

Rural Estate Handbook for Residential Tenants

a guide to your tenancy

The purpose of this book is to provide you with information about your tenancy with The Crown Estate. We, or your managing agent, may refer to it when talking to you about your tenancy.

If you have a query about your tenancy, please look in this book first to see if you can find an answer or explanation.

Throughout this book when we use '**we**' and '**our**', we mean The Crown Estate **and** any managing agents carrying out duties on behalf of The Crown Estate.

You should be aware the book is only provided to give you information and advice about your tenancy with us. If you need further clarification about your legal position as a tenant, you should consult a solicitor or other professional adviser.

The contents of this book are intended to cover circumstances which the majority of tenants will encounter, and are based on the forms of agreement most commonly in use on The Crown Estate. Not all tenancy agreements are precisely the same however, and it has not been possible to cater for all variations. In any case, where the advice given here conflicts with the terms of the tenancy agreement then the latter must prevail and, in that event, we can only apologise for any confusion which may have been caused.

In all its activities, The Crown Estate aims to show commitment to our guiding principles of commercialism, integrity and stewardship. This means that we expect to provide value for money, fair treatment and the maintenance of high environmental standards. If you feel that we are falling short of these values then we invite you to let us know.

In return we expect that you will look after your home as your own, and that you will respect the obligations into which you enter under the terms of your tenancy agreement with us.

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All information contained in this book was up-to-date at the time of printing, March 2007. If you would like any part of it explained or need it produced on tape, CD or in Braille or **large print**, please let us know.

About The Crown Estate

The Crown Estate

Its origins go back to the reign of Edward the Confessor and, until the accession of George III, the Sovereign received the rent and profits. However, since 1760, the annual surplus, after deducting management expenses, has been surrendered by the Sovereign to Parliament to help meet the cost of Civil Government. In return, the Sovereign receives the Civil List and the Government meets other official expenditure incurred in support of the Sovereign. This is still the position today.

The Crown Estate is not the property of the Government, but it is not the Queen's private estate either. It is part of the hereditary possessions of the Sovereign 'in right of the Crown'.

The Crown Estate and its Board (The Crown Estate Commissioners) are formally accountable to Parliament.

Who manages The Crown Estate?

It is managed under the provisions of The Crown Estate Act 1961 by a Board (The Crown Estate Commissioners) who have a duty to maintain and enhance the value of the estate and the returns it generates. However, the Board must also carry out their duties following good management practices.

The four estates

The Crown Estate is made up of four estates: The Rural Estate, The Urban Estate, The Marine Estate and The Windsor Estate. Between them these cover almost 120,000 hectares of agricultural land, forests, parkland and extensive marine holdings throughout the United Kingdom and a body of properties which includes substantial blocks of urban property, primarily in London.

The Rural Estate

Some 700 houses on the open market are let as part of our Rural Estate. These houses range from small traditional cottages to substantial former farmhouses.

The properties are situated in various parts of the United Kingdom, and their day-to-day management is handled by local managing agents.

Head Office

The Crown Estate
16 New Burlington Place
London
W1S 2HX

Tel: 020 7851 5206

E-mail: ruralenquiries@thecrownestate.co.uk

Website: www.thecrownestate.co.uk

Edinburgh Office

The Crown Estate
6 Bell's Brae
Edinburgh
EH4 3BJ

Tel: 0131 260 6070

Who to contact

If you need to discuss any issue relating to your tenancy or your home, please contact your managing agent.

Your local managing agent is:

.....

Address:

.....

.....

Phone:

E-mail:

We expect your managing agent to be able to deal with all your enquiries. However, if for any reason you need to contact The Crown Estate, please contact our Head Office or our Edinburgh Office (if you live in Scotland).

Our Standards

We want to provide a high quality service and have set ourselves certain standards to make sure that this is achieved. We will treat our customers fairly and with respect. In return we expect you and members of your family to treat representatives and contractors of The Crown Estate similarly.

What you can expect from us

We assure you that our managing agents will:

- be polite and respectful towards you
- treat you fairly and equally
- offer you a private interview if you need to discuss a sensitive issue
- give you their name when talking to you in person or writing a letter
- keep confidential the content of any discussions or correspondence they have with you
- reply to any letter or e-mail you send within 5 working days
- start any repair work that we are responsible for by the target time given to you.

What we expect from you

We hope that you will work with our managing agents in a co-operative way. We expect that you will:

- let them know if you cannot keep an appointment
- let them into your property to discuss matters with you, inspect the property, or carry out repairs or servicing
- not abuse, threaten or harass their staff or contractors, and will prevent members of your household or visitors from doing so.

Equal opportunities

We will treat anyone we deal with equally and fairly. We have developed policies and procedures to make sure that no tenant receives less favourable treatment than another - for example on grounds of race, ethnic origin, religion, gender, sexual orientation, age or disability.

How do I make a complaint?

We are happy to sort out any complaints you have about our service, provided it is about something for which we are responsible.

You should contact your managing agent who will try to solve your problem quickly and to your satisfaction. They will look into your complaint and work quickly to resolve the matter.

The managing agent will keep a record of your complaint and what was agreed.

If you feel a matter has not been resolved by your managing agent, please contact The Crown Estate Head Office (or the Edinburgh Office if you live in Scotland) and we will do our best to help you. See

Who to contact on page 2.

Most complaints are sorted out quite quickly.

However, if you are unhappy with the steps taken you should ask for our complaints procedure. This explains how to make a formal complaint and how it will be handled.

What is the problem?

Please contact your managing agent if they have **not**:

- carried out our legal responsibilities
- provided a service that we should have provided
- reached a proper standard of service
- taken relevant information into account when making a decision
- responded to a request or query within a reasonable time
- acted fairly towards you.

We are not able to help you if:

- you disagree with a formal Crown Estate policy, or refuse to accept a Government regulation or legal requirement which we are applying
- you have a disagreement with a neighbour (unless they are breaking the terms of their Tenancy Agreement) See **Noise and Nuisance** on page 35.

Your Tenancy

You will have either a Regulated or an Assured Shorthold Tenancy. All tenants have legal rights. See **Your Rights** on page 11.

Regulated tenancies

You will have a **regulated** tenancy if your tenancy started **before** 15th January 1989, or in Scotland before 2nd January 1989. You may also have a regulated tenancy if your tenancy was created **after** these dates but you were a Crown Estate tenant before that.

If you have a regulated tenancy:

- your rent is determined under the terms of the Rent Act 1977, or in Scotland the Rent (Scotland) Act 1984. Any increase we propose to make must not be more than a 'fair rent' registered with the Rent Officer. We cannot charge more than the amount the Rent Officer sets
- you can stay in the property for as long as you wish, provided it is your main home and you do not breach the Tenancy Agreement (although there are some circumstances where we can require you to move to another home)
- we cannot compel you to leave your home, unless we have a Court Order.

Assured shorthold tenancies

If your tenancy with The Crown Estate started **after** 15th January 1989, you will have an **assured shorthold** tenancy, or if you live in Scotland and the tenancy started after 2nd January 1989, it will be called a **short assured tenancy**. Shorthold means that the tenancy is for a fixed period. Your tenancy may be allowed to continue, usually at an increased rent, for further periods if we agree to this.

Assured shorthold tenancies are protected by the Housing Act 1988, and rents are set at the market level for your area of the country. The relevant legislation in Scotland is the Housing (Scotland) Act 1988. See **Rent** on page 21.

If you live in Scotland and have a short assured tenancy, you have similar tenancy conditions and rights as tenants in England and Wales.

What type of tenancy do I have?

You will have either a regulated tenancy or an assured shorthold tenancy or, if you live in Scotland, a short assured tenancy. See **Regulated tenancies** or **Assured shorthold tenancies** on page 5.

If you transfer to another property owned by The Crown Estate your new tenancy will probably be the same type as your last one.

Can my tenancy agreement be changed?

Normally a tenancy can only be changed by ending the existing tenancy. We can change the level of rent without consulting you (see **Rent** on page 21) but we can only change the terms of the tenancy agreement if you agree.

Can I stay in my home for as long as I want?

If you have a regulated tenancy you have the right to stay in your home for as long as you want, provided you do not breach the terms of your tenancy. If you have a shorthold tenancy we can give you two months notice to leave at any time after the end of the fixed period of your tenancy. If the household breaks up, joint tenants and partners may have certain rights, depending on the type of tenancy you have. See **Household Break-up** on page 17.

What rights do I have?

