



J49 LTD

TENANCY/LICENCE POLICY

Prepared by:

ADMIN

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Department:

ADMIN



Introduction

J49 is committed to providing transparent and fair tenancy/licence agreements to our tenants, outlining their rights, responsibilities, and obligations. This policy ensures consistency and clarity in the documentation provided to tenants regarding their tenancy/licence agreements.

1. Type of Tenancy Agreement:

- J49 offers various types of tenancy agreements, including Assured Shorthold Tenancies (ASTs), Secure Tenancies, Introductory Tenancies, and Flexible Tenancies. The type of agreement offered depends on factors such as the tenant's circumstances, housing needs, and legal requirements.

2. Start Date:

- The start date of the tenancy/licence agreement will be clearly stated in the documentation provided to the tenant, along with any relevant information regarding the commencement of the tenancy, such as move-in procedures or rent payment dates.

3. Rent and Service Charges:

- The tenancy/licence agreement will specify the rent payable by the tenant, including any service charges or additional costs associated with the property. A breakdown of service charges, detailing the services provided and the costs involved, will be included to ensure transparency.

4. Changes to Rent or Service Charges:

- Any changes to rent or service charges during the tenancy will be communicated to the tenant in writing with sufficient notice, as required by law. Tenants will be provided with information regarding the reasons for the changes and their rights to challenge or appeal the adjustments.

5. Landlord's Obligations:

- J49's obligations as the landlord will be clearly outlined in the tenancy/licence agreement, including responsibilities for repairs, maintenance, and ensuring the property meets relevant safety and health standards. Procedures for reporting maintenance issues and accessing landlord services will also be provided.

A. Repairs and Maintenance:

- J49 is responsible for ensuring that the property is maintained in a good state of repair throughout the tenancy. This includes addressing any structural defects, plumbing or electrical issues, and general wear and tear that may arise during the tenancy.

- Procedures for reporting maintenance issues will be clearly communicated to tenants, including emergency contact details for urgent repairs outside of regular office hours.

B. Health and Safety Standards:

- The landlord is obligated to ensure that the property meets all relevant health and safety standards, including compliance with the Housing Health and Safety Rating System (HHSRS). This includes addressing hazards such as dampness, mould, asbestos, and fire safety risks.

- Regular inspections will be conducted to assess the property's compliance with health and safety regulations, with any necessary remedial action taken promptly.

C. Security of the Property:

- J49 will take measures to ensure the security of the property, including provision of secure locks on doors and windows, adequate lighting in communal areas, and appropriate security measures to deter unauthorised access or criminal activity.
- Procedures for reporting security concerns or breaches will be communicated to tenants, with prompt action taken to address any issues identified.

D. Utilities and Services:

- The landlord will ensure that essential utilities and services, such as gas, electricity, water, and heating, are provided and maintained in working order throughout the tenancy. Any interruptions or disruptions to utility services will be addressed promptly to minimise inconvenience to tenants.

E. Compliance with Legal Requirements:

- J49 will comply with all relevant legislation and regulations governing the letting and management of social housing properties, including requirements related to safety standards, licensing, and tenant rights.
- Procedures for ensuring compliance with legal requirements, such as tenancy deposit protection, gas safety checks, and energy performance certificates, will be implemented and monitored regularly.

F. Communication and Accessibility:

- The landlord will maintain open and transparent communication with tenants, providing them with relevant information about their tenancy, rights, and responsibilities.
- J49 will ensure that communication channels are accessible to all tenants, including those with disabilities or specific communication needs, and provide alternative formats of communication upon request.

G. Dispute Resolution:

- J49 will provide mechanisms for resolving disputes between landlords and tenants in a fair and timely manner. This may include mediation services, tenant forums, or access to independent advice and support to help resolve conflicts amicably.

H. Tenant Support and Welfare:

- The landlord will provide support and assistance to tenants as needed, including signposting to relevant support services, assistance with welfare benefits, and guidance on accessing community resources.
- J49 will promote tenant welfare and well-being, taking a proactive approach to addressing issues such as social isolation, mental health, or financial difficulties that may impact tenants' ability to sustain their tenancy.

By fulfilling these obligations, J49 aims to provide tenants with safe, secure, and well-maintained housing that meets their needs and promotes their well-being throughout the duration of their tenancy.

