

# PRE-LETTING REQUIREMENTS



As a landlord you are required to provide and maintain your property to a reasonable standard throughout the duration of the tenancy. Some of the responsibilities are statutory, which means you are required by law to address them such as the provision of gas safety certificates, whilst others such as decoration and furniture are more subjective and rely on agreed principles of fit for purpose.

## Statutory Duties

As a landlord you must undertake certain safety checks and keep records to protect your tenants. Complying with these safety checks also ensures that any insurance you have is valid and that you have met the terms of the new Section 21 notice requirements. Failure to adhere to these safety requirements can lead to potential danger and serious penalties. Magna Carta Lettings will not take on a property unless all the statutory requirements have been met.

### Gas Safety Certificate

If the property has any gas appliances you must provide a valid Landlord's Gas Safety Certificate. You must provide this at the start of each new tenancy <sup>1</sup> and annually thereafter. You will need to provide us with a copy of this certificate as well as your new tenant.

### Electrical Safety Certificate

Landlords are required to ensure that a property is safe to occupy, this is your duty of care. Accordingly, we require an electrical safety certificate at the start of each new tenancy. Any moveable electrical item, such as a fridge or washing machine, also requires an annual Portable Appliance Test and as a landlord you are responsible for this. We will need to see copies of all certificates.

## **Energy Performance Certificate (EPC)**

Since 2008 any property offered for let must have a valid EPC. An EPC will remain valid for ten years. You will need to provide us with a copy of the EPC.

## **Smoke and Carbon Monoxide Alarms**

Since 2015, landlords are required to install a smoke alarm on each floor of a property they are letting and a carbon monoxide alarm in each room with a solid fuel burning appliance. These detectors must comply with current British standards and be installed according to manufacturer's recommendations. It is a requirement that the landlord checks these alarms at the start of each new tenancy; we can take care of this for you as part of the check-in process and record that it has been done. During the tenancy the tenant is responsible for testing and replacing the batteries.

## **Furniture**

If you are letting your property as a furnished let all furniture and furnishings must comply with the Furniture and Furnishings (Fire Safety) Regulations 1988 (as amended). Failure to comply with these regulations can result in a penalty of £5,000 or a six month prison sentence.

## **Legionnaires Risk Assessment**

Legionella bacteria can be fatal. The bacterium normally occurs in the natural environment and may contaminate and grow in domestic hot and cold water systems. Landlords have a duty to ensure that the risk of exposure to tenants is assessed and controlled. For most residential settings the risk is low and simple control measures will suffice. If the property has stood empty between tenancies, even for a short period of time, it is recommended that water is run through all outlets for at least two minutes; we can take care of this at the check-in process and record that it has been done. If there is a fluctuation in hot or cold water supply then bacteria can thrive and in this instance we would ask the tenant to contact Magna Carta Lettings as managing agent or you as the landlord if you are directly managing the tenancy.

## **Deposit Protection Scheme**

We offer either a Bond or Deposit with our Direct Let Scheme.

If you opt to let your property through the Direct Let Scheme and take receipt of a cash deposit it is compulsory to protect this through an approved Tenancy Deposit Protection Scheme. There are three Government approved schemes:

- Deposit Protection Service
- Mydeposits
- Tenancy Deposit Scheme

More information about these schemes can be found at [www.direct.gov.uk/tenancydeposit](http://www.direct.gov.uk/tenancydeposit).

You must protect the deposit within 30 days of receipt and provide Magna Carta Lettings and the tenant with the information about where the deposit is protected. There will be repercussions on your management of the tenancy if this has not been done, for example if you need to serve a section 21 notice to end the tenancy this will be invalid if you have not taken care of the deposit in the prescribed way.

If you choose a Bond as part of the Direct Let Scheme you will not have to worry about the Deposit Protection Scheme; we guarantee the bond in the event of a claim.

## **Landlords Insurance**

You will need buildings and contents insurance in order to let your property. Your insurance must cover third party liability, which will ensure that any damage to the property caused by the tenant is covered. You will need to provide us with a copy of your insurance policy to secure a let through Magna Carta Lettings.

If you choose to let through the Direct Let Scheme, we will pay for Rent Guarantee Cover if you provide us with an invoice.

## **Consent to Let**

If you have a mortgage on the property you are letting you will need to check the terms of your mortgage to ensure you are able to let it. Check the terms with your lender; some lenders will not permit lets to certain categories of tenant and any breaches could affect your repayment terms.