You have both contractual rights and statutory rights. Your contractual rights are set out in your Tenancy Agreement. See **Tenancy Agreement** on page 7. Statutory rights are laid down by Acts of Parliament. The statutory rights you have will depend on the type of tenancy you have. See **Your Rights** on page 11.

Your Tenancy

The Tenancy Agreement

The Tenancy Agreement is the document that you sign at the beginning of your tenancy. It sets out the rights and responsibilities of the landlord and tenant. The details in this section are a summary.

Our main responsibilities are to:

- respect your contractual and statutory rights
- consult you on any proposed changes in the tenancy
- look after the main structure of the building
- keep in working order all water pipes, drains, gutters and heating installations
- keep safe and in working order all gas piping and fittings, electrical wiring and electrical fittings.

We have the right to:

- change your rent (by reference to the Rent Officer in respect of regulated tenancies) or other charges
- be let into the property to carry out inspections, repairs, servicing, or safety inspections.

Your main responsibilities are to:

- pay the rent and other charges on time
- take care of the property, keep the inside properly decorated, and do any repairs you are responsible for. See **Repairs Responsibilities** on page 39
- make sure that everyone in your household, including your visitors, behaves responsibly
- live in your home and not sub-let any part of it
- let us know in writing if you plan to leave. You must do this at least one month beforehand, and you must leave the property in good condition.

Other important responsibilities are mentioned in other sections of this book and are set out in detail in your Tenancy Agreement.

You have the right to:

- exercise your legal rights as a tenant, see **Your Rights** on page 11
- live peacefully in your home without any unnecessary interruption by us.

What is the Tenancy Agreement?

This is the legal contract between you and The Crown Estate. By signing it you agree to certain legal conditions that you and The Crown Estate must keep to. These are set out in detail in your Tenancy Agreement.

What if we are joint tenants?

If you are joint tenants, you have equal rights and responsibilities. This means that both of you, as individuals, are responsible for making sure that the full rent is paid, and either of you can be held responsible if the Tenancy Agreement is breached. See **Breaking tenancy conditions** on page 9. If your household breaks up, the joint tenancy can only be changed if you both freely agree to the change, otherwise you may have to go to court for a decision.

Can I be made to leave my home?

Yes, but only if we have given you notice to end the tenancy or if you break your Tenancy Agreement (for example by harassing your neighbours or not paying your rent). If you do not leave your home, we will take formal legal action against you. If we have to do this we will always follow a process about which you will be kept informed. See **Breaking tenancy conditions** on page 9.

What if The Crown Estate fails to carry out its duties?

As a first step you should discuss matters with your managing agent. In most cases problems can be sorted out quickly following an informal discussion. However, if the matter cannot be resolved you should contact The Crown Estate (Head Office or Edinburgh Office). We will explain how to make a formal complaint. See **Our Standards** on page 3.

The Tenancy Agreement

Breaking Tenancy Conditions

Your Tenancy Agreement is a legal document. You risk losing your home if you (or any members of your household or visitors to your home) do not keep to the conditions of the tenancy agreement.

The conditions of your tenancy

The tenancy agreement has conditions that you must keep to. You should read the agreement carefully to make sure you understand all these conditions and do not break the agreement by mistake.

Ways in which tenancy agreement conditions might be broken include:

- not paying the rent in full or on time
- not looking after the property
- causing a nuisance
- using the home for illegal purposes such as having or selling drugs
- threatening neighbours or representatives of The Crown Estate
- giving false information in order to get the tenancy in the first place
- not using the home as their main or only home.

What will happen

If you do not keep to the conditions of your tenancy agreement, you are breaking the agreement. This is called a 'breach' of tenancy. If you do not put things right, we may take legal action which involves going to court. The court may decide that you and your family must leave your home.

If we take you to court:

- we will deliver a formal 'notice' to you. This will give the reasons for taking action against you, and when we will start the process
- the court will write to you giving a date for the hearing
- at the hearing, if the judge (or in Scotland, the sheriff) is justified that a relevant breach has taken place, then he may grant us an order to make you leave your home.

What happens if I break the Tenancy Agreement?

As a first step your managing agent will contact you. They may not take any further action if you agree to correct the situation and if you actually satisfy that commitment. Examples might include clearing any outstanding rent arrears or carrying out repairs you are responsible for.

As the tenant you are responsible for the behaviour of everyone living in your home and also your visitors. If they break any of the tenancy conditions we can, and will, take action against you.

Can you make me leave my home?

Yes. We can apply to court for an Order for Possession which allows us to make you leave your home.

In the most serious situations (for example where a crime or violence is involved) we will apply to court immediately.

In other situations we will give you the opportunity to correct the matter.

However, we will not hesitate to take you to court if you do not keep to an agreement we have made or you do not make use of the extra time we give you to change the situation.

In all these cases the court will listen to what you have to say. See **What will happen** on page 9 and **Your Rights** on page 11.

Breaking Tenancy Conditions

Your Rights

You have contractual rights which are set out in your Tenancy Agreement. By signing the agreement you and The Crown Estate agree to these rights. You also have statutory rights. These are summarised in this section. They are your legal rights set down by law or government regulations.

Keeping your tenancy (security of tenure)

You cannot be made to leave your home unless we have been given a Court Order for Possession. However, your security of tenure will depend on the type of tenancy you hold.

Generally, for **regulated** tenancies, a court has to be satisfied that there are specific grounds for making you leave. The most common grounds are:

- failure to pay rent
- nuisance to neighbours
- damage to the property.

Assured shorthold tenancies and Scottish short assured tenancies may be terminated at our discretion after the end of the fixed term.

Lodgers and sub-letting

You can take in lodgers provided you get written permission from us and you do not overcrowd your home.

A lodger is someone who shares your home with you like a member of your household. They must have access to a bathroom as well as their bedroom. They do not have any rights of tenancy and they cannot stop you using or entering their room.

You are not allowed to sub-let. If you allow a lodger to be the only one to use part of the home this can be regarded as sub-letting.

Access to and control of personal information

We must treat all personal information about our tenants as confidential.

You can see some information held by us on file or on computer which relates to you. However, you must let us know in advance if you wish to do so and we have the right to make a reasonable charge for this.

If you are unhappy about any information or an expression of opinion, that you have seen in our files, you can insist that a note about your views are added to the records.

Handing on your tenancy (for regulated tenancies only)

When a tenant dies, any joint tenant will automatically take over the tenancy.

If there is no joint tenant, other members of the family, partners, or civil partners, may be entitled, in certain circumstances, to take over the tenancy or become entitled to an assured tenancy of the same property.

This is called succession. The rules are complex and would need to be considered on a case by case basis.

No such right applies in relation to Assured Shorthold tenancies.

There is a limited right to pass on a Scottish short assured tenancy to a surviving husband, wife or civil partner, if the tenancy was granted after 2nd January 1989.

Moving In

When you move in

You will need to make the following arrangements:

- contact the electricity, gas and telephone companies to take over responsibility for their services to your home
- take out home contents insurance
- arrange for your T.V. licence to be transferred
- tell your local Council that you have moved so your records can be changed for Council Tax, and Housing Benefit (if you receive it)
- if you claim other benefits, tell the Benefits Agency that you have moved. You should do this before you move to be sure it gets paid from the beginning of your new tenancy.

You may be given an inventory. This is a list of the fixtures and fittings and a description of the general condition of the property. You should check this carefully. You will be responsible for any items that are missing or damaged when you leave.

Decoration and repairs

Before you move in, we will have done any essential repairs and checked the gas and electricity supplies. We may have to do some other minor work after you move in.

Once your tenancy has started you are responsible for any decorating inside your home and for carrying out certain minor tasks. See **Tasks you must do** on page 39.

We will usually take photographs to record the condition of the home at the time you take over the tenancy. We will refer to these when we inspect it at the end and if we have any dispute with you about disrepair or damage you cause during the tenancy.

Deposit

You will pay a deposit at the beginning of your tenancy which will be returned when you leave, provided your home is in good condition and you have no outstanding charges or rent owing to us.

When does my tenancy start?

The start date of your Tenancy Agreement is when you become the legal tenant. From that date on, you are responsible for your home and for paying rent, even if you do not move in immediately.

Can I put in my own fittings?

You can install your own fittings such as shelves, wall cupboards and washing machines, as long as you do not damage or remove anything, or alter our property. However, you must not put up a satellite dish or aerial on an outside wall or roof without our permission.

Can I make changes to the property?

We may agree to tenants carrying out improvements or alterations to our properties. You must discuss your plans with your managing agent and get formal permission from them before you start any work. They will also discuss what happens at the end of the tenancy. Depending on the nature of what you are going to do, we may require you to change things back to how they were or we may agree to give you some compensation for your investment in the property.