6. Tenant's Obligations:

- Tenants' obligations under the tenancy/licence agreement will include maintaining the property in good condition, adhering to usage guidelines, and respecting the rights of neighbours and other residents. Specific obligations regarding pets, property damage, access by the landlord, and tenancy end procedures will be detailed.

A. Payment of Rent and Service Charges:

- Tenants are responsible for paying rent and any applicable service charges in full and on time, as outlined in the tenancy/licence agreement.

- Rent payments should be made by the agreed-upon method, such as direct debit, standing order, or bank transfer, and any changes to payment arrangements should be communicated to the landlord in advance.

B. Property Care and Maintenance:

- Tenants are obligated to take good care of the property and maintain it in a clean and tidy condition throughout the tenancy.

- This includes carrying out minor maintenance tasks such as replacing light bulbs, keeping the property free from rubbish and clutter, and promptly reporting any damage or defects to the landlord.

C. ****Respect for Neighbours and Community:****

- Tenants must respect the rights and privacy of their neighbours and other residents within the community.

- This includes refraining from causing noise disturbances, keeping communal areas clean and tidy, and behaving in a considerate and respectful manner towards others.

D. Compliance with Tenancy Agreement:

- Tenants are expected to comply with all terms and conditions outlined in the tenancy/licence agreement, including rules regarding the use of the property, restrictions on subletting or unauthorised occupants, and adherence to any additional policies or regulations set forth by the landlord.

E. Pets and Animals:

- If pets are permitted under the tenancy/licence agreement, tenants are responsible for ensuring that they are kept under control and do not cause a nuisance or damage to the property or neighbouring properties.

- Tenants must also comply with any requirements regarding pet registration, vaccinations, or insurance as specified by the landlord.

F. Reporting Maintenance Issues:

- Tenants are required to report any maintenance issues or defects in the property to the landlord or property management company promptly.

- This includes reporting both minor repairs and more significant issues that may affect the habitability or safety of the property, such as leaks, electrical faults, or structural damage.

G. Access for Inspections and Repairs:

- Tenants must provide access to the property for the purpose of inspections, repairs, or maintenance work as required by the landlord.
- Reasonable notice will be given for non-emergency access, and tenants are expected to cooperate with access arrangements to facilitate necessary works.

H. End of Tenancy Obligations:

- Upon the termination of the tenancy, tenants are responsible for returning the property in a clean and tidy condition, removing all personal belongings, and returning keys to the landlord.
- Any damage beyond normal wear and tear will be the responsibility of the tenant to rectify or reimburse the landlord for the cost of repairs.

I. Tenant's Guests and Visitors:

- Tenants are responsible for the behaviour of their guests and visitors while on the premises and must ensure that they do not cause a disturbance or breach any terms of the tenancy agreement.
- Guests should not overstay their welcome and should not be left unattended in the property for extended periods without the tenant's presence.

J. Notifying Absences:

- Tenants are required to notify the landlord or property management company of any extended absences from the property, especially if it affects the property's security or maintenance requirements.
- This may include providing contact details or arranging for someone to check on the property in the tenant's absence.

By adhering to these obligations, tenants contribute to maintaining a harmonious living environment, preserving the condition of the property, and fulfilling their responsibilities as occupants of social housing provided by J49.

7. Tenant Rights:

- Tenants have rights under the tenancy/licence agreement, including the right to peaceful enjoyment of the property, protection against unfair eviction, and the right to make complaints or raise concerns about the property or landlord services. Procedures for addressing complaints and disputes will be outlined in the agreement.

8. Alternative Versions Available:

- J49 is committed to ensuring accessibility for all tenants and will provide alternative versions of the tenancy/licence agreement upon request, including pictorial, braille, or audio formats. Tenants with specific accessibility needs will be accommodated to ensure they can fully understand and engage with the terms of their agreement.

9. Review and Update:

- This Tenancy/Licence Agreements Policy will be reviewed regularly to ensure it remains up-to-date with changes in legislation, best practice, and tenant feedback. Any updates or revisions to the policy will be communicated to staff and tenants in a timely manner.

By adhering to this policy, J49 aims to provide tenants with clear, fair, and accessible tenancy/licence agreements that promote positive landlord-tenant relationships and support tenants in their housing rights and responsibilities



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