

# Mckinley Residential Tenant Guide: East 15 Students

To assist you in getting the most out of your tenancy we have produced this Tenant Guide, covering the most frequently asked questions from A-Z.

## **Broadband Installations**

Individual tenancies: Broadband is provided and included in the monthly rent. Disclaimer: Mckinley Residential are not responsible for standard or service provided by your broadband supplier. Upon request we can give you the account details for any issues that occur during weekend. We are happy to help with any issues that occur during the working week (Monday-Friday 9am-5.00pm).

Joint tenancies: tenants are responsible for installing broadband internet to their properties.

## **Change of Tenant**

Once you have entered into a tenancy agreement, you are bound by the terms and conditions until the last day of the lease. Please refer to our Frequently Asked Questions regarding the 'Swap a Room Scheme'.

## **Decoration**

You are not permitted to carry out any alterations or redecorate at the property without the Landlord's permission. Should you wish to make any changes to the property, you must inform us in writing and wait until permission is given before any work commences. If you carry out alterations or redecorate without permission, you will be charged for any costs associated with returning the property to its original state. If posters are put up with blue tack/sellotape these will remove paint work when removed, you may be liable for the cost of re-painting if this occurs.

## **Deposits**

We are required to pay a security a deposit for every tenancy, which is equal to 5 weeks' rent. The deposit is subject to allowable deductions, such as cleaning costs, damage to the property, missing inventory items, rent, and unpaid invoices. Your deposit is refundable only after you have vacated the property. Your deposit is held with the Deposit Protection Service (DPS).

## **Deposit Return**

Your property will be inspected after you leave, you are expected to return the property in the same condition that it was handed over to you (excluding general wear and tear). Deductions may be made from your deposit should there be rent arrears, breakages, repairs, cleaning, damage caused to fixtures and fittings, non-returned keys (leading to lock changes) and replacement items from the inventory.

We strongly advise that you:

- Ensure your rent is paid up to the last day of your tenancy
- Attend to all cleaning required

- Ensure all items of the inventory are present in good condition and in their original location
- Advise the utility companies, (for Gas, Electric, Water) and the Council in writing that you have left the property, and settle all outstanding charges (joint tenancies only)
- Notify Mckinley Residential of the final meter readings as you leave (joint tenancies only)

### **Emergency Repairs**

Maintenance issues and non-urgent repairs can be reported via our maintenance software 'Fixlo' via [www.mckinleymaintain.co.uk](http://www.mckinleymaintain.co.uk)

For EMERGENCY repairs please contact the office on 020 8418 0846 where you will be provided with an out of hours contact number. This is for genuine emergencies only.

Non-urgent repairs reported as an emergency will result in out of hours call-out charges being incurred. If you smell gas you must call the NATIONAL GRID on 0800 111999.

If you are locked out of your property and require a 24-hour locksmith, we recommend calling Absolute Home Security on 07889 644990.

### **Floods**

If you are ever in the unfortunate situation where you experience a flood and you cannot turn the water supply off at the property at the stop cock, then the local fire brigade can be contacted on 01376 576700

### **Fees**

At Mckinley Residential we do not charge any fees.

### **Garden**

If a property has a garden, unless specifically agreed otherwise (i.e. Individual tenancies), it is the responsibility of the tenant to maintain it. General garden maintenance includes the following:

- Mowing the lawn as often as required
- Not altering the character of the garden

Annual maintenance such as pruning or lopping of bushes and trees is the responsibility of the Landlord. If the garden is not maintained properly, Mckinley Residential reserves the right to instruct a garden contractor. The cost will be the responsibility of the tenant.

Sometimes the Landlord includes the cost of maintaining the garden in the rent. If this is the case then the clauses of your tenancy agreement will reflect this, or you will be given confirmation otherwise.

## **Holidays**

If the property will be completely unoccupied for more than 28 days at any one time, you must let us know in writing. This may affect the Landlord's house insurance and we may need to take additional steps to protect the property. During winter months (November-March), your heating should be left on low or on a timer to avoid burst water pipes. You can email your property management team at [help@mckr.co.uk](mailto:help@mckr.co.uk)

## **Inspections**

We have an obligation to carry out regular inspections of all our tenanted properties, normally every 3 to 4 months. Inspections are carried out to ensure that the terms and conditions of your tenancy agreement are being met. You will be given notification prior to an inspection being carried out.

## **Inspections of Individual Tenancies**

Mckinley Residential has the right to inspect communal areas at any time without prior notification but in respect of bedrooms, a mutually agreeable appointment time will be made to undertake an inspection.

## **Insurance**

The Landlord's insurance policy will not cover any of the tenants' possessions.

We strongly recommend that you have insurance to provide for all your own personal possessions and any accidental damage you may cause to the property, furniture, fixtures, or fittings. We recommend opting for a specialist provider of insurance for tenants living in rented accommodation.

## **Inventory**

We will arrange for an inventory to be carried out by an independent inventory agency. The inventory and schedule of condition will be prepared which details the state of the property along with all fixtures, fittings and contents and a description of their condition. Tenants are advised to note any comments in writing on the copy of the inventory.

This inventory will be cross checked at the end of the tenancy making allowances for fair wear and tear. Apart from fair wear and tear, any damage noted on the inventory will be charged to the outgoing tenant. At the completion of the check-in the tenant will be asked to sign a copy of the inventory confirming that it is an accurate record of the contents and condition of the property.

A copy of the inventory will then be forwarded on to the tenant at which time any additional comments or queries should be forwarded, in writing, within 7 days of receiving the document.

If the amended inventory is not returned to Mckinley Residential within seven days of receipt the tenant will be deemed to have accepted the Inventory.

At the end of the tenancy a check-out report is prepared. The tenant should attend the check-out.

## **Joint and Several Liability**

### Joint tenancies

All tenants are **jointly and severally liable** under the terms and conditions of the lease agreement. This means that any tenant can be made liable for the actions and full obligations under the tenancy agreement, including payment of rent.

### Individual tenancies

You are responsible for your bedroom and are jointly and severally liable for the communal areas within the property.

## **Keys**

Each tenant will receive one full set of keys, which must be returned at the end of the tenancy. Under no circumstances should locks be changed or additional locks added without our permission. Failure to comply with this may result in additional costs to you.

All keys should be returned on or before 12 noon on the last day of your agreement. If you fail to do so, the locks will be changed and there will be a charge for doing so.

## **Lead Tenant**

To avoid unnecessary confusion, we ask that each joint tenancy appoint a lead tenant who will be responsible for communicating information received. McKinley Residential will often contact this tenant regarding all tenant matters. This arrangement does not obligate this person in any way. At the end of a tenancy (joint tenancy only) a deposit is returned to the lead tenant and it is the responsibility of this person to distribute the deposit to the rest of the household.

## **Mice and Other Vermin**

If you experience any infestations such as flies, wasps, ants, bed bugs or mice occur during your tenancy, it is the responsibility of a tenant to treat this.

## **Noise and Nuisance**

Tenants must ensure that they live peacefully in their property ensuring neighbours and other residents nearby are not disturbed. You are also responsible for the conduct and behaviour of any visitor to the property. McKinley Residential takes noise and nuisance complaints seriously and in extreme cases are obliged to act on neighbours' complaints which may lead to eviction from the property. The main complaints received by Local Authorities concern, congregating late at night outdoors until early hours, doors slamming, shouting, using washing machines after 10pm and loud music. Rubbish disposal is also a contentious issue.

If you are planning a party, ensure your neighbours are informed in writing and give a reasonable finishing time. Local Authorities have increased powers and night enforcement teams who can issue on the spot fines and seize equipment. Equally, you may feel the need to contact your Local Authority if your neighbours are causing the problem.

## **Pets**

Pets are not permitted.

## **Rental Payments**

The date upon which the tenancy commences is the rent due date. This means that all rent payments must be received in Mckinley Residential's bank account on that day (cleared funds). For this reason, please make sure all standing order mandates are dated three days prior to the rent due date to ensure that cleared funds are received by Mckinley Residential on the appropriate day.

If for any reason your rent payments are late, you start incurring a lateness charge at 3% above the Bank of England's base rate from the date the rent falls due, until the date it is paid. Charges will be levied should your rent be 14 days late, and will be charged to you backdated to the day the rent would have fallen due. Should you be aware that you will not be able to pay rent on time, always notify Mckinley Residential in advance, so we can let your landlord know.

**You are responsible for ensuring the rent is paid in full and on time.**

## Joint tenancies

We require one payment per month for the entire value of the rent for the house, not individual payments per tenant named on the tenancy agreement.

## **Rubbish**

It is your responsibility to dispose of all rubbish in an appropriate manner. Tenants must ensure rubbish is never left in any common area and is disposed of correctly on the day it is to be collected. Contact your local council office for details and for collection dates.

## **Renewal of tenancy**

Please contact us in advance if you wish to extend your tenancy for a further 12 months. A mailer will be sent out to all tenants in the Spring to check whether you wish to stay on for the next year.

## **Repairs**

If there is a repair required for the property, it is important that you inform us immediately for us to act quickly to resolve this. It is a condition of your tenancy agreement to do so, and failure may mean that you are held partially responsible should the delay result in added deterioration or damage. All non-emergency repairs should be reported online via our maintenance software 'Mckinley Maintain' [www.mckinleymaintain.co.uk](http://www.mckinleymaintain.co.uk). Except for the following properties: 6 Hatfields and 48A The Broadway as repairs need to be reported directly to the Landlord as we do not manage these properties.

Once you have informed us of any repairs, faults, or problems we will contact your Landlord and act upon their instructions. As a letting agent we are required to seek authorisation for any cosmetic requests which are at the discretion of the Landlord.

Mckinley Residential does not have authority to carry out repairs without the Landlord's permission, and this, plus quotations, may increase the timescale of resolving a repair. We ask that you do not instruct a contractor to undertake any work. If you do, it will normally be at your own expense.

If we need to contact the manufacturer for any items covered by a guarantee or warranty, this may also take some time. Unfortunately, there may be times where we have no control over when they will attend to a repair.

If a repair is due to any tenant negligence, the tenant will be required to pay the cost of this at the time and any outstanding balances may be deducted from your deposit. We will endeavour to have repairs carried out as quickly as possible; however, the contractor appointed may set their own timescale for completing the repair, depending on how urgent it is. Tenants are themselves responsible for carrying out some small repairs and maintenance to the property such as changing light bulbs, fuses, and re-pressuring the boiler etc. Please refer to your tenancy agreement or contact us if you are unsure. Please follow previous instructions regarding emergencies

### **Smoking Policy**

All our properties are non-smoking. Any damage caused by tenants or tenants' visitors who smoke in the property, such as damage, repainting or specialist cleaning, may be deducted from your deposit.

### **Tenancy Duration**

All tenancies run from September – September (fixed term tenancies of approximately 12 months). Landlords will not offer shorter tenancies than this.

As the tenancies are with private landlords should you wish to vacate early, they will still require the rental payments until the end of the contract.

Should there be another COVID-19 pandemic quarantine, the landlord will still require the rental payments until the end of the contract. As mentioned, this is because the tenancy agreement is with a private landlord who therefore is not linked to East 15.

### **Tenancy Agreements**

On receipt of satisfactory references Mckinley Residential will draw up the tenancy agreement and will send this to all tenants named on the agreement to sign electronically.

A copy of the tenancy agreement will be supplied to you once signed by all parties (tenants/guarantors and Landlord/agent); the agreement should be kept in a safe place.

### **Telephone/Television (Cable & Satellite)**

As a tenant you are responsible for any telephone and television connections. If you have your own TV in your property, it is your responsibility to purchase a TV licence, unless specified otherwise in your tenancy agreement. Satellite and cable TV is not permitted without written approval from the Landlord.

If you are on an individual tenancy and a television has been provided in a communal area such as a kitchen or lounge, then the Landlord is responsible for the communal TV licence. If you have your own television in your bedroom, then you are responsible for obtaining a TV licence.

## Tenants Responsibilities

Upon taking up occupancy of a property you immediately become responsible under the Housing Act which states that you should 'look after the property' in a tenant like manner. This means that throughout the tenancy the tenant is responsible for such matters as those listed below:

- Cleaning of net curtains both during and at the end of tenancy.
- Window cleaning at the end of the tenancy.
- Pest control if infestation occurs.
- Ignition of Pilot light in boiler.
- Keeping the property ventilated and condensation free.
- Defrosting of fridge and freezer at regular intervals.
- Keys – if keys become lost inform us immediately. You will be liable for the cost of additional keys and/or new locks.
- Leaving the property for any length of time – during the colder months the heating should be left on at a reasonable temperature. Any insurance requirements must be satisfied.
- Insurance of tenant's contents.
- Repair of window or glazing due to accidental damage caused by tenant or visitor.
- Maintenance of garden unless a gardener is provided.
- Regular cleaning of property in order that it may be returned in the same condition as commencement of tenancy, Allowing for fair wear and tear.
- Keep lime-scale at bay in particular sanitary ware, dishwasher, washing machine etc.
- Security of property.
- Replacing battery in smoke detector.
- Fuses and trip switches.
- Condition of driveway i.e. removal of weeds.
- Clearing of gutters if cleaned at the start of the tenancy.
- Damage to items by the tenant or his visitors.
- Replacement of light bulbs.
- Maintenance of appliances i.e. removal of coins etc in washing machine or dishwasher, cleaning of filters and soap trays, changing of bags in vacuum cleaner.
- Clearing of blocked toilets, sinks & drains caused by the negligence of the tenants or their visitors.
- Bleed air from radiators.
- Removal of all rubbish and personal possessions at the end of a tenancy.

## Utilities

### Joint tenancies

Please take meter readings for your gas and electricity when you move into the property, and again when you move out. It is your responsibility to contact your providers and advise them of these readings. You must also supply meter readings to Mckinley Residential on vacating a property, and proof of payment of your final bills.

Where possible we can assist you by writing to the utility companies with the names of the new tenants and the meter readings taken at the time the inventory of the property was taken.

As a student you are exempt from any council tax liability for the period of your course (the period you are classed a 'student'). You will be liable for council tax for any period outside of your course, during your tenancy. You will need to notify the local council 'Epping Forest District Council' of your new tenancy and provide the tenancy dates and contact details for all tenants. Alternatively, we can assist and do this on your behalf. You may find there is some council tax liability at the beginning of your tenancy, as you may move into the property before the start date of your course. You may also find some liability from July – September, should your course finish in the summer - however your tenancy will continue until September. Should you move out early you would still be liable for the council tax until the end of your tenancy as the council would deem you are a tenant/responsible for any liability until the end date of your tenancy. Epping Forest District Council can be contacted on 01992 564000 If you require any further information regarding this.

### Individual tenancies

You are not required to take meter readings as this is the responsibility of the Landlord. Utility bills are included within the monthly rental price. However, council tax is not included in the monthly rental price.

As a student you are exempt from any council tax liability for the period of your course (the period you are classed a 'student'). You will be liable for council tax for any period outside of your course, during your tenancy. You may find there is some council tax liability at the beginning of your tenancy, as you may move into the property before the start date of your course. You may also find some liability from July – September, should your course finish in the summer - however your tenancy will continue until September. Should you move out early you would still be liable for the council tax until the end of your tenancy as the council would deem you are a tenant/responsible for any liability until the end date of your tenancy. Epping Forest District Council can be contacted on 01992 564000 If you require any further information regarding this.

### VAT

Any charges (outside of rent) levied by Mckinley Residential are subject to VAT at the prevailing rate of 20%.

### **Ventilation, Condensation & Mould**

It is a tenant's responsibility to take reasonable steps to deal with condensation and ensure that the property is being heated and ventilated throughout. Condensation will not usually occur in areas that are both well ventilated and warm. In cold weather, people are understandably reluctant to open windows and let heat escape, but some level of effective ventilation must be maintained. The property must also be heated to help keep condensation levels at a minimum. Recommendations:

- Wipe and remove any condensation regularly, especially around windows to avoid a mould build up.

- Always use extractor fans and open any windows in bathrooms and kitchens whilst carrying out any cooking, washing, or drying activities. Leave fans on and windows open until the visible steam has left the air.
- Always place lids on saucepans during cooking and turn the heat down as required.
- If you are unable to dry washing outside or in a properly ventilated dryer, choose a room that can be heated and ventilated safely and shut it off from the rest of the home.
- Never dry clothes over doors or on radiators.
- Keep furniture away from walls where possible
- Keep a small window ajar and any window trickle vents (small vent at the top of the double-glazed units) open.
- Keep any room vents open.
- Ensure the heating system is set to constant and maintaining heat at 5 degrees over winter, especially if the property is unoccupied.

If unsure how to use the heating system in your property:

- 1) Read the instruction manual
- 2) Search for advice online

### **Viewings**

If you wish to move out of your property at the end of your tenancy, we will be required to allow prospective tenants to view the property. One of our McKinley Residential Viewing Representatives will accompany any prospective tenants who wish to view the property. We will notify you of any prospective viewings and ask that you make the property presentable.

### **Window Cleaning**

It is your responsibility to make sure that your windows are regularly cleaned inside and out. If you are in a tenement block and your windows open inside the property, we ask that you clean both the inside and outside. If you have windows in a tenement block that are not accessible because of height, and which do not open inside (i.e. sash cord) you are only required to clean the inside.