Some leasehold properties may require the permission of the freeholder or the terms of the lease may prohibit letting out properties. You will need to check this information and get consent to let.

## **How to Rent: the checklist for renting in England**

This is a rental checklist that must be issued at the start of the tenancy, it can be downloaded from [www.gov.uk/government/publications/how-to-rent](http://www.gov.uk/government/publications/how-to-rent). Failure to issue this checklist at the start of the tenancy will mean that the landlord cannot serve a section 21 notice. The checklist can be issued in hard copy or electronically and the latest version must be issued for each new tenancy.

If you opt to let through our Assured Shorthold Tenancy Managed Service we will issue this checklist on your behalf.

## **We can help!**

If you need assistance organising the various safety certification and EPCs we can offer assistance through our approved contractors. Please note that you will be required to make payment in advance to secure these services.

## **Right to Rent**

From February 2016, all landlords must check that their tenant has the right to rent in the UK. There are 3 rules to this;

1. Obtain: Obtain original versions of one or more acceptable documents
2. Check: Check the documents validity in the presence of the holder
3. Copy: Make and retain a clear copy, and record the date the check was made

The most common document is a UK or EU passport but there are also alternative documents giving the right to reside in the UK. Before any tenant is put forward to you, we will make the necessary checks as part of our service. If you renew the Tenancy Agreement after the initial period, you will need to re-check your tenants' identification at that point. There is a guideline on the various documents a landlord can check and best practice to follow;

<https://www.gov.uk/check-tenant-right-to-rent-documents>

## **Sign Up of Tenant**

Magna Carta Lettings will assist you with the sign up of your tenant. We will draw up the relevant legal documents and make all efforts to hold a sign up meeting at the Civic Offices. These documents will include the tenancy agreement, the Magna Carta Lettings agreement and the Inventory. It is also a great chance for everyone to ask any last minute questions before keys are released.

## Expected Duties

Beyond the statutory duties landlords have a duty of care to provide a property which is fit for purpose; in essence this means that it should be a safe, secure, warm and functioning property. If you are interested in letting through Magna Carta Lettings your property will need to meet our basic letting standard (see below).

Our Private Rented Sector Management Officer can undertake a property assessment to advise on any issues within the property that may need to be taken care of before tenants can move in, such as repairs, signs of damp, cracked windows etc to ensure the letting standard is met.

## Lettings Standard

### 1. Safety Requirements

- Electrical and gas safety checks are complete
- Adequate heating provided throughout the property
- Smoke and carbon monoxide alarms (where appropriate) are installed and functioning
- The property is secure
  - External doors have at least one fully functioning lock
  - Front door has a letter plate unless there is an alternative arrangement
  - Windows are in safe working order and where lockable keys are provided
- No serious hazards
- No trip hazards

### 2. Cleaning

- All hard floors swept and washed
- Carpets clean
- Cupboards and work surfaces washed and disinfected

### 3. Kitchen

- Hot and cold water will be provided
- Provision of a fridge/freezer or space for such
- Gas or electric cooker point
- Suitable floor covering

### 4. Bathroom

- Hot and cold water will be provided
- Hand basin, shower or bath and toilet all in good working order (toilet does not need to be located within the bathroom)

- Extractor fan in working order if no external window
- Suitable floor covering

## **5. Hall, Stairs and Landing**

- Stairs and handrails are safe and secure
- Banisters in place and balustrades meet health and safety requirements or have the openings blocked in

## **6. Decorations**

- The property should be in a reasonable level of decoration throughout; the standard of decoration will be recorded on check in and check out

## **7. Gardens**

- Any shed, hut or other construction in the garden is in an acceptable state of repair and safe
- Fencing and gates are safe and secure.

## **Presentation**

Landlords wishing to let their property through Magna Carta Lettings should ensure the property they wish to let meets the letting standard. However, we would advise landlords generally to ensure that they present the property in its best possible condition as this will be the standard the tenants will be expected to keep during their occupation. The condition of the property will be recorded at the check in, this will include taking photographs of the property inside and out, and this will be the standard the tenant will need to return the property in at the end of the tenancy with an allowance for fair wear and tear.<sup>2</sup>

The concept of best possible presentation should extend to any outside space or gardens. If tenants are permitted to erect external play equipment you should clarify what reinstatements would be expected at the end of the tenancy. This is an area not considered reasonable fair wear and tear so should be agreed with the tenant in advance and documented.

