



36 Hall Road, Rusholme,
Manchester, M14 5HL

Management Statement

Change of Use from
C3(a) Dwelling House to
C4 5 Bed HMO

January 2022

Prepared by HAD

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1. INTRODUCTION:

The following management statement outlines what measurements will be taken to effectively manage the proposal for the house in multiple occupation (HMO) situated at 36 Hall Road, Rusholme. It will discuss the arrangement for the occupants, managerial policies to be implemented as well as preventative measures of potential issues such as anti-social behaviour, overcrowding. These methods and policies will aim to minimise any detrimental impacts the proposed HMO could have on the immediate community.

2. PROPOSAL

The proposal involves converting a 3-bedroom residential property into a 5-bedroom HMO. The 2-storey semi-detached property will be divided to create a shared kitchen/dining space, shared bathroom, communal living area and 5 individual private bedrooms. Parking spots are already available at the drive to the front on the property and bike storage will also be proposed to encourage the use of alternative transport methods. There is readily accessible on street parking too, however please refer to the accompanying travel plan for further information on transport options for this proposal.

3. NOISE

3.1.1 Noise can take many forms and the effect on those exposed to the noise can range from minor irritation, to disputes with neighbours, to significant ill health. A straightforward definition of noise is 'sound which is undesired by the recipient'. It is a criminal offence for people to cause noise and nuisance which results in people being unable to relax and enjoy their home and community life.

3.1.2 Statutory nuisance could be caused by:

- A high volume of noise, perhaps through parties, music, radios etc.
- Loud sounds emitted from equipment, motor vehicles or machinery.
- Rubbish being dumped, which is attracting vermin and pests.
- Toxic fumes being released from a property such as gas, smoke or other odours e.g. bonfire nuisance.
- Noisy dogs or other types of pets.
- Noise and nuisance caused by an animal being kept poorly, e.g. unclean environment or overcrowded conditions.

3.2. OCCUPANTS

3.2.1 The occupants of buildings are usually the source of excess noise. In order to minimise and prevent the tenants from causing a nuisance they will be instructed to consider the following recommendations:

- Monitor the level of sound being emitted from radios, televisions, and stereos at all times of the day.
- Place music systems and televisions on rubber mats or carpet to help absorb sound.
- Avoid placing sound emitting appliances next to shared walls.
- Consider the time of day chosen to carry out housework, DIY and gardening.
- Limit noise at inconvenient hours.
- Look after any pets properly and clean up after them.
- Avoid leaving dogs barking and disturbing the neighbours.
- Inform neighbours if they are to carry out disruptive DIY work such as drilling, hammering etc.
- Let neighbours know if they intend to have a party or bonfire.
- If going out or returning home late at night take extra care not to disturb neighbours through loud voices and slamming of car doors.
- Make sure their children are playing in a way that is considerate to neighbours and not causing a disturbance.
- Make sure visitors are aware of any noise mitigating measures/policies.

3.3. BUILDING AND MAINTENANCE

3.3.1 Noise can also come from building works on the property. When a property is converted, or major works carried out, then the builder, which may include the owner of the premises, must comply with the Building Regulations issued under the Building Act 1984. Part E in Schedule 1 to the current regulations is about resistance to the passage of the sound. Party Wall Agreements, if necessary, should also be in place prior to works being carried out.

3.3.2 Construction on the development should take place during appropriate working days and hours with associated deliveries and disruptive work organised and minimised to avoid busy periods with neighbours notified when necessary. The Local

Authority may condition any grant of planning permission with restrictions on construction hours within residential areas.

- 3.3.3 The building work proposed at 36 Hall Road, Manchester only concerns internal changes that wouldn't create any potential disruptive noises. The majority of the work will involve new partition walls with associated fittings and finishes. Adequate dust suppression methods and notice to nearby neighbours will also take place. These works can also be completed along with any electric and fire-safety upgrades the building will undergo to become a licensable HMO. There are no other external works proposed that could be potentially seen as a nuisance for the surrounding community.
- 3.3.4 The owner/ applicant has the option to hire a property management company. The Property Management Company will ensure regular property inspections are carried out to keep the property in a good and fit-for-purpose state of repair. Any repairs necessary will be carried out as soon as is practical as previously agreed with the building owner, and the tenants will have a duty to report any damage or repairs as soon as possible.

