

**Head Office and All Services:**

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Ms Lisa Greenan  
62 Loaninghill Road  
Uphall  
West Lothian  
EH52 5SU

6th February 2015  
Ref: P3144

Dear Ms Greenan

**MANAGED PROPERTY: 62 Loaninghill Road Uphall West Lothian EH52 5SU**

Thank you for choosing Letting Solutions to find your new rented home. We hope that you have been happy with the service that we have provided so far. Please note that all written communication to you will be done via email. We would ask that you check your email account that has been supplied to Letting Solutions regularly as we will advise you of inspections, repairs etc using that method.

1. The property is being managed by Letting Solutions Ltd and our aim is to make your stay pleasant and trouble free. However to achieve this we do need your co-operation and this letter sets out the issues where we require your agreement.
2. The issues of particular importance to avoid misunderstanding are as follows.
3. **RENT** All rent payments must be made by Direct Debit through a mandate to Letting Solutions which should be completed at the time of signing this document. A late payment administration fee of £100 plus VAT is payable by the tenant for every occasion on which rent is late unless this was the result of a banking error or otherwise was not the responsibility of the tenant. Rent not paid within 10 days of the due date will result in a notice to quit the property being issued, for which the charge will be £70 plus VAT. If it is necessary to visit the property in connection with rent arrears, an administration fee of £100 plus VAT will be made for each visit. Extensive work in dealing with rent arrears ( eg the cost of securing legal advice, taking instructions from the landlord, correspondence with collection agencies) will be charged to the tenant on a timed basis - £55 per hour - at the discretion of Letting Solutions.
4. **INSURANCE COVER** Tenants contents insurance, including accidental and malicious damage cover, with at least £2500 of cover must be taken out by the tenant (s) and be in place before entry to the property. Tenants contents insurance is available from Letting Solutions if tenant's do not have suitable cover in place. Tenants are expected to provide evidence to Letting Solutions of any tenants contents insurance arranged separately, and the adequacy of the cover will be determined solely by Letting Solutions. If you have chosen Letting Solutions insurance cover this will automatically be renewed on the renewal date, and an invoice will be sent to you. Payment for this can be made by debit or credit card.
5. **MINUTE OF AGREEMENT/ LEASE** You have signed a 6-month short assured tenancy. If you wish to leave the property at the end of the 6-month period, you must notify Letting Solutions in writing by the

end of the **FOURTH MONTH** i.e. giving 2 full month's written notice. If you wish to stay on in the property beyond the 6-month period, you should also inform us by the end of month four. Assuming the landlord and Letting Solutions agree to the extension of the tenancy, you will be required to sign another lease. If your notice period exceeds the end of the tenancy agreement, a further lease must be signed to cover this period. *An administration fee of £50 plus VAT will be payable for the renewal of the lease to cover administration costs, including references and rent checks.* The tenant is responsible for any Stamp Duty payable on the lease for this property.

6. **INVENTORY** An inventory for the property, incorporating a schedule of condition has been prepared and this allows the tenant, the landlord and Letting Solutions to agree the true condition and contents of the property at the date of entry by the tenant. This document is used for checking the condition of the property and assessment of any damages at the termination of the tenancy, and it is very important that you check it carefully. In this way, only damages which relate to your occupation of the property are reflected in the decision on the return of the deposit. You should read the inventory carefully and if you are content, sign and return to Letting Solutions within 7 working days of the date of entry. If you have any amendments to the inventory, you should insert them in ink on the copy being sent to Letting Solutions, initialling alongside. Letting Solutions will contact you to discuss amendments as necessary. **If the inventory is not returned signed within 7 working days we will assume that you accept the inventory as prepared, but we recommend that you ensure that the inventory is returned signed even if you agree in full.** A copy of the signed inventory, with your amendments, if agreed, will be provided for your records by Letting Solutions. As tenant you must agree to use the property and the items listed on the inventory carefully and responsibly and protect them from deterioration or damage, doing any necessary reasonable minor repairs. If you require any advice on the various systems and installations (e.g. central heating, washing machine), please call our office where one of our staff will be happy to assist you.
7. **UTILITY CHANGEOVERS** We supply a service to your landlord which includes the changeover of tenants for Gas / Electric and Council Tax. We will ask you to set up a direct debit to pay your gas and electricity to our preferred energy supplier SPARK ENERGY. You are not permitted to change the supplier from SPARK to another supplier.
8. **TEETHING PROBLEMS** Should you have any teething problems with the property, which are sometimes unavoidable when moving home, you should prepare a "snagging list" in writing and ensure that it reaches our office within 7 days of entry. This will allow us to pass this information on to your landlord so that we can either note the issues on the inventory, or arrange for any repairs to be carried out as necessary. Please allow 1 month for all repairs on the snagging list to be complete, as we may have to arrange a suitable appointment with our tradesmen, although it may be possible to complete the repairs sooner than that. Rest assured that we will endeavour to ensure that all your needs are met as quickly as possible.
9. In the case of a new building still under builders' guarantee it is important to appreciate that Letting Solutions and the landlord will be entirely dependent on action by the builder, although we will try to hasten the process as much as possible.