Are there spare keys to the house?

We provide you with the keys to your home. It is your responsibility to obtain any further sets or to get replacement keys if you get locked out.

What if I am a first time tenant?

We want you to be happy and settled in your home. We appreciate that renting a home for the first time can be a bit daunting. Being a tenant brings with it some responsibilities. Your managing agent will be happy to offer advice whenever they can. We have also put together some useful advice on safety and security. See **Handy hints** on pages 43 to 54.

Moving In

Changes In Your Household

If your household size increases, you must be sure that you do not overcrowd the property. This may be a breach of your Tenancy Agreement.

Joint tenancies

A joint tenancy is when more than one person is named in the tenancy agreement.

Each tenant is jointly and individually responsible for the tenancy. This means:

- each tenant is responsible for paying the full rent
- if one tenant breaches the agreement, the other can be held responsible.

Each tenant has equal rights. This means:

- each tenant can apply for Housing Benefit
- if one tenant dies, the tenancy will transfer to the other.

The tenancy can be ended by either tenant. If this happens the tenancy ends for the other joint tenant too, whether or not they agree. We may consider granting a new tenancy to the remaining tenant, but this will depend on the circumstances. See **Household Break-up** on page 17.

Taking in lodgers

You must apply to your managing agent for permission to take in any lodger. You must give the name, age and sex of the person, what part of the home they will use, and the reasons why you wish to take in a lodger.

Lodgers share your house with you like a member of the family. They must be able to use a bathroom as well as their bedroom. They do not have any rights of tenancy or exclusive use of any part of the home. See **Your Rights** on page 11.

Handing on a tenancy

When a tenant dies any joint tenant will automatically take over the tenancy.

If there is no joint tenant and the tenant who died had a **regulated** tenancy, other members of the family may be able to take over the tenancy.

There is also a limited right to pass on a Scottish short assured tenancy to a husband, wife or civil partner. See **Your Rights** on page 11.

Who can live in my home with me?

Any members of your immediate family can live with you. If your family increases, for example other close relatives come to live with you, you should inform your managing agent.

You can take in lodgers provided it does not cause overcrowding, and you have our permission. See **Taking in lodgers** on page 15.

You are not allowed to sub-let part or the whole of your home. If you try to do this, we will take legal action against you.

If anyone moves into your home on a permanent basis, or moves out, this may affect the level of any benefits you receive.

Can my partner or spouse become a joint tenant with me?

You can ask us to change your tenancy agreement to include someone who is living with you. We will normally only include your husband, wife, civil partner, or someone who has been living as your partner for at least 12 months.

However, before you decide to do this, we suggest you take legal advice.

See **Joint tenancies** on page 15.

Who can take over my tenancy when I die?

If you have a joint tenancy, it will automatically remain with the other tenant. If you have a regulated tenancy, your husband, wife or civil partner or other partner, or a member of your immediate family may be able to take over the tenancy if they were living with you at the time of the death. If you have a Scottish short assured tenancy, your husband, wife or civil partner can succeed to the tenancy if they were living with you at the time of the death.

See **Handing on a tenancy** on page 15.

Changes In Your Household

Household Break-up

Act quickly to protect your rights. Only a court has the power to force you to move out of your home. A court will consider the interests of any children first.

Your rights

If you are married or in a civil partnership

Both of you have the right to stay in the home. If you are joint tenants and one of you wishes to leave, we can transfer the tenancy to the remaining partner if you both agree. However, you must both write to us saying you agree to the transfer. If you cannot agree on who is to leave, only a court can make the decision for you.

Children

A court will normally put the interests of any children first to make sure they do not become homeless. The court will usually give the tenancy to the parent who has the main care and responsibility for the children.

Your rights

If you are unmarried

Your right to stay in the home depends on whether the tenancy is held in one partner's name or in both names (joint tenants).

- Joint tenants have equal rights to remain in the home but the tenancy can be ended by just one of the tenants. We can transfer the tenancy to the remaining tenant if you both agree but if you both want to stay in the home you must go to court for a decision.
- If you are not joint tenants the person whose name is on the Tenancy Agreement has the right to ask their partner to leave the home. However, you should get legal advice about your particular circumstances.
- If the person who is named as the tenant on the Tenancy Agreement leaves the home, the remaining partner has no automatic right to stay.

Can my partner make me leave the home?

You may have the right to stay, but your rights under law are complex. You should not give up your right to stay in your home before you have taken professional advice from a solicitor. Alternatively, you could discuss the situation with the Citizen's Advice Bureau or Housing Advice Centre in your area. Even if you are the tenant, a court can decide to make you leave. It will usually put the interests of the children first.

Who can end the tenancy?

Any tenant named in the Tenancy Agreement can end the tenancy, even if it is a joint tenancy. If your partner tries to end the tenancy, it may be possible to stop them doing so. You need to consult a solicitor immediately

Do I need to inform The Crown Estate?

Yes, if the matter affects your tenancy with us you should contact your managing agent and let them know about the situation. It is important that we know about any changes in occupancy.

Can name(s) on the Tenancy Agreement be changed?

If your name has changed (for example by marriage) or you want someone to become a joint tenant and have their name added to the tenancy agreement, you need to contact your managing agent. See **Joint tenancies** on page 15. A name can only be removed from a joint Tenancy Agreement if both tenants agree and we also agree to the tenancy being assigned to the other tenant. If there is no agreement only a court has the power to enforce a change of tenancy. In Scotland, if the tenancy is in only one name, it may be possible to transfer the tenancy to the remaining person. If the tenancy is in both names, it may be possible to transfer it to one of you by an application to the court under the Matrimonial Homes (Family Protection) (Scotland) Act 1981.

Household Break-up

Moving Out

We continue to charge you rent if you move out without letting us know, or don't hand in your keys on time.

Ending your tenancy

- **Notice.** You must let your managing agent know, in writing, at least one month before you leave. If you don't, we will continue to charge you rent even if you have returned the keys. You must tell us the date you expect to leave, and we will agree the exact date your tenancy ends.
- **Viewing.** You must allow us into your home before you leave to assess the condition of the property. See **Outstanding repairs** opposite. We may also need to show new tenants around.
- **Everyone must leave.** The tenancy does not end until all members of your household have left.
- **Keys.** You must return keys to the managing agent before your tenancy ends. If you don't, you will have to pay rent until we get them back, or until we have to change the lock. You will also have to pay for the lock change.
- **Deposit.** If no charges are made for damage and you do not owe us any rent, we will return your deposit in full.

Outstanding repairs

Before moving out, we will inspect your home to check if anything needs doing before it can be re-let. You must carry out any work which is your responsibility before you leave. If we have to carry out the work, we will charge you for the cost of the work once you have left. Such charges will be taken from the deposit you paid at the beginning of your tenancy.

Typical items we will charge you for are:

- missing or broken fittings, light switches, glass, toilet seats etc
- anything you have removed
- damaged work surfaces, fixtures, walls
- removing any belongings or rubbish you have left behind
- redecorating if the rooms are in an unsatisfactory condition.

We will usually have photos that were taken at the beginning of the tenancy which record the condition of the home when you took it over.

What do I need to do when I decide to leave?

You must let us know in writing at least one month before the date you want to end your tenancy. In the following weeks you must make various arrangements and be sure you have informed others that you are moving. See **For moving out** on page 43.

Before your tenancy comes to an end, your managing agent will visit your home and tell you if there are any items you need to repair or replace. A few days before you move out, they will visit again to check that the property is in reasonable condition for re-letting. You will be charged for anything you have failed to correct. See **Outstanding repairs** on page 19.

What if I still owe rent?

If you do not make arrangements with us before you leave about how you will pay any sum that is outstanding, we will take legal action. If necessary, we will use a tracing agency to find you.

What do I do with anything I don't want?

You must remove all of your furniture, personal belongings and any rubbish before the date that your tenancy ends. We will normally charge you for removing anything left behind after the keys have been handed in. You can arrange for any unwanted items to be collected by your council or you can take them to your local rubbish 'tip'.

What about any changes I have made to my home?

If you have removed any fixtures or fittings such as light fittings, handles, kitchen units, doors, you must put them back or provide a replacement unless it has been agreed with your managing agent that this is not necessary. If you do not do this we will charge you for carrying out this work on your behalf.

Moving Out

Rent

Your Tenancy Agreement will state when you must pay your rent. This will usually be a monthly sum payable at the start of the period which it covers.