4. ENVIRONMENTAL QUALITY

- 4.1 Inspections – these will be put in place to ensure the establishment is taken care of clean and isn't in a state of disrepair. The condition of a property can a detrimental effect on the street scene and neighbourhood. The inspections could be scheduled quarterly or randomly given that appropriate notice is given.
- 4.2 Hired Services – Residents can be given the option to hire cleaners, security and regular maintenance to ensure the property is always in the best condition. Details of domestic waste collection will be communicated to the tenants and notices on collection arrangements should be placed in appropriate communal areas. Contact details for the management company will also be provided in case of emergencies. Other policies and terms will be appropriately set out in the residents' Tenancy Agreement. See *appendix for typical ASB policy*.

		Property Address: _____ Date of Inspection: _____ Inspection Completed by: _____	
Check	Comment	Check	Comment
EPC rating above E		Garden & Yards	
Chimney		Rear gate suitable height	
Structurally sound		Decorated	
Sound pointing		House no. on gate	
Sound flashing & capping		Boundary wall height	
Roof		Render	
Ridge tiles and pointing sound		Copings, features secure	
Roof covering sound		Slip free no trip hazards	
Replacement slates to be exact match		Clean and tidy	
Matching guttering all sound		Bins available	
Front & Rear Elevation		External Decoration	
Pointing/ Render sound		Paint work	
Windows		Drainage	
Frames, locking handles, trickle vents, keys available		Drainage holes covered	
Sealed		External steps	
Double glazed units		Handrail/ guard	
Window Restrictors		Loft hatch	
Check any that can open fully		Secure no draught	
External Doors		Waste pipes	
Secure with multi-locking points		Boxed in	
Letter box and house no.		Floor boards & wood work	
Door frames, no gaps		Secure and even	
Weather bar		Free from rot	
Security Grills		Vestibule	
Must allow escape from fire		Safety glass	
		Heating	
		Heating to 21°C all rooms	
		A-rated boiler	
		Heating cont...	
		7-day thermostat	
		TRVs on rads	
		Hot water cylinder	
		Boxed in pipes	
		Lighting	
		Habitable rooms openable window	
		No shared windows	
		Artificial lights to all rooms	
		Artificial lights to stairs top and bottom controls	
		Internal Doors	
		All open and close	
		Snag free and fit frames	
		Bathroom lock	
		Safety glass	
		Kitchen	
		Appropriate safe design	
		Window openable	
		Extraction vent	
		Sink size, hot & cold water	
		- Double base unit under - Single base unit - Double wall unit - One drawer minimum 1.5m work surface - Cooker space - Fridge freezer - Washing machine	
		Tiled splash guard 300mm min.	
		Floor covering	
		Internal Stairs	
		Handrails 900-1000mm	
		Bathroom	
		Toilet working with seat	
		Hand basin, hot & cold	
		Shower/ Bath, hot & cold	
		Bathroom cont...	
		Splash guard min. 300mm	
		Floor covering	
		Extractor fan	
		Lighting IEE Wiring Regs	
		Electrical Hazards	
		Light and sockets sound	
		Electric Cert.	
		2 dbl sockets each room	
		Meters covered	
		PAT test for provided apps	
		Gas Appliances	
		Gas Safety Cert.	
		Meters covered	
		Carbon Monoxide detector	
		Basements	
		Handrails	
		Lighting	
		Ventilation	
		Fire	
		Smoke detectors, wire linked	
		Fire doors, protected route out	
		Heat detector open plan kitchen	
		Attic Bedrooms	
		Door	
		Smoke detection	
		Middle Bedrooms	
		Window size, open & close	
		Internal Decoration	
		Decorated	
		Floor coverings	
		Asbestos	
		Lead	
		Infestations	

Fig 5. Example of Property Condition Report Sheet (HAD Property Group, 2021)

- 4.3 Details of domestic waste collection will be communicated to the tenants and notices on collection arrangements should be placed in appropriate communal areas. Contact details for the management company will also be provided to the residents and neighbours in case of emergencies and to report damage and repairs needed.

5. CRIME PREVENTION INCLUDING ANTI-SOCIAL BEHAVIOUR, THEFT AND CRIMINAL DAMAGE

- 5.1 All main entrances and individual bedroom doors will be lockable. The main entrance door will be accessible by all tenants of the building and bedroom doors will be accessible only by the respective occupant. The shared access doors will work on an electric fob system, with all doors and windows installed to "Secured by Design" Silver standard as a minimum.
- 5.2 All windows must have locks and be securable by the occupant to deter theft and intrusion into the building. All external storage including bike stores will be lockable and positioned in a place of acceptable visibility to deter breaks in and damage. There will also be no climbing aids on the property to further deter any break-ins.
- 5.3 The procedures regarding the issuing of keys/access cards [including the replacement of lost keys] will be clear and transparent and arrangements for access in the event of lost keys etc will be set out by the property management team/landlord.
- 5.4 Any CCTV installed on the site will be done so in accordance to the relevant legislation.
- 5.6 Outdoor PIR security lighting will be strategically positioned around the property to illuminate areas such as the entrances, parking spaces, garden and outdoor storage. The lighting will be triggered by movement to deter intruders.
- 5.7 A code of behaviour will be set out for all tenants defining the conduct all residents should adhere to regarding fellow tenants, visitors, management teams, and neighbours.

6. EMERGENCIES

- 6.1 Occupants will be given clear advice and information on what action is to be taken in the event of an emergency e.g. how to access first aid provision, relevant contact details and mechanisms for reporting incidents and raising health and safety issues. The Property Management Company will also be able to assist in helping the tenants to resolve any issues they are responsible for such as checking the heating and radiators, keeping appliances safe and clean, ensuring only CE and BS compliant products are used.

7. PARKING

- 7.1 Residents will be advised of any car parking arrangements prior to the initiation of their tenancy. The information provided will also refer to the availability of bicycle and motorcycle parking. Car parking on the site is currently available on the drive with many more spaces on Hall Road. The property also has a garage currently used for storage which could be an option for an additional parking space should the tenants require it.
- 7.2 Residents will be provided with details of access to public transport and any designated safe walking, cycling routes to encourage more sustainable travel and reduce reliance on personal motorised vehicles.

8. CONCLUSION

With the mentioned policies and proposed measures, it is assured that the potential issues that could arise from the proposed HMO conversion can be suitably managed as much as is practical. The security measures proposed should give reassurance to the occupants and the neighbours that the safety of the area will not suffer as a result of the proposal. The information that will be provided to the tenants along with signed anti-social behaviour policies should ensure that the tenants' presence will not have a detrimental effect on the neighbourhood, especially regarding issues relating to noise and nuisance. The maximum occupation of up to five people will also be comparable to a typical number of people that would inhabit the existing 3-bedroomed C3 dwelling.

APPENDIX 1

Example of tenancy agreement, anti-social behaviour policy and repairs reporting procedure.



AGREEMENT dated the _____

Landlord/Agent: HAD Property Group Ltd of _____

Tenant: _____ of _____

Property: The house [and garden] at:- _____

Term: A term of 6 months from _____

Rent: £_____ per calendar month payable in advance on the _____ day of every month ("**Due Date**") during the term of the tenancy

1. LETTING

- 1.1 The Landlord lets and the Tenant takes the Property for the Term at the Rent.
- 1.2 It is a condition of the tenancy that all adult occupiers of the Property maintain a "right to rent" as defined by the Immigration Act 2014 at all times during the Term.

2. INTERPRETATION

- 2.1 Any obligation on the Tenant in this Agreement not to do an act or thing includes an obligation not to permit or suffer another person to do such act or thing.
- 2.2 Whenever there is more than one person comprising the Landlord or the Tenant their obligations may be enforced against all of them jointly and against each of them individually.
- 2.3 The Landlord and Tenant do not intend that this Agreement should be enforceable by any person solely by virtue of the Contracts (Rights of Third Parties) Act 1999.
- 2.4 An obligation in this Agreement to pay money includes an obligation to pay Value Added Tax in respect of that payment.