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**SMOKING IN THE PROPERTY** Your lease will tell you if smoking is permitted within the property. In most cases it is not. If you smoke in a non smoking property, Letting Solutions will arrange for the whole property to be painted and all carpets, mattresses and soft furnishing professionally cleaned. All of these costs will be charged to the tenant.

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10. **REPAIRS** As a leaseholder you should report immediately to Letting Solutions any significant damage or defect in the property or its contents in writing unless of course the problems are an emergency. All calls relating to repairs, other than emergency repairs, will be dealt with as soon as possible, but you should allow 3 working days for an appointment to be booked with our tradesmen, and a further 7 days for the work to be completed. Letting Solutions will give 24 hours notice of our intention to carry out repairs. Security keys will be supplied to tradesmen for access unless alternative arrangements are made. To allow the repair to be carried out, it is the tenant's responsibility to be present for the repair, or to arrange for

someone else to be there. If this is not possible, we can on request arrange for one of the Letting Solutions' team to be present at a cost of £35 per hour.

11. **EMERGENCIES** We offer a seven day, 24 hour emergency service for *genuine emergencies*. An emergency would include any leak of water or gas however minor; fire risk; any electrical problem; or any other problem posing a threat to life or limb or the property. Any water leak however minor should if possible be dealt with by the tenant immediately and steps taken to stop or contain the leak until the emergency contractor arrives by shutting off the mains tap and draining the plumbing and central heating systems (contact our Property Care Department if you need advice on this). Security keys will be used to secure immediate access in emergencies. Tradesmen will not always be available to affect a full repair during the evenings or over the weekend periods, and the main objective outwith normal working hours will be to contain and make safe any problem. We will use security keys to gain access if necessary in emergencies. On entry to the property it is the tenant's responsibility to familiarize yourself with the location of the water stopcock, fire exits etc. Where a property is covered by a maintenance plan, it is the responsibility of the tenant to contact the service provider and make the necessary arrangements for the call out and associated work to be undertaken. If the tenant calls out Letting Solutions rather than the service provider in these circumstances, the tenant will be liable for any costs incurred. The tenant should however contact Letting Solutions to make us aware of the position.
12. Non-emergency calls will be dealt with during normal working hours; tenants should call the office between 9am and 5pm, Monday to Friday.
13. **CLEANING AND TIDYING** Properties and their furnishings, equipment and gardens should be kept clean and tidy at all times. Attention should be given to cleaning woodwork (doors and skirting), light switches, below furnishings etc. Any condensation occurring should be wiped off regularly as it can have an adverse effect on window frames, woodwork and carpets. The windows of the property should be cleaned at least once every 6 weeks, and in the last week of the tenancy. If you are unable to clean the windows yourself a professional window cleaner should be engaged. Insured and reputable professional cleaners should clean carpets if they have become soiled. Your lease requires that you keep any garden ground surrounding the tenancy in a good and tidy condition during the period of the lease, and again a gardener should be employed if you do not wish to do the work yourself. If you require the services of a cleaner, gardener, or window cleaner you should let us know and we will be happy to make arrangements with approved contractors at reasonable cost.
14. **PETS** Pets can only be permitted to stay in a property if written consent is given by Letting Solutions in relation to a specific pet - no general consent to keep pets will be given - and in some cases a higher deposit will be required in return for such consent. In those circumstances tenants are responsible for any damage. Carpets must be treated by professional cleaners for flees and proof supplied to Letting Solutions upon exit. If this is not done, we will arrange this and charge you costs plus payment of an administration fee.
15. **GAS AND ELECTRICAL SAFETY** Letting Solutions will ensure that the properties comply with the regulatory requirements relating to electrical and gas safety before you take occupation. This will involve new safety certificates being issued if the previous ones have expired, or renewed if due to expire during the tenancy following inspection at least once a year.
16. If we require access to the property during the tenancy to renew safety certificates you will be notified and given the opportunity to be present but we reserve the right to use security keys to allow the necessary safety work to be done if you are unable to be there. 2 weeks prior to the safety certificate expiry date, please call the office to make a suitable appointment for the tradesmen to gain access. If for any reason access to the property cannot be obtained, the tenant will be liable to pay the engineer's costs as well as an administration fee of £20. You will be given a copy of the safety certificates before you enter the property and a copy of any new safety certificate following an annual inspection within 28 days of the inspection *You are responsible for reporting any faults in all appliances to Letting Solutions.*
17. **SMOKE DETECTORS** Building regulations require that smoke detectors/alarms are installed in all new houses built since 1992. We recognise the contribution smoke detectors make to the safety of tenants and we require of landlords that that they are fitted on each floor of leased properties. It is important that

