



GUIDE FOR TENANTS OF HAMPTONS PROPERTIES

Hamptons

THE HOME EXPERTS

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YOUR SAFETY

Smoke Detectors & Carbon Monoxide Alarms

Smoke and carbon monoxide detectors are provided (where applicable) for your safety. It is a tenant's responsibility to maintain these during the tenancy.

Any appliance burning carbon fuel, including wood burning stoves, can produce carbon monoxide.

- Never block air vents in rooms containing a gas or other carbon burning appliance.
- Test alarms weekly using the button located on the alarm.
- Replace batteries regularly.
- Keep alarms free from dust and other obstructions.
- If your landlord has provided an alarm(s), whilst replacing batteries is your responsibility, faults should be reported immediately.
- Portable alarms, which you can take with you when you move out, are readily available.

Legionella

Legionella bacteria, which can live in water systems, can pose potential health problems, particularly for higher risk groups. Whilst such problems are rare when a system is operating normally, you should nonetheless take reasonable precautions.

When a hot water system is operating normally water should be delivered to outlets such as showers and taps at between 50 & 55 degrees.

- Promptly report any problems with hot water not being delivered within these tolerances.
- Care should be exercised when testing the water temperature to avoid scolding.
- When first using the water system after a period of non use (1 week or longer), allow at least 1 hour for the hot water to reach temperature.
- Showers and taps should be flushed through following a period of non use.
- Showers and taps (especially those with aerators) should be regularly cleaned and disinfected.
- Douches and taps with pre set mixers operating below 50 to 55 degrees should be cleaned and disinfected more regularly. Use of these should be avoided by higher risk groups, including those suffering from chronic respiratory or kidney disease, and people whose immune system is impaired.
- Hot tubs and whirlpool baths should be cleaned and operated in accordance with the manufacturer's guidelines.

Gas Leaks

If you smell gas you should call the National Gas Emergency Service on 0800 111 999 and vacate the building until help arrives.

Remember to ventilate the room as much as possible and do not turn on lights or electrical appliances.

CONTACT INFORMATION

Who is my contact during my Tenancy?

Prior to moving into your new home you will be provided with details of your Landlord or representative who will be your main point of contact throughout the tenancy.

Tips for managing emergency situations?

An emergency is deemed to be where a problem places either you or the property in imminent danger of suffering harm, injury or damage.

When calling your Landlord, they will instruct a contractor who will assess the seriousness of the situation. You should be aware that if a call out is subsequently not deemed to have been an emergency then you will be liable for the call out charge.

Before placing a call regarding loss of power, remember to check for obvious problems such as tripped residual circuit breakers (RCB's)/ blown fuses as well as checking if other properties in the building or area are similarly affected.

If you smell gas you should call the National Gas Emergency Service on 0800 111 999 and vacate the building until help arrives. Remember to ventilate the room as much as possible and not to turn on lights or electrical appliances.

- Always carry out a few simple checks before reporting a problem.
- Only call out of hours in an emergency or you may be responsible for the cost.
- Have details of the make and model to hand before calling.

Tenants Online

Our online portal gives you access to key information about your tenancy including the following:

- Download important documents
- Online rental payments

Go online at <https://myaccount.hamptons.co.uk>.

If you have not received your online invitation speak to your Property Manager.

RENTAL PAYMENTS

Who sets up recurring rental payments?

As Tenants it is your responsibility to set up and maintain a Standing Order for future rental payments, on completion please advise Hamptons in writing.

- Please check with your bank that everything is in place well before the first payment is due.
- Even when setting up payments online you should check monies are leaving your account as directed.
- Queries regarding rental payments can be directed to our Client Accounts Department.
- Always check that payment instructions to your bank have been received and acted upon.

Does Hamptons automatically stop collecting rent at the end of the tenancy?

No, it is therefore important that you cancel your Standing Order once your final rental payment has been made. We cannot be held responsible for any delay in recovering your money if you forget.

UTILITIES

What about the transfer of utilities?

Under normal circumstances, with all long let tenancies the payment of utility charges and council tax will be your responsibility as tenant. We work with a number of utility transfer companies who assist with the transfer process, as well as offering you an opportunity to choose a provider and a tailored tariff that best suits you.

It is important that you ensure your obligations for the transfer and payment of utility charges and council tax are met as neither we, nor your landlord or any of the transfer companies we use can accept liability for unpaid or estimated accounts.

- Always ensure that utilities are promptly transferred into your name.

What about media services?

Subject to location and services available within your building you may be able to take advantage of media packages from providers such as Virgin Media, Sky and British Telecom.

Please remember that you will need permission from your landlord for the installation of any wiring or satellite dish that might be required.

Your landlord's permission is required for installations other than those you can plug in and use.

INSURANCE

What about insurance?

Your landlord is responsible for insuring his possessions and you are responsible for insuring yours.

You should ensure you have adequate insurance to cover all of your property. Many Tenant Insurance products include accidental damage cover which give protection should you accidentally damage the Landlords belongings.

CLEANING

What if the property isn't clean when I move in?

Your property will usually have been professionally cleaned prior to you moving in. Any deficiencies in this regard should be noted on the inventory check-in. You will not be responsible for returning the property in a cleaner condition than that noted on the check-in unless additional cleaning took place afterwards at your landlord's expense.

Please contact your Landlord if you have any concerns in this regard. Please note however that a professional clean cannot restore a property to "as new" condition and your landlord is not responsible for rectifying the effects of wear and tear and the passing of time.

- Report any concerns to your Landlord as soon as possible.
- A professional clean cannot rectify the effects of wear and tear and the passing of time.

REPAIRS & MAINTENANCE

When something breaks down what should I do?

As tenant you are responsible for promptly reporting maintenance issues as they arise.

Where this involves an appliance apparently not working, firstly read the instruction manual as any unnecessary call out charges will be your responsibility. Most instruction manuals provide a useful troubleshooting section.

When a breakdown occurs, call your Landlord and he/she will arrange for a contractor to visit as soon as is reasonably possible. It is important to remember that your landlord is unable to insulate you from, or to compensate you for, the inconvenience that inevitably occurs when repairs are required. In the event of a breakdown your Landlord will do everything reasonably possible to keep any inconvenience to you to a minimum.

As the colder weather approaches it is prudent to allow ample time to check that your heating system is operating correctly as any parts which may be required to correct a breakdown might not always be readily available. After reference to the instruction manual, please remember that with gas fired boilers you should check if the pressure needs increasing. With central heating systems, to avoid all or part of a radiator remaining cold you will usually need to bleed air from the radiator when the system is first switched on in the autumn.

These simple steps will help avoid you paying for unnecessary call out charges (if a contractor attends and deems the fault to have been caused by you, then you may be liable for the charge).

- Always check the instruction manual before reporting a problem.
- Remember to check that your heating is working before the winter months.
- Have details of the make and model to hand when reporting a breakdown.

What if I can't operate an appliance or the heating and hot water?

Instruction manuals should be available within the property to assist you in familiarising yourself with the appliances and equipment provided. Please contact your Landlord if an instruction manual is missing. Alternatively, and to save time and inconvenience, manuals are often available on line.

- Always read the instruction manual.
- If an instruction manual is missing copies are often available on line.

What about air conditioning systems?

An increasing number of properties now benefit from air conditioning and comfort cooling systems. These differ in so far as comfort cooling does not reduce the ambient temperature to the same extent as a more powerful air conditioning system. In simple terms, on a hot day, if a comfort cooling system has not reduced the temperature as much as you would like, this is not necessarily indicative of a problem. Please bear this in mind before reporting a perceived fault.

Many such systems are operated centrally by the Freeholder or Block Agent, and so are beyond the direct control of your Landlord. Problems should first be reported to the porter or concierge at the building.

- Please bear in mind that comfort cooling is not as powerful as air conditioning.
- If living in an apartment building, please report problems to the porter or concierge first.

Leaks

Leaks from one property to another are not uncommon, especially in developments comprising a number of apartments. Leaks can result from something as simple as failed seals in baths and showers to more serious problems with pipework installations. In situations such as this please contact your neighbour, porter or concierge as soon as possible before reporting the problem to your Landlord.

If you suspect a leak within your property please immediately contact your Landlord.

- If a leak is coming from another property, speak to your neighbour, porter or concierge first.
- Who is responsible for changing light bulbs?

Light bulbs are a tenant responsibility. Care should be exercised when fittings are above head height or located in areas accessible only by ladder.

- Light bulbs are a tenant responsibility.
- Always exercise care around electrical fixtures and fittings by turning off the power before replacing bulbs.

Who is responsible if the drains become blocked?

Unless the problem results from a failure in the sewerage or drainage system you as tenant are responsible for clearing blockages. Subject to any restrictions on the use of chemicals with septic tanks, regular use of drain cleaners in bathrooms and kitchens helps avoid blockages.

- Regular use of drain cleaners helps reduce the risk of blocked drains.

What if there is a septic tank or sewerage system?

Please check the Agreement for your obligations which should include details of how often the tank needs to be emptied together with any restrictions on what can and can not be put through the drainage and sewerage system.

- Always check the Agreement to establish your obligations.

Who looks after the garden?

Always refer to the Agreement, but responsibility for maintaining the garden in seasonal order, and for clearing patios, balconies, drains and gutters of fallen leaves will be your responsibility. Most Agreements will prohibit you from lopping or destroying trees, plants and shrubs; however, reasonable pruning is expected. Planters and pots should be watered as required.

- Always check the Agreement for confirmation of your responsibilities.

Who looks after the swimming pool and hot tub?

Please refer to the Agreement, but normally the tenant is responsibility for keeping the water in optimum condition, The landlord is usually responsible for maintaining the filter, pump and associated equipment/ machinery.

- Always check the Agreement for confirmation of your responsibilities.

Ventilation

It is a condition of your tenancy that the property is kept ventilated so as to avoid the build up of condensation and mould. This is particularly important in well insulated modern properties. To help avoid claims against your deposit for unreasonable deterioration always use extraction fans and ventilation systems whilst regularly opening windows to allow fresh air to enter the property.

- Maintaining adequate ventilation is important in any property.

Can I hang pictures?

Subject to the provisions of the Agreement yes, providing the number is not excessive and that you use commercially produced picture hooks making good any damage at the end of the tenancy.

What if I need more keys to the property?

Subject to written consent you are, at your own expense, able to have additional sets of keys cut. Details will be held on file, and all keys must be returned at the end of the tenancy.

PROPERTY VISITS

What about property visits?

At some point during your tenancy your Landlord may visit the property to carry out a superficial check for obvious signs of deterioration. You will be given ample notice of an intended visit and it is not necessary for you to be at home. If necessary please remember to leave keys with your porter or concierge.

Please do not wait for a property visit before highlighting maintenance and repair issues as these should be discussed with your Landlord as soon as possible.

- The property will usually be visited by us once or twice a year depending on our agreement with the Landlord.

Do I have to allow access?

Yes, you are under a statutory and contractual obligation to allow your landlord and his representatives access subject to you being given twenty-four hours notice.

Your wishes will be accommodated wherever reasonably possible; however, failure to provide access is viewed as a serious breach of your obligations.

END OF TENANCY

What happens as the end of the tenancy approaches?

Within the last three months of the initial term of the tenancy our Renewals Department will contact you regarding renewal or termination.

What happens on the day I leave?

The Landlord will arrange with you directly to conduct a check out, usually using an inventory clerk, but on occasions they will conduct the appointment themselves, to check the condition of the property against the check-in document prepared at the start of the tenancy. This report, known as the check-out, will note any differences which, fair wear and tear aside, will form the basis from which to calculate the apportionment of the deposit.

You should have been given a copy of the check-in shortly after your tenancy started. In preparing to leave we advise that you check this document to ensure you are returning the property in the same condition as you found it, and do not for instance inadvertently remove any of your landlords belongings.

Points to remember are:

- Have any missing or broken items been replaced?
- Have any blown light bulbs been replaced?
- Have you reported any electrical items not in working order?
- Has the furniture been returned to its original position?
- Have ALL your possessions been removed?
- Has the property been professionally cleaned?
- Has the property been left in the same state of cleanliness as detailed in the check in report?

These are all things that you can put in hand easily and fairly cheaply prior to leaving, that can be expensive to rectify later.

The inventory clerk/Landlord will collect keys at the end of the appointment, after which you are unable to re-enter the property to carry out further cleaning or to remove your belongings. With this in mind, it is important to ensure you have vacated and cleaned the property prior to your appointment with the inventory clerk/Landlord. Clerks are unable to check you out of a property that is not empty of your belongings or in the process of being cleaned. In such cases you will be responsible for the cancelled appointment and associated costs. Please remember to return all keys to the property, including those for post boxes and windows as well as security fobs and access remote control. A list of those issued should be noted in the check-in.

Failure to return these on the day could result in the locks being changed at your expense. We suggest not leaving checking this to the last minute. Remember any keys held by a friend, neighbour or cleaner.

Don't forget you cannot re-enter the property once the check out has been completed.

Cleaning the property at the end of the tenancy

Fair wear and tear aside, the property should be returned in the same condition as when it was handed over.

Your landlord would normally have had the property professionally cleaned. Please remember that cleaning to a good domestic standard is NOT the same as a professional clean.

There are more landlord and tenant disputes regarding cleaning than any other issue.

What about the garden?

If you have a garden, patio, terrace or balcony with your property this will need to be cleaned, tidied and returned in seasonal order.

What about the transfer of utilities and forwarding post?

The inventory clerk will take meter readings at the end of the tenancy; however, it is important to ensure that you promptly advise all utility providers and the local authority of your last contractual day at the property, as well as providing your forwarding address.

Regarding BT phone lines, whilst advising them that you no longer require the line, it should not be disconnected as this will incur a reconnection charge that will be your responsibility.

Please ensure that any cable, satellite and internet hardware not provided by your landlord is removed or collected prior to your departure and any damage from installation or removal repaired. If the property has oil, Calor Gas or septic tank drainage, please make reference to the tenancy agreement for your obligations to refill and empty.

Neither Hamptons, your landlord or a new tenant will forward post to you. You can arrange for your post to be redirected by the Royal Mail on www.royalmail.com for periods of 1, 3, 6 and 12 months.

Does Hamptons automatically stop collecting rent?

No, it is therefore important that you cancel your Standing Order once your final rental payment has been made. Hamptons cannot be held responsible for any delay in recovering your money if you forget.

DEPOSIT MONIES

Can my landlord make deductions from the deposit without my approval?

Please check your tenancy agreement, but with 99% of tenancies this will not be possible as Hamptons usually holds your deposit as stakeholder. As stakeholder we cannot release the deposit to either you or your landlord until you have reached agreement on how it is to be apportioned.

How soon will I get my deposit back?

Working with you and your landlord we will do everything reasonably possible to return your deposit quickly. Once agreement has been reached we can usually arrange for payment to your nominated account within a few days.

As a general guide you will be advised by way of a schedule of damages, whether or not your landlord proposes to make any deductions from your deposit. This figure is arrived at using the check-in and check-out reports.

Once you have both agreed the deductions in writing we can arrange for funds to be released.

What if we cannot agree on release of the deposit?

Under normal circumstances the amount not in dispute can be refunded in accordance your joint instructions, leaving us holding only the amount in dispute.

Whilst you should make reference to your tenancy agreement, in the majority of cases your deposit will be protected under Tenancy Deposit Protection.

There are currently three national schemes which can be used to protect your deposit. In most cases Hamptons will have registered your deposit with by the Tenancy Deposit Scheme (TDS).

The tenancy agreement will confirm how and when you should advise us that you are disputing your landlords claim for damages. If agreement cannot be reached within ten days then either you or your landlord are free to refer the matter to the TDS. Once referred to the TDS they will ask us to transfer the disputed amount to them for the duration of the arbitration process. Once the TDS has concluded its investigations it will apportion the deposit accordingly.

Both yours and your landlords statutory obligations to take legal action through the County Court is unaffected, but you should be aware that judges often take a dim view of a landlord or tenant who chooses to breach the terms of the agreement by not using the independent arbitration provided by the TDS.

- Please note that disputes must be raised with TDS within three months of the end of the tenancy.

How much does the TDS charge me?

If your tenancy comes under the Housing Act, which most will as long as your rent is under £100,000 per annum and you are an individual and not a company, then generally speaking there is no charge. For tenancies outside of the Housing Act, please make reference to the Agreement to see on what basis, if any, the TDS might adjudicate.

- For Assured Shorthold Tenancies there is generally speaking no charge for arbitration.

Can Hamptons refer the matter to the TDS on my behalf?

No, our client in this matter is your landlord, and to avoid any conflict of interest we are unable to refer the matter to the TDS on your behalf or to offer you anything other than general advice.

Hamptons is not a party to the agreement. Whilst we offer your landlord advice we are not responsible for his decision in terms of the amount of damages claimed or release of your deposit.

- An Agent cannot refer a dispute on behalf of a tenant, only their client the landlord.

Where can I get advice?

If your deposit is protected by the TDS further information is available on www.thedisputeservice.co.uk or by contacting them on 0845 226 7837 or deposits@tds.gb.com.

Otherwise your local Citizens Advice Bureaux will be able to assist.

What if my deposit isn't protected by the TDS?

Please refer to the tenancy agreement as this should confirm your options in the event of a dispute arising; this will normally be by another form of arbitration or through the courts.

More Information

Further information for each of the Tenancy Protection Schemes can be found online:

- General Advice** www.gov.uk/tenancy-deposit-protection
- Tenancy Dispute Service (TDS)** www.thedisputeservice.co.uk
- My Deposits** www.mydeposits.co.uk
- Deposit Protection Service (DPS)** www.depositprotection.com

Are disputes common?

The number of disputes referred to the TDS and the courts is low in comparison to those agreed amicably.

CLEANING REQUIREMENTS

Fair wear and tear aside the property should be returned in the same condition as it was handed over. Remember to ensure that all your belongings are removed from the property, including refuse, garden waste, unwanted clothes and redundant furniture, otherwise you will be charged for their removal and disposal.

To help avoid problems later on, we have provided this checklist to confirm the areas which need particular attention.

ALL ROOMS

- Light Bulbs** Replace all blown bulbs and lamps, including those illuminating work surfaces.
- Carpets** Vacuum and professionally clean, paying particular attention to edges and underneath furniture.
- Vinyl & Tiled Floors** Wash, polish and clean.
- Walls, Sockets & Switches** Dust and clean to remove scuffs, finger marks and cobwebs.
- Coving** Remove cobwebs.
- Ceiling** Remove cobwebs.
- Paintwork** Clean and dust: skirting boards, architraves, picture rails, dado rails, door frames, window frames and sills.
- Furniture** Clean and polish, including the inside of drawers and cabinets and return to its original position.
- Soft Furnishings** Wash/clean all covers and vacuum, including beneath cushions. For leather upholstery wipe with a clean damp cloth and treat using leather nourishing cream, and NOT furniture polish.
- Curtains, Pelmet, Blinds & Net Curtains** Vacuum, professionally launder/clean, press and re-hang.
- Linen** Launder, press and fold neatly.
- Windows** Clean and polish inside and out, including between secondary glazing.
- Ceiling & Wall Lights** Clean, remove cobwebs (including shades) and replace blown bulbs.

KITCHEN

- Units** Clean inside and out, including drawers and cupboards.
- Work Surfaces** Clean and polish.
- Sink Unit, Taps and Faucets** Remove all limescale and water marks, clean and buff.
- Cooker/Stove** Clean and degrease including any grill pan & oven racks.
- Fridge & Freezer** Defrost, clean inside and out and deodorise. Switch off at mains and leave door(s) ajar.
- Dishwasher/Washing Machine** Clean inside and out including: soap and fabric softener drawer, filters and rubber seal. Run cleaning cycle to remove limescale.
- Tumble Dryer** Clean inside and out ensuring filters and hoses are cleaned

thoroughly.

- Microwave** Clean inside and out including turntable and grill (where applicable).
- Extractor Fans & Cooker Hoods**..... Clean, degrease, replace filters and check operation of working light, replacing the bulb if required.
- Crockery, China, Glassware & Utensils** Clean and have accessible for inventory check.

BATHROOM

- Bath, WC, Bidet & Shower Cubicle** Remove all limescale and water marks, clean and buff.
- Taps, Faucets & Fittings** Remove all limescale and water marks, clean and buff.
- Visible Pipes** Clean, dust and polish where accessible.
- Shower Screens & Tiles**..... Remove all limescale, mould and water marks and then polish.
- Mirrors & Glass** Clean and polish.
- Extractor Fans** Vacuum and wipe.

OTHER AREAS

- Garage & Parking Space** These should be left clear of your possessions, cleaned and swept.
- Garden, Patio, Terrace & Balcony** These should be cleaned, tidied and left in seasonal order.
- Swimming Pool, Hot Tub & Sauna** Please refer to the tenancy agreement for your obligations.



[hamptons.co.uk](https://www.hamptons.co.uk)