3. THE DEPOSIT

- 3.1 The Tenant must pay a deposit of £_____ ("**Deposit**") to the Landlord or the Landlord's agent on the signing of this Agreement.
- 3.2 The Deposit is a "tenancy deposit" as defined in section 213(8) of the Housing Act 2004. The Landlord must deal with the Deposit in accordance with an authorised scheme under section 213(1) of that Act.
- 3.3 The Deposit is paid as security for the performance of the Tenant's obligations in this Agreement. The Landlord may use the Deposit to compensate himself

- for the reasonable costs of any breach by the Tenant of those obligations.
- 3.4 The Deposit is to be held by the Deposit Protection Service.
- 3.5 The Landlord has provided or will provide within 30 days of the Deposit being received the information required under section 213(5) of the Housing Act 2004 as set out in the Housing (Tenancy Deposits) (Prescribed Information) Order 2007 (SI 2007/797).
- 3.6 The Landlord and Tenant agree that interest (if any) accrued on the Deposit shall be paid to the Landlord.
- 3.7 The Landlord shall notify the Tenant within 10 working days of the tenancy ending if the Landlord intends to withhold all or part of the Deposit.
- 3.8 The Landlord shall inform the administrator of the tenancy deposit scheme within 20 working days of the end of the tenancy either that the Deposit is to be repaid in the sum agreed between the Landlord and Tenant or that the parties are in dispute as to the amount to be repaid.

4. THE TENANT'S COVENANTS

The Tenant agrees with the Landlord:

4.1 Rent, Council Tax and utilities

- 4.1.1 To pay the Rent in advance on the Due Date without deduction or set off and by the method specified to the Tenant in writing by the Landlord.
- 4.1.2 To pay all Council Tax and to indemnify the Landlord in respect of any Council Tax which (during the tenancy) the Landlord becomes obliged to pay because the Tenant ceases to live at the Property.
- 4.1.3 To pay to the relevant authorities all charges in relation to the supply of electricity gas or water (including sewerage) services to the Property during the tenancy and to pay all charges for the use of any telephone and cable services at the Property during the tenancy. Where necessary the sums demanded by the service provider will be apportioned according to the duration of the tenancy. The sums covered by this sub-clause include standing charges or other similar charges and Value Added Tax as well as any charges which may be made for actual consumption.
- 4.1.4 Not to change any of the service providers or metering equipment without the written consent of the Landlord.
- 4.1.5 Not to change the telephone number(s) allocated to the Property at the date of this Agreement.
- 4.1.6 To pay the television licence fee in respect of any television set at the Property.
- 4.1.7 If the Tenant has hired any television receiver video equipment cable equipment or similar to arrange for its return to the hirer at the end of the tenancy.

4.2 Repair and maintenance of the Property

- 4.2.1 To use the Property in a reasonable and careful manner and not allow it to deteriorate and to keep the interior of the Property in good and clean condition.

- 4.2.2 To make good all damage caused to the Property (including the Landlord's fixtures and fittings) or to any other property owned by the Landlord through:
- a) any breach of the obligations set out in this Agreement;
 - b) any improper use by or negligence of the Tenant or any person at the Property with the Tenant's permission.
- 4.2.3 Subject to the Landlord's obligations in clause 7 to ensure that all taps baths wash basins WCs cisterns domestic water heaters and internal pipes together with drains gullies downpipes and gutters in or connected with the Property are kept clean and open and not to damage or obstruct the pipes wires conduit fittings or appliances within or exclusively serving the Property.
- 4.2.4 To keep the Property heated to a reasonable level during the winter months to prevent damage to the Property or the water pipes drains tanks and other plumbing apparatus by cold weather.
- 4.2.5 To test all smoke and carbon monoxide alarms at the Property every month, to change the batteries in each alarm when necessary and to report any faults or problems with the alarms to the Landlord as soon as possible.
- 4.2.6 To replace all light bulbs batteries and electrical fuses which become defective.
- 4.2.7 To give the Landlord written notice of any damage destruction loss or happening to the Property howsoever caused as soon as it comes to the attention of the Tenant.
- 4.2.8 If the Landlord gives to the Tenant written notice of any failure to carry out any repairs which are the obligation of the Tenant under this Agreement to carry out such repairs within a reasonable period of receiving such notice or immediately in the case of an emergency failing which the Landlord or his agents and workmen shall be entitled to enter the Property to perform the said works the cost of which will be paid by the Tenant to the Landlord upon demand.
- 4.2.9 To have all carpets professionally cleaned at least once in every twelve months throughout the tenancy and at the end of the tenancy.
- 4.2.10 To give notice to the Landlord or proper sanitary authority if disinfection or fumigation is required in consequence of the occurrence of any infectious or contagious illness or infestation of rats mice fleas insects and the like on the Property and (if the problem has been caused by the Tenant his family or visitors) to bear the cost of any remedial action taken and further to pay for the cost of redecoration when necessary and replace or pay for the replacement of any articles which require to be destroyed on account of such infection infestation or contagion.
- 4.2.11 To clean the windows at least every 3 months and at the end of the tenancy and to replace any damaged or broken glass as soon as possible where the Tenant his family or visitors have caused the damage or breakage.
- 4.2.12 To place all refuse in a proper receptacle and to ensure that rubbish is regularly collected by or on behalf of the local authority.

4.2.13 To maintain the garden and keep it free from weeds and litter and not to make any alteration to the layout of the garden or to the composition of trees shrubs plants or turf.

4.3 Access for Landlord

4.3.1 To allow the Landlord and/or his agent or anyone with Landlord's written authority together with any workmen and necessary appliances to enter the Property at reasonable times of the day to inspect its condition and state of repair and to carry out any necessary repairs provided that the Landlord has given reasonable notice (with regard to the work to be undertaken) beforehand and not to interfere with or obstruct any such persons.

4.3.2 In cases of emergency to allow the Landlord or anyone with the Landlord's authority to enter the Property at any time and without notice.

4.3.3 During the last 60 days of the tenancy to allow the Landlord and/or his agent to enter and view the Property with prospective tenants or occupiers at reasonable times of the day and subject to reasonable notice (usually 24 hours).

4.3.4 To allow the Landlord and/or his agent access to inspect the Property by prior arrangement at quarterly intervals throughout the tenancy and in the final month of the tenancy.

4.4 Use of the Property

4.4.1 To use the Property as a private home only and not to carry on any profession trade or business at the Property.

4.4.2 Not to do anything on the Property which may be a nuisance to or cause damage or annoyance to the Landlord or the tenants or occupiers of any adjoining property.

4.4.3 Not to use the Property for any illegal or immoral purposes.

4.4.4 Not to use the Property in a way which contravenes a restriction affecting the Landlord's freehold (or superior leasehold) title which the Landlord has brought to the Tenant's attention.

4.4.5 Not to cause or permit any dangerous or inflammable substance to collect in or on the Property apart from those needed for general domestic use.

4.4.6 Not to display any notice or advertisement that is visible from outside the Property.

4.4.7 Not to keep on the Property any animal or bird or domestic pet without first obtaining the Landlord's written consent.

4.4.8 Not to leave the Property unoccupied for more than 21 consecutive days without giving notice to the Landlord.

4.4.9 Not to smoke at the Property.

4.4.10 To comply with any planning conditions affecting the Property which the Landlord has brought to the Tenant's attention.

4.4.11 Not to apply for planning permission in respect of the Property.

4.4.12 Not to assign or sublet the Property or any part of the Property and not to part with possession or share occupation of the Property or any part of it.

- 4.4.13 Not to permit any person to occupy the Property as a lodger.
- 4.4.14 To carry out any checks required to satisfy the “right to rent” requirements under the Immigration Act 2014 in relation to any sub-letting or licence the Tenant grants, whether authorised by the Landlord or not.
- 4.4.15 Not to do any act or thing which may make void or voidable any policy of insurance on the Property (details of which policy have been provided to the Tenant) or which may cause an increased premium to be payable and to repay to the Landlord on demand all sums from time to time paid by way of increased premiums and all expenses incurred by the Landlord in relation to any renewal of such policy made necessary by a breach of this sub-clause.
- 4.4.16 Not to make or have made any duplicate keys to the Property nor to replace or add any new locks to the Property without the previous written consent of the Landlord (except in emergency) and the Tenant undertakes that one full set of keys to the new locks shall at the Tenant’s expense be provided to the Landlord or the Landlord’s agent.
- 4.4.17 Not to alter add to or interfere with the appearance structure exterior or interior of the Property or the arrangement of the fixtures belonging to the Landlord.
- 4.4.18 Not to alter injure or affix anything to the walls or damage the floors wiring pipes or drains of the Property and not to alter or extend any electrical wiring plumbing or gas installation on the Property.
- 4.4.19 Not to erect or place in or affix to the Property any satellite dish or television aerial without the prior consent in writing of the Landlord.