you regularly clean the detector and test it and replace batteries as required. If any faults occur, other than due to failed batteries, they should be reported to Letting Solutions. You must check this upon entry to the property.

18. **WINTER** Property is particularly vulnerable to damage during the winter months as a result of cold weather leading to burst pipes. Such damage to the building structure and furniture can be extensive during a relatively short space of time. During these months there should be adequate heating in the property at all times. This includes periods when the property is empty for any length of time and if the property has a loft space the hatch should be left open to allow the hot air to circulate and avoid frozen pipes. Where the property is to be left empty for an extended period it may be necessary to have the heating and plumbing system professionally drained. You should contact Letting Solutions if you are in any doubt on this and you should certainly notify us if you are planning to leave the property empty. If you are vacating the property between the months of October and March then the heating system should be left on a timer to come on between the hours of 4pm and 11pm Please ensure the loft or attic doors are left open when you vacate.
19. **MANAGEMENT INSPECTIONS** Management inspections will be carried out on the property every **THREE MONTHS**. These inspections will be carried out from Monday to Friday, between the hours of 9am and 5pm. *At no time will the property be inspected outside office hours.* You will be notified in advance of the date and time of the inspection. If you are unable to be there we will use our security keys to enter the property. Should you have any issues regarding the property you wish to raise, you should leave a written list on a visible area of the kitchen and we will deal with them as quickly as possible. A copy of the management inspection report will be issued to the landlord and tenant. Should circumstances arise where the Letting Solutions' Property Inspector is unable to secure access to the property as a result of actions by the tenant, including refusal of entry, the cost of the inspection of £40 is chargeable to the tenant. The cost of rectifying any damages found during the management inspection will be reflected in deductions from the deposit and an administration fee is payable at 20% on the costs of any work instructed. In exceptional circumstances the charge will be an hourly rate of £30 to cover the time required to deal with serious damage to property or contents.
20. **BREAKAGES** If any items are broken or damaged during the tenancy, they should be replaced with an item, which is identical, or as near identical as possible. Letting Solutions can advise on this as necessary.
21. **TERMINATION OF THE TENANCY** You should make an exit appointment with Letting Solutions when you would like to agree an exit date, and appointment time. The appointment time will relate to a final inspection of the property which will be carried out at the end of the tenancy. **You will be required to be present at this final inspection. A member of staff from Letting Solutions will meet you at the property at the agreed time to collect your keys and your vacating documents i.e. written confirmation that all your utilities have been paid, proof of general cleaning and carpet cleaning, your forwarding address and contact details and bank details for distribution of your deposit.** During the last 6 weeks of the tenancy, the tenant is required to allow Letting Solutions to erect – in a prominent spot visible from the outside – a notice or board saying that the property is for let or sale. The key issues to be considered when terminating the tenancy are that (a) the property should be returned to the condition that it was in at the beginning of the tenancy less an allowance for reasonable wear and tear from when you take entry and (b) the tenant will settle all rent and other liabilities due, including the cost of any damages. Part of the inspection process will involve checking off all the items listed on the inventory. Please ensure that all items of furnishings are left in the room they were originally in when the tenancy began. This can be found in your inventory. In the event of early termination of the tenancy at the tenant's request, or any termination of the lease arising as a result of the tenant's breach of the obligations and responsibilities associated with the lease and the tenancy, the tenant will be responsible (without prejudice to the landlord's other rights and remedies in respect of any tenant's breach) for all fees and expenses incurred by the landlord in obtaining a new tenant including advertising expenses, the rent up to the date of commencement of a new tenancy, and the costs of the preparation of a new tenancy agreement. An early termination fee of £100 plus VAT is also payable in these cases to cover the costs of administration.
22. **All carpets must be professionally cleaned at the end of the tenancy and proof must be supplied upon exit.** All cleaning, including carpet cleaning, must be done as per exit instructions. Linen, downies,

pillows, curtains etc should be ironed and cleaned at exit whether or not they have been used during the tenancy. Beds should be made up with clean linen if supplied before you vacate the property. The property should also be thoroughly cleaned before exit. *If the property is not cleaned to the standard required by Letting Solutions, we will engage professional cleaners to do the job and the cost plus an administration fee will be a charge to the tenant.* All utility bills must be paid and finalised and proof of payment supplied to Letting Solutions to allow the tenancy accounts to be closed. Where damage caused by a tenant is the subject of an insurance claim, the claim must be submitted by the tenant and settled by the insurance company with work completed prior to the exit, or a charge equivalent to the rent on a daily basis will be due from the tenant until the work is complete.

23. Prior to exit tenants are required to have the property professionally cleaned and the following options are available for you to choose from. Please indicate your preference by circling the option of your choice below:

#### **CLEANING OF THE PROPERTY ON EXIT**

**OPTION 1.** I will instruct a professional cleaning company and will supply proof of this receipt at the EXIT INSPECTION or

**OPTION 2.** I agree Letting Solutions will instruct a professional cleaner two working days prior to the EXIT INSPECTION.

#### **CLEANING OF THE CARPETS ON EXIT**

**If you do not hand in receipts for carpet cleaning when you hand in your keys, we will automatically instruct carpet cleaning. This is in the interests of hygiene. Carpet cleaning is charged at approximately £30.00 per room of a standard size.**

**OPTION 1.** I will instruct a professional carpet cleaner and will supply proof of this receipt at the EXIT INSPECTION or

**OPTION 2.** I agree Letting Solutions will instruct a professional carpet cleaner 1 working days prior to EXIT INSPECTION.

24. When a date for exit from the property is available it is the tenant's responsibility to redirect mail 1 week prior to vacation, which will otherwise be returned to Royal Mail. No responsibility is accepted by Letting Solutions for mail delivered to the property after the vacation date. Mail will be returned to sender. Any items left behind by the tenant on vacating will be considered to be unwanted and be disposed of attracting an administration fee of £120. They will not be stored by Letting Solutions.
25. You will be given a statement of account if any deductions are required from the deposit to cover the cost of damages or dilapidations and any associated administration fees. We cannot allow you access to the property once you have vacated.
26. **KEYS** When the property is vacated it is vital that **ALL** keys and appropriate documentation are returned to the office by 12 noon on the date of vacation. This is not only important for security reasons; it also represents an important stage in the tenant legally terminating or renouncing the tenancy. If the keys are not returned on the day required, we reserve the right to change the locks and debit the resultant costs against the deposit account, or charge for the cost of cutting additional sets of keys. Rent will be charged on a daily basis until ALL keys are returned. If you lock yourself out of your property outwith office hours there will be a call out charge of £50 for a member of staff to attend the office to allow you to collect a set of keys - which will need to be returned promptly. A deposit of £25 must be left in our office until the spare set of keys has been returned.