## **Tenant Alterations**

If the tenant is allowed to carry out alterations during the tenancy, such as decorations or erection of satellite dishes, wall brackets etc, you must confirm that this is permissible at the start of the tenancy and agree any reinstatement conditions. Please advise us of such so that it can be included in the inventory and documented appropriately.

## **Furnishings**

As a general rule we only let unfurnished properties. If your property is furnished please contact us to discuss opportunities for letting. There is no legal requirement but it is commonplace to provide white goods, such as a fridge/freezer and cooker and to maintain these items regardless of whether the property is being offered as furnished or unfurnished.

## **Information Pack**

It is advisable to put together an information pack for your new tenants which includes the location of the main stopcock (check that it works), the consumer unit (fuse box), electric , gas and water meters, details of refuse collection, any instruction manuals for boilers, cookers etc. Failure to provide this type of information may result in unnecessary contact or call outs.

## **Other things to consider**

Check that all the light bulbs are working in the property and that everything is in good working order within the property before the tenancy commences; we can assist with this as part of the check-in process.

Landlords are advised to remove any items of significant value be that monetary or sentimental and replace with functional alternatives.

<sup>1</sup> If there is a change in tenant during the period of letting to Magna Carta Lettings you will need to provide a new Gas Safety Certificate regardless of whether the old one has expired.

<sup>2</sup> See Fair Wear and Tear Guide

# RESPONSIBILITIES DURING THE TENANCY



## Maintenance

Whilst the tenant has a duty of care for the property and contents, the landlord remains responsible for the structure, exterior and interior maintenance of the property throughout the tenancy. The landlord must repair and maintain the installations for the supply of heating, gas, water, electricity and drainage. As well as emergency repairs to maintain the supply of services to the property, the landlord is also responsible for day to day repairs to the property and to maintain the property in a safe condition, this includes ensuring that hazards identified in the Housing Act are remedied.

Matters of disrepair should be dealt with promptly and in a manner appropriate to their urgency so as to manage risks to tenants. Emergency repairs are deemed categorised as full heating and hot water loss, total loss of power, burst water pipes and blocked drains or toilets. When arranging maintenance work as a landlord you must do all you can to minimise disruption and keep the tenants informed of any works programme. If a repair is non-urgent you should provide your tenant with a minimum of 24 hours notice for access to undertake the repair.

## Reporting Maintenance Issues

Whether maintenance issues are reported directly to you or to Magna Carta Lettings will depend on your chosen lettings package:

### Direct Lettings

You are managing the property yourself and your tenant should report all maintenance issues direct to you.



## **Assured Shorthold Tenancy (AST) Management Service**

The tenant will report all issues of disrepair to Magna Carta Lettings and our response will depend on the urgency of the repair:

- Emergency Repairs – we will organise for one of our approved contractors to attend without notifying you and we will deduct the cost of doing so from the monthly guaranteed rent payment and/or annual maintenance incentive, this is agreed as part of the management contract.
- Out of Hours Repairs – Repairs reported out of office hours will be managed by Safer Runnymede, in this instance they will instruct an approved contractor to attend if the repair is deemed to be an emergency and the same process applies as above.
- Non-urgent repairs – we will always contact you to advise of the repair request and discuss how to proceed. You may want to organise the repair or we can obtain quotes from our approved contractors although this may attract a fee depending on the nature of the repair; non-standard repairs will generally incur a fee for quotes but for standard day to day repairs we will be able to provide you with costs fairly readily based on the schedule of rates. If we report a repair to you and you fail to address it within ten working days we will instruct one of our approved contractors to undertake the repair and we will deduct the cost of any repair from the guaranteed rent payment and/or annual maintenance incentive.

## **Annual Maintenance Incentive**

This applies to landlords who have property let through our Assured Shorthold Tenancy Management Service only. For landlords signed up to this package we provide £250 worth of free repairs via our approved contractors each year. If we undertake a repair on your behalf we will deduct the cost from your annual incentive in the first instance and any additional expense will be taken from your monthly guaranteed rent. The £250 can be spread across more than one repair. Please note however that any unspent incentive will not be rolled forward into subsequent years.

