



FITZWILLIAM  
MALTON ESTATE  
*Working for Malton since 1713*

# TENANT HANDBOOK



## FITZWILLIAM (MALTON) ESTATE

### ASSURED SHORTHOLD HOUSE LETTINGS TENANT INFORMATION SHEET

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**DISCLAIMER: This information sheet is for general guidance only. The terms of your tenancy are set out in your lease. This document does not alter or affect the terms set out in your lease.**

#### INTRODUCTION

Our aim is to make the conduct of your tenancy as harmonious as possible so that you can enjoy your new home. This information sheet has been produced to help us achieve that aim. It explains some of the matters not contained in a lease but it is for general guidance only; the terms of your tenancy are contained in your lease. You must read the lease and take advice on the terms if you have any doubts.

Please read these notes and then save this document for further reference.

#### SCHEDULE OF CONDITION

Attached to your tenancy agreement is a schedule of condition, detailing the condition of the property and any fixtures at the start your tenancy. You are accepting the property in this condition and agreeing to hand it back to the Landlord at the end of your tenancy in the same condition. Subject to the Landlord's repairing obligations the property must be left in the same condition at the end of the tenancy. The Landlord is entitled to charge you the reasonable costs of any work to reinstate the property.

#### MOVING IN Check List

- Contact the service providers (water, gas, electricity, telephone) to take over the account from the first day of the tenancy. We will agree the meter readings with you.
- Oven. For an electric oven, make sure that you have the correct wire to connect the oven to the mains and have arranged for an electrician to make the connection if you do not feel competent to do that yourself. *The Estate does not supply the oven connection wire.*

#### SERVICES & COUNCIL TAX

- It will be your responsibility to pay the utility accounts relating to your property during the letting. Please note, meters must not be changed to pre-payment meters otherwise you will be charged for any costs incurred changing them back to standard meters at the end of the tenancy.
- It is your responsibility to contact the utility company to open and close accounts.
- You are also responsible for paying the council tax at the property and you must contact Ryedale District Council to notify them of your move.

The following contact numbers may be of use:-

- BRITISH TELECOM 150 or 0800 800150
- N POWER 0845 0714525
- YORKSHIRE WATER 0845 1242424
- BRITISH GAS 08000 480202
- RYEDALE DISTRICT COUNCIL 01653 600666
- POWER CUT 105

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#### **INSURANCE**

- The Estate insures the actual building that you rent.
- It is however, your responsibility to insure your own possessions and your personal liabilities (public and tenants liability).

#### **TENANCY DEPOSIT**

New legislation came into force on 6<sup>th</sup> April 2007 surrounding holding tenant's deposits in relation to Assured Shorthold Tenancies. We are members of the scheme 'Tenancy Deposit Solutions'. Further information on the scheme can be found on [www.mydeposits.co.uk](http://www.mydeposits.co.uk). The scheme protects the deposit held and offers a resolution service should a dispute arise concerning the allocation of the deposit at the end of the tenancy. You will be provided with a copy of a Deposit Protection Certificate shortly, which will provide you with all the necessary information about the protected deposit.

#### **RENT PAYMENTS**

- Your rent is due and payable on the first day of each month. (You are requested to set up a standing order instructing your bank to pay your rent into a specified account on the first day of each month.)
- Late payment of rent is not acceptable. County Court proceedings shall be issued to recover any outstanding sums due from you. Providing you are still at the property you will receive due warning of such proceedings.
- The Estate can claim any costs incurred in recovering outstanding money from you.
- Any money received from you will always be credited against the oldest outstanding balance.
- If you suffer any unexpected change of circumstances likely to cause difficulty with your rent payments please contact the Estate Office to discuss the matter at the earliest opportunity.

#### **INSPECTION OF YOUR PROPERTY**

- It is occasionally necessary for the Estate to request an inspection of your property and we normally make appointments by prior agreement. If it is an emergency and only in exceptional circumstances then we may need to enter your house without notice.

#### **TENANCY TERM**

- A lease is usually for an initial period of twelve months (unless agreed otherwise).
- Following completion of this period of time your tenancy will continue on a monthly basis until either party gives notice to bring the tenancy to an end. This will occur with the landlord serving a two-month notice to leave the property, or if you give a suitable period of notice in writing (as stated in the lease and usually a minimum of one month).
- Unless both parties are agreeable to an early surrender of your tenancy you will be liable for the payment of rent until the completion of the fixed length of time as stated in your tenancy agreement. If the Landlord finds a suitable new tenant to occupy the property before the end

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of your fixed term then rent will only be due up until the commencement of their new tenancy.

- Please return your keys at the earliest opportunity as your tenancy will be considered to continue until the keys are received at the Estate Office and additional rental charges may be incurred.

#### RENT REVIEWS

The rent for the property will be reviewed regularly in line with market rents, generally every two years unless we have agreed otherwise.

#### MAINTENANCE

- All gas appliances and pipes supplied by the Estate are checked annually by a contractor approved by the Gas Safe Register, who will leave you a record of their visit.
- It is recommended that you fit smoke detectors/alarms to the property if they are not already fitted. These should be tested once a week.
- The Estate will always try to ensure that whenever reasonably possible a set of instructions for any electrical/gas equipment is provided to each property. Gas appliances will be serviced annually.
- All water outlets should be run for at least two minutes on a weekly basis to keep water flowing around the system, reducing the likelihood of legionella bacteria accumulating to harmful levels.
- Hot water temperature should be set preferably to 60°C but at least to a minimum of 55°C to ensure bacteria does not accumulate. Cold water should be below 20°C.
- Clean any shower heads every few months to remove lime scale which could provide a food source for legionella.
- If you notice that there is a problem with the water temperature or water system, contact the Estate Office.

#### REPAIRS

If you have a fault or problem that is the Estate's responsibility to fix please telephone the Estate office on 01653 692849. Office hours are 9.00am - 5.30pm please leave an answer phone message if calling out of hours. The Estate foreman or appropriate contractor will return your call to make suitable access arrangements for the repairs. **Please do not contact the contractors directly** – the Estate will only pay for repairs logged through the Estate Office.

Usual Estate Contractors : Philip Marwood (Smartflo)  
Dave Drinkwater

The Estate is responsible for:-

- Repairs to the fabric of the building
- Loss of heating or hot water supply if caused by system failure
- Electrical wiring faults
- Faults to gas supply or Landlord's appliances
- Joinery repairs to doors and windows caused through fair wear and tear.
- External redecoration

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You are responsible for the following repairs:-

- Internal Decoration
- Fixtures and fittings for making use of supplies of water (mainly tap washers).
- Window fittings & door furniture, including any broken glass (e.g. handles, locks, sash cords etc.)
- Any blocked or damaged drains directly associated with your property and the clearing of eaves gutters, and fall pipes. Including draining the water system should the house be empty for any period exceeding 24 hours between the 1<sup>st</sup> November and 30<sup>th</sup> April unless a central heating system is left running to protect the property from freezing.
- Providing adequate fire extinguishers at the property and ensure that these are regularly maintained and checked for compliance.
- Garden maintenance. Please note that any major garden improvements must first be authorised by the Estate including permission for garden sheds.

*The Estate is able to undertake the above should you be unable to find a suitable contractor – we will charge you on a time and materials basis.*

#### **ALTERATIONS & INSTALLATIONS**

- You must not make alterations to your property without the landlord's written consent and this includes the decoration, the installation of appliances such as gas fires and the fitting of satellite dishes. Please note the only contractors authorised to install satellite and terrestrial TV installations on Estate property are:-

Brian Pickering of Poptron, 01653 694841

Gavin Read of TVC Electrical of 4 Railway Street, Malton. 01653 692492

- You must not make any alterations to the electrics of the property. If you wish to have extra sockets put into the property please contact the Estate Office in writing. We will arrange for the work to be carried out and the cost will be recharged to you.

#### **MOVING OUT OF YOUR PROPERTY AT THE END OF YOUR TENANCY**

- At the end of your tenancy your property will be checked and any damage from the start of the tenancy assessed.

Damage to the property will be assessed as follows:-

#### **Decorations**

- Marks, chips or scrapes to decorations, discoloration due to heavy smoking, damage caused by the use of Blu-Tac or scribbling on walls by children is not accepted as fair wear and tear.
- Any damage, that breaks the surface of the decorations, is not regarded as fair wear and tear.
- Any redecoration should first, be approved by the agent. Before applying wallpaper to any wall please contact the Estate for consent. Any works taken to restore unauthorised alterations to their original condition will be chargeable at the end of your tenancy.

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#### **Carpets**

- Burns and scorches to the fabric are not regarded as fair wear and tear and the total cost of repair or replacement will be charged to you.
- A single cigarette burn to a carpet will involve the replacement of the entire carpet at your expense.

The cost of any damage, cleaning and dilapidations will be deducted from the bond that was taken at the start of tenancy. The balance of your deposit will be refunded to you when any damage has been made good. Should the repairs required exceed this amount then you will be invoiced separately.

#### **RELOCATION REQUESTS**

If your circumstances change so that you would like to move to an alternative Estate property please contact the Estate Office. We will send you a relocation application form to complete and return. This will place you on the waiting list for Estate properties as come available. It will help your case for relocation if your current tenancy and property have been kept in good order. If a property that you would like is offered to you, a new tenancy agreement will be drawn up for the new property and arrangements made to effect the move. Relocations are expensive to arrange, including additional payments to Tenancy Deposit Solutions to move the deposit bond, so there is a fee charged of £200 plus VAT.

#### **IF YOU CHANGE YOUR NAME**

If you change your name during the tenancy, please send a copy of the official document, (usually a marriage certificate) to the Estate Office. This will be attached to the Landlord's copy of your tenancy agreement.

#### **TERMINATION OF TENANCY ACTION LIST**

- ◆ The property should be emptied of all contents and left in a clean and tidy condition.
- ◆ All meters should be read and readings given to the service providers.
- ◆ Any boiler instructions etc. should be left in the property
- ◆ If you have received landlord's permission and installed your own gas appliance then you must employ a fitter approved by the Gas Safe Register to remove it when you leave the property.
- ◆ The keys for any window locks should be left in the property.
- ◆ All door keys should be returned to the Estate Office.
- ◆ The property will be inspected within a couple of days of you leaving and your bond (if applicable) returned within a week, less, if necessary, any deductions for repairs/renewals/cleaning etc.
- ◆ Instruct Royal Mail to redirect the post to new address
- ◆ Terminate the telephone service with your service provider
- ◆ Inform the Council Tax Department at Ryedale District Council of your leaving date
- ◆ Inform the service providers of your leaving date and last meter reading (water/ electric/ gas)
- ◆ A forwarding address should be given to the Estate Office.

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**FINALLY - TO ALL TENANTS**

Thank you for reading these notes. A clear understanding of the way the tenancy operates will help us provide the property and service you expect.

Please remember the staff at the Estate Office will always be willing to assist with any queries you may have. I trust that you will have a pleasant and long stay as an Estate tenant and that your property will make you a happy home.

R.J.G. Bushell



Estate Manager

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