4.5 **Notices and legal matters**

- 4.5.1 Within 7 days of receipt of any notice direction or order affecting or being likely to affect the Property to deliver such a copy of such notice to the Landlord and not to do anything as a result of the notice direction or order unless reasonably required to do so by the Landlord.
- 4.5.2 To forward to the Landlord within 7 days of receipt any post or other items delivered to the Property addressed to him.
- 4.5.3 Promptly on request by the Landlord to comply with such checks and provide such documents as are reasonably required by the Landlord certifying the “right to rent” of all adult occupiers of the Property.
- 4.5.4 Where any adult occupier of the Property has a time-limited “right to rent” to provide to the Landlord such proof of their continued “right to rent” as is reasonably required by the Landlord from time to time.
- 4.5.5 To notify the Landlord promptly if the immigration status of any adult occupier of the Property changes such that the “right to rent” is lost.

4.6 **End of the tenancy**

- 4.6.1 At the end of the tenancy to remove the Tenant’s belongings from the Property and leave the Property clean and tidy so that the Property is ready for immediate re-occupation.
- 4.6.2 To hand over to the Landlord or the Landlord’s agent on the last day of the tenancy all keys to the Property and if the Tenant fails to comply with this sub-clause the Landlord shall have the right to change all security locks to the Property at the Tenant’s expense.

4.6.3 If the Tenant's belongings or any items belonging to members of the Tenant's household shall not have been removed from the Property at the end of the tenancy:

- a) if the remaining items prevent the Landlord from re-letting the Property to pay the Landlord damages at the rate equal to the rent then payable for the Property until the Tenant shall have removed all such items; and
- b) if the Tenant fails to remove the goods in a reasonable time the Landlord will be entitled to remove the goods and the Tenant agrees to indemnify the Landlord for all reasonable expenses incurred in the removal and/or storage or disposal of the goods.

4.7 **Landlord's costs**

4.7.1 To indemnify the Landlord against all reasonable costs and expenses arising from any breach of this Agreement by the Tenant.

4.7.2 To indemnify the Landlord in respect of all reasonable costs incurred by the Landlord in enforcing the terms of this Agreement against the Tenant.

4.7.3 To pay all reasonable expenses incurred by the Landlord in preparing and serving:

- a) any notice under section 146 of the Law of Property Act 1925 even if forfeiture is avoided without a court order;
- b) a schedule of dilapidations recording the Tenant's default as regards the state of the property at the end of the tenancy.

5. **LATE PAYMENT OF RENT**

If any Rent shall without prior agreement be in arrears for 7 days after the same shall have become due (whether formally demanded or not) interest at 2% above the base rate of Barclays Bank plc shall be payable by the Tenant.

6. **FORFEITURE**

If the Rent is at least 21 days overdue (whether formally demanded or not) or if there has been a substantial breach of any of the Tenant's obligations in this Agreement the Landlord may forfeit the tenancy (i.e. bring it to an end) and recover possession of the Property. The other rights and remedies of the Landlord will remain in force.

(Note: This clause does not affect any rights of the Tenant under the Protection from Eviction Act 1977. The Landlord cannot enter the Property or evict a Tenant without a court having first made an order for possession).

The Landlord can only remove the Tenant from the Property by giving the Tenant notice in writing of his intention to seek a possession order (even after the Term of this Agreement has expired) and by obtaining a court order. The court will only order the Tenant to leave the Property before the expiry of the Term if one of the following reasons is proved (being grounds set out in Schedule 2 to the Housing Act 1988):

Ground 8: that both at the date of service of notice of the landlord's intention to commence proceedings for possession and at the time of the court hearing there is (a) at least eight weeks' rent unpaid where rent is payable weekly or fortnightly, (b) at least two months' rent unpaid if rent is payable monthly, (c) at least one quarter's rent more than three months in arrears if rent is payable quarterly or (d) at least three months' rent more than three months in arrears if rent is payable yearly.

Ground 10: that there is some rent outstanding both at the date of service of notice of the landlord's intention to commence proceedings and on the date on which proceedings are begun.

Ground 11: that the tenant has persistently delayed paying rent.

Ground 12: that any obligation of the tenancy has been broken or not performed.

Ground 13: that the condition of the property or the common parts has deteriorated because of the behaviour of the tenant or any other person living there.

Ground 14: that the tenant or someone living at or visiting the property (a) has been guilty of conduct which is or is likely to cause a nuisance or annoyance to neighbours or (b) has been convicted of using the property or allowing it to be used for immoral or illegal purposes or has committed an arrestable offence in, or in the locality of, the property.

Ground 15: that the condition of any furniture has deteriorated because it has been ill-treated by the tenant or someone living at the property.

Ground 17: that the landlord was induced to grant the tenancy by a false statement made knowingly or recklessly by either the tenant or a person acting at the tenant's instigation.

7. THE LANDLORD'S OBLIGATIONS

The Landlord agrees with the Tenant:

- 7.1 That the Tenant may quietly possess and enjoy the Property during the tenancy without any interruption from the Landlord or any person claiming under or in trust for the Landlord.
- 7.2 To return to the Tenant any Rent payable for any period during which the Property has been made uninhabitable provided that the Property has not been made uninhabitable by the wilful destruction or negligence of the Tenant.
- 7.3 To repair the structure and exterior of the Property including drains gutters and external pipes.
- 7.4 To repair and maintain in working order the apparatus in the Property for the supply of water gas and electricity and all sanitary apparatus and the central heating and hot water systems.
- 7.5 To comply with the Landlord's obligations in The Smoke and Carbon Monoxide Alarm (England) Regulations 2015 relating to the provision and testing of smoke and carbon monoxide alarms.
- 7.6 That the Tenant is not required to repair damage to the Property where the Landlord can claim the cost of repairs under any insurance policy maintained by the Landlord provided that this exception will not apply if the Landlord cannot obtain the insurance proceeds because of the Tenant's acts or default or those of the Tenant's family or visitors.

8. TERMINATION

- 8.1 The Landlord may give not less than 2 months prior written notice at any time to end this Agreement provided that such notice must expire on the last day of a rental period and must not expire sooner than 6 months from the start of the tenancy.
- 8.2 The Tenant may give not less than 2 months prior written notice at any time to end this Agreement provided that such notice must expire on the last day of a rental period and must not expire sooner than 6 months from the start of the tenancy.

9. **NOTICES**

9.1 Under section 48 of the Landlord and Tenant Act 1987 the Tenant is hereby notified that notices (including notices in proceedings) must be served on the Landlord/agent by the Tenant at the following address:-

9.2 If the Tenant serves a notice on the Landlord he must also send a copy to the Landlord's agent at the following address:

9.3 The Landlord must serve any notice on the Tenant at the Property.

10. **JURISDICTION**

This Agreement shall be governed by the law of England and Wales.

SIGNED by

For and behalf of HAD Property Group Ltd

Date:

SIGNED by all parties:

Tenant(s) *[Print Names]* _____

Date: _____

Anti Social Behaviour Policy

1. Introduction

This Anti Social Behaviour policy is written for HAD Property Group Ltd (the “Agent”) who are responsible for the behaviour of every person (including children) living in or visiting your home including surrounding land, in communal areas (stairs, lifts, landings, entrance halls, paving, shared gardens, parking areas) and in the locality of your home.

1.2

You (or anyone living with you, or visiting your home) must not cause a nuisance, annoyance or disturbance to any other person. Examples of nuisance, annoyance or disturbance include: loud music; arguing and door slamming; dog barking and fouling; offensive drunkenness; selling drugs or drug abuse; fly tipping; playing ball games close to someone else's home.

1.3

You (or anyone living with you, or visiting your home) must not harass any other person in the locality of your home or surrounding area. Examples of harassment include: racist behaviour or language; using or threatening to use violence; using abusive or insulting words or behaviour; damaging or threatening to damage another person's home or possessions; writing threatening, abusive or insulting graffiti; doing anything that interferes with the peace, comfort or convenience of others.

1.4

You (or anyone living with you, or visiting your home) must not use your home or any communal area for any illegal activity such as selling drugs.

1.5

You (or anyone living with you, or visiting your home) must not damage, deface, or put graffiti on property belonging to the landlord. You will have to pay for any repair or replacement. The costs may be charged on top of your rent.

1.6

You (or anyone living with you, or visiting your home) must not interfere with security and fire safety equipment in communal block. Doors should not be jammed open and strangers should not be let in without identification.

1.7

You must co-operate with the council and your neighbours to keep any communal areas clean, tidy and clear of obstruction, including rear alleyways.

1.8

You (or anyone living with you) must not run a business from your home without the landlords' permission in writing. We will not normally refuse permission unless the business would cause a nuisance or might damage the property.

1.9

You (or anyone living with you, or visiting your home) must not park a vehicle anywhere on your property except on 'hard standing' (a driveway or paved area intended for parking). Caravans or motor homes must not be parked on the garden, driveway or paved area around your home or on any communal parking areas without the landlord's agreement in writing. You (or anyone living with you, or visiting your home) must not park anywhere that would obstruct emergency services.

1.10

You (or anyone living with you, or visiting your home) must not carry out major car repairs on the land around your home or on the road.

1.11

You (or anyone living with you) must not put up structures such as sheds, garages or pigeon lofts anywhere on your property without the landlords' agreement in writing.

1.12

You must make sure your garden is tidy. Lawns must be cut and hedges trimmed.

1.13

You (or anyone living with you, or visiting your home) must not keep or use bottled gas, paraffin, petrol or any other dangerous material in your home or in communal areas.

The landlord and his nominated managing agent HAD Property Group recognise the importance of tackling antisocial behaviour in order to ensure that communities are safe and that areas do not decline because of a failure to act.

The landlord and HAD Property Group have the facilities to receive and respond to initial complaints about their tenants' behaviour.

The landlord and HAD Property Group are required to undertake an incremental process of investigation of any complaints, which have been made either directly to them, or via the council, regarding their tenants. This process of investigation may involve one or more of the following. Appropriate response to a complaint from a member of the community, neighbour or another person, regarding the conduct of the tenant and/or the behaviour of their children or visitors. Sending of appropriate and proportionate warning letter(s). Conducting a tenancy warning interview. Attendance at a case conference or any other appropriate multi agency meeting arranged by the council or other relevant agency.

Engagement with the council, the police or any other agency involved in the case. This may involve providing supporting information or evidence where an appropriate authority seeks a legal remedy to the antisocial behaviour such as an Anti Social Behaviour Order. Serving of a relevant notice to seek possession where all other interventions have failed and that all parties agree that this would be the most appropriate course of action

Declaration

I declare that I have read/had read to me the terms and responsibilities in this policy and that I understand and agree to adhere to these terms and responsibilities.

Agents Name: Had Property Group Ltd

Landlord Name:

Date: 02/09/2020

**Tenant
Signature:**

Print Name:

Repairs Reporting Procedure

1. Introduction

- 1.1 This Repairs Reporting Procedure is written for HAD Property (the “Agent”) and applies to all residential properties managed by the agent.
- 1.2 The Agent recognises and accepts its responsibilities to all its tenants under the Health and Safety at Work etc. Act 1974, the Housing Act 2004, Landlord and tenant act 1985 and the Selective Licensing Scheme.
- 1.3 The property will be thoroughly inspected prior to any tenancy taking place with a full condition report to ensure any required repairs are done prior to the commencement of a new tenancy agreement.
- 1.4 This procedure will form part of the tenancy agreement and will be signed by both parties to form such an agreement.

2. General Principles

The Agent will ensure that:

- 2.1 at the beginning of any tenancy the tenant is made aware of the reporting procedure and signs to confirm this has been read and understood.
- 2.2 all repairs are reported to the office this can be by way of in person, telephone, message, email or letter.
- 2.3 repairs must be reported as soon as they arise or are noticed this to prevent the issue getting worse and increasing in severity.
- 2.4 we will carry out repairs within a reasonable period of time once the problem has been reported.
- 2.5 emergency repairs such as a leak or broken boiler we will aim to carry out within a 24 hour period.

3. Appointments

The tenant will ensure that:

- 3.1 All emergency appointments for repairs will require same day or next day access were possible it is the tenants responsibility to allow us/our contractor such access.
- 3.2 The tenant is to be informed as soon a reasonably possible of a contractor visit.
- 3.3 If the tenant does not allow the contractor access once the appointment has

been agreed by both parties, this will be classed as an abortive visit and the tenant will be recharge for the cost of the abortive visit.

- 3.4 Work inspections will be carried out to ensure the repair has been carried out to a satisfactory standard and records will be taken to confirm this.

Agents Name: Had Property Group

**Landlord
Name:**

Date:

Signature: