

MANAGEMENT REGULATIONS

Ref section 104 of Tenancy Agreement

Tenants are urged to read the contract carefully, and request clarification if uncertain of any content.

It is impractical to detail all Contractual Tenant liabilities in detail, and there are Implied Legal Contract Terms, consequently, tenants are advised to act in a ‘tenant like manner.’*1

Here is some examples of implied contact terms, which is not necessarily the full extent of possible things that could happen:

- 1) A door Bell is provided and it is implied that a Puch Button is supplied at the outer door.
- 2) On a routine Inspection it is noted that the Cooker Hood Fan Filters need replacing. If the tenant does not replace them and, as a consequence, the fan is damaged the Tenant is contractually liable to replace the Fan.
- 3) If a garden fence post becomes loose, the onus is on tenant to inform landlord, if they do not and the fence falls onto someone then the tenant is liable.
- 4) A Satellite Dish is fitted and the signal cable is installed at ceiling hight in the room by a tenant. There is no damage done to the internal room, however, it is generally accepted that people do not want unnecessary cables fitted down an internal wall. In this case a charge would be made to drill a new hole near the skirting board so the cable comes into the room near the floor.
- 5) If Wet wipes, Cotton buds or excessive fat are flushed down the Toilet and, as a result, the sewer has to be cleared: the cost of which will be back charged to the tenant responsible.
- 6) If windows and trickle vents are not opened or ventilation fans are not used when a lot of water vapour is being produce (i.e. when cooking, making hot drinks, showering, lounge/bedroom being used for many hours etc.) and black mould forms the tenant is liable for the eradication of black mould.
- 7) If a cloths drier is to be used in the property, it must not cause excessive water vapour, otherwise the tenant is liable for the eradication of black mould.

“Act in a tenant like manner”*1 below are a couple of examples of this legal phrase.

1) Damp: the property must be kept warm to prevent black mould growing. If this mould forms the cost of cleaning and repainting will have to be passed onto tenants.

2) Re-pressurising a combi-boiler having been given instruction on how to do so. (Although if this is a recurrent problem, you should let your landlord know so they can get a plumber in to check the boiler).

The question you should ask yourself before you phone your landlord and ask for a call out is:

“Would I call someone in and pay for it if this was my property?”

The contract gives the major Tenant responsibilities and duty of conduct. Any contravention of the contract could result in works needing to be carried out, these will be billed as reasonable work to be undertaken. Unnecessary correspondence or administrative work due to tenant unreasonable activities will be invoiced as per our fees.

Reasonable requests for a property inspection must be adhered to or charges could result.

If you consider yourself to be a vulnerable person/s, please inform MieProperties so we can carry out the necessary property checks associated with your vulnerability and make changes to the property, if appropriate and providing MieProperties were informed of your vulnerability before the Tenancy Agreement was signed.

We pride ourselves in the presentation of our properties, consequently, we expect agreed Tenant modifications to be done to our standards. If not, a charge will have to be made to bring the modification up our standards.

We abide by **Noth Somerset Council's**:

West of England Code of Good Management Practice and
North Somerset HMO Licensing scheme-Undertaking of good practice, were appropriate.

Both of these documents are hypo-linked below for your convenience.

https://n-somerset.inconsult.uk/gf2.tif/658722/18388773.1/PDF/-/Appendix_3_Code_of_Good_Management_Practice.pdf

Link North Somerset HMO Licensing scheme-Undertaking of good practice, to back office

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It is not possible to foresee all the implications of legal implications.