# Renting a Flat - What you need to know



If you rent a flat on an Assured Shorthold Tenancy (AST) or similar agreement, then you are a likely to be defined as a sub-tenant. This is because you have a tenancy agreement with your landlord (the owner of the flat) who in turn is a tenant of a long lease with the freeholder of the block.

At Neil Douglas we manage the block on behalf of the flat owners (often referred to as leaseholders) via their resident's management company, or for the freeholder. We take care of the communal areas, maintain the structure of the building and ensure that the terms of the lease are complied with.

This guide is designed to provide information and advice to sub-tenants to help them avoid some of the pitfalls associated with renting a flat and ensure that the block is a safe and pleasant place to live.

## Moving In

It is important to get off on the right foot so please be considerate of your new neighbours and try and keep disruption to a minimum during your move. Communal doors should not be propped open as this is a risk to both the security of the block and to fire safety.

Please take preventative measures when moving in items of furniture, so you do not damage the paintwork in communal areas. It unfairly penalises flat owners, who contribute to the maintenance of the communal areas, if decoration has to take place more frequently due to the carelessness of people moving in and out. Unfortunately, you may be charged for any damage to communal areas caused by you not taking a reasonable level of care.

## Services

Please make sure you are familiar with the services to your flat including:

- The location of the main water stopcock and your water meter
- The location of the gas inlet valve (if there is gas at the property) and gas meter
- The location of fuse boxes and electricity meters

If you are not sure, then ask your letting agent or landlord. This is important because it means you can act quickly to keep yourself safe and prevent damage to the property in the event of a maintenance emergency.

If you are going to be away from the property for more than a few days, you should turn off the supply of gas and water in case there is a leak while you are away.

## Fire Safety

Familiarise yourself with the fire safety notices located in the communal areas of your building (if applicable) and the location of fire and smoke alarms and fire assembly points.

Further advice and guidance is available on our website at neildouglas.co.uk/advice

For your safety, fire doors must be kept closed at all times. You must not store any flammable items such as patio gas bottles, petrol cans, oil or fireworks in your flat or any communal areas.

## Security

Please keep all keys and entry codes to the block secure and do not give them out to third parties. You should not provide access to the development, except to those people that are there with permission. Where there is an entry phone system or electric gate you should not "buzz anyone in" who claims to be visiting another flat.

## Emergencies

Check that you know who to contact in the event of an emergency maintenance issue within your flat, preferably a number that is available 24/7. This is likely to be your letting agent or landlord.

For maintenance emergencies affecting the whole block or a communal area you can contact Neil Douglas (unless your landlord or letting agent has asked you to contact them direct). For urgent issues it is best to phone us on 01296 42955 (office hours) 01296 821855 (outside of office hours).

# Regulations

Many blocks of flats have specific regulations relating to the occupation of the flat or use of shared services. These should have been provided to you with your tenancy agreement but if you are not sure please check with your landlord or letting agent.

# Keeping Communal Areas Clear

You should not store or leave any personal items in communal areas. This includes all areas outside of your flat front door, including hallways that serve just your flat and any cupboard in communal areas. It is an important part of the block's fire safety strategy that items are not left in communal hallways as they can impede escape and provide additional fuel for a fire.

Bikes and pushchairs should not be stored in communal areas. There may be other dedicated areas you can use to store these items so please contact your landlord or letting agent to check.

# Communal Cupboards

Residents sometimes believe they can store items in cupboards in communal areas, but this is not the case. These cupboards perform important functions in providing services for the block and must be kept clear at all times. You should only access these cupboards for legitimate reasons such as to take a meter reading and the cupboards should be secured at all times. Please let us know if this is not the case.

# Smoking

Your tenancy agreement will probably prohibit smoking inside your flat. Please be aware that smoking is not permitted in any of the enclosed communal areas and should not take place within 5 meters of any other flat or the communal entrance.

If you smoke, we would be grateful if you would be considerate of your neighbours and respect their right not to have to walk through cigarette smoke to enter the block.

All cigarette butts should be disposed of responsibly and not left on the floor outside, or in garden areas. Cigarette bins are often located outside of a block entrance for this purpose but if not please dispose of the butts in your bin.

# Laundry

It is a regulation in most leases that laundry (washing) cannot be dried on the outside of the building or any patio or balcony areas where it is visible, so you should not do this. Some blocks have specific drying facilities so please check with your landlord or letting agent to see if this is the case.

# Rubbish and Recycling

Your landlord or letting agent should provide you with information about the communal facilities for the disposal of rubbish. This will usually be in a bin store or bin shed. At some blocks there may be facilities for the disposal of recyclables such as paper, plastic and glass but check the signage in the bin store. Unfortunately, Councils seldom collect compostable waste from blocks of flats and so food waste will need to be disposed of with your general rubbish.

There are some really important rules about the disposal of rubbish which will help us ensure the bin store remains neat and tidy and that the cost of providing this facility to leaseholders and residents is kept to a minimum.

- **Furniture, electrical items and old appliances should NEVER be left in the bin store.** The Council will not collect them, and it is expensive for us to arrange their removal. Anyone seen leaving such items in a bin store will be charged for their removal. Please take them to the local household recycling centre or arrange your own collection.
- **Plastic bags and general waste should NEVER be put in bins designated for recycling.** If this happens the Council will consider the recycling bins contaminated and will not empty them. This will lead to a serious backlog of waste, which will not only be inconvenient and unpleasant for bin store users but will incur additional cost to clear up.
- **Rubbish or recycling should NEVER be left in the communal areas (even temporarily).** All rubbish and recycling must be taken directly to the bin area. Leaving rubbish in communal areas is not only a fire hazard but it could attract pests and create stains or smells.
- **All rubbish bags should be placed inside the bins and NEVER left on the floor of the bin store.** Bin stores attract vermin and although pest control will be in place it is a constant battle to prevent the build-up of vermin. Leaving rubbish bags on the floor attracts pests who may then tear the bags open and spread their contents over the bin store.
- **All cardboard boxes should be folded flat to save space.** They should be placed in the appropriate bin, or stacked neatly by the side of the container, if they will not fit.
- **The bin store door should be left secure at all times.** It is important to keep bin stores secure, so they do not attract people from outside the development looking to dump rubbish or carry out other illegal activities in the bin store.

If you have concerns about the state of your bin store, please contact the team at Neil Douglas to report the issue so we can take swift action to rectify it.



## Satellite Dishes, Aerials and Fibre Connections

Tenants are not allowed to affix satellite dishes or aerials to the building. It is likely that the block will have a communal dish which you can link to if there is not a connection already in place. You should contact your landlord or letting agent in the first instance to get permission. You should not arrange the installation of any service such as fibre without your landlord's permission as they will probably need to obtain consent from the freeholder or management company before permission can be granted to you.

## Parking

Your landlord or letting agent should provide you with specific information regarding parking at the development. The availability of parking is often limited in some way and there may be parking enforcement in place. Please make sure that you know where you are entitled to park, what permit you may need to display and if there are any other restrictions on parking. If there are visitors spaces they may not be used to park a second vehicle, they are for short-term, genuine visitors only. Please be considerate of your neighbours when parking, residents who have experienced long standing parking issues can become easily annoyed if you park in the wrong place.

Commercial vehicles are often not permitted under the terms of the lease and private vehicles must be in a road worthy condition. You may not carry out repairs to vehicles in your parking space.

## Sewage System

Communal sewage systems such as those in blocks of flats need particular care to ensure that they don't get blocked up. Some buildings have sewage pumps, and these are susceptible to being damaged by inappropriate items being flushed down the toilet. To avoid situations where sewage backs up into flats or leaks into communal areas it is very important that everyone uses the system responsibly.

Please do not flush any sanitary items (other than toilet tissue) down your toilet. If you have children, make sure that wet wipes and tissues are kept away from the toilet. Dispose of cooking fat in your general waste. For specific advice on this issue go to neildouglas.co.uk/advice.

## Communal Gardens and External Areas

If there is a shared garden, it is intended to be for the benefit of all residents to share and enjoy and so consideration needs to be given to others. There may be restrictions on the use of the garden such as the use of barbeques, the playing of radios and ball games. The shared garden will be maintained by the management company and paid for from the service charge paid by leaseholders. If you have any concerns about the maintenance of the gardens and any external areas, then please get in touch with Neil Douglas.

## Noise and Nuisance

Your tenancy agreement will probably contain clauses relating to noise and nuisance and there may be further restrictions about this in the lease, which your landlord or letting agent should make you aware of when agreeing the tenancy.

When living in a block of flats it is important for the benefit of all residents that people are considerate of their neighbours, especially in relation to noise. We appreciate that the sound proofing of some properties is not as good as it could be but please take your neighbours into account when playing music or watching television, particularly in the evening. Take care not to bang doors and speak loudly as you enter and exit your flat at night. If you have a social event at your property, then please consider the impact this may have on your neighbours and ask your guests to be considerate.

We appreciate that it is hard to keep children quiet but please don't let them play in communal areas unsupervised or participate in balls games at the development.

If you experience noise disturbance from another property, which you feel is unreasonable, then you should contact them direct, perhaps with a polite note asking them to keep the noise down. Sometimes people are simply unaware of the impact of their behaviour on their neighbours and will willing turn the noise down when they understand it is affecting other people. If this does not work, then contact us for further advice. It is likely that we will ask you to keep a log of the noise to build up a body of evidence about the disturbance. It is commonly thought that block managers have wide ranging powers in relation to noise, unfortunately this is not the case, but we will do our very best to help you resolve the issue.

Sadly, some cases of noise and nuisance are linked to cases of domestic abuse. If you are concerned that this may be the case and a neighbour may be at risk of harm, we strongly advise you to call the police. Anyone worried about domestic abuse can contact the 24 Hour National Domestic Abuse Freephone Helpline on 0808 2000 247 www.nationaldomesticviolencehelpline.org.uk/

## Alterations

Your tenancy agreement and your landlord's lease will usually have a restriction on making any changes to the flat. Please don't make any changes to any parts of the flat or facilities without permission.

## Balconies

If your flat has a balcony there may be restrictions on its use. Please check with your landlord or letting agent about any restrictions that might apply. For example, it is important not to overload the balcony with heavy pots as this can cause damage to the structure of the building. Residents are often tempted to create further storage on their balconies, but this is usually prohibited in the lease, as is the drying of clothes or the display of any signage. Finally, it is not safe to use a barbeque or set off fireworks from a balcony so these items must not be used under any circumstances.

## Pets

Most leases will contain a restrictive clause on pets which either prohibits them or requires the leaseholder (your landlord) to obtain prior consent for a pet. If your landlord agrees to you having a pet, you should ask them to confirm the correct consent has been acquired from the freeholder and details of what conditions they may have made in granting the consent.

If you have agreement for a pet, you will need to keep it under control at all times, it must not be allowed to foul the common parts or roam the communal hallways and gardens. Pets should not be left whilst owners are at work with no arrangements for supervision or exercise throughout the day. Dogs that are howling whilst their owners are out are a major nuisance to other residents. It is common for freeholders to have the ability to withdraw consent if the pet causes a nuisance so you will need to have a plan for what you will do with your pet if the consent is withdrawn.

If you have concerns about a nuisance caused by a neighbour's pet please contact Neil Douglas.

## Subletting

We sometimes come across a situation where tenants on an Assured Shorthold Tenancy invite others to share or let rooms, or perhaps they let the property for a few nights on Airbnb. Your tenancy will probably contain a clause preventing this and it is also likely that this is prohibited in your landlord's lease. You must not sublet your flat under any circumstances and action will be taken against you in this situation.

## Condensation

Flats are particularly prone to condensation and this can be a major problem in the winter. It can lead to damp and mould which not only damages the property but can damage your health. It is important that you have adequate airflow so check extractor fans in high humidity areas such as bathrooms and kitchens. Try to open windows for some time each day and avoid drying washing on radiators. If your property continues to suffer from condensation, consider investing in a dehumidifier.

## Damage to Your Flat and Other Flats

You have an obligation to keep the flat you are renting in good repair and to promptly report maintenance issues to your landlord or letting agent.

You may also be liable for the cost of any damage to another flat or communal area resulting from your negligence. For example, if you let a bath or sink overflow and the water damages a property below, or if you forget your key to the communal door and damage the door breaking in.

## Insurance

It is likely that the building will be insured via a communal policy for the block. You will have an obligation under your tenancy not to do anything that may invalidate the buildings insurance policy such as overloading electrical circuits or leaving naked flames unattended.

You should take out your own content's insurance for your belongings as these will not be covered under the block insurance policy.

## Inspections and Access

Your landlord or letting agent will probably visit the property during your tenancy to check you are keeping it in good order. There may also be circumstances when we may give you notice that we need access to your flat, for example to investigate a leak or carry out essential maintenance to the building. You will be required to give us reasonable access in these situations. We hold no keys to your flat and we have no right of access at any other time, except in the case of extreme emergency such as a suspected gas leak, in which case a formal procedure will be followed.

## Commercial use

Your landlord's lease will probably have a restriction on the use of the flat for any trade or business and so you should not use your flat for these purposes unless it has been established that this is allowed under the terms of the lease and your tenancy agreement.

## Further Questions or Queries

If you have any questions or queries that are not covered by this guidance please do get in touch. Further advice on various topics can be found on our website at www.neildouglas.co.uk/advice

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