- 27. DEPOSITS** Once you have returned the keys of the property and the check out has been completed, we can start the arrangements for the return the deposit. If damages or dilapidations are present at the end of the tenancy it will be necessary to obtain estimates for the work. If the deposit you have provided is insufficient for the purposes set out in the lease, for example meeting the cost of damages during the tenancy, the tenant is required to pay any further sums required with interest from the date of demand until paid. The Minute of Agreement/ lease governing the tenancy requires that the deposit shall be returned to the tenant “ as soon as possible” after the termination of the tenancy. However deposits will normally be returned to the tenant around 6 weeks after the exit.
- 28.** Provided the property is in good condition, there are no damages, and all bills are up to date, the deposit will be returned. If there are damages, the property requires to be cleaned, or the garden restored we will arrange the necessary work and deduct the cost from the deposit. Return of the deposit is subject to an administration charge of £35 where the retention of the deposit in favour of the landlord is £50 or less. Where the retention is between £51 and £100 the administration fee will be £50; between £101 and £200 the fee will be £70; between £201 and £300 the fee will be £100 and above that figure the fee will be £150. Letting Solutions reserve the right to charge additional fees on a time basis if damage is particularly serious. Before a deposit is returned we require proof of payment of the final service accounts. Should a dispute arise in relation to damages, repairs or outstanding bills the decision of Letting Solutions will be final. *Under no circumstances will the deposit be used as the last month's rent.* Tenants should note that the deposit is held by Letting Solutions Ltd as the landlord's agent and as such it is held to the order and instructions of the landlord. Although Letting Solutions will always aim to reach a conclusion on a deposit which is agreeable to the landlord and the tenant, the law requires that we pay the deposit to the landlord if he/she so requires. We can only repay to the tenant if the landlord allows that.
- 29. FEES CHARGEABLE TO TENANTS** Tenants should be able to go through the whole tenancy without incurring any additional fees if the tenancy is conducted properly. However in the case of circumstances involving breach of tenancy, or failure to comply with the requirements of this letter, the following fees are payable and will be payable by BACS or credit/debit card unless alternative arrangements for payment have been made. In the event of non payment, deductions from the deposit to cover costs will be made.

<i>ITEM</i>	<i>CHARGE</i>
Rent arrears	£100 for each separate occasion rent is late unless it can be demonstrated that it was not the fault of the tenant
Issue of notice to quit for non-payment of rent or other breach of tenancy	£70
Non-routine visit in connection with rent arrears	£100 per visit
Extensive work in dealing with rent arrears	£55 per hour
Cheques returned to the drawer	£25 per cheque
Cheques being re-presented	£5 per cheque
Access to property unavailable for safety checks	Engineer's costs plus £20 administration fee
Rectification of any damages during management inspection	Costs plus administration fee of 20% of the costs of any work instructed, or where serious damage to the property or contents is concerned, £30 per hour
Carpets not cleaned, or not cleaned to required standard upon exit	Costs of professional cleaning plus administration fee of £50.
Damaged items not replaced upon exit	Cost of replacement items plus administration fee of £50
Property not cleaned, or not cleaned to required standards, upon exit	Costs of professional contract cleaners at £20 per hour plus £50 administration fee
Early termination of tenancy or termination as a result of breach of tenancy	Landlord's costs plus administration fee of £100
Unwanted items left in property after property vacated	Administration charge of £120 for disposal

Keys not returned to Letting Solutions by 12 noon on date of vacating	Costs of replacement locks plus day's rent for each day overdue plus £50 administration fee
Hourly rate to cover the time required to deal with serious damage to property or contents, or other breaches in tenancy.	£55 per hour
Where work related to an insurance claim by tenant is not completed by the date of the exit from the property.	Charge equivalent to the rent on a daily basis until the work is completed.
Change of locks in the event of keys not being returned.	At cost plus Administration fee of 10%
Lost keys / Lock out	£50 call out charge + £25 deposit until keys are returned. If keys are not returned within 24 hours the deposit will be used to cut another set of keys.

*All fees subject to current rate of VAT*

We appreciate that this is a lengthy list of requirements, but can assure you that it is necessary to assist us to make your stay in your new rented property as pleasant and trouble-free as possible. We are always more than happy to assist with any enquires about this document, or about the care of the property, and the main contacts and direct phone numbers are attached:-

Yours sincerely

**area2@letting-solutions.o.uk**

*It is important that the tenant read and understands the terms of the lease agreement and this document; any terms not understood should be discussed with a member of staff before the agreement is signed.*

*I have read this document and append my signature and agree to comply with its contents.*

Signature of tenant 1 ..... *T. Greenan* ..... Date *6/8/2015*

Signature of tenant 2 ..... Date .....

Signature of tenant 3 ..... Date .....