of a contractor or able person who can deal with the repair quickly you can contact this person direct and let us know about this when the office re-opens.

Property maintenance - responsibilities

Please find below a table detailing where responsibility falls throughout your tenancy.

ITEM	Landlord	Tenant	COMMENT
Smoke and CO alarms		•	You should replace the batteries where required and not leave alarms without power for long periods of time. You are responsible for regular testing, we will replace as required. Please notify us if a detector has passed its expiry date
Keys		•	You are responsible for all keys given to you and must provide replacements if you require the locks to be changed or you lose any keys. You must ask permission if you want to make copies
All locks	•		Only where faulty
Doors (internal and external)	•		Unless damaged by you
Door handles and latches	•		Unless damaged by you
Windows (frames and panes) inc. glass in doors	•		Unless damaged by you
Bathroom accessories (toilet seat, shower curtains, fitted mirrors)		•	We will replace bathroom furniture (sinks, baths, etc) unless damaged by you. Accessories are your responsibility
Lights (internal and external)	•		You should replace blown lightbulbs in the first instance and report any faults thereafter
White Goods	•		Should you have an integrated hob/oven, etc provided, we will repair or replace as required, unless damaged by you. Should previous tenants leave items that you choose to keep, the Landlord will not be responsible for their upkeep.
Pests		•	You are responsible for all pest ingress, such as wasps, mice, ants
Gutters and drains	•		If blockages are caused by neglect on your part, you will be charged for the cost of clearing it—ie: if you have flushed wipes down the toilet, not kept gutters clear of leaves, etc.

Living in your home

It is your responsibility to keep your house, garden and common parts in a reasonable, neat and tidy condition. It is also your responsibility to ensure that you and any person living with you, or visiting your home does not cause any nuisance or annoyance to your neighbours, or allow the property to be used for illegal or immoral purposes. The terms of the Tenancy Agreement will enable us to take appropriate action if there is any cause for concern.



You need to ask our permission for:

Keeping pets

Please refer to your Tenancy Agreement for any limits which may apply. If you want to fit a cat flap/erect an outside kennel, please contact us to request permission. Please be considerate to your neighbours and keep your pet(s) under control and do not allow your pet(s) to be a nuisance.

Smoking

Smoking is not permitted either by tenants or visitors to the property, without prior written consent from CHT.

Re-decoration/alterations

You must always ask our permission if you wish to make any alterations or improvements to your property, eg: fitting built-in wardrobes, changing light fittings, painting and decorating, erecting garden sheds or fences. We will not unreasonably withhold permission, but if we do, we will let you know why.

Operating a business from home

The Tenancy Agreement advises you that the property should be used for residential purposes only and not primarily for business purposes. CHT recognise that some tenants will be self-employed and, in some cases, this is how our tenants earn their living. If CHT are not already aware of your business arrangements you must ask our permission to operate your business from the property. We will not unreasonably withhold permission. Please also check that you have adequate insurance cover on your property for using your home and a business/office. If running your business from the property causes nuisance or causes damage to our property or surrounding land, we will be entitled to ask you to stop running the business from the property, under the terms of the Tenancy Agreement.

Living in the property

Insurance

Please ensure that you have adequate contents insurance in place. CHT will insure the building during the length of your lease.

Using the heating/hot water/ventilation systems

If you require further guidance on using these systems please contact us.

The energy supply to your home will be set up on the most economic energy tariff. However, if you change your supplier we suggest that you ensure that the tariff they are charging is the most economic for your property.

Storage of items in loft spaces

Building control regulations stipulate that lofts in new build properties must have a certain level of insulation provided. Putting items on insulation weighs it down and reduces the effectiveness therefore you will not be able to use it for storage, even if you put boards on the joists. If you wish to use the loft for storage, please contact us to discuss your options further

Hazardous materials

You must not keep any hazardous materials or combustible materials in the property (with the exception of normal and safe storage of petroleum and gas for garden appliances). You must not put any harmful or corrosive substances down drains or any sanitary items or wet wipes down the toilet.

Grounds & Gardens

What can I expect in the garden of my new build property?

The finish and specification of garden areas in our new properties will vary from development to development. Some of our properties are built in rural locations, where ground conditions may be peaty or boggy and will need additional care and attention by our tenants to create a finished garden. We will always expect our contractor to de-stone (as much as possible – see care of gardens section), rake and level the garden areas. Where possible, we will ask the contractor to grass seed or turf. You will be advised of this at the time you start your tenancy of the finish of the garden areas. CHT will take handover of the properties, satisfied that the gardens have been finished to our required specification.



It is the responsibility of the tenants to look after the grounds & gardens provided with the property. This includes grass cutting, strimming, hedge trimming, weeding of paved areas, clearing of leaves. It may also include repeated grass seeding and removal of further stones that will come to the surface over time.

You must ask our permission if you wish to build a shed, greenhouse, raised beds, dog kennel, large child's play apparatus or trampoline and other such large items. We will not unreasonably withhold permission and we will give you reasons why if we cannot meet your request. Large sheds and carports may require planning permission and it would be your responsibility to ensure you have complied with all building regulations once you have our permission to continue

Your property will be provided with a boundary fence, generally of post & wire type construction on new builds. If you wish to change the type and/or height of fencing, please let us know.

We will provide you with some means of drying washing - either a rotary drier or a washing line. We will replace washing lines where required ie: storm damage, but you are required to keep them in good condition

What should I do to ensure the garden becomes established?

We would ask that you read the guidance detailed below which will assist in the establishment of your garden. During the defects rectification period, the contractor will not be liable to carry out remedial works on gardens where problems have been caused by a lack of care and attention by a tenant.

Lawns and Turfing

Any new lawn or turf is going to need a level of attention and some time invested in caring for it. This will ensure that grass grows and the weeds are kept at bay. Young grass is not yet tough enough to withstand the onslaught of feet, animals and ball games so we recommend that you try and minimise traffic on the grass until it is well established. Frequent and light irrigation, and regular watering in the warm weather will also assist in grass developing and growing successfully.

De-stoning

The contractor will have de-stoned all of the garden areas. However, it is natural that stones will come back up to the surface, over time, so please remove these yourself as and when they appear.

Drainage

We expect the contractor to provide adequate drainage for any garden area. As the grass grows, a well established grass root system will assist in the natural drainage in gardens. Where there are periods of heavy rain fall it is likely you will experience ponding on the ground until the garden becomes more established.

Shared areas

What are my responsibilities for facilities shared with other tenants?

Your property may have a shared garden, drying facilities, parking area, cycle shelter, bin store or, for flats, shared stairwells and common areas. Tenants will be expected to take equal responsibility for all shared facilities.



PARKING

- Where parking is provided but not allocated to each property, this should be used considerately. ie: if there are three spaces to three properties, it would be assumed as one space per property. Should one household have no car and another two cars, it would be expected that all neighbours are consulted before one household takes use of two spaces. CHT would ask all tenants to agree this between themselves in the first instance and would only intervene and offer mediation where a complaint is made.
- If parking is allocated to each property, this will be marked on a plan provided to you at the start of your tenancy. Please only use your allocated spaces for parking.
- Guests should be asked to park courteously when visiting the property - tenants are responsible for the actions of their visitors.
- Vehicles which are not roadworthy should not be parked in the parking area.

COMMUNAL GARDEN AREAS

It is the responsibility of all tenants to keep these areas tidy and free of animal fouling. Details of any grounds maintenance contracts will be provided at the start of your tenancy otherwise, grass cutting, weeding, etc, is the shared responsibility of all tenants with access to the garden space.

DRYING AREA

Please be courteous to other residents with the use of shared drying lines. All tenants are expected to manage this between themselves.

BIN STORE

Communal bin stores will be marked on the property plan provided to you. Please ensure that shared bin store areas are kept tidy and rubbish is put in the appropriate bin. You are responsible for putting out your own bins for the refuse pick up.

BIKE STORAGE

Communal bike storage areas will be marked on the provided plan and details of who has the right to use this facility will be detailed in your lease. Please ensure that this area is kept tidy and only bikes are stored in this area.

SEPTIC TANKS

Where more than one property is serviced by a septic tank, one property will host the metering apparatus and all households will be required to pay an equal share of the cost of emptying. Full details will be provided in your lease and tenancy letter.

Tenancy Management

Both Landlords and Letting Agents have a responsibility to manage your tenancy in a fair and reasonable manner, and we expect our tenants to abide by the terms of their Tenancy Agreement.

If we require access to your property for any of the reasons detailed in your tenancy agreement (eg: repairs, inspections) we will give you 48 hours notice. However, in the event of an emergency repair no notice is required.

If you have any queries in relation to your Tenancy Agreement, or want us to provide you with some assistance or support in managing your tenancy, please contact us.

Changes to the tenancy

Can I sub-let my property?

The Tenancy Agreement confirms that your property should be used as your sole and principle residence. Therefore, you cannot assign or sub-let your property to another party. If there is a genuine need for you to request to sub-let your property for the short-term, where you might have to work away for a short period, we may consider your request. You would need to make this request in writing - please note we are under no obligation to give permission for such an arrangement. In the event that the tenancy is in your sole name and a non-related adult (eg; not the spouse, civil partner or dependents ie: children) wishes to live in the property then the main tenant should seek permission from the landlord and also accept responsibility for their actions.

Can I change the names on Tenancy Agreement?

Please contact CHT if any of the following situations occur and your individual requirements will be fully discussed in confidence:

- The Tenancy Agreement is only in my partners name - although we took the tenancy together – what happens if we separate and agree that I should continue staying in the property, as we have children?
- The tenancy is in joint names and my partner wants to give up the tenancy but I wish to remain in the property - can I change the Tenancy Agreement just into my name?
- The Tenancy is only in my name - I am now in a new relationship. I would like to add my partners name to the Tenancy Agreement - can I do this?

Do I need to let you know if other people are living in the property?

Yes, you must advise us if any person over 16 that is occupying the property as their main and principle home. If they leave you must also advise us accordingly. You must not allow the property to become overcrowded.

Ending the tenancy - tenant

What happens if I wish to end the tenancy?

- You need to give us a minimum of 28 days notice in writing to terminate the tenancy. Please refer to your PRT for further guidance on ending your tenancy and notice periods.
- To end a joint tenancy both tenants must agree to end the tenancy
- We will arrange to undertake an end of tenancy inspection on the property. Any tenant damage identified, that does not constitute fair wear and tear, will be noted and you will be asked to rectify prior to leaving the property.
- Where CHT will deem it necessary to deep clean the property because of pets or smoking the tenant will be recharged for this.
- Prior to leaving the property please ensure that you empty all cupboards, sheds and loft space and the property is left in a clean and tidy condition.
- Please remember to return all the keys to us. Please notify all your utility providers and the Council Tax of your move and arrange for your mail to be re-directed.

Can anyone else inherit my tenancy if I die?

If a tenant dies whilst they are the only tenant under a PRT, a partner, family member or carer can inherit the tenancy (as long as they did not inherit the tenancy from someone in the first place) under certain conditions. The PRT details these conditions.

Ending the tenancy - Landlord

How can the Landlord end the tenancy?

- The Landlord can give notice to end the tenancy using any one of the 18 grounds for ending the tenancy. The grounds for issuing a Notice to Leave, are detailed in the Tenancy Agreement.
- The amount of notice required depends on the grounds for ending the tenancy and how long the tenancy has been running for.
- If the tenancy has been running for less than 6 months, the Landlord must give at least 28 days notice to leave.
- If the tenancy has been running for more than 6 months, then the tenant may be entitled to up to 84 days notice to leave.
- These timescales depend on the grounds of the Notice to Leave—please refer to your PRT for further guidance on notice periods, grounds for eviction and timescales.
- All correspondence to the tenant with regard to ending the tenancy will have to be served in accordance with the terms of the PRT.
- Where there is a dispute about the Notice to Leave the landlord can apply to the Private Landlord Tribunal for their intervention.
- Please refer to your Tenancy Agreement for more details on the mandatory and discretionary grounds.

GET IN TOUCH:

For any property or tenancy queries, please contact our Housing Management Team

Helen Mackie, Housing Management Officer

helen.mackie@chtrust.co.uk

Melanie Davidson, Housing Management Assistant

melanie.davidson@chtrust.co.uk

www.chtrust.co.uk

info@chtrust.co.uk

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