## **Housing Health and Safety Rating System**

Repairs should be dealt with promptly and efficiently. Failure to do so can result in the tenant and/or Magna Carta Lettings reporting a complaint to Runnymede Borough Council's Private Sector Housing Team who have a statutory duty to inspect under the Housing Act 2004 to establish whether there are any hazards. If a hazard is identified but is modest you can be served with a Hazard Awareness Notice to draw your attention to the problem.

If a serious hazard is identified the Private Sector Housing Team can take formal action requiring you to make improvements to the property, this can include an instruction for remedial action or implementing powers to prohibit use of the property. In this circumstance the landlord can challenge a decision through the Residential Property Tribunal but failure to comply with a statutory notice can lead to a fine of up to £5,000.

## **Tenancy Sustainment**

We want to ensure that the tenant is maintaining all the conditions of their tenancy and managing the upkeep of the property in line with their responsibilities as the tenant. The level of tenancy sustainment will depend on the lettings package you opt for.

## **Direct Lettings**

We will complete a sustainment visit within the first eight weeks of the tenancy to ensure your tenant has settled in. Thereafter we will visit once a year. As you have opted to manage the tenancy yourself all other visits and property inspections should be completed by you. If you plan to visit the tenant or inspect the property you must provide the tenant with a minimum of 24 hours notice, this is to ensure you are not breaching their right to peace and quiet enjoyment of their home.

## **AST Management Service**

We will visit the tenant at the end of the 4th and 16th week from the start of the tenancy to ensure the tenant has settled in, has resolved any moving in issues and is managing their finances and rent payments. Thereafter sustainment visits will take place between three and six months, the frequency of these visits will depend on the level of need and upkeep of the property. On each visit we will also inspect the property, record and address any issues identified.

## **Utilities**

All bills and utilities have to be paid by the tenant. Some tenants may ask for an electricity/gas key meter to be installed in order to help them budget more effectively. These can be installed by the electricity/gas company at no cost to you as the landlord.

## **Property Access**

As mentioned above tenants are entitled to quiet and peaceful enjoyment of their home, this is a term within their tenancy agreement. It is an offence to interfere with this right except with the tenant's agreement or in an emergency. Accordingly you must provide 24 hours notice of your intention to visit/enter the property; this notice should be provided in writing.

To enter the property without providing notice and consent of the tenant may be considered harassment. Emergencies are exceptions, emergency access should be considered in the event of a fire, gas leak, serious electrical defect or escape of water that poses a real risk of injury or significant damage to the property or adjoining properties. In such situations reasonable effort should be made to contact the tenant in the first instance, if contact cannot be established then forced entry should be considered.

If you are managing the property yourself you should include a clause in the tenancy agreement for permitting access in the event of an emergency. If we are managing the property on your behalf emergency access is included as a term in the tenancy agreement.

## **Harassment**

Landlord harassment can include threats of violence or illegal eviction, disconnecting gas, water or electricity, deliberately disruptive repair works, frequent visits at unreasonable hours and entering the property without the tenant's consent. Tenants can claim damages through the civil courts against landlords who harass them; this can be substantial and costly.



## Tenant Notice Requirements

If the tenant wishes to end the tenancy after the break clause (if one is included) but before the end of the fixed term period then they will need to give you two months notice. If the tenant has a fixed term tenancy with no break clause but wants to move out before the end of the term, they can only do so if you agree that they can break the agreement. Unless agreed, the tenant is contractually obliged to pay you the rent for the length of the fixed term. Once the tenant has given notice they should be notified of the steps required to prepare the property for check-out, this may include reinstatements and cleaning. If your property is let through the AST managed scheme we will take care of this for you.

## Landlord Notice Requirements

### Housing Act 1988, Section 8

A Section 8 notice can be served at any point during the tenancy if there is a breach of tenancy. In this circumstance a notice of proceedings for possession (Section 8 notice) must be served setting out the grounds for possession as defined by the Housing Act 1988.

### Housing Act 1988, Section 21

Service of a Section 21 notice requires that various prescribed legal requirements are met, as follows:

- An energy performance certificate (EPC) has been provided to the tenant free of charge; and
- The tenant has been provided with a gas safety record; and
- Any deposit provided has been secured in a tenancy deposit protection scheme; and
- The How to Rent checklist has been issued

If all these conditions have been met and the fixed term has come to an end, or the tenancy agreement includes a break clause allowing recovery of possession before the end of the fixed term, then a Section 21 notice can be served giving two months notice.

If you let your property through our AST managed scheme we will deal with the preparation and service of notices. If you are a landlord on our Direct Let scheme you will need to prepare and serve your own notices.

## **Possession Orders**

In the event that the tenant fails to vacate the property at the end of the notice period, whether this is a Section 8 or Section 21 notice, a possession order will need to be granted by the court in order to legally evict them. If a possession order is granted and the tenant still fails to leave then an application for a Bailiff's warrant is necessary and you will need to wait for the Bailiff to provide you with an appointment to evict the tenant.

As managing agent for properties let under the AST Managed Scheme we will undertake any possession action on your behalf, this is covered by the terms of the letting contract although you will need to cover the costs of any legal action. Officers at Magna Carta Lettings have experience of applying for possession and are trained in court advocacy so we aim to keep the costs of any legal action to a minimum.

## **Statutory Periodic Tenancy**

Once the tenancy reaches the end of its fixed term a new contract can be issued for a further fixed term. Alternatively, if a new contract is not issued and you are happy for the tenant to remain in the property the tenancy will automatically roll on from one rent period to the next on the same terms as the preceding tenancy agreement; in these circumstances a statutory periodic tenancy arises but the tenancy will remain assured shorthold. To terminate a statutory periodic tenancy you will still need to serve a Section 21 notice giving two months notice. Tenants will only need to serve 1 month notice.

## INVENTORIES



As part of our letting and management service we will carry out a detailed inventory inspection of the property at both check in and check out. This will include a written assessment of decorations, flooring, sanitary wear etc. The written inventory will be supported by photographic evidence. We will also read the meters and record this on the inventory document.

The check in and check out inventory will need to be signed by both the landlord and tenant to demonstrate agreement on the content of the inventory document. We will provide the landlord with a printed copy of the inventory documents within five working days from the start and end of the tenancy.

The inventory documents will form the legal basis from which the landlord can make any claims at the end of the tenancy. Claims at the end of the tenancy will also be assessed in line with our Fair Wear and Tear Guide. Landlords are required by contract with Magna Carta Lettings to make any claims against the bond or deposit within 14 days of us issuing the check out report.

If you opt to remain with Magna Carta Lettings at the end of a tenancy but wish to take on a new tenant we will provide an inventory service between tenancies.

## FINDER'S FEE



We are continually looking for new landlords to work with. If you are a landlord or letting agent already working with Magna Carta Lettings we would like you to spread the word about the excellent lettings and management service we provide. As an incentive for doing so we will pay you £150 per landlord you refer to us where a letting is achieved.

For more information contact Magna Carta Lettings on 01932 425870.



A common and challenging area for a landlord, agent and tenant is the claim against the security deposit or bond following a dispute about the property's condition. To attempt to limit and manage this process, an inventory report will be completed at the start and end of every tenancy. This will include detailed reports of the condition of the property including photographs at check in and check out. We will also ask for receipts to verify age and cost of white goods, carpets etc. This will establish an initial point of reference, agreed and counter signed by both the landlord and tenant. These documents will form the legal basis from which any claims at the end of the tenancy will be judged.

In addition to this, in an attempt to identify and prevent potential problems as early as possible, we will complete property inspections throughout each tenancy and tenants will be encouraged to raise maintenance issues as soon as they happen during their tenancy.

### **Legal Definition**

A tenancy deposit or bond is not like an insurance policy, which may offer "full replacement value" or "new for old" on items which are lost or damaged. The House of Lords states that a tenant cannot be held responsible for "reasonable use of the premises...and the ordinary operation of natural forces (i.e. the passage of time)".

It is legally accepted that a degree of wear and tear should be expected during the course of any tenancy, caused as a result of the normal use of the property over a period of time.

### **Betterment**

The landlord should further be aware that under the principle of "betterment" they cannot be in a better financial or material position at the end of tenancy than they were at the beginning and as such have a duty to not claim more than is reasonable to make good any loss. i.e. a landlord cannot expect to replace old with new.



The tenants have a responsibility to return the property in the same condition at the end of the tenancy as they received it, **with a reasonable allowance made for wear and tear**. Tenants should be encouraged to use the check-in inventory as a standards guide and be present at the check-out inspection.

If a property is let having been professionally cleaned then this is the condition in which it is expected to be returned. The tenants are entitled to see evidence in the form of receipts etc. of the standard of the clean. Tenants must be permitted to clean the property to a professional standard themselves at the end of the tenancy should they wish to do so and do not necessarily then have to pay for a professional clean. It is however recommended that they do the same, as they need to be mindful that the property needs to meet the same standards.

A landlord is not entitled to charge a tenant the full cost of having part of the property, or any appliance or fixture, “put back to the condition it was at the start of the tenancy”. This means a landlord can only charge a tenant a **proportion of the full cost** of replacing or fixing an item, depending on a variety of accepted principles/factors used to judge what constitutes fair wear and tear. These factors are set out by The Association of Residential Letting Agents (ARLA);

- The original age, quality and condition of any item at commencement of the tenancy.
- The average useful lifespan to value ratio (depreciation) of the item.
- The reasonable expected usage of an item.
- The number and type of occupants in the property (whether that be a family or single tenant).
- The length of the tenants’ occupation.
- Whether any work was carried out at the property during the tenancy.
- Whether smoking or pets have been allowed.

## Decorations

Emulsion painted walls have an accepted lifespan of 3 years where there is a family in occupation (reduced to 2 years where smoking is permitted), wall papered walls between 3-5 years depending on quality (reduced to 3 years where smoking is permitted.) Locations with lower expected life spans include restricted high traffic areas – hallways – and areas prone to excessive moisture – kitchens and bathrooms.

Kitchen/Bathroom	2 - 3 years
Living Room	Approx. 4 Years
Bedroom	Approx. 5 Years
Hallways/Stairs	2 - 3 Years

\* timescales relate to emulsion painted walls

## Floorings

### Carpets

Consideration should be given to the original quality and manufacturer's recommended lifespan, condition at check in/checkout, age, expected traffic during tenancy (family occupation / location), exposure to sunlight and any extenuating circumstances.

Budget Grade Carpet	2 - 3 years
Medium Grade Carpet	4 - 8 Years
High Grade Carpet	10 - 15 Years

### Laminate Flooring

Consideration should be given to the original quality and manufacturer's recommended lifespan, condition at check in / checkout, age, expected traffic during tenancy (family occupation / location), exposure to sunlight, suitability to location used (kitchens / bathrooms likely to suffer blistering and joints raising) and any extenuating circumstances. Surface marks, nicks and minor indentations consistent with normal wear and tear cannot be recovered. Drag marks, deep scratches, burns and stains are considered chargeable.

### Appliances

Where appliances are concerned much will depend on the original quality of the appliance at purchase. According to the Whitegoods Trade Association most appliances are designed and built with a Mean Time To Failure (MTTF). The quality of the appliance, the amount of use and the type of use will all have a bearing on the lifespan. For instance the lowest grade of washing machine might have a MTTF lifespan of 600 hours whilst a top end machine might have 10,000 hours. As with most things a family will use the washing machine more than a couple.

Washing Machines	3 - 5 Years
Cookers/Ovens/Hobs	4 - 6 Years
Fridges/Freezers	5 - 8 Years

## Issues that fall outside the accepted boundaries of wear & tear

- Cleaning – If something can be cleaned then it is the tenants' responsibility so long as it was clean at the beginning of the tenancy and photographic proof exists accordingly.
- Redecorating - Decorations carried out without the landlord's written permission are the liability of the tenant to return to the original state.
- Accidental / Deliberate damage are the tenants' responsibility.
- Serious stains to walls and ceilings will fall under the tenants' responsibility with the exemption of stains which are caused by leaks/defaults in the property.
- Common and expensive damage includes burns to carpets & flooring, chips and cracks to baths and sinks, serious scratches to ovens, cracked and broken windows, burns to worktops.
- Tenant's play equipment, swimming pools, trampolines etc. can cause damage to large areas of lawn, as do dogs and other animals. This is not usually considered a wear & tear issue and the tenant may be held responsible for making good the damaged areas if this has been added into the tenancy agreement.

Where the issue falls outside the boundaries of acceptable wear and tear the landlord has an obligation to seek the most appropriate remedies available and should bear in mind the principle of betterment. It should also be remembered that the Bond or Deposit should not be viewed as an insurance policy. Remedies include: -

- Repair or cleaning
- Compensation for diminished value or shortening of lifespan
- Replacement where damage to item is severe

ARLA suggests that to avoid betterment, the allocation or apportionment of any costs, charges or compensation for damage must take into account all the factors relating to: -

- Fair wear and tear
- The most appropriate remedy
- The landlord should not be in a better financial position at the end of the tenancy

## Example

A common example would be that a small to medium stain to a carpet may cost £15- £35 for a spot clean. A landlord can choose to replace the item but they can only charge a proportion of the total cost to replace (they cannot legally charge the full amount) i.e. new carpet £500, Tenant contribution £35, Landlord £465.

ARLA also suggests that in the rare circumstances where the damage is so severe as to affect the rent level, let ability or quality of the property, the appropriate remedy be the apportionment of costs according to age and useful lifespan. The formula used will be:-

A)	Cost of replacement	£500
B)	Actual Age	2 years
C)	Average Life Span	10 years
D)	Residual Useful Life	8 years (C – B)
E)	Depreciation	£50 per year (A /C)
F)	Reasonable Apportion	£400 (D x E)

A small adjustment to C maybe required to take into account more than average use of carpet i.e. its lifespan had already been shortened during previous tenancy.



## BOND CLAIM PROCEDURE

### What you can claim for

The circumstances in which all or part of the bond/deposit may be claimed by the landlord is clearly explained in the Magna Carta Lettings Agreement.

This broadly covers:

- Outstanding rent
- General maintenance
- Repairs required to the property (including garden, if any) which is in excess of what is normal deterioration over the length of the tenancy

### What you can't claim for

To ensure that the tenant is not at an unfair financial disadvantage, the landlord will not be able to claim for the following;

- More than the deposit amount – as the Scheme's remit is limited to the amount of the deposit, in these circumstances the landlord would need to go through the court system
- Costs related to the preparation of a deposit dispute – each party is responsible for their own costs in evidence gathering and submitting their claim
- Betterment – a landlord must make allowance for the condition of the property to deteriorate with normal use over time and can only deduct an amount from the tenant which would put the property back in the same, and not better, condition than it would otherwise have been
- Fair wear and tear – the landlord's calculations must take into account the length of the tenancy, the age and quality of the item/area as well as its condition at the start, the number and type of occupants

## What we will do

We will do our utmost to solve the claim in the shortest possible time and deal with the situation in the fairest way possible for all parties. This will be affected by the speed in which we receive the requested quotes or receipts of works.

The outcome of any claim will be based on the evidence collected from the check-in and check-out inventory and photographs taken of the property's condition.

If a deposit is in place, the deposit must be returned to Magna Carta Lettings minus the agreed amount. We will recover this debt from the tenant.

If a bond is in place, we will send the landlord the agreed amount to be refunded. We will recover this debt from the tenant.

## To make a claim against the Security Bond or Deposit

1. We will need to be notified of a claim in writing within 14 days of the end of the tenancy. Usually you will have a good idea after the check-out inventory has been completed.

Claims can be submitted in the following ways;

### Email

[james.hunt@runnymede.gov.uk](mailto:james.hunt@runnymede.gov.uk)

### Post

The Private Rented Sector Officer  
Runnymede Borough Council  
Civic Centre  
Station Road  
Addlestone  
KT15 2AH

We will review your claim and give you a decision within 14 days.

2. Before any claim can be authorised we will require at least two quotes for work requiring labour to be carried out, and when complete receipts proving the work has been completed. Where an item requires replacement landlords need to be mindful of the concept of fair wear & tear and betterment.
3. If the claim is for rent arrears, a full detailed statement of payments will be required. A payment will then be arranged.

## Disputes

1. If you are unhappy with the decision regarding the bond or deposit claim, then you can appeal within 14 days of the first decision to the Housing Services Manager. You need to submit your appeal in the following way;

### **Email**

[Amanda.kendall@runnymede.gov.uk](mailto:Amanda.kendall@runnymede.gov.uk)

### **Post**

Housing Services Manager  
The Private Rented Sector Officer  
Runnymede Borough Council  
Civic Centre  
Station Road  
Addlestone  
KT15 2AH

2. If a deposit is put in place and any party is still not satisfied with the final decision of a claim, there is an alternative dispute resolution with the chosen Deposit Protection Scheme and both parties agree to co-operate with the adjudication.
3. If a bond was put in place, the stage 2 decision by the Housing Services Manager will be final.