

Letter Ref:

Mr TestTenant TestTenantSurname
52 TestAddress 1
TestAddress 2
TestAddress 3
xx0 0xx

Dear Mr TestTenant TestTenantSurname,

Re: Acceptance of application for a tenancy in respect of 52 TestAddress 1, TestAddress 2, TestAddress 3, xx0 0xx
It is with pleasure that I am able to confirm that I have received satisfactory references in respect of your application and can therefore accept your offer to take a tenancy commencing from 09/03/2015. The main aspects of the Agreement are:-

Start Date:	09/03/2015 for a term of 6 months								
Rent:	<table><thead><tr><th>From</th><th>To</th><th>Total Rent</th></tr></thead><tbody><tr><td>Start of Tenancy (09/03/2015)</td><td>End of Tenancy</td><td>Payment of £500.00 per calendar month</td></tr></tbody></table>	From	To	Total Rent	Start of Tenancy (09/03/2015)	End of Tenancy	Payment of £500.00 per calendar month		
From	To	Total Rent							
Start of Tenancy (09/03/2015)	End of Tenancy	Payment of £500.00 per calendar month							
Deposit / Bond:	A deposit of £250.00 is held by the agent on behalf of the Landlord								
Tenant Bills:	The tenant is responsible for the below utility bills, meter readings will be carried out and services transferred into tenants name on move in date:								
	Television Licence Electricity Gas Telephone Water								

I have also enclosed the tenancy agreement, I would be grateful if you could have a read through and sign where necessary, and bring with you for me to sign at the agreed time.

Please do not hesitate to contact me in the mean time if you have any questions.

Yours sincerely,

Gareth Hopkins
Marketing Override

Annex A to Tenancy Agreement

for 52 TestAddress 1, TestAddress 2, TestAddress 3, xx0 0xx

LANDLORD AGENT

Address: Marketing Override
Add Line 1
Add Line 2
Add Line 3
Add Line 4
CF14 4ED

Telephone Number: 01111222333
Email: ciaran.test-company@home.letmc.com
Fax: 888888888888

TENANT(S)

Name: Mr TestTenant TestTenantSurname
Address:

Telephone Number:
Email: Test@test.com
Fax:

Name: Ms TestTenant2 TestTenant2Surname
Address:

Telephone Number:
Email: Test@test.com
Fax:

TENANCY DEPOSIT SCHEME

This information is prescribed under the Housing Act 2004. That means that the parties to the Tenancy Agreement must be made aware of their rights during and at the end of the Tenancy regarding the protection of and deductions from the Deposit.

A1 Address of the property/premises to which the tenancy relates:
52 TestAddress 1, TestAddress 2, TestAddress 3, xx0 0xx

Details of the deposit holder(s)

A2 Name(s):
Marketing Override

A3 Actual address of the Deposit Holder:
Add Line 1, Add Line 2, Add Line 3, CF14 4ED

A4 E mail address of the Deposit Holder (if applicable):
ciaran.test-company@home.letmc.com

A5 Telephone number of the Deposit Holder:
01111222333

A6 Fax number (if applicable):

Details of tenant(s)

A7 Name(s):
Mr TestTenant TestTenantSurname, Ms TestTenant2 TestTenant2Surname,

A8 Address for contact after the Tenancy ends (if known):
.....

A9 E mail address for Tenant (if applicable):
Mr TestTenant TestTenantSurname: Test@test.com
Ms TestTenant2 TestTenant2Surname: Test@test.com

A10 Mobile/Telephone number:
Mr TestTenant TestTenantSurname: 00000000000
Ms TestTenant2 TestTenant2Surname: 00000000000

A11 Fax number (if applicable)
Mr TestTenant TestTenantSurname:
Ms TestTenant2 TestTenant2Surname:

The deposit

A12 The deposit is £250.00

A13 The holder of the Deposit will register the Deposit with, and provide other required information to, the Tenancy Deposit Scheme within 30 days of the commencement of the Tenancy or the taking of the Deposit whichever is earlier and provide proof to the Tenant of compliance. If the holder of the Deposit fails to provide proof within 30 days the Tenant should take independent legal advice from a solicitor, Citizens Advice Bureau (CAB) or other housing advisory service.

A14 A leaflet entitled What is the Tenancy Deposit Scheme?, explaining how the Deposit is protected by the Housing Act 2004, is attached to this document for the Tenant by the person holding the Deposit being Marketing Override

At the end of the tenancy

A15 The deposit will be released following the procedures set out in clauses 2(g) of the Tenancy Agreement attached.

A16 Deductions may be made from the Deposit according to clauses 2(e)(1) to 2(e)(4) of the Tenancy Agreement attached. No deductions can be made from the Deposit without written consent from both parties to the Tenancy Agreement

A17 The procedure for instigating a dispute regarding deductions from the Deposit at the end of the Tenancy is summarised in What is the Tenancy Deposit Scheme?, which is attached to this document. More detailed information is available on: www.tds.gb.com.

A18 TDS are specifically excluded under Statutory Instrument from adjudicating where, despite making reasonable efforts to do so, the Landlord or the Agent are unable to contact the Tenant, or the Tenant is unable to contact the landlord or the Agent. Under these circumstances, the Member must do the following:

- make every practical effort, over a reasonable period of time but for no longer than it would take for the ICE to resolve a dispute, to contact the (ex)-tenant/landlord using information readily available.
- determine dilapidations, rent arrears and any other prospective deductions from the deposit as they would normally do
- allocate the deposit, pay the party who is present as appropriate, and transfer the amount due to the absent tenant/landlord to a suitably designated "Client Suspense (bank) Account".

A19 A formal record of these activities should be made, supported by appropriate documentation.

A20 Following sufficient time (usually at least six years) having elapsed from last contact from the absent tenant/landlord the Member may then donate the amount allocated to them to a suitable registered charity – subject to an undertaking that any valid claim subsequently received by the Member from the beneficial or legal owner would be immediately met by the Member from its own resources.

A21 Should the absent tenant/landlord return within that period and seek to dispute the allocation of the deposit, the

ICE may offer to adjudicate.

The Landlord confirms that the information provided to the Agent (delete if landlord) and the Tenant is accurate to the best of his knowledge and belief and that the Tenant has had the opportunity to examine the information.

The Tenant confirms he has been given the opportunity to examine this information. The Tenant confirms by signing this document that to the knowledge of the Tenant the information above is accurate to the best of his knowledge and belief.