Your rent

Your rent reflects open market value or, in the case of regulated tenancies, is a fair rent determined by the Rent Officer.

In most cases you are expected to pay us through your bank or building society. You will need to set up a standing order so that your payments arrive regularly on an agreed date every month. Your managing agent will give you the necessary form. Some of our tenants pay us by cheque or by bank giro, but we are phasing out this payment option.

Your rent invoice

We will send you a rent invoice on about the 10th of each month. This will show when your next payments are due and also record the last payment received. Your last payment may not appear on your rent invoice if it arrives at our bank shortly before or after the day we send out the invoice. See **Your Rent Invoice** on page 23 for an explanation of the rent invoice.

How your rent is set

Assured Shorthold Tenancy Rents (including Scottish Short Assured Tenancies)

The relevant statutory provisions allow us to set the rent in line with other market rents in your area.

Regulated (or Statutory) Tenancy Rents

If you have a regulated (or statutory) tenancy, your rent is set in line with the Rent Acts. This means your rent is set at a 'fair rent' level and is recorded in the local Rent Register. In Scotland the relevant act is the Rent (Scotland) Act 1984.

You or The Crown Estate (or both jointly) can refer your rent to the Rent Officer for assessment. If either of us is dissatisfied with the rent set, we can appeal to the Rent Assessment Committee to review it.

The Rent Officer Service and the Rent Assessment Committee are independent organisations that arbitrate between landlords and tenants.

How much rent do I pay and how often?

You must pay your rent once a month. The amount will depend on the type of tenancy you have, the size of property you live in and the area of the country you live in. See **How your rent is set** on page 21. At the start of your tenancy your managing agent will help you set up a standing order with your bank. See **Your rent** on page 21.

You pay Council Tax separately to your local council and, you pay your water and sewage costs directly to local companies.

How do I keep track of my payments?

Your bank statement will show when you have made payments. We also send you a rent invoice every month. You should check your rent invoice when you receive it to make sure your rent account is in order. See **Your Rent Invoice** on page 23 for an explanation of your invoice.

Will the rent change?

Assured shorthold rents are normally reviewed every year. Fair rents (for regulated tenancies) are reviewed every two years - not necessarily from the time your tenancy started.

When any increase is due you will receive a letter which tells you how much you must pay for the coming year. You must immediately contact your bank to change the amount of your standing order. If you don't, you run the risk of going into arrears.



In case of query
Contact:
Rural Agent
Tel: 01299 987654

1

INVOICE

VAT REG. 888 818447

2 Tax Point: 07-Sep-2006

3 Number: 000000000

Albert Ross
17 Elm Cottages
Anywhere
Cornwall
ZQ3 & PT

4

If receipt is required please tick here and return both parts of this form. No receipt will otherwise be issued.

Company Name
Tenancy Reference
Property Name
Agreement Description

Zeland
2099999 900000530
17 Elm Cottages

6
7
8
9

5 Page 1 of 1

Item No	Description	Date Due	Period From To	Amount Due	VAT
399995	Bal b/f Customer Receipt	09-Aug-2006		200.00	
109999998	Rent	09-Sep-2006	09-Sep-2006 - 08-Oct-2006	-200.00	0.00
109999998	Rent	09-Oct-2006	09-Oct-2006 - 08-Nov-2006	200.00	0.00
				200.00	EXE

VAT Analysis
EXE Exempt

NET 400.00

VAT 0.00

Balance c/f 400.00

14

15

16

Albert Ross

2099999 900000530

ABC

bank giro credit

17

ABC

Date _____
Casher's Stamp

No CHQs/Pos

Paid in by
Bardays/ Bank PLC
Automated Bulk Credit Clearing Account
The Crown Estate Cash Account
40329053
65-92

Branch No. Account No. Trust Code
25-05-67 40329053 73
18 19

Notes £50	£20	£10	£5	Coins £2	50p and 20p	10p and 5p	2p and 1p

Total Cash
Total CHQs
£

Your Rent Invoice

Key

1. Your Managing Agent's contact details – please call this number if you have a query regarding any aspect of your Rent Invoice
2. The date when your Invoice was issued
3. Invoice Number – Unique Number – Please quote this number if you have a billing query – see also No. 7
4. Your full property address where all Rent Invoices are to be sent
5. Number of pages on your rent statement (Usually only 1 page is required)
6. The Estate in which the property is located on
7. Your Tenancy Reference – Please quote this number if you have a query – see also No.3
8. First line of your property address
9. For our reference only
10. System generated number – for our reference only
11. The date that your rent payment is due
12. The period that your monthly rent covers
13. A minus on your rent invoice represents a payment received
14. Vat Analysis – Please note that all residential properties will be Exempt and therefore do not attract VAT
15. Total of all charges (including those invoiced in advance) before VAT (see note 14)
16. The amount that will be carried forward to your next Rent Invoice
17. Tenancy Reference on Payment Slip – Please ensure that this number is quoted on all payments
18. The Crown Estate Barclays Bank Sort Code
19. The Crown Estate Barclays Bank Account Number

Housing Benefit and Council Tax Benefit

Housing Benefit and Council Tax Benefit are dealt with by your local council's Housing Benefit section.

Housing Benefit

This is for tenants who are on a low income or who are receiving welfare benefits. It only covers rent payments; **not** garage rent, home contents insurance, water rates, sewerage charges or Council Tax.

The amount you get depends on your rent, the number and ages of people living in your household, the total income of everyone living in your home, and any savings or investments you have. Even if you have just started work, you may still get benefit.

Council Tax Benefit and reductions

This is for people who are on a low income or who are receiving welfare benefits and who would normally pay Council Tax. The amount you could receive depends on:

- your income and any savings or investments
- your personal circumstances (for example, if you are a pensioner, unemployed or on low income)
- the amount of Council Tax after any deductions which apply (for example, people who live alone or households with students may be entitled to concessions).

Your responsibilities

- You must give the council all the information they need to process your application.
- They review your benefit claim from time to time. When you receive a renewal form, you must fill it in immediately. If you do not send it back on time, you may go into arrears with your rent.
- You must tell your council's Housing Benefit section about any changes in your circumstances (for example, the number of people in your home, your income or if you move to a different address).
- You must let your managing agent know if there are any problems or changes with your Housing Benefit that will affect your rent payments to us.

How can I get Housing Benefit and Council Tax Benefit?

You will need to fill in an application form. Contact your local council and they will send one to you or you can arrange to collect it. The council will assess your application for both Housing Benefit and Council Tax Benefit at the same time. If they approve your application, they will write to tell you how much you will receive. If you think they have assessed your claim incorrectly, you can ask for a review.

If you get full benefit we suggest you ask the council to pay it directly to us but if you get less than your full rent, we prefer that they pay the benefit to you and then you must pay your rent to us.

What if I have any savings or other income?

If you have savings, investments or other income (for example, a private pension), this may affect the amount of benefit you can receive. However, savings or income under a certain amount will not affect your benefit. Savings include spare cash, premium bonds or redundancy payments.

What do I need to do if my circumstances change?

If your circumstances change, you must tell the Department for Work and Pensions and your council's Housing Benefit section immediately. See **Your responsibilities** on page 25. If you don't tell them you will have to pay back any benefits that have been wrongly paid to you.

If we have to pay back any housing benefit which has been paid directly to us on your behalf, we will treat this as rent arrears that you owe us. You will therefore be breaking the conditions of your tenancy.

Arrears

Arrears is the term we use for money you have failed to pay us. If you do not pay what you owe us we will act quickly to take legal action. You could lose your home.

What to do

Let your managing agent know immediately if you are having difficulty paying your rent.

If you know you have a payment problem, or you have received a letter from your managing agent saying you have missed a rent payment, you should contact them immediately. You should do this even if you receive Housing Benefit.

Your managing agent will discuss the matter with you, and see if you can correct the situation quickly.

If you want to stay, you've got to pay

We will take legal action against you if you continue to be in arrears with your rent payments. If you are joint tenants we can take this action against either or both of you.

We will deliver a legal 'notice' to you. You must contact your managing agent as soon as you receive this.

If you do not clear your arrears, we will take you to court and as a result:

- you may have to pay for the court costs
- you will still have to pay us what you owe us
- you could lose your home. If this happens we are unlikely to offer you another tenancy with us in the future. You may also be regarded as intentionally homeless. This means that a council or housing association is not obliged to re-house you and your family.

See **Breaking Tenancy Conditions** on page 9.

What if I have problems paying?

You must talk to your managing agent immediately whether it is a temporary or permanent problem. They will discuss the matter with you. You may be able to get Housing Benefit or, if you already receive it, you may need to get it reassessed. However, you must keep paying us while your benefit is being sorted out.

For other help and support (for example, about managing your money) you should go to your local Advice Centre or Citizens Advice Bureau, or contact the Welfare Officer at your place of work. However, if you continue not to pay your rent, we will take you to court.

What should I do if my Housing Benefit has not been paid?

You are responsible for your Housing Benefit claim. If it has not been paid we can still take legal action against you.

You need to contact your local council's Housing Benefits Office to find out when payment will be made.

I think the arrears on my account are wrong. What can I do?

Contact your managing agent. They will check the account. If the arrears are wrong, they will adjust the account. If the figures are correct, they will explain to you how the arrears have occurred.

If you pay your rent by standing order, you may have forgotten to tell your bank about an increase in the amount you need to pay us. Or, if you have paid us a sum by cheque, it may have gone astray in the banking system or taken some time to get to our account. Always remember to write your tenant reference number on the back of the cheque. This helps us and the bank to track your payment.

Arrears

Living In Your Home

When you sign your tenancy agreement you agree to look after your home.

Living in the countryside

As many of our homes are close to agricultural land, forests or moorland, it is important that you and your family behave responsibly, for example your pets must not worry livestock or disturb wildlife, or put them at risk of disease.

You must also respect any activities which commonly take place in rural areas. These are likely to include farming - and country sports may sometimes be pursued. You should not wander from public paths when out walking.

Pets

- You can keep a small bird or small caged animal if it is properly cared for, but you must get our permission to keep a cat, dog, or other animal in your home or garden, particularly if it is an unusual or exotic animal.
- Keep your pet under control and make sure it does not annoy your neighbours. We will withdraw permission if your pet causes a nuisance or damages the property.

Rubbish disposal

Most of your rubbish must be put into the bins provided by your local council, but you should try and recycle as much as possible. Some council's make separate collections for glass bottles, paper and plastic containers. Also, there are usually recycling collection containers on or near most superstores or town centres.

Some councils provide a pick-up service for old furniture, fridges etc. You should take all other bulky items or garden waste to one of your council's rubbish 'tips'. When you go, you may need to prove you are a resident in the area. Take a council tax, electricity or water bill with you which shows your name and address.

Your local council may have arrangements for occasionally collecting garden waste and grass cuttings from your home, but we would encourage you to compost as much as possible. See **Caring for the Environment** on page 33. If you can't do this, you should take these to one of your local council's rubbish 'tips'

Can I keep a pet?

You can keep a small bird or small caged animal, but if you want to keep a cat, dog or other animal, you must have our permission first. See **Pets** on page 29.

Can I put in my own fittings or make changes?

You can install your own fittings such as shelves, wall cupboards and washing machines, as long as you do not damage or remove anything, or alter our property. However, you must not put up a satellite dish or aerial on an outside wall or roof without our permission. If you want to make other changes, you must ask your managing agent for permission. See **Can I make changes?** on page 14.

How do I get rid of rubbish?

Your council will usually collect household refuse once a week from the bags, bins and recycling boxes provided. See **Rubbish disposal** on page 29. Grass cuttings and other soft vegetation is best composted. See **Caring for the Environment** on page 33.

Can I run a business from home?

Your home is only for living in. You must not carry out the main work of a business at home or receive customers. Also, you should not put your home address or telephone number in advertisements and brochures in order to get business.

What if I am going away for a while?

If you are going to be away for more than 28 days, for example a long holiday or into hospital, you must let your managing agent know. You should make sure that your home is secure and that you have taken precautions against cold weather and burst pipes etc. See **If you go away** on page 43.

Living In Your Home

Gardens and Cars

Your garden

We will carry out essential maintenance to:

- main paths leading from the property boundary to your front and back door
- the driveway leading to your main entrance
- walls and fences that we own around your garden areas, including gates.

You are responsible for:

- keeping the garden tidy and clear of rubbish
- making sure shrubs or hedges are trimmed to a reasonable height, and are not a nuisance to neighbours
- maintaining any steps, dividing fences and paths (other than the ones we are responsible for)
- contacting us about any trees that need attention or you think are dangerous.

You are not allowed to:

- park a car or caravan in your garden, unless it is on a driveway or hard standing
- put up a large shed or store, or lay a concrete path
- cut down, lop or prune any trees

without permission from your managing agent.

Composting

You can put in soft garden waste such as weeds, lawn mowings and non-cooked kitchen waste (vegetable or fruit peelings, egg shells, dead flowers). You need to add shredded newspaper, and soft cardboard, such as egg boxes, to stop the mixture getting too wet. After about nine months you should be able to use the mixture in plant pots or on your flower beds. We strongly recommend that you compost as much as possible. See **Caring for the Environment** on page 33.

Who is responsible for fences, gates and paths?

We are responsible for any boundary walls and fences (including gates) that we have provided, and the main steps and paths that lead from the property boundary to your main entrance door.

Can I put up a shed or greenhouse, or make changes to my garden?

You must write to your managing agent and ask for permission. You should give the details of the size and type of shed or greenhouse you want to put up, and a plan of your garden showing where you want to put it. It must not block the light to your neighbour's house or garden.

We welcome tenants' efforts to make their homes and gardens attractive. You may carry out planting and minor landscaping, but you should check with your managing agent before making any significant changes.

What about septic tanks or cesspits?

You are responsible for getting it emptied on a regular basis. If you have any other problems with it, you should contact your managing agent.

Can I light a bonfire?

You may light a bonfire, provided you are allowed to do so under local regulations. You must also consider how it will affect your neighbours, for example the time of day, the weather conditions and the wind direction.

Is car repairing allowed?

Within reason, you may repair your own private vehicle, but you must not change oil or discharge fuel tanks, or cause a nuisance to neighbours through noise or disturbance.

You must not carry out commercial vehicle repairs, car-breaking, or paint spraying. You must not store untaxed vehicles on our land without permission from your managing agent.

Gardens and Cars

Caring for the Environment

By taking some simple actions you can help protect our environment and at the same time save money!

Use less electricity and gas

Around a quarter of all carbon dioxide emissions released into the air come from energy (gas, electricity or solid fuel) we use in our homes. Carbon dioxide (CO₂) is one of the main gases that are causing global warming and climate change.

You can save money and reduce emissions.

- Fit energy efficient light bulbs. They cost a little more to begin with but they last much longer and use much less electricity.
- Switch off lights in any rooms you are not using and do not leave lights on overnight.
- Use your fridge and freezer efficiently:
 - do not position them next to a cooker or radiator
 - do not leave the doors open longer than necessary
 - let food cool down before you put it in the fridge or freezer
 - fill any empty space you are not using. You can do this by wrapping piles of newspaper inside plastic bags.
- Where possible buy A-rated electrical goods as they save energy.
- Switch off electrical goods such as your TV, video, DVD or computer at the socket. This is because they continue to use up electricity when they are left on standby. For the same reason, do not leave mobile phones or other items on charge. When they have finished charging switch off the charger at the socket.
- When boiling the kettle, only put in as much water as you need.
- Turn your heating down. Every one degree you turn it down will cut your heating bills by about 10 per cent.
- When washing clothes, put a full load into your machine and use an economy or low temperature programme. Whenever possible dry your clothes on a washing line outside.

Recycle waste

Most of the rubbish we create goes into 'landfill' sites where it is buried. We can reduce this by sorting out the items that can be recycled.

- Most councils have arrangements for collecting newspapers, cans, plastic bottles and glass. They may provide bags or bins for you to put out for collection or they may have recycling points near a local supermarket or car park.
- For the garden you can get (or make) a compost bin. See **Composting** on page 31.
- If you are throwing out old clothes, books or other items you can take them to a local charity shop or a fundraising sale. Someone else may want what you are throwing away.
- When you go shopping take your old plastic bags to reuse rather than taking new ones.
- Eight million nappies are put into landfill sites everyday. They take hundreds of years to decompose. Why not use towelling ones at home and just use the disposable ones when you are on holiday and away from the home? It will save you money too.

Save water

- If you have a garden, collect rainwater in a water butt and use this to water your plants or wash your car.
- Try to take showers instead of baths.
- Don't leave the tap running while you clean your teeth or wash up.
- Wait until you have a full load of washing before using your washing machine.
- If you wash your car at home, use a bucket - not a power jet or hosepipe. Most car washes at garages recycle their water.

Reduce heat loss

- Fit draught excluders around doors, window frames and letterplates if they do not fit properly. Also, fill gaps under skirting boards with beading or mastic sealant.
- Close curtains at dusk.

