Rent it Right

Conditions for contract and partner schemes

1. Property Standards

1.1. The property together with any associated external space and outbuildings must be inspected every six months and any necessary works must be carried out within a reasonable timescale, having due regard to the severity of each defect.

1.2. At the start of any new tenancy the tenants are to be provided with information in writing on the correct rubbish bins that are to be used to dispose of rubbish and recycling and when the bins are collected by the local authority.

1.3. If gas is supplied to the property, a copy of the Gas Safe safety certificate must be submitted annually to Bexley Council when a new certificate is obtained or within 28 days upon request from the council. The gas safety certificate must relate to the whole gas installation and include all gas appliances. It must demonstrate that all appliances have been serviced and safety checked within the previous twelve months. Any defects noted on the certificate must be promptly rectified.

1.4. A visual check of the electrics and portable electrical appliances must be undertaken at the start of the tenancy. Any necessary maintenance or repair works must be undertaken by a competent person. Guidance on what to find during the visual check can be found here - http://homesafetyguidance.co.uk/downloads/visual-electrical-checklist-guide.pdf

1.5. Any mains wired fire alarm system and emergency lighting are to be checked annually by a competent person and an inspection certificate obtained. Any documentation is to be submitted to Bexley Council within 14 days of a written request.

1.6. Emergency Repairs should be carried out within 24 hours. These are defined as repairs endangering the safety, health or security of the residents or the structure of the building e.g. gas leaks, major electrical faults, blocked or a complete breakdown of the heating/hot water systems. This should include a response to burglary damage boarding/repair of any insecure door or window within 12 hours.

2. Repairs

2.1. Reasonable efforts must be made to agree times with tenants to carry out repairs.

2.2. Tenants should be told how long repairs are likely going to take and any disruption or inconvenience that may be caused.

2.3. Repairs should be completed in a considerate way that minimises disruption to tenants

2.4. All contractors and tradespersons must carry identification to show to tenants on request and can be checked. The tenants should also be notified who will be coming and when.

2.5. Repairs must be carried out by competent contractors with the necessary skills and qualifications to comply with the legal requirements relating to their trade. Any waste arising from work must be removed from the property and lawfully disposed of. It shall not be left for the tenants to manage.

2.6. Repairs and defects must be diagnosed and rectified in a reasonable time scale having regard to impact on tenants, the licensed property and neighbouring property and the extent of work.
Additional Conditions for Contract Partner Only

3. Tenancy Management

3.1. Tenants or their associates who cause anti-social behaviour must be addressed and reported to the Council and any other relevant authorities such as the police at the earliest opportunity. The Council will support and help both landlord and tenant to try and resolve the issue.

3.2. The licence holder must demonstrate to the satisfaction of the Council that they have properly managed the property and have taken all reasonable steps when dealing with complaints of anti-social behaviour and/or harassment made against the occupants. Examples of action which may be taken by the licence holder include: issuing warnings, both verbal and written, or the taking of action to end the tenancy for breach of conditions, should sufficient evidence be available to do so.

3.3. A tenancy agreement or licence setting out in writing a statement of the terms and conditions of occupation must be provided to all tenants at the start of their tenancy. Tenants must have the opportunity to read and understand the tenancy agreement in advance of signing up.

3.4. A full inventory must be carried out at the start of each tenancy and a signed copy must be given to the tenants. The inventory must provide an accurate record of the property condition.

3.5. Full details of all tenants, their tenancy start date and a copy of their tenancy agreement must be provided to the Council within 14 days of receiving a written request to provide this information.

3.6. If a tenant loses their tenancy agreement another copy must be provided.

3.7. During the fixed term of the tenancy agreement there must not be any attempt to increase the rent or make extra charges other than what is allowed in the tenancy agreement. If the tenancy is or becomes periodic any rent increase must be made by following the relevant legal process.

3.8. Any deposit taken and held must be in accordance with legal requirements. Links to the relevant documents can be found at https://www.gov.uk/tenancy-deposit-protection

4. Landlord Responsibilities

The person involved in managing the property must:

4.1. Become an accredited Rent it Right landlord within 12 months of becoming a contract partner unless already accredited. The landlord must continue to be accredited whilst they are a contract partner.

4.2. There must be a securely fixed notice in a prominent position within the property, containing the name, address and contact telephone number of the person responsible for managing the property. The notice must include an emergency contact number which is available for use outside normal office hours. The notice must be in clear legible lettering, regularly checked and maintained in good condition.

4.3. Tenants must be given clear instructions on how to report repairs and this must be a straightforward process for them to follow. Landlords must complete repairs within a reasonable timescale that is proportionate to the severity of the defect.

4.4. All furniture and furnishings provided in the house must be kept in a safe condition and must comply with the current furniture and furnishings fire safety regulations. A declaration of furniture safety must be provided to the Council on request. Any supplied furniture and furnishing should be maintained or replaced as far as it is the landlord’s responsibility throughout the tenancy.
4.5. Where previous tenants have not surrendered keys, the landlords will arrange for a lock change to be undertaken prior to new tenants moving in.