Tenancy Deposit Scheme

PO Box 1255
Hemel Hempstead
Herts
HP1 9GN

phone 0845 226 7837
web www.tds.gb.com
email deposits@tds.gb.com
fax 01442 253193

The Dispute Service Ltd also offers a service for enabling a dispute relating to the deposit to be resolved without having to go to court.

B1. The tenancy deposit

The Deposit of £250.00 is paid by the Tenant to the Landlord/Agent. The deposit is held by the Agent as Stakeholder. The Agent is a member of the Tenancy Deposit Scheme.

B2. Any interest earned will belong to the Agent.

B3 Purpose of the deposit

- Any damage, or compensation for damage, to the premises its fixtures and fittings or for missing items for which the tenant may be liable, subject to an apportionment or allowance for fair wear and tear, the age and condition of each and any such item at the commencement of the tenancy, insured risks and repairs that are the responsibility of the landlord.
- The reasonable costs incurred in compensating the landlord for, or for rectifying or remedying any major breach by the tenant of the tenant's obligations under the tenancy agreement, including those relating to the cleaning of the premises, its fixtures and fittings.
- Any unpaid accounts for utilities or water charges or environmental services or other similar services or Council Tax incurred at the property/premises for which the tenant is liable
- Any rent or other money due or payable by the tenant under the tenancy agreement of which the tenant has been made aware and which remains unpaid after the end of the tenancy.

B4. At the end of the tenancy

- B4.1 The Agent/Member must tell the tenant within 10 working days of the end of the tenancy if they propose to make any deductions from the Deposit.
- B4.2 If there is no dispute the Member/Agent will keep or repay the Deposit, according to the agreed deductions and the conditions of the tenancy agreement. Payment of the Deposit or any balance of it will be made within 10 working days of the Landlord and the Tenant agreeing the allocation of the Deposit.
- B4.3 The Tenant should try to inform the Member/Agent in writing if the Tenant intends to dispute any of the deductions regarded by the Landlord or the Agent as due from the deposit within 20 working days after the termination or earlier ending of the Tenancy and the Tenant vacating the property. The period may not be reduced to less than 14 days. The Independent Case Examiner ("ICE") may regard failure to comply with the time limit as a breach of the rules of TDS and if the ICE is later asked to resolve any dispute may refuse to adjudicate in the matter.
- B4.4 If, after 10 working days following notification of a dispute to the Agent/Member and reasonable attempts having been made in that time to resolve any differences of opinion, there remains an unresolved dispute between the Landlord and the Tenant over the allocation of the Deposit the dispute will be submitted to the ICE for adjudication. All parties agree to co-operate with the adjudication.
- B4.5 The statutory rights of the Landlord and the Tenant to take legal action through the County Court remain unaffected by the clauses above.

(1) **SIGNED** by TestTenant TestTenantSurname
(The Tenant)

TestTenant TestTenantSurname Sign Here

(2) **SIGNED** by TestTenant2 TestTenant2Surname
(The Tenant)

TestTenant2 TestTenant2Surname Sign Here

SIGNED by the Landlord or an authorised
person of Marketing Override as agent for the
Landlord

Agent or Landlord Sign Here

Assured Shorthold Tenancy Agreement

For letting residential dwelling house at:
52 TestAddress 1, TestAddress 2, TestAddress 3, xx0 0xx

Tenancy Reference: inst-310

THIS AGREEMENT is made on the date specified below BETWEEN the Landlord and the Tenant. It is intended that the tenancy created by this Agreement is an assured shorthold tenancy within the meaning of the Housing Act 1988, as amended by the Housing Act 1996.

Date ___ / ___ / ____ (Date of Signing)

Landlord(s) Mr TestFirst TestMiddle TestSecond
Addressline1
Addressline2
Addressline3
Addressline4
xx0 0xx

Note: Any notice under Section 48 of the Landlord and Tenant Act 1987 can be served on the Landlord at the address above

Tenant Mr TestTenant TestTenantSurname
PreAddress1
PreAddress2
PreAddress3
PreAddress4
xx0 0xx

Ms TestTenant2 TestTenant2Surname
PreAddress
PreAddress2
PreAddress3
PreAddress4
xx0 0xx

Note: If two or more persons are named above then their obligations to the Landlord shall be joint and several

Property 52 TestAddress 1, TestAddress 2, TestAddress 3, xx0 0xx

Contents The fixtures and fittings at the Property together with any furniture, carpets, curtains and other effects listed in the Inventory.

Term For the term of 6 months , commencing on 09/03/2015.

Rent and Payment	From	To	Total Rent
	Start of Tenancy (09/03/2015)	End of Tenancy	Payment of £500.00 per calendar month

Deposit A deposit of £250.00 to be collected by the Agent, held by the agent and protected by the Tenancy Deposit Scheme (TDS)

Note: if you, the tenant(s), decide to pull out of the tenancy agreement before the commencement date of the tenancy, then a levy equal to the value of the deposit will be charged to the tenant(s) to cover lost time, lost marketing costs and any loss of rent. By signing this agreement you authorise this charge to be deducted from the deposit funds held on account or to be released from the DPS to Birmingham City Student Homes or the landlord, whichever is applicable. You will also be liable for the rent of the property in full at the commencement of the tenancy unless a suitable replacement tenancy is in place.

1. The Landlord agrees to let and the Tenant agrees to take the Property and Contents for the Term at the Rent payable above
2. The Tenant pays the Deposit as security for the performance of the Tenant's obligations and to compensate the Landlord for any breach of those obligations. It is agreed that this sum shall not be transferable by the Tenant in any way and at any time against payment of the Rent and that no interest shall be payable on this Deposit.

3.0 An administration fee of £85 plus VAT will be charged for any changes to the tenancy agreement

3. The Tenant agrees with the Landlord:

- 3.1 To pay the rent on the 1st of each month by bank transfer or standing order
- 3.2 To pay and the cost of any bank or other charges incurred by the Landlord or Agent should any rent payment be dishonoured by the Tenant's bank.

Birmingham City Student Homes or the landlord will charge an administration fee of £25 for late payment of rent

- 3.3 To pay interest on rent paid late calculated on a daily basis from when the Rent became due until the date of payment at 4% above The Bank of England base rate.

Tenants can request to pay rent termly in writing and provide proof of their student finance documents which clearly state name, payment dates and amounts of maintenance and grant loans. Rent must be paid within 48 hours of receipt of student loan finance by bank transfer.

Termly payments are as follows:

September rent to be paid on 1st September

October, November, December rent to be paid in September

January, February, March rent to be paid in January

April, May, June rent to be paid in April.

Once termly payments have been agreed by Student Homes or Landlord, it may not be possible to alter arrangements at a later date.

- 3.4 To pay for the following services consumed on or supplied to the Property during the Term:-

Television Licence
Electricity
Gas
Telephone
Water

and not to do anything that may cause the disconnection of these services, and to pay the cost of any reconnection fees in this event.

- 3.5 Not to do damage or injure the Property or make any alteration in or addition to them including decorating or fixing items to walls without the prior written consent of the Landlord.
- 3.6 To deliver up the Property at the end of the Term in the same good and clean state of repair and condition as it was at the beginning of the Term and make good or pay for the repair of or replace all such items of the Contents as shall be broken, lost, damaged or destroyed during the tenancy (fair wear and tear).
- 3.7 To keep the Property in a clean and tidy condition and complete repair during the Term including communal areas, windows and garden.
- 3.8 To keep the Property heated adequately in order to avoid damage by freezing conditions (particularly in Christmas Holidays) and to keep the property sufficiently aired to avoid damage by condensation or similar especially in Winter.
- 3.9 To leave the Contents at the end of the tenancy in the same places in which they were positioned at the commencement of the tenancy according to the Inventory.
- 3.10 Not to assign sublet or otherwise part with possession of the whole or part of the Property.
- 3.11 To use the Property as a single occupancy room unless agreed by Student Homes or the Landlord and not to use it or any part of it for any other purpose including any illegal or immoral purposes.
- 3.12 Not to do or permit or suffer to be done in or on the Property anything which may be a nuisance or annoyance to the Landlord or the tenants or occupiers of any adjoining property or which may void any insurance of the Property or cause the premiums to increase.

- 3.13 To permit the Landlord or the Landlord's agents upon reasonable notice, (usually 24 hours) at reasonable hours (save in an emergency) to enter the Property to view the state and condition or carry out works of maintenance or repair or in an emergency.
- 3.14 To permit the Landlord or the Landlord's agents upon reasonable notice (usually 24 hours) at reasonable hours to enter the Property with prospective tenants , purchases, surveyors or local authority officers or in an emergency.
- 3.15 Not to keep any animals or birds on the Property without the Landlord's written consent.
- 3.16 Not to alter or change or install any locks in or about the Property without the prior written consent of the Landlord and to inform the Landlord of any alteration is made to the code of any burglar or fire alarm.
- 3.17 To fasten all locks to all doors and windows and activate any burglar alarm whenever the Property is left unattended.
- 3.18 To forward any mail or official notice addressed to the Landlord or his agent within 7 days.
- 3.19 To notify the Landlord if the Tenant intends to leave the Property vacant for a period in excess of 28 consecutive days.
- 3.20 To give the Landlord at least one month's notice in writing when the Tenant wishes to end the Tenancy at the expiration of the term certain.
- 3.21 To give the Landlord at least one month's notice in writing if the tenant wishes to continue with the Tenancy Should the tenant provide less than one month's notice the Landlord reserves the right to charge the full rent for the notice period.
- 3.22 To return all keys for the Property to the Landlord or his agent on the last day or before the end of the tenancy and to provide forwarding addresses for all vacating tenants.
- 3.23 To notify the landlord or his agent promptly any disrepair, damage or defect in the property or of any event which causes damage to the property or which may give rise to a claim under the insurance or the property.
- 3.24 That the tenant(s) shall be responsible for testing all smoke detectors (if any) fitted in the property on a regular basis and replace all batteries as necessary.
- 3.25 that the landlord/BCSH may pass on personal details of the tenant(s) to the suppliers of utilities to the property.
- 3.26 Upon moving into the property, the tenant must check that the supplied inventory is accurate and must sign and return the inventory to Student Homes within 7 days of moving into the house. If the inventory is not returned within 7 days then the tenant accepts that it is correct as supplied. The first person to move in to the house must check the inventory for the whole house
- 3.27 Smoking is not permitted anywhere inside the property
- 3.28 Refunds of overpaid rent will take at least 7 working days to process.
- 3.29 If you wish to continue the tenancy for the following year, a new tenancy agreement and guarantor form must be completed. A holding deposit equal to one month's rent to secure the tenancy needs to be paid within 3 days of receiving the tenancy agreement by email. This holding deposit will then become available funds for any rent due at the beginning of the new term. In the case where half rent is payable for July and August, the holding deposit will be the equivalent to July and August's rent payment. The initial deposit will remain with the Deposit Protection Scheme until the property is vacated.

4. The Landlord agrees with the Tenant as follows:

- 4.1 To pay for all assessments and outgoings in respect of the Property (other than those mentioned in 3.4 above) and keep in repair the structure and exterior of the Property and to keep in good repair and proper working order the installations for the supply of water, gas and electricity and the installation in the Property for space heating or heating water as required by Section 11 of the Landlord and Tenant Act 1985.
- 4.2 That the Tenant paying the Rent and performing the agreements on the part of the Tenant may quietly possess and enjoy the Property during the Term without any unlawful interruption from the Landlord or his agent.
- 4.3 To pay for the following services consumed on or supplied to the Property during the Term :

Council Tax / Rates

5. The Landlord and the Tenant agree:

- 5.1 Notice is hereby given that possession might be recovered under Ground 1, Schedule 2 of the Housing Act 1988 if applicable. That is, that the Landlord used to live in the property as his or her main home or intends to occupy the Property as his or her only or main home.

- 5.2 The tenancy may be brought to an end if the mortgagee requires possession on default of the borrower under Ground 2, Schedule 2, of the Housing Act 1988.
- 5.3 Any notice served by the Landlord on the Tenant shall be sufficiently served if sent by standard first or second class post to the Tenant at the Property or the last known address of the Tenant or left at the Property addressed to the Tenant.
- 5.4 The Landlord may re-enter the Property and immediately thereupon the tenancy shall absolutely determine without prejudice to the other rights and remedies of the Landlord if the Tenant has not complied with any obligations in this Agreement or should the Rent be in arrears by more than fourteen days (whether legally demanded or not).
- 5.5 Complaints should be made in writing. Please see BCUSU.com/homes website for more information

6. Special Conditions

test 1

Test 2

Test 3

Although it is Birmingham City Student Homes' policy to return deposits at the end of the tenancy agreement in full, there are times when deductions have to be made where a tenant(s) has not returned the house in the same condition that they took the property on initially. In the interests of absolute clarity, here follows a guide price list for any possible deductions (if any) at the end of a tenancy agreement.

Price guide for deductions	
Garden clearing/grass cutting	£150 for half a day (minimum charge)
Cleaning/clearing of rubbish (min charge £50 for 1st hour)	Min £20 per hour thereafter
Cleaning fridges/ovens/freezers	Min £50 per item (minimum)
Re-decorating walls (including repairs and removal of blu-tac, etc)	£90 (min) per wall
Damaged/lost items from inventory	Cost of item + 10% surcharge
Replacement keys	Min £10 – £20 per key (min)
Carpet shampoo	Contractor's cost + 10% surcharge
Re-inspection fee (in cases where an <u>additional</u> sign-off has to be arrange)	min £50

NB all prices are excluding VAT

IMPORTANT: In our experience, we find that kitchen and bathrooms are the places that do not get cleaned to a satisfactory condition resulting in most deductions from deposits. Please ensure you pay particular attention to these area when vacating, especially the cooker inside and out, defrosting and cleaning the freezer, cleaning inside the cupboards and any mould that has accumulated, especially in the bathroom.

When cleaning a house, please ensure that you clean/clear under the beds, behind cupboards, under cushions on sofas and chairs. Remember if we have to visit your property to do work after you vacate for any reason the minimum charge is £50 for the inside of the property and £150 for the outside of the property, even for the smallest of jobs.

It is worth pointing out that sometimes when deductions have been made in the past, tenants have subsequently claimed that the property was "like that when we moved in". Therefore it is absolutely vital that any deficiency is clearly stated on the inventory at the beginning of the tenancy otherwise there will be a deduction made to the deposits as specified above. If a deficiency is highlighted on the inventory but later rectified, the remedial work then negates the original deficiency.

In the case of 'joint and several' tenancy agreements, all deductions (whether rent arrears or any other deduction) will be equally deducted from all tenants' deposits, regardless of the source of the deduction.

SIGNED by the Landlord or an authorised person of Marketing Override as agent for the Landlord

Agent or Landlord Sign Here

In the presence of this witness:

Name of witness:

Address of witness:

Occupation of witness:

SIGNED by Witness:

Witness Sign Here

SIGNED by Mr TestTenant TestTenantSurname (The Tenant):

Mr TestTenant TestTenantSurname Sign Here

In the presence of this witness:

Name of witness:

Address of witness:

Occupation of witness:

SIGNED by Witness:

Witness Sign Here

SIGNED by Ms TestTenant2 TestTenant2Surname (The Tenant):

Ms TestTenant2 TestTenant2Surname Sign Here

In the presence of this witness:

Name of witness:

Address of witness:

Occupation of witness:

SIGNED by Witness:

Witness Sign Here

Property Handbook

Solely operated by

Birmingham City
STUDENTS'
UNION

Birmingham City Student Homes

The Union Building, Franchise Street,
Perry Barr, Birmingham, B42 2SU

tel: 0121 202 4696

student.homes@bcu.ac.uk

www.birminghamcitysu.com/homes

Supported by



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1. Emergency Contact Telephone Numbers

Almost all problems you have out of office hours will have to wait for the next working day before we can help, but please use the following “self help” checklist.

GAS

If you smell gas, you should **immediately** turn off the gas supply to your property at the meter. **All tenants should know where the meter is and have access to this room (often the downstairs bedroom) at all times.** The problem should then be reported to us and we will arrange an engineer to call as soon as possible. If you believe the leak is outside your property, or you are unable to turn off the supply for any reason, please call **Transco** on **0800 111 999**. They will visit and make safe by turning off the supply, but will not carry out any repairs.

WATER

If you have an uncontrollable water leak, turn the supply off at the stopcock (make sure everyone knows where it is – usually just under the kitchen sink) and then report the problem to us. If the leak is outside your property, please call **Severn Trent Water** on **0800 783 4444**

ELECTRICITY

If your power supply is interrupted, please check your electricity fuse board to see if one of the circuit breakers has tripped. Usually you will be able to reset the breaker without any problems by simply flicking it across to the original “on” position. Circuit breakers tripping can be caused by a light bulb failing, which will need replacing, or by a faulty appliance (e.g. kettle or hairdryer) – try unplugging all appliances and then resetting the circuit breaker /s. If this does not remedy the problem please report the details to us.

BURGLARY

If your property is broken into, immediately phone the police and report the incident on **999** or phone **0845 113 5000** and ask for your local police station. Please keep a note of any crime number issued. Any such incident must be reported to the office as soon as possible.

OTHER EMERGENCIES

If you have a problem which needs urgent attention outside office hours, you can call **07792122497**. **This number is for genuine emergencies only** that cannot wait until the next working day. Do not use this number if you have locked yourself out (see below). You may have to leave a message for us to phone you back – if we are out on a call we will not answer a call immediately. You will be expected to pay for the cost of the call out if the problem is your responsibility.

LOCKED OUT

If you are locked out of your property you must either call our office during office hours, or call a locksmith (at your own expense) to let you in. Do not call the above mobile number as the person who answers the call will not have keys to your property. A recommended locksmith number is A&D Locksmith **07760109763**.

2. Introduction

This booklet is designed to guide you through the year. Some of the information is common sense, whilst some is based on various leaflets that the utility companies or the City Council have produced. Please make sure that everyone is aware of its contents.

Above all it is important to remember the basic rule of: if in doubt - **don't do it; ask us first!**

Contacting us:

Our preferred method is via our website www.birminghamcitysu.com/homes and we will reply to you as soon as possible. You will need an id name and number before you can do this which you can also obtain online. Please obtain your ID and password now, don't wait until you have a maintenance issue. Alternatively you can contact the office during normal working hours, Monday to Friday 9.00 a.m. to 4.30 p.m. by calling 0121 202 4696.

When reporting a problem, please give us as much information about the problem as possible – for

example, rather than saying “our vacuum doesn’t work”, please tell us exactly what the problem is and provide the make and model number etc. Outside office hours you can still use the online reporting system, but you may not get a reply until we return.

Help us to help you: the normal procedure is for one nominated tenant to contact us about the problem and for them to keep everybody else in the house up to date with progress. The situation can become very confusing when several people get involved in reporting the same problem, often not speaking to the rest of the group.

In the case of emergencies outside office hours please refer to the emergency contact telephone number list given at the start of this handbook. A copy of this is given to each tenant when the house keys are collected, together with a summary of this handbook.

3. Familiarise yourself with your surroundings

Make sure you are aware of:

- a) **Safety procedures** within the house - being aware of the location and correct operation of smoke detectors and fire blanket, the procedures to be followed in case of fire, location of spare keys to the front and back doors. Ensure you know the quickest and safest route from any part of the property in the event of an emergency.
- b) **Security procedures** - operation of window and door locks and availability of keys. Awareness of the importance of using all locks and alarms when the house is empty and also of having adequate contents insurance in place.
- c) Organising and supervising a **cleaning rota** for common areas of the house.
- d) Organising the communal **payment of utilities** such as of gas, electricity, water (where applicable) and telephone bills, the registration of the property for Council tax payments or claiming exemption from payments, and the communal purchase of household items, food etc. Council Tax exemption forms can be found on the Birmingham City Council website.

4. At the Start of Your Tenancy

The contract you signed when agreeing to take the property is a legally binding document. It will give you the date from which your tenancy runs. From that day onwards you are responsible for the rent and utility bills.

Sometimes out-going tenants may request to be allowed to stay on for a few extra days or weeks, for example to cover their graduation day. If you make any arrangements for the previous tenants to stay, it is a private agreement you have come to between the two of you, but let us know what is happening. You will remain responsible for the rent for that period. We suggest that you arrange for them to pay you to cover the period they remain in the house and that you make sure that they pay the correct amount for any gas and electricity used. It would be a good idea to discuss it with your entire group first, as we will not accept claims against rent for their occupation. Nor will we be able to hand over keys for the property at the beginning of your tenancy if they are still there.

When you actually take over your house you will be asked to sign for keys and the inventory. A member of our team will meet with the first person to move in and agree the accuracy of the inventory.

If every house needs attention we will deal with any issue as soon as possible, however it is worth noting that most of our houses become vacant/available at the exact same time so you may need to bear with us to rectify any problems.

Tenancy Agreement

The tenancy agreement you have signed commits you jointly and separately until the expiry date stated. If any of your group wishes to drop out at any stage it is your responsibility to find a replacement tenant, although we will do what we can to help by advertising any vacancy on our web site and in our office.

Rent

In signing your contract you have agreed to make your rent payment on the day stated, usually the first day of each month, by standing order. There are occasions when this is not the case but your contract will specify any differences.

Payment for rent must be received on or by this date unless other arrangements have been made with us. If there are likely to be problems with paying you should discuss this with us as soon as possible. Interest is charged on overdue rent as set out in your contract.

Letters we send out regarding rent arrears incur an administration charge of £25.00. This charge also applies to any bounced cheques or recalled standing orders. Gas, Electricity and Telephone

One of the most important jobs you must do at the beginning of your contract is to let your chosen suppliers of gas, electricity, water and telephone etc know the date that your tenancy begins. This is your responsibility to carry out, not BCSH. You will need to supply them with the meter readings taken when you move into your property. It is also sensible to keep a copy of this reading for future reference.

There are two reasons for this – First, you do not want to end up paying for the fuel used by previous tenants. It is often a good idea to speak to the out-going tenants before they leave and check where their supply comes from, as many change suppliers during the year and do not let us know. If you do not wish to use the existing supplier you must inform them accordingly, as the standing charge (if any) will continue to accrue if you have not formally cancelled the supply.

Secondly, most of the suppliers will not discuss your or previous tenants' accounts with us, so sorting out problems becomes difficult. We do not pay bills left over by any previous group, so make sure that when you tell suppliers you have taken over the property, the final bill is forwarded to the out-going tenants.

Let the office know immediately the telephone number the supplier of your telephone line gives you, as they are often different from the previous year. We may need to contact you in an emergency, and without the correct number we cannot.

Water

If your rent includes water rates, you may well still receive the water bills at your house. If this is the case, please bring the bill to the office and we will arrange a payment on behalf of the landlord.

On most properties the water rates are not included in the rent, and the tenants are responsible for paying the charge on the property. Water rate bills are normally issued every six months, on the first of October and April. We recommend that you contact Severn Trent Water and request that they supply you with a monthly payment booklet covering the duration of your contract, which you can then use to settle your bill.

Council Tax

Houses occupied entirely by students are usually exempt from Council Tax **but only if each tenant** completes the relevant documentation. You can download the **Council Tax Exemption Self Signed Declaration** direct from the Birmingham City Council website.

Please remember that if this form is not returned to Birmingham City Council they will charge you the Council Tax due for the full year. If charged, payment of the Council Tax is the responsibility of the tenants, not the landlord.

If you have one or more members in your group who are not students then you will be required to pay Council Tax. It is up to you to decide how that bill is split. There is a 25% discount on the amount due if only one member of the household is a non-student. If necessary, we are obliged to give home address details to the Council to enable any problems to be resolved in the future.

Insurance

It is essential that you insure all of your belongings from the day that you move in - don't even leave it until the day later! You may find that you can do this on the back of your parents' household insurance, at little or no extra cost.

5. During Your Tenancy

Post

If you receive post at your house that is not addressed to you, please bring it into our office and we will deal with it for you. This is especially important if you receive bill that are the responsibility of the landlord or former tenants – please do not simply ignore them, but let us have them as soon as possible. Alternatively write on the envelope 'return to sender, not at this address' and put the post back into a Royal Mail post box.

Maintenance Problems

Please ensure that you have logged onto www.birminghamcitysu.com/homes and obtained a username and password. Do it now, don't wait until you have a problem as it will take one working day to obtain your login details.

It is essential that all maintenance problems be reported to the office as soon as possible, during office hours. Help us to help you – please do not contact the office on Friday afternoon saying the heating broke down on Wednesday and you want it fixed by the weekend! We ask that wherever possible you let us know of problems using the login on our website (as above). If you are in any doubt about safety turn electricity or gas off at source **All tenants must familiarise themselves with how to do this.** Bear in mind that meters - and hence turn-off points - may be inside the downstairs front room: **IT IS VITAL** that access can be gained even if that room's occupant is away, so if the room has a lock on the door, **ensure a key is available at all times.**

We will attempt to carry out repairs within a few days of being notified of a problem, but you need be aware that the waiting time for maintenance work may vary due to the nature of the problem and its urgency, or for a landlord to be contacted for authorisation. (see our Maintenance Standard at the end of this handbook).

Occasionally there may be a waiting time for parts/replacements to be ordered. Most of the people who attend to work at the houses are self-employed and therefore their time costs money. If they make an appointment to call we expect you to keep that appointment unless you contact the person concerned to rearrange the time. If this is not done and the workman charges for a wasted call, this charge will be passed on to you. Also remember that their working day usually starts at approximately 8.30 a.m.

When reporting a maintenance problem, we will make arrangements with you to allow our workmen access to the property. With your agreement, workmen are usually issued with keys so that they can let themselves in if no one is at the property. Please be assured that keys are only issued to workmen who have our full confidence.

Please note – BCSH have contacts with tradesmen and suppliers who carry out jobs for us at reasonable costs. All these approved contractors invoice us direct so you will not be asked to settle their bill. **We will not reimburse you the cost of calling out any other contractor** unless this is approved in advance, and you are given an official order number to quote. Replacement light bulbs and vacuum cleaner bags/belts are your responsibility. We will, however, usually change bulbs in sealed light fittings and fluorescent light tubes. If reporting a faulty tube, please measure the length of the tube and let us know this when calling us.

Decorating

You must not decorate or alter any part of the property without the written permission of the landlord or BCSH.

If you want to decorate the property in any way, it is **essential** that permission is sought initially from BCSH who will in turn consult the landlord. In the instance where permission is granted, colours

used should be neutral, pale, pastel shades only and all decorating should be completed to a satisfactory standard. This includes finishing off edges and ensuring a good finish. Any damage to fittings, furnishings and carpets will incur a charge. If the decorating has not been done to a satisfactory standard it will be re-painted by BCSH and will become a tenant charge.

If your landlord permits you to put up shelving in the property, upon leaving, the wall must be left in its original condition with any holes or marks covered up and redecorated. Failure to do so will result in deduction from deposits of any costs incurred by BCSH to return the walls to an acceptable condition.

Please do not use blue-tac or other adhesive products that cause damage to the walls – use mapping pins instead.

Household Hygiene

You will not wish to encourage unwelcome guests such as rats, mice or ants to share your house by leaving food around.

Therefore keep all food in suitable containers and wash up dirty plates and saucepans regularly, at least once daily. This also stops bacteria forming and causing stomach upsets. Use a bin liner in the kitchen waste bin.

Don't put refuse directly into the dustbin: use the bin liner supplied weekly by the council, not plastic shopping bags. If this is not collected directly from the back of the house by the dustbin men then leave the bag, securely fastened, out at the front of the house on the morning of collection. Do not leave it out the night before, or cats, dogs or squirrels will tear it open and leave its contents all over the road. If this does happen please tidy any mess left.

Please do not leave any rubbish in the front garden. Always remember it is your responsibility to keep the area free from rubbish. The Local Authority have recently introduced £50 "spot fines" which are charged to households leaving rubbish out on the wrong day – please be aware of this!

If you switch off the fridge, for example over the holidays, first of all defrost it and dry it inside, and then leave the door slightly ajar. Fridges and freezers left closed when they are turned off go mouldy and smelly very quickly. When defrosting either a fridge or freezer do not be tempted to speed up the process by using sharp items like knives to remove the ice as this will puncture the hidden pipes and render the fridge useless. Most of the fridges have a drain hole just above the salad compartment; this often gets blocked with bits of food or dust. If this happens your fridge will leak - use either a cotton bud or a drinking straw to carefully unblock the hole.

Remember to clean the cooker regularly especially in the oven and on top of the grill, as once fat or dirt are baked on they become much more difficult to clean later. If you put fat or food residues down the sink, rather than into a refuse bag, then the outside drain can quickly become blocked and overflow. You must try to clear this yourself using boiling water to break up the fat, or by clearing the drain grille by hand. If this fails then let us know.

Also let us know if there is evidence of gutters becoming blocked, e.g. with leaves.

If we are required to clear drains that have become blocked with food residues, you will be charged the cost of the contractor.

If your toilet flush mechanism does not work, let us know – in the meantime as a temporary measure toilets can usually be flushed using a bucket of water.

Saniflow Toilets

Some houses, usually the larger properties we manage, have a Saniflow toilet; this can be recognised by the (electrically powered) box behind the toilet bowl that breaks up the waste into small particles.

These toilets are different to a standard toilet as they will only tolerate small amounts of toilet paper

and will block if any sanitary towels, tampons or condoms are put in them, so please do not attempt to dispose of these items via these toilets. Do not attach deodorant containers to the toilet bowl - if these fall into the mechanism then a very costly repair bill could follow.

We do not cover faults with the system that are caused by these items under general maintenance and **any damage caused in this way will be charged** to the tenants of that property.

Dealing with Condensation

Condensation is caused by the build-up of moisture in the air. There is always some moisture in the air but people create additional moisture by cooking, boiling a kettle and saucepans, taking baths or showers and drying clothes indoors. Many litres of moisture may be produced each day in this way. The moisture in the air condenses on any cool surface, and if left for a period of time may result in the accumulation of mould and mildew.

What can you do to stop this happening? First, produce less steam, cover saucepans when cooking, turn a kettle off when it has boiled and prevent any of this steam going into other cooler rooms. When taking a shower run the hot and cold water together at first, rather than running the hot and then adding the cold later. Open windows after cooking or taking a bath/shower or if there is an extractor fan please use it. If the weather is not suitable to dry your washing outside then dry it in a well-ventilated room.

You will also get less condensation if the house is kept at a constant temperature throughout the day. This stops any moist air cooling and turning to water. If you are unable to do this have a window or two open occasionally, although you should also bear in mind security considerations.

Central Heating

If in any doubt as to how the central heating operates then do not hesitate to contact us. You should not need to operate anything on the boiler itself, with the possible exception of a switch that allows it to be set for hot water use only. In the winter this switch should be set to allow the central heating to come on also. The timer usually allows two or three on-off periods for the central heating only, each day. If you can't work out how to program this for your needs then let us know and we can supply a timer manual.

Each radiator usually has its own thermostatic valve to control the room temperature. These should usually be set at about halfway through the range. Do not set the heating too high: for each increase in temperature of 1°C your fuel bill will increase by 10%. If the top of any radiator in the house is cold it may need bleeding. To release the trapped air contact us, or purchase a radiator bleed key from a hardware store.

In the winter months please leave the heating on low, even if you are away from the property, to stop the pipes freezing.

Keys and Security

We hold keys to most properties for use in emergencies and some maintenance purposes during vacations. We carry out routine inspections from time to time on various properties - we will usually give you 24 hours notice. Emergency situations apart, we will not gain entry without your prior knowledge.

All houses should be fitted with secure locks to both front and back doors. Accessible windows should also be fitted with window locks. Obviously security conflicts with convenience so far as ventilation is concerned. Some self-discipline may be required here. Remember that student houses are always at a high risk so far as burglaries are concerned. When you leave the property for holidays, where possible please take valuables with you – certainly make sure nothing of value is visible through the windows. Please never chain valuables to radiator pipes in your room – it can cause damage to the pipes, and will not safeguard your property in the event of a break in.

If you lock yourselves out of the property, and require our assistance to regain entry, we make a £10 charge for the call out during office hours (please refer to the emergency contact phone numbers list for advice on problems outside office hours)

Smoke and Heat Detectors

The type of smoke detector installed will vary from house to house. The vast majority of them will be mains linked (with battery backup) but some may be battery operated only. Both sorts need to be kept free from dust and have the system tested regularly.

If you live in a larger property (usually those with three storeys) your house may be equipped with a smoke detector system operated via a control panel. If this is the case you will be issued with a separate instruction sheet on how this system works which will be stored in your property folder.

These detectors are there for your safety and it is unlawful to disconnect them. BCSH will check the operation of all systems during July / August, replacing / testing batteries then. It is the tenants' responsibility to replace smoke detector batteries as necessary during the remaining months of the tenancy to ensure the system works at all times. The detector will "beep" when its battery needs changing.

We have experienced a lot of problems due to tenants disconnecting smoke and heat detectors. If there is any damage to them or they have been disconnected without our agreement the cost of an electrician reconnecting or replacing damaged detectors will be charged to tenants. In some areas if the detectors are sensitive it may mean that it is not possible to smoke in that room/area.

Disconnecting the smoke detector system has very serious implications. Some landlord insurance policies are invalid if the system has been tampered with. Tenants will be held liable for **ALL COSTS INCURRED** in these circumstances. Occasionally smoke detectors become faulty, and the alarm is sounded when there is no smoke. In this event, all the alarms throughout the property will go off, but only on one of them will the light flash. This one is the faulty unit – if reporting a fault in the system to us, please let us know which alarm triggered the system off.

Re-letting for the Following Year

We will contact all houses during November / December to find out what your plans are for the following academic year.

Obviously we would prefer all tenants to stay for the next year if you are continuing your studies, so you will usually be given first option for rebooking your house. However we cannot hold the house for too long waiting for your decision as prospective tenants start looking from November onwards. If most of your group want to stay but some cannot, it may be possible to help you fill vacancies by putting you in touch with other small groups. If you decide not to stay we will advertise the house on our list of available properties.

Sometimes you may find prospective tenants will knock on your door and ask to view the house. From a safety point of view, BCSH do not encourage this and we recommend that you ask the caller to make an appointment with our office so that we will conduct a pre-arranged accompanied viewing at a later date. However if you do allow people to view the house, please take precautions such as ensuring that there is at least one other fellow housemate in the property with you. Also ask the caller for student ID and always keep the group together with you. If in doubt, tell the caller to call our office.

6. At the End of Your Tenancy

At the end of your tenancy all keys should be in our office by your final day (usually the 30th June), clearly marked to say which house they are from. The next group will require them from the first day of their tenancy so any keys which are not returned by that date will be charged for. Any key returned unmarked will be treated as not returned as we will obviously not know which house it is from, and will therefore be charged to the out-going tenants. **Rent will continue to be charged until all keys are returned.**

At the end of your tenancy all keys should be in our office by your final day (usually the 30th June), clearly marked to say which house they are from. The next group will require them from the first day of their tenancy so any keys which are not returned by that date will be charged for. Any key returned unmarked will be treated as not returned as we will obviously not know which house it is

from, and will therefore be charged to the out-going tenants. **Rent will continue to be charged until all keys are returned.**

If you wish to stay for an extra few days you will have to make arrangements with the new tenants, it is not an automatic right. They will probably want you to pay rent, as they will not be prepared to pay for a time when they are not able to live there themselves. Try to come to a sensible compromise. If the new tenants do not give permission you will have to move out, although it is possible that we can help with short-term accommodation elsewhere. Since you will have moved into a clean and tidy house when you took over the tenancy, you must also leave it clean when you vacate. Failure to do so will result in cleaners being engaged and their charges deducted from your deposits.

The definition of “clean” seems to vary between different people, and in the past has tended to cause a few problems. We would expect a house to be returned having had the cooker cleaned both inside and out, with special attention given to the grill top. The fridge-freezer should be empty, wiped through and left turned off with the doors left open to stop mould forming. All cupboards in the kitchen should be wiped through and emptied of all food. The bathroom should have bath, toilet and sink cleaned and old shampoo bottles etc should be removed.

Any mould that has formed should be cleaned. Both the kitchen and bathroom floors should be cleaned. The other rooms should have all posters, blue-tac and pins removed from the walls, and any damage to wallpaper repaired and redecorated. The skirting boards should be wiped clean. All carpeting should be well vacuumed, including under beds and settees, etc. Please also check all cupboards, drawers and under the bed for leftovers: it is amazing how many pairs of socks or pants are left behind.

More detailed instructions will be sent to you towards the end of your contract. **7. Deposits / Charges**

There are very few reasons for a charge being made during your tenancy. Please be aware, though, that landlords will not pay for items such as unblocking drains clogged by cooking fat or kitchen waste, for repairs to Saniflow toilets caused by inappropriate use, for emptying vacuum cleaner bags or unblocking vacuum hoses, or for repairing broken windows.

Costs for these items, together with other items deemed to be caused by careless or inappropriate use, will be charged to tenants.

At the end of your tenancy the majority of deposits are returned in full. We do not pay interest on money held as a deposit. The deposits are usually returned within 30 days of the end of your tenancy, and are returned using the address label you will be asked to complete.

Tenants clearing a house at the end of their tenancy can accumulate a huge amount of rubbish. The local dustbin men will remove a moderate amount, but will refuse to collect excessive amounts, rubbish that is inaccessible to them (behind back gates, etc.) or to gather rubbish from split bags or boxes. They will also not remove very heavy bags or boxes. In such circumstances we will have to clear this rubbish for you, for which you will be charged.

Please organise your departure – do not leave huge amounts of rubbish out in one lot, or leave rubbish out on a day other than the normal collection day – remember you may be fined by the local authority for doing this. Sometimes the local authority organise bulk collections of rubbish from the area, if you want to check details please go to their website.

Deductions from your deposits could include the cost of cleaning, if necessary, the cost of replacing broken or missing furniture, the replacement of discharged fire extinguishers or fire blankets (when there has been no fire), the cost of any re-decoration as detailed in section 4, the cost of any overdue rent letters and any rent arrears (plus interest as per clause 3(a) of your contract). If a deduction is made, a statement will accompany your cheque detailing the reason.

Deposit Protection legislation.

All deposits paid to BCSH are protected in either a custodial or an insurance based scheme. Both schemes provide an independent arbitration service in the unlikely event of a dispute relating to the

return of your deposit at the end of your tenancy.

Your 'lead' tenant will receive a certificate confirming that your deposit has been protected as required by law. The two schemes we use operate in slightly different ways as follows – one is an insurance based scheme operated by mydeposits (Tenancy Deposit Solutions Ltd). Shortly after your deposit has been paid, your 'lead' tenant will be contacted by us and asked to come into the office and sign the deposit protection certificate, which confirms details of the deposit we hold and have protected. You will then be given a copy for your records.

We also use a custodial based scheme operated by DPS (Deposit Protection Service), this is our preferred method of protection. If we use this company to protect your deposit, your lead tenant will be contacted direct by DPS shortly after BCSH have sent them a payment covering the amount involved.

If you have any queries about your deposit protection, please do not hesitate to ask us for details.

Licensing and Accreditation

Legislation was introduced in the 2004 Housing Act making it compulsory to licence all properties let out to five or more tenants and with three or more storeys.

A separate accreditation initiative, sponsored by Birmingham City Council, the University of Birmingham and the National Landlords Association, is being promoted in the area, with landlords and letting agents being encouraged to attend an information seminar where all new legislation and safety requirements are explained in detail.

If you have any questions about either of the schemes we will be happy to discuss how they relate to you or your property on a personal basis.

Landlord/Tenant Code of Practice

A) The Landlord or Letting/Managing Agent will adhere to the following standards:

Property Standard

- 1) The property provided will be clean and in a good state of repair, free from damp and obvious structural defects.
- 2) All gas appliances will be inspected and a certificate issued annually by a registered Gas Safe installer.
- 3) All electrical installations will carry a current N.I.C.E.I.C. or equivalent certificate, or will be inspected by an electrician appointed by BCSH and compliance with relevant standards confirmed.
- 4) All soft furniture and furnishings will comply with current fire safety standards.
- 5) Security precautions will be fitted in conjunction with recommendations made by BCSH's security consultants.
- 6) An appropriate fire/smoke detection system will be fitted, together with the provision of a fire blanket in the kitchen.
- 7) Adequate heating and ventilation will be provided in all rooms.

Management Standard

- 1) All relevant legal and statutory requirements currently in force will be complied with.
- 2) All dealings with existing and prospective tenants will be non-discriminatory in respect of colour, creed, disability, sexuality, age or politics.
- 3) A legal tenancy agreement will be provided, which clearly sets out the financial responsibilities of both parties, specifies who is responsible for paying gas, electric and water charges, and which includes an inventory of contents to be agreed to by both parties.
- 4) Deposits will normally be refunded within 30 days of the end of the tenancy, and the reasons for any deductions will be clearly explained in writing.

Maintenance Standard

A clear procedure for reporting problems will be established, and these will be attended to in adherence with the guidelines appended below. The procedures to be adopted in the case of an emergency will also be clearly set out.

BCSH and the landlords we work with have pledged itself to meeting the following specific targets, which follow, or even improve upon, targets set in other university cities.

The following completion performance standards will be achieved in at least 75% of all reported problems:

- a) Emergency Repairs - Any repairs required in order to avoid danger to health, risk to safety of residents or serious damage to buildings or residents' belongings: within 24 hours of report of defect.
- b) Urgent Repairs - repairs to defects that materially affect the comfort or convenience of residents: within five working days of report of defect.
- c) Non-urgent day-to-day repairs - repairs not falling within the above categories: within 21 working days of report of defect.
- d) Planned programme of repairs/improvements - maintenance and servicing, redecorating etc: to be carried out with prior planning and agreement with tenants with regard to their convenience.

B) The Tenant agrees to:

- 1) Pay his or her rent promptly and in full when due.
- 2) Report any maintenance problems etc. without undue delay. Problems of any kind MUST be reported in writing directly to BCSH in the first instance, following the procedure laid out in the earlier part of this Handbook.
- 3) Not interfere in any way with the working of the smoke detector system fitted.
- 4) Adopt a responsible attitude towards the local community (noise, offensive posters etc).
- 5) Keep the property clean and in good order and dispose of rubbish via the weekly refuse collection.
- 6) Allow BCSH share his/her details with relevant third parties such as insurance companies and utility companies.
- 7) At the conclusion of the tenancy to leave the property in a clean and tidy condition, to return all keys provided, and to deal with the termination of existing gas, electricity and telephone contracts, providing a forwarding address to the service provider concerned.

Guarantor Form

Property to which tenancy relates

Address	52 TestAddress 1, TestAddress 2, TestAddress 3, xx0 0xx
Name of Tenant	TestTenant TestTenantSurname
Duration of Tenancy	6 months
Start Date of Tenancy	09/03/2015

Details of Guarantor

Name*	Mrs GuarantorOne SurnameOne
Address*	GAddress1 GAddress2 GAddress3 GAddress4 xx0 0xx
Home Telephone Number*	
Mobile Telephone Number	
Email Address	gtest@test.com
Relationship to Tenant*	

IMPORTANT - PLEASE READ

I will act as a guarantor as stated above. I have had an opportunity to read and accept the tenancy agreement. I will accept that you will contact me when the tenant does not pay, and I will make payment.

Signed*	
---------	--

Date:/...../.....

Items with * are mandatory fields

In the presence of this witness:

Name of witness:

--

SIGNED by Witness:

Witness Sign Here