Noise and Nuisance

Your Tenancy Agreement states quite clearly that tenants and their visitors must not cause nuisance to neighbours.

What to do

Talk to your neighbour. People often do not realise they are disturbing others. The first step to take is to explain politely to the people involved that they are causing you a problem.

Contact your council's Environmental Health Officer. If the problem is about severe or persistent noise or other environmental problems such as animals, rubbish, fumes and so on, your council can take action.

Talk to us. Disagreements between neighbours can be difficult to resolve. If the problem continues or it is of a serious nature, contact us. We can only get involved if one of our tenants has breached their tenancy agreement.

We will not respond to anonymous complaints, but we will treat all complaints seriously.

Being a good neighbour

- Control the volume of sound from radios, music systems and televisions, making sure it does not get above a reasonable level.
- Make sure that you mow lawns at reasonable times of the day.
- Be quiet when you return home late or set off early.
- If you have an intruder alarm make sure that the Police and your managing agent know who they can contact if it goes off when you are not at home.
- If you have a dog, do not leave it barking continually in the home or out in the garden.
- Warn neighbours when you are going to do something particularly noisy such as drilling, hammering or having a party.

What can I do about nuisance from a neighbour?

Very often people do not realise they are disturbing others. The first step is to try to sort out the matter yourself by talking to your neighbour. If the situation does not improve, you should contact your local council's Environmental Health Officer.

We can only get involved if the problem is caused by one of our tenants and they have breached their tenancy agreement.

What can I do about a general problem in my area?

For environmental problems such as persistent noise, poorly kept animals, accumulation of rubbish, smoke, fumes etc, you should contact your council's Environmental Health Officer.

If there is some activity in the area which is causing you alarm, distress or fear, you should contact the Police and your managing agent as well. We will do what we can to help and co-operate with the Police and other agencies to try and solve the problem.

What if I cause nuisance to a neighbour?

If you, a member of your family or a visitor to your home cause nuisance to neighbours you may be in breach of your Tenancy Agreement.

In serious cases we will get involved. We will try to resolve the matter with you but, if the nuisance does not stop, we will take action against you. This may result in you and your family being made to leave your home.

Noise and Nuisance

Repairs

Our service

Day to day repairs.

We rely on tenants to report repair requirements to our managing agent as soon as these are noted.

They arrange repairs to most parts of the property. See **Repair Responsibilities** on page 39.

General maintenance and servicing.

We have planned programmes of work for most of our properties which include external painting and annual health and safety inspections.

Our gas-fired heating and hot water systems are checked once a year by specialist contractors.

They send a letter giving a date when they will call. This may happen at any time of the year.

Once every 5 years we also carry out checks on electrical wiring and any electrical fittings or appliances that we have installed.

Our response times

When you need a repair carried out, your managing agent will assess the nature of the problem and the circumstances and then let you know how soon a contractor will come to do the work. We have three broad categories of repair.

- **Emergency.** This is used when there is real risk of injury or death, major damage to the property, or the property is not secure. Sometimes we may only make the situation safe. Follow-up work will be completed as soon as possible.
- **Urgent.** For small repairs that need to be carried out urgently to overcome major inconvenience and to prevent problems getting worse.
- **Routine.** When the repair causes only minor inconvenience or is not dangerous to members of the household or the public. Certain repairs to the outside of the property may be done at a later date as part of general maintenance.

In some circumstances, we will need to come and look at the problem before arranging the repair.

What repairs are
The Crown Estate
responsible for?

We are responsible for the outside of your property, the main structure and any fixtures or fittings that we have provided inside your home. You are responsible for taking care of the inside of your property and for certain repairs and replacements. See **Repair Responsibilities** on page 39.

How long will it
take to get my
repair done?

When you report a problem, the work will be put in a response category, such as emergency, urgent, or routine. Your managing agent will tell you the expected response time by the contractor for each of these categories. See **Our response times** on page 37.

What if I am not
satisfied or have a
complaint?

Let your managing agent know if a repair is not completed within the time allowed or if you are not satisfied with the work that has been done. When work is completed please let us know what you think of the service (some of our contractors may leave a questionnaire for you to complete). We will investigate all complaints to ensure that work is carried out to a good standard without delay.

Do you carry
out safety
inspections?

We have a legal duty to check the safety of any gas appliances in your home: gas central heating, gas water heating or gas fires. An inspection is carried out every year by a specialist contractor. If you do not allow access to your home for these inspections you are in breach of your Tenancy Agreement. If an appliance owned by the tenant, for example a cooker, is found to be unsafe, the inspector has to disconnect it. This is the law.

Repairs

Repair Responsibilities

We strongly recommend that you take out contents insurance which may help you pay for accidental damage and breakages. See **Handy hints - Care** on page 47.

Responsibilities

We are responsible for repairing and maintaining:

- the structure of the property you live in, including all the external parts
- any internal fixtures, fittings or appliances provided by us unless they form part of your responsibilities
- all gas and water pipes, wiring and fixtures for heating, drainage, power and lighting
- any boundary walls and fences that we have put up, the main steps and paths that lead from the property boundary to your main entrance door and any built-on garages or stores.

You are responsible for:

- telling us promptly when a repair is needed
- letting us into your property to carry out repairs
- arranging for septic tanks or cesspits to be emptied
- arranging and paying for any repair work needed because of damage caused by you, members of your household, or visitors.

Tasks you must do:

- replacing glass in doors and windows (even if the breakage is caused by vandals)
- replacing plugs and chains in baths, basins etc
- replacing lost keys or, where appropriate, changing or fitting extra locks (you must get your managing agent's approval to do this)
- carrying out internal decoration (including filling small plaster cracks and holes) and painting internal doors using colours first approved by your managing agent
- trying to clear blocked sinks, baths, basins and toilets. See **Handy hints - Blockages** on page 49
- repairing and maintaining your own fixtures and appliances
- clearing leaves from gutters and gulleys
- replacing floor and wall tiles unless the problem is caused by damp
- replacing shelves, pelmets, mirrors, hooks and window locks, toilet seats and light bulbs
- repairing gate catches and latches.

Who is responsible for repairs?

We are responsible for the outside of your property, the main structure, any installations supplied for heating, sanitation and supply of services.

You are responsible for taking care of the property and keeping it decorated inside. You are also responsible for doing certain repairs. See

Responsibilities and Tasks you must do on page 39.

In order to be fair, tenant responsibilities apply to all tenants without exception. If you cannot manage and have no one who can help you, contact the Citizens Advice Bureau to find out if there are organisations that can help.

What about damage?

If damage is caused by you or someone in your home, we expect you to repair it yourself or arrange and pay for it to be carried out.

If any damage is our fault, or caused by a defect in the property, we will carry out any redecoration needed but will not replace your damaged belongings, for example carpets. We recommend that you take out home contents insurance to cover your own belongings. See **Home contents insurance** on page 47.

What about vandalism?

If you have damage caused by a break-in or vandalism, you must report it to the Police and get a Police Crime Number. We will then carry out any repairs to items we are responsible for, and you will not be charged for the cost of these repairs. However, you are responsible for replacing any broken glass. We will always do emergency work to make sure you and your family are safe, but we will charge you for this if you have caused the problem, or you cannot supply us with a Police Crime Number.

Repair Responsibilities

Arranging a Repair

By giving your managing agent all the information about the repair needed, you will help them respond efficiently. They want to give the contractor the correct information about what work needs to be done, and what materials are needed so they can get the problem fixed quickly.

What we need to know

When you call your managing agent, please give as much information as possible.

- Which item may need repairing or replacing?
- What is the problem? Is it loose, stiff, leaking or broken?
- What is causing the problem?
- Where is it? Which room inside or whereabouts outside?
- Can you describe the item? What type, size, shape or colour is it?
- What is it made of: wood, metal or plastic?
- How big is the problem? What approximate area or length is affected?
- Is it causing any other problems or damage?

How your repair is handled

- We will ask you for your name, address and phone number, and details of the repair.
- We will record your repair and put it into a response time category. The contractor will be expected to start work within the timescale set by your managing agent for that category.
- We will give you the name of the contractor who will carry out the work.
- The contractor will telephone you to make an appointment to come and do the repair. This will be for an agreed day. They will not usually be able to offer you a specific time.
- When the work has been done, we may ask you to fill in a satisfaction form so we know what you think of the service.

Who do I contact about repairs?

Telephone your managing agent. When you report a repair please give as much information as possible. This will help the managing agent to respond quickly.

