



# CLINTON DEVON ESTATES

## HANDBOOK FOR RESIDENTIAL TENANTS

**REVISED October 2023**



# Handbook for Residential Tenants

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## 1 INTRODUCTION

### 1.1 Opening Remarks

Welcome to Clinton Devon Estates (the Estate) at what we hope will be the start of a long relationship. At the heart of the relationship is your tenancy agreement. In addition, this handbook sets out your rights and obligations. Existing tenancy legislation establishes minimum statutory safeguards for you. This handbook formalises those safeguards and in addition sets out commitments made by the Estate as your landlord and equally your obligations to the Estate.

### 1.2 Brief History

Clinton Devon Estates manages approximately 40 square miles of woodland, farmland and countryside throughout North and East Devon.

This land is geographically divided between the Clinton Estate, situated between Sidmouth and Exmouth, the Beer Estate centred on the village of Beer in East Devon and the Heanton Estate, which lies between Hatherleigh and Torrington in North Devon.

The Estate operates a diverse range of land and countryside management activities including in-hand and tenant farms, commercial and residential property, forestry and environmental management of farmland, rivers and heathland. Some of our land has international designations for its outstanding habitats and scarce flora and fauna.

The Clinton Barony, one of the oldest in England, was formed in 1299, after John de Clinton's victory over the Scots at Falkirk in 1298. Many of the holders of the title were amongst the most eminent persons of their time.

The link with Devon was made in 1550 when the 9th Baron Edward Clinton acquired land near Exeter. In the 17th century, the link was further established when the Clinton family became linked by marriage to the Rolles, a notable Devon family. The Rolle family history can be traced back to 1519 when George Rolle, a London merchant purchased land in the county, amounting to a considerable Estate in 1552. By 1883 the Rolle Estate was the largest in Devon.

The Estates remain a family concern, and their commitment to the county underpins all activity, long-term planning and purpose.

Environmental considerations are a key priority for the Estates. A variety of schemes and projects to improve and protect the local area, including the Heathland Management Plan for the East Devon Commons, river management and long-term forest plans.

Around 50 local people are directly employed by the Estates, with many others indirectly employed as contractors and professionals. The Estates' businesses directly boost the local economy, spending over £3.5M with 1000 local suppliers annually.

In working to meet the needs of a transforming countryside, our vision is to be amongst the leaders in the practice of 21st Century land and property management, whilst preserving the Estates' heritage and environmental assets for future generations.

### 1.3 Our Mission

#### Doing our part for our part of the world

Our mission is a simple one – to secure the long-term prosperity of the Estates, and the people who live and work on them, in ways which care for the countryside and engage with the wider community.

We like to think of ourselves as a progressive rural Estate with a rich and colourful history. Responsible stewardship is at the heart of how we go about our business.

The Estates remain a **family concern** and our commitment to the county of Devon and wider South West region of England underpins all activity, long term planning and purpose.

Our website [www.clintondevon.com](http://www.clintondevon.com) provides further information on the Estate.

## 2 CUSTOMER SERVICE STANDARDS

We aim to provide a good service to our tenants so we have developed a list of standards you should expect from us:

- We will treat all tenants as customers with dignity and respect
- We will deal with you in a professional and courteous manner
- We will ring you back if we are not available to take your call, or if you ask us to
- We will carry out regular property inspections on an annual to bi-annual basis
- Wherever possible, we will visit you in the property, if you ask us to
- We will not enter the property if only children are present
- We will not work in a property if you are not present unless by express agreement. If we are going to be late or unable to keep an appointment we have made with you, we will contact you and explain why
- Any staff or contractor who may visit you in your home will be expected to carry identification to confirm who they are
- We will continually review and monitor our services, making improvements wherever possible
- We will investigate and report back to you on any complaint you make to us
- We will apologise if we get things wrong and do our best to put things right

In return we expect you to:

- Work with our staff in a courteous and co-operative way
- Let us know if you cannot keep an appointment
- Let our staff have access to your property to survey condition, carry out work or discuss matters with you as required
- Not abuse, threaten or harass our staff or contractors, and to prevent members of your household or visitors from doing so.
- Keep dogs and pets under appropriate supervision and control whilst we are working in the property
- For Health and Safety reasons we would ask you not to smoke whilst we are working in the property

## 3

### YOUR TENANCY AGREEMENT

Your tenancy agreement is an important legal document. It sets out the terms and conditions of your tenancy and the rights and responsibilities of both Landlord and Tenant. If you do not keep to the terms of the agreement, you will be in breach of your tenancy and in serious cases you could be asked to leave the property.

Your tenancy is likely to be one of three basic types as detailed below. We will be able to tell you which type you have if you are not sure.

#### 3.1

##### Protected or Statutory Tenancy

If your agreement was signed before 15 January 1989, it is likely to be protected under the Rent Acts. This means that the rent will be set using the independent 'Fair Rent' system and your agreement cannot be ended unless certain legal conditions apply. Once you have a protected tenancy with the Estate it will remain protected even if you move to another Clinton Devon Estates property and sign a new agreement, although the rent may vary according to the size of the property.

Usually agreements granted to a new tenant after 15 January 1989 are one of the following two types.

#### 3.2

##### Assured Shorthold Tenancy

Nowadays this is the most common type of tenancy agreement. It gives you a legal right to live in your property for a specified period of time. It also offers the landlord a right to take back the property at the end of the tenancy should they so wish. Normally, however, after the initial fixed period, they run on from month to month as long as the terms of the agreement are met.

#### 3.3

##### Assured Tenancy

Assured tenants have greater security than Assured Shorthold Tenants. Such tenancies mean that as long as you don't break the terms of the Tenancy Agreement, you can live in the property for an agreed period and after that, continue to live there unless certain legal conditions apply.

## 4 COMMON CONDITIONS OF YOUR TENANCY

The detailed terms and conditions of the Estates' tenancy agreements vary widely from property to property. This is because our standard documents have changed over time, and they have also varied according to local custom and changes in the law. This means that the rights and responsibilities of landlord and tenant can be different from agreement to agreement. However, in general, the obligations for the Estate as landlord and for you as tenant remain the same.

For many years we have used the Estates Gazette standard agreement for new Assured Shorthold Tenancies of less than seven years. We have recently reviewed this and now have our own version which ensures that our lettings are fair and are written in plain language.

In broad terms your and our responsibilities are as set out below:

### 4.1 Your and Our Responsibilities

The Estates expects you

- To look after the property in accordance with the terms of your tenancy agreement
- To pay your rent on time on the dates required by your agreement or any other dates agreed between us
- To have regard to your neighbours and not to cause nuisance or annoyance to them or other people
- Not to alter the property or any of the electrical installations in any way without the knowledge and consent of the Estate.
- To be made aware that the landlord holds building insurance for each residential property only. We advise at the beginning of the tenancy, that contents insurance has been taken out to cover all personal items and that the sum insured is reviewed regularly.

In return we undertake to:

- Respect the fact that the property is your home and allow you to enjoy it without unnecessary interruption or disturbance

- Carry out repairs for which we are responsible in an effective and timely manner
- Insure the building (but not the contents) against normal risks.

Tenancy agreements will also set out procedures for things like rent reviews, handling of deposits and arrangements for ending a tenancy. The following sections give more detail.

## 5 GETTING REPAIRS DONE

### 5.1 Routine Repairs

Most of our repairs are carried out as part of a planned maintenance cycle. For example, we aim to do external decorations every six years and will often carry out a survey of properties prior to this so we can plan to carry out other maintenance works, such as woodwork repair or re-pointing, at the same time. Hopefully this will minimise disruption to you and reduce costs overall. You will be notified in advance of when such repairs are planned so you can agree access arrangements and highlight any maintenance work that you believe is required.

We aim to carry out repairs to a good standard and will try, as far as possible, to minimise disruption to you and the property.

When we receive a report of a repair, we will allocate it to an appropriate member of our building team. We will agree the degree of urgency with you as well as the timescale for the work to be completed. We have three broad categories of repair as follows:

#### Emergency

This would include defects that put the health, safety or security of the tenant or another person at risk, or which have a serious adverse impact on the building.

#### Urgent

This would include problems that cause serious discomfort, inconvenience or nuisance to the tenant or another person.

## **Routine**

This would include problems that can be deferred without serious discomfort, inconvenience or nuisance to anyone or the long term deterioration of the building. If planned maintenance is due to be carried out within a reasonable time, it may be appropriate for such repairs to be dealt with then.

## **5.2 Emergency Repairs Out of House**

Where possible we will provide out of hours emergency service. If an emergency arises and you are unable to contact Clinton Devon Estates and have to instruct a local contractor, we would ask that you advise us as soon as possible. In the event of a **genuine emergency**, the cost of the call out and repair will be paid for by Clinton Devon Estates unless you are responsible for the work under the terms of your tenancy. In all other circumstances a charge for call out will be made.

Where possible routine repairs should be emailed to the Estate at [mail@clintondevon.com](mailto:mail@clintondevon.com) giving the name of your property a contact number and the repair required. We will then have a written record of your repair as will you.

If you do not have access to the internet, contact the Estate Office on [01395 443881](tel:01395443881).

## **5.3 Servicing of Gas and Oil Boilers and Electricity Installations**

If you have oil or gas in the property, we will arrange for a gas or oil safety test to be carried out every year by a Registered Engineer. If the Estate's Engineer is unable to undertake the planned service due to a lack of oil in the tank, Not only is this an inefficient use of time but comes at an additional cost. This cost will be recharged to you.

Depending on the terms of your tenancy, we aