



# **Head Tenancy Scheme**

## **Residential Guide 2009/10**

**Issued By:**

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## **INTRODUCTION**

This booklet explains the terms and conditions of the Student Tenancy used for head tenancy properties. The main points of the agreement are detailed below. Towards the end of the booklet is guidance and information, which should help once you take up your residency.

The dates of the student tenancy will run from 6<sup>th</sup> September 2009 to 10<sup>th</sup> July 2010.

If you intend to, or are living in a single room in head tenancy please note that when this document refers to 'group' it can be taken to also mean the individual in these cases.

If, after reading this booklet, you have any queries or points to raise, the Accommodation Service will be happy to discuss them with you. You are strongly advised to do this before applying for a property and committing yourself. I apologise for the length of this booklet but it contains vital information that you should read and understand before applying for a place on the Head Tenancy Scheme.

### **What is a Head Tenancy Property?**

Properties within the Head Tenancy Scheme are rented by the University from private individuals or companies. This means that the University acts as your landlord. Agreements are made on a year-to-year basis, and you should note that the granting of a Student Tenancy does not give you any security of tenure or right to buy the property. By accepting a place in a head tenancy property, you are accepting, and are subject to, the University Disciplinary Procedures. The scheme is self-financing, as rent has to be paid to owners for properties. For this reason the terms of the contract are strictly adhered to and no exceptions are allowed.

Each student must sign a completed application, provide 1 passport photo and pay £200 deposit before a property can be secured. Please bring in applications as a group. Each student must also sign a student tenancy agreement and provide some form of post-dated payment for the whole year before they can move in.

The student tenancy agreement is 10 pages long, you cannot move in until it is signed, and once signed it is binding, you are strongly urged to look at a draft copy of the agreement at an early stage.

A copy of the current draft tenancy can be at <http://www.bucks.ac.uk/default.aspx?page=1874> or if you do not have access to this, please let us know and a copy can be e-mailed or sent to you.

Please be aware that your application to live in a head tenancy property can be rejected based on poor behaviour, or poor payment history or debt to any part of the University.

## REQUIREMENTS

1. Students must be full time registered students of the University at the beginning of the tenancy.
2. Students must form their own group and apply together. Be sure that you can get on with those that you choose to live with.
3. Full rent for the whole property has to be paid even if there is a vacancy. Therefore you must be sure that group members signing the Student Tenancy intend to stay together for the full length of that tenancy.
4. Rent for the property will be divided equally between the residents, irrespective of room size. If you wish to make a private agreement between you, the University cannot be part of the agreement. The only exceptions to this are the en-suite rooms.
5. The £200 Caution Money Deposit must be paid when your application form is submitted. It will be banked immediately. The deposit will be held by the University and should be maintained at £200 throughout the year. Damages throughout the year will be invoiced on an ongoing basis. However, at the end of the tenancy, any unpaid rent, damage costs or any other outstanding charges on your account will be deducted from the deposit held.
6. No interest is payable on the deposit.
7. If you book the accommodation and then decide not to take up the place, the £200 is non-refundable.
8. Students are not free to move from one property to another. **The offer of a property is to a full group for the entire letting period, which is 44 weeks.** The length of the property will be less if the property is offered to the University after the beginning of September.
9. The tenancy is for 44 weeks, with no break clause. This means if you leave the property, you will still have to pay the rent unless a suitable replacement student is found. This applies even if you leave the University.
10. The Accommodation Office Service staff need to know if you cannot pay for your accommodation. Please contact them as soon as you know that you are in financial difficulty to discuss the situation. Financial advice and possible assistance can be obtained from the Money Advice Centre at the main High Wycombe campus.

## **THE STUDENT TENANCY**

The University Student Tenancy is a legally binding document. Before committing yourself to moving into a property you must be sure that you understand your responsibilities and that you can accept the conditions. The main parts of the Student Tenancy commit you to:

1. Keeping the property clean and tidy.
2. Not making excessive noise or upsetting neighbours in any way.
3. Paying all gas, electricity and telephone charges (where appropriate, a small minority of properties are offered with an inclusive rent). Also, accepting responsibility for the utility charges by signing up as the named account holders at the start of the tenancy. If you fail to do this and the University is approached then personal details, including home address, will be passed to utility companies. Water rates are currently included in the rent for all HTS properties.
4. Ensuring the correct paperwork is completed so that the property can be registered as exempt from paying Council Tax.
5. Accepting charges for any damage that may occur during the let, including possible cleaning charges.
6. Paying the rent as required. If arrears of rent are not settled, a notice to quit will be issued and the debt for the entire tenancy may be passed to an external debt collection agency for recovery. This could affect all students in the property since it is a joint tenancy. Therefore it is in everyone's interest to ensure that all residents pay their rent on time.
7. In addition to the Student Tenancy, occupants are governed by the University's Code of Conduct and Student Disciplinary Procedures.

## **LENGTH OF TENANCY**

The Tenancy runs for 44 weeks, from 7<sup>th</sup> September 2008 to 11<sup>th</sup> July 2009 there is no 'get out' clause for residents. This is longer than the academic year. Rent is payable for the whole period, whether or not you are living in the property.

## **RENT**

The rent for head tenancy accommodation is paid in three instalments one in October, January and March. Date will be confirmed soon.

Rent can be paid by Direct Debit or credit card. We will accept payments from you from your parents or another 3<sup>rd</sup> party.

## **SUB-LETTING**

You cannot sub-let to anyone, whether they are paying guests or not. Failure to comply with these regulations could jeopardise your tenancy and your right to remain in the property.

## **GUEST/VISITORS TO PROPERTY**

You are not allowed to hold parties. Although you may have visitors to the property, no one is permitted to stay more than 2 nights out of 7. You are responsible for the behaviour of your guests. For legal reasons guests are not allowed to stay beyond the period laid down above, failure to abide by this rule could lead to eviction from the property for the whole group.

## **VISITS DURING TERM TIME**

The Accommodation Service will inspect the property at least twice during the tenancy (usually November and May). Access to all rooms must be made available at this visit. You will receive written notification of pending visits. If you are not going to be present on this day, you must ensure your housemates are able to gain access to your room. If for any reason we are unable to get into the property or an individual room on the arranged date a charge of £50.00 will be charged for a re-visit.

## **CLEANLINESS / HYGIENE**

The property must be kept clean and tidy. If during an inspection the accommodation is found to be in an unacceptable condition a re-visit will be required and a £50.00 fee will be charged. If the condition of the property is not improved, a cleaner may be employed and you will be charged for his/her time. Subsequent poor cleanliness will be considered an infringement of the tenancy and further action may be taken.

## **UTILITIES**

If your rent does not include gas and electricity (and most don't) you must ensure that an account is opened with the details of everyone living in the property. To find out who your suppliers are contact:

Gas: Transco 08706 081524

Electricity: Mpas 08709 050806

Take a meter reading, if you don't know how to then ask at the Accommodation Service. Contact the appropriate utility company(ies) **with all names**, property address, start of tenancy date and meter readings, the meter readings are normally quoted on the inventory. Failure to do this can lead to difficulties at the end of the tenancy when returning your deposit, and you could end up paying more than you need to.

## **COUNCIL TAX**

Student properties are exempt from paying Council Tax, however, in order to achieve this each resident must complete a certificate and submit it to Wycombe District Council.

Wycombe District Council are provided with the names of residents of head tenancy properties each year, and so will pursue you if the relevant paperwork is not completed. It is not difficult to complete the certificate and will save you and the University a lot of time and potentially money.

In addition, your certificate must be stamped by the University to confirm that you are a student. The staff in the Accommodation Office cannot do this, you must go to the Student Centre at the High Wycombe Campus. Please be aware that they are unlikely to stamp your form if you have not already enrolled.

## **WASHING MACHINES**

As owners are not required to provide washing machines, please note that any machines present when you view a property may not be part of your tenancy. It may belong to the current students and they may remove the machine when they vacate.

If the students do leave the machine, the owner is not responsible for its upkeep or repair. If the machine does not work and the tenants do not wish to repair the machine the owner may remove it. If this is the situation it should be documented on the inventory.

## **INSURANCE**

Insuring all of your belongings does not need to be expensive. Replacing items that are broken or stolen such as a laptop, TV, DVD player, mobile phone and MP3 player is costly and time consuming. It is essential that you take out a suitable contents insurance plan.

## **REPAIRS / MAINTENANCE**

While the Accommodation Service reports and logs problems, repairs and maintenance remain the responsibility of the owner of the property. In order that they are carried out in the most efficient and effective manner you must inform the Accommodation Service by completing a problem sheet. We will then make an arrangement for a workman or the owner to visit the property. You can also contact us on 01494 551058 / 551059 or email us on [accom@bucks.ac.uk](mailto:accom@bucks.ac.uk).

If your problems are not reported to the Accommodation Service then this could result in a delay for the resolution of any problems.

Outside normal office hours all emergencies should be reported to the duty Accommodation Support Officer who will deal with the problem as appropriate. For information the number is 07734 133210.

## **Condensation**

Condensation is a common problem experienced by many households; it is caused by moisture in the air and it is the responsibility of the residents to manage the levels of moisture and avoid the resulting black mould growth. It is possible to prevent the impact of condensation by not drying clothes indoors, heating rooms adequately, airing rooms, using extractor fans where present and closing bathroom and kitchen doors. Further information and advice can be provided by the Accommodation Service; please contact us immediately if you are experiencing any damp or condensation problems. Damages to the property caused by condensation may be charged to the residents at the end of the tenancy period.

### **Urgent – 24-hour response**

Anything that is a serious risk to safety or causes major inconvenience and discomfort to the students is considered to be an urgent issue. This would include problems such as a complete breakdown of heating or hot water.

The resolution to such problems may not be permanent, but should offer a significant relief of discomfort that the tenant(s) is experiencing, until a permanent solution is implemented.

### **Critical – Up to 1 week**

This relates to maintenance that is not urgent, as described above but that significantly disrupts or discomforts the tenant(s). An example could include a non-working oven or grill.

### **Minor – Up to 4 weeks**

This relates to maintenance issues that require repair but do not cause a significant inconvenience or discomfort to the tenant(s). An example could be a cracked, but not broken window, as it causes little inconvenience and is not a health and safety risk.

### **General– Up to 6 months**

Any non-urgent external repairs have the above timescale; this includes items such as fencing repairs. The lengthy timescale reflects the minimal inconvenience or discomfort to the tenant(s).

### **Damp – Up to 8 Weeks**

While examination of a serious damp problem will occur within one week of reporting the problem, due to the specialist advice and potentially extensive work, it can take up to 8 weeks to fully resolve the problem.

### **Summer – To be completed over the next summer period**

The repair of any maintenance issue that causes little or no inconvenience to the tenant(s) may be postponed until after the end of the current tenancy. In addition, any report of maintenance that is considered to be an improvement or upgrade to the property, and therefore non-essential is likely to be put into this category.

The Accommodation Service will assess each report and place it into a category and the problem will be addressed according to the service levels above. Failure to follow the maintenance procedure outlined above could delay any action that needs to be taken.

During winter vacations it is your responsibility to ensure that heating is left on when the property is empty to prevent pipes from freezing. If you fail to take appropriate precautions you will have to pay for any damage caused.

In the unlikely event that there is a problem with the property when you move in you must immediately contact either the Accommodation Service during office hours or duty Senior Resident on 07734 133210 (outside of office hours) immediately. If you fail to follow this course of action no compensation can be given at a later date.

## **INVENTORY**

A detailed inventory, along with appropriate photographs, is carried out on each property every year. You will be provided with a copy of the inventory at the start of the Tenancy. Photographs will not be provided but will remain on file with the Accommodation Service. If you wish to see the photographs, you will need to make an appointment, please contact the Accommodation Service for more details. You should check the inventory thoroughly and notify any amendments to the Accommodation Service straightaway. This inventory will be used at the end of the tenancy to assess damage and cleanliness. Anything not identified to the Accommodation Service at the beginning of the tenancy can not be accepted at a later date.

## **ACCOMMODATION SUPPORT OFFICERS**

Accommodation Support Officers are here to help you with any issues that may affect you during your residence in the property. These may range from maintenance problems to lifestyle issues between students.

Each Accommodation Support Officers has an allocated area and any properties that fall within that area are his/her responsibility. Your own ASO will contact you within the first weeks of term to introduce themselves and discuss lifestyle issues. The Accommodation Support Officers operate a duty rota and, should you experience any problems regarding the property outside normal office hours, you should contact the Accommodation Support Officers number and the duty Accommodation Support Officers will assist in any way they can. The Senior Resident mobile number is 07734 133210.

The Accommodation Support Officers meet regularly with the Accommodation Manager to report and discuss property and student issues that have arisen. If you have any comments to make concerning the ASO feel free to talk to the Accommodation Office, located at Brook Street Halls of Residence.

## **RESIDENTIAL PARKING PERMITS**

Much of the town centre of High Wycombe and surrounding streets operates a Parking Permit Scheme. Please check your street to see if this applies to you.

If you bring a car to the University and require a permit to park please note that permits can only be issued if the vehicle is registered at your High Wycombe address. To do this you must first inform the DVLA, Swansea, of your change of address. Once you have received the amended registration you can then apply for a permit. Parking permits can be obtained from the Parking Shop in the High Street, near Argos. Alternatively, you can contact them on 01494 421417.

The Accommodation Service can take no responsibility for parking fines incurred by illegal parking.

## **KEYS**

Keys are issued to students once the Student Tenancy has been signed and a method of payment given. Properties are let on a joint and severally liable basis, which means that you and your housemates rent as a group, not individuals. As such, we do not necessarily hold bedroom keys for your room even if you have a lock in place. If you require a bedroom key please put your request in writing and we will supply a key if we have one. There may be a small charge for copying a key. It is also a breach of the tenancy to fit a lock of your own.

All keys must be returned to the Accommodation Service no later than the last day of the tenancy. Don't give your keys to a friend to return, you will be charged if they fail to do so, or do so late. Failure to return all keys on time at the end of your tenancy will result in you being charged at the rate of £5 per key, per day (up to the cost of replacing the locks and new sets of keys, which is estimated to cost £80 per lock). If the keys are not returned within fourteen days the locks will be changed. There will be no extensions to the time allowed. If keys are lost then locks will be replaced. If you have to post keys ensure that you send them via Special Delivery in a strong padded envelope. In addition, do not identify the property that the keys are for, simply include your name and student ID number. Keys lost in the post will result in you being charged for a lock change and should this happen, you may need these documents in order to claim compensation from the Post Office.

## **LOCKOUTS**

If a student is locked out of their room or house a charge of £10 may be made for the Accommodation Service to come and open the door, this charge is made to cover staff time and transport costs. Keys will not be issued to students for them to gain access themselves. The Accommodation Service does not have a key for every bedroom lock, if a resident locks themselves out and the Accommodation Service do not have a key, then a callout charge for a locksmith will be the student's responsibility and is likely to be in the range of £60-80

## **DEPOSITS**

Deposits will be returned to you after the inventory check has been completed, and charges for cleaning and damage have been taken into account. We aim to make all refunds within 60 days of the end of the tenancy; this can be delayed in a minority of cases by disputes with owners or by disagreements between residents over damages or bills.

You must ensure that someone in the property takes responsibility for receiving the final bills and ensuring payment is made. Don't forget to read the meters and tell the utility companies that it is the final bill and that the tenancy ends on 10<sup>th</sup> July 2010, you are responsible for paying any standing charges to this date. If bills are not paid and the Accommodation Service receives outstanding charges then the personal contact details of all residents will be passed to the utility company, along with a copy of the tenancy.

It is our policy when faced with unreasonably high charges from owners to query the costs on behalf of the students; this sometimes means that there is some additional delay in returning these deposits. Some general points on 'How to Preserve Your Deposit' can be found at the back of the booklet. If this should occur we will notify you of the problem.

## **MAIL FORWARDING**

If you require your mail forwarded when you leave the property you must inform the Post Office and set up a forwarding service. Any post received and passed to the Accommodation Service after the end of your tenancy will be returned to sender/Post Office.

## **LAST DAY OF TENANCY**

Should you fail to leave the property on the last day of your tenancy, 10<sup>th</sup> July 2010, action will be taken to remove you and any legal charges levied against you.

## **COMMENTS, COMPLAINTS AND APPEALS**

If you have any complaints or appeals, you must put them in writing to the University Accommodation Manager in the first instance. If you wish to meet with a member of the Accommodation Service, this can be arranged, once your letter has been received.

We are always pleased to receive feedback on our services. If you feel we have not met the standards you expect, or indeed have excelled them please contact the University Accommodation Manager on 01494 551067 or by emailing [accom@bucks.ac.uk](mailto:accom@bucks.ac.uk).

## **CONFIDENTIALITY**

The Accommodation Service will not communicate with parents or any other 3<sup>rd</sup> party, unless signed written permission is received from the student or it is one of the conditions laid down in our confidentiality policy, which can be found at <http://bucks.ac.uk/pdf/CSconfidentialitypolicyJune07.pdf>

### **HOUSING ACTS 1985 AND 1996**

The accommodation provided is exempt from the provisions of Housing Acts 1985 and 1996, it is exempt from the Acts' security of tenure provision by virtue of paragraph 10 of schedule 1 of the Act as it is provided for the purpose of enabling the occupant to attend a designated full-time course at Buckinghamshire New University.

# HOW TO PRESERVE YOUR DEPOSIT

Please respect the property you are renting.  
The property must be looked after or you will lose some, or all of your deposit.

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An inspection of the property takes place during August; the beginning of tenancy inventory is then created.

The Accommodation Office will make regular visits normally in November and May to your property to ensure that it is being kept well and not being abused. A final visit will take place after you leave the property on the 10<sup>th</sup> July 2010.

## USEFUL TIPS

- Before you leave the property it must be cleaned thoroughly including the cooker, fridge, bathroom, toilet and behind the beds.
- Take responsibility for your own room and keep it tidy.
- Arrange a rota to clean the communal areas i.e. kitchen, bathroom, hall/stairway and lounge.
- If you smoke, be careful. Many students burn holes in carpets and furniture and then object to paying for the damage.
- If you spill anything on the carpets clean it up immediately, removal of stains by a professional cleaning company is very expensive.
- No Calor Gas fires or other portable fuel burners are permitted in properties as these cause condensation.
- Open a window after showering to avoid condensation.
- Let air circulate through the house by opening small windows for a time each day.
- Wipe the windows from time to time to avoid condensation.
- The Chilterns is a hard water area so you must regularly use a descaler on the toilet pan. Bleach will not work.
- Wipe the shower screen down after use to prevent a build up of lime scale.
- Remove cobwebs from ceilings and walls and skirting boards.

- When you leave at the end of the tenancy defrost the freezer, clean the fridge, turn off the power and leave the door open.
- Remove any appliances that were bought or hired, such as washing machines or TV's. anything left behind will be disposed of and will be charged for.

## **RETURN OF KEYS**

All keys must be returned to the Accommodation Service no later than the last day of the tenancy. Don't give your keys to a friend to return, you will be charged if they fail to do so, or do so late. Failure to return all keys on time at the end of your tenancy will result in you being charged at the rate of £5 per key, per day (up to the cost of replacing the locks and new sets of keys, which is estimated to cost £80 per lock). If the keys are not returned within fourteen days the locks will be changed. There will be no extensions to the time allowed. If keys are lost then locks will be replaced. If you have to post keys ensure that you send them via special delivery and enclose in a strong padded envelope. In addition do not identify the property that the keys are for, simply include your name and student ID number. Keys lost in the post will result in you being charged for a lock change, you may need these documents in order to claim compensation from the Post Office.

## **BILLS**

You must do the following:

- Take a meter reading at the start of the tenancy, call the utility company(s) and set the bill up in your names. If you do not know who the supplier is then follow the instructions on page 5 of this booklet.
- Take a meter reading at the end of the tenancy, call the utility company(s) and close the account with that reading and ask the utility company(s) to send the 'final bill' to a home address.
- Pay the 'final bill' and obtain proof.
- If bills are not paid and the Accommodation Service receives outstanding charges then the personal contact details of all residents will be passed to the utility company.

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This is not a wish list but guidance on what you can do to minimise the pain and anguish that you, us, and the owners go through at the end of each tenancy.

These are the things that your parents or even you may already do when living at home. It is not a reason to stop doing any of these things because the accommodation is being rented.