If you have an emergency outside their normal office hours, you should phone one of the contractors on a list given to you by the managing agent. You must be sure that you only call them out for a genuine emergency (see **Emergency** on page 37 for a definition of what we consider is an emergency). If it is not a genuine emergency you will have to pay for the unnecessary call-out.

All repairs are carried out by experienced, professionally certificated contractors.

What if I can only be in at certain times?

Work is usually carried out during normal office hours. The contractor will phone you to make an appointment for a particular day. They are unlikely to be able to give you an exact time of day.

If it is difficult for you to be in, you can leave your key with the managing agent or a neighbour for the contractor to collect. However, neither we nor the contractor can be held responsible for anything that goes wrong when you are not there.

What if I am not in when the contractor calls?

If the contractor calls on the agreed day and no-one is in, or they cannot get access to the property, they will leave a card asking you to phone immediately. If you do not respond, the job will be delayed and this adds to the cost of the repair. We will expect you to pay the additional amount.

Arranging a Repair

Handy Hints - Making Arrangements

If you go away

- Inform your managing agent if you are going to go away for longer than 28 days. This might be for a holiday, to look after a relative, or to go into hospital.
- In case of emergencies, please give your managing agent details of how to contact you and who has a key if they need to get in.
- If you have an intruder alarm make sure the Police and your managing agent know who to contact if it needs to be turned off when you are not at home.
- Tell your managing agent if you have made arrangements with anyone to look after your home while you are away.
- You could consider fitting a timer device to a living room lamp to make the house appear occupied.

For moving out

Before handing in the keys, make sure that:

- you have paid any rent or charges you owe us
- the property is clean and you have wiped down all work tops, sills, kitchen units and floor tiles
- all your furniture, carpets and belongings have been removed including from cupboards, sheds and lofts and no rubbish is left in the house or garden
- you have carried out any repair or redecoration that is your responsibility
- you have contacted the gas, water, electricity and telephone companies to finalise your accounts. Keep a note of meter readings to check your final bills
- you have told the Council Tax Department that you are moving
- if you claim any benefits, you have told the Benefits Agency and the Housing Benefit Section that you are moving
- you have arranged for your post to be re-directed and given us a forwarding address.

Handy Hints - Security

When someone calls

- If you have a spyhole in your door, check to see who is calling before opening the door.
- If you have a door chain, keep it on when you open the door. (It's a good idea to fit one. They are inexpensive.)
- If you don't know the caller, ask to see some form of identification and check it carefully.
- If you are unsure about whether someone calling at your door is genuine, don't let them in.
- Don't give in to anyone (man, woman or child) if you feel unsure. It's your home.

Take precautions

- When you go out in the evening, draw the curtains and leave a light on in a room (not the hall).
- Arrange with a trusted neighbour to keep an eye on each other's houses. Ring the Police if you see anything suspicious.
- Don't leave spare cash or valuables lying around the home or where they can be seen through a window or door.
- Keep a list of valuable belongings, making a note of any serial numbers, or you can mark them with your postcode and house number using a security pen.
- Report to your managing agent if any keys are lost or security devices are not working properly.

Handy Hints - Safety

Preventing fires

- Agree a plan with your family about how you would get out of the house if there was a fire.
- Fit a smoke detector in your home. Test it regularly to see that it works and renew the battery if it starts beeping irregularly.
- Before going to bed at night or when you go out, make sure all fires are out or have a fire guard in front, close all doors and make sure you have put out all cigarettes and candles.
- Don't dry clothes over heaters.
- When cooking with oil always watch the pan and remove it from the heat when you have finished.
- Do not store paraffin, calor gas, petrol or any other materials that could explode or catch fire in your home.

Smell of gas

- **Open** doors and windows to get rid of the gas.
- **Check** to see if the gas has been left on unlit or if a pilot light has gone out. Do not relight until all gas has cleared.
- **Turn** off the gas at the meter.
- **Don't** use anything electrical or electronic eg door bells, electrical switches or even your phone (including a mobile phone).
- **Don't** smoke or light a flame.
- **CALL National Grid (Gas) - 0800 111999** from a phone outside your home. **Using a phone inside could cause an explosion.**
- Let your managing agent know what has happened.

Preventing carbon monoxide fumes

- Keep rooms well ventilated - make sure vents are not obstructed or closed.
- Buy appliances marked with the British Standard Kite Mark.
- Only use CORGI registered gas installers to connect and service your own gas appliances.
- We must, by law, carry out a gas safety check on all gas appliances we have supplied in your home once a year. You must allow us into your home to do this check - remember it is to protect you and your family.

Electrical safety

- **Unplug** any appliances that are not in use.
- **Use** the correct fuses in plugs, and check flexes and plug tops are not damaged.
- **Disconnect** the electricity supply to any faulty switch or socket and unplug any faulty appliances. See **Handy hints - Trip switches** on page 51.
- **Don't** touch bare wires. Turn off the electricity at the mains consumer unit. See **Handy hints - Trip switches** on page 51.
- **Don't** touch anything electrical if it is wet. Turn off the electricity at the mains and don't use again until it is completely dry. See **Handy hints - Trip switches** on page 51.
- **Don't** overload sockets. Use a multi-plug extension rather than an adapter.
- You must not make any changes to electrical fittings or wiring without asking our permission. Any change must be done by a properly qualified electrician.

Handy Hints - Care of the Home

Home contents insurance

A domestic crisis can quickly turn into a disaster if you are not insured.

We strongly advise you to take out insurance to cover damage to, or theft of, your personal belongings, carpets, furniture and other household contents and decorations. As an example, if your bath overflows or your washing machine floods, we are not responsible for any damage this causes to the property. However, you may be able to claim back the cost of repair from your insurance.

You should check that your policy covers:

- broken glass
- replacement of stolen or broken items at today's prices
- accidental damage.

Report any repairs promptly

Report any repair needed to your home to your managing agent. They can then deal with them before they get worse. Regular checks around your home can prevent larger problems arising. When you call your managing agent, please give as much information as possible.

- Which item may need repairing or replacing?
- What is the problem? Is it loose, stiff, leaking or broken?
- What is causing the problem?
- Where is it? Which room inside or whereabouts outside?
- Can you describe the item? What type, size, shape or colour is it?
- What is it made of: wood, metal or plastic?
- How big is the problem? What approximate area or length is affected?
- Is it causing any other problems or damage?

Regular jobs that you can do

Windows. Wipe down windows and sills to remove condensation puddles.

Sills. Clean off any mould growth using a fungicidal wash available from most DIY stores.

Wastepipes. Clean through sink wastes with hot water. Be careful about using strong solutions bought from shops because they can damage the pipes, and are often harmful to the environment. See **Handy hints - Blockages** on page 49.

Gullies. Clear any leaves or debris from covers and check that water flows freely.

Hinges and locks. Oil them a little to stop them getting stiff or squeaky.

Carry out an annual check up

Locks, latches and hinges. Are they working properly?

Stoptaps and gatevalves. Do you know where each one is and what each is for? Can you turn them freely? The stoptap is usually found near the kitchen sink or where the water pipe enters the house.

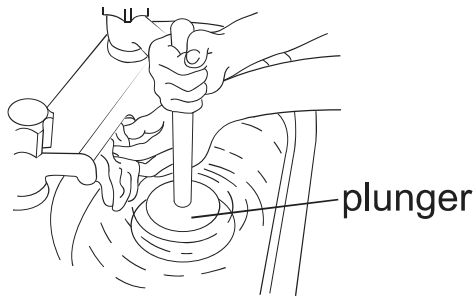
Heating. Are the controls set correctly?

Radiators. Are there any cold spots?

Roofs. Are any slates or tiles missing or loose?

Gutters and downpipes. Are any leaking or blocked?

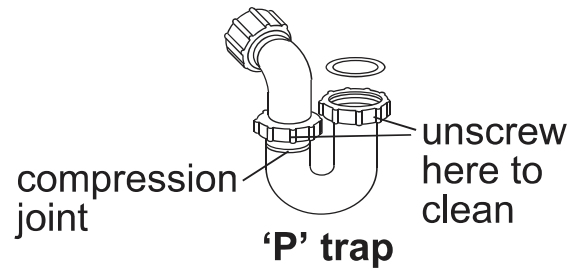
Handy Hints - Clearing a Blocked Waste



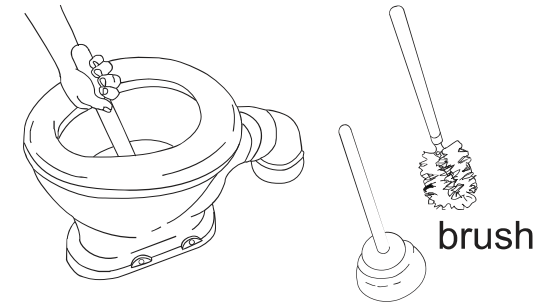
unblocking a basin or sink



bottle trap



'P' trap



unblocking a toilet

brush
plunger

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General advice

- Blockages in basins and sinks are usually caused by the build-up of waste in the trap: fat, tea leaves, hair, cooking oil etc. We advise you to clear wastepipes and traps at least once a month with a domestic cleaning product. Always follow the instructions carefully. **Do not** use caustic soda as it destroys plastic fittings.
- The trap always holds some water which stops air or foul smells coming up the drain. However, waste can build up and become stuck in it.
- If more than one fitting (bath, basin or sink) is blocked, the blockage may be in the soil stack or main drain. This will need to be cleared by a contractor.
- Blockages in toilets are usually caused by unusual objects: nappies, toys or toilet fresheners. You must not use toilets as rubbish or waste disposers.

What to do

You need:

- bowl or bucket
- jug or cup to be used as a scoop
- wet rag or dishcloth
- plunger - for the toilet you can use a toilet brush or mop
- protective gloves.

To unblock a bath, basin or sink:

- scoop out most of the water
- hold the rag tightly over the overflow opening
- place the plunger over the plug hole and pump it up and down rapidly.

To unblock a toilet:

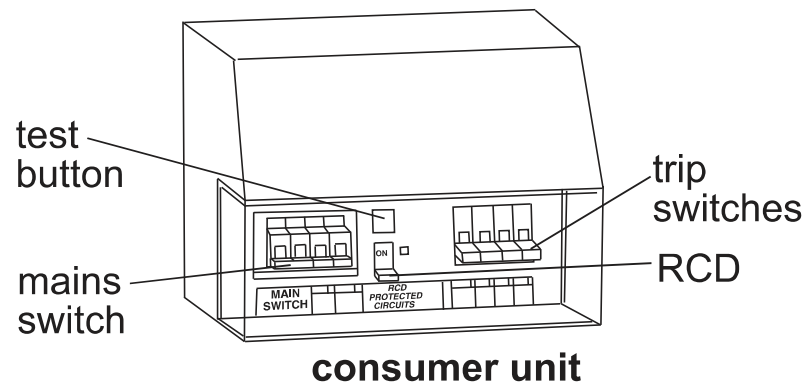
- if the pan is already full, remove some of the water into a bucket using some form of scoop, eg a jug or cup
- push the brush or plunger to the bottom of the pan
- pump it up and down vigorously about 10 times. This creates a vacuum and pressure, which may shift the blockage
- flush the toilet to see whether the blockage has gone.

You may need to repeat this process several times before the toilet flushes normally. If there is no improvement, you should contact your managing agent.

Thoroughly wash your hands and all equipment after you have finished.

Handy Hints - Resetting a Trip Switch

If your lights or power go off, it means your trip switches are working properly. You can find out what caused the problem and sort it out quite easily.



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General advice

- Modern electric circuits are fitted with circuit breakers called trip switches. If a fault develops, a switch is tripped and the circuit is broken.
- All of the fuses or trip switches are located in the consumer unit. Some consumer units have buttons rather than switches.
- A trip switch or button usually operates because:
 - there are too many appliances on a circuit and it is overloaded
 - an appliance is faulty or has been misused, such as a kettle has been over-filled or a toaster not cleaned
 - water has leaked into a circuit or spilt onto a plug
 - a light bulb has blown
 - an immersion heater is faulty.

General advice (continued)

- If one of your electrical appliances is faulty, leave it unplugged and get a qualified electrician or service engineer to check it.
- If a wall or ceiling light is faulty, keep it switched off (put some tape over the switch) and contact your managing agent.
- **Make sure your hands are dry when you touch electrical fittings.**

To reset a trip:

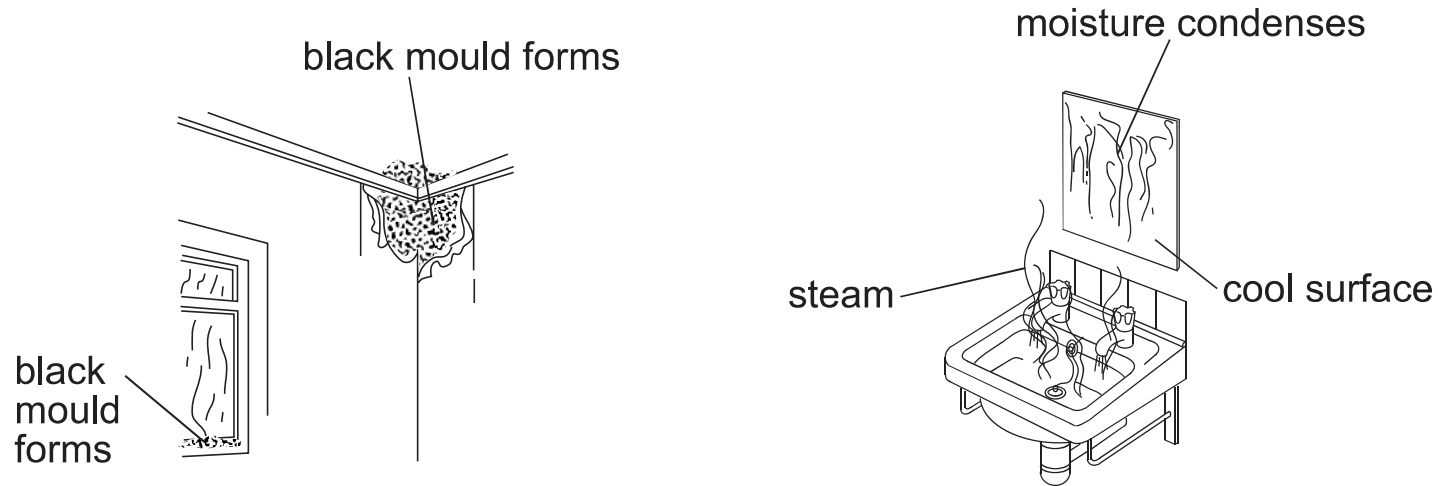
(This advice only applies to modern consumer units. If you have an older 'fuse board' type with rewirable cartridges, do not touch it and contact us immediately.)

- open the cover on the consumer unit to expose the trip switches/buttons
- check which switches/buttons have tripped to the OFF position and which rooms (circuit) have been affected
- put these switches/buttons back to the ON position.

If the trip goes again. It is probably being caused by a faulty appliance or light. You need to identify which circuit is being affected and which appliance on that circuit is causing the problem:

- check all the rooms and note which set of lights or sockets is not working
- unplug all appliances on that problem circuit, and switch off the immersion heater
- switch the 'tripped' switch to the ON position (press in if it is a button)
- plug in the appliances or switch on each light one at a time until the trip goes again. Do not use adaptors or multipug extensions when testing appliances.

Handy Hints - Condensation



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What is condensation?

- It starts as moisture that is produced by cooking, washing or drying clothes indoors on radiators.
- This moist air condenses on cool surfaces such as walls, mirrors, wall tiles and windows, and even some clothes.
- When the moist air is warm it rises and often ends up on ceilings and in upstairs rooms and then forms mould.

If mould forms:

- wipe the mould off immediately with water. Do **not** use washing up liquid
- apply a recommended product available from a hardware or DIY store. Always follow the instructions carefully. Do **not** use bleach.

Preventing condensation

Condensation can occur in any home. You can take steps to prevent it.

Control excess moisture:

- close kitchen and bathroom doors to prevent steam going into other colder rooms
- open the windows when cooking or washing so that steam can escape, or use an extractor fan if you have one fitted. Leave these on for a while (up to 20 minutes) after you have finished cooking or washing
- open some windows in other rooms for a while each day and open any trickle vents fitted in your window frames. This allows a change of air
- wipe down surfaces where moisture settles to prevent mould forming
- do not block air vents and allow air to circulate around furniture and in cupboards.

Produce less moisture:

- dry clothes outdoors whenever possible, otherwise use well ventilated rooms
- cover fish tanks and remember houseplants and pets also produce moisture
- cover pans when cooking
- vent any tumble driers to the outside.

Keep your house warm:

- take steps to prevent heat loss
- maintain low background heat when the weather is cold or wet. This doesn't necessarily cost more than switching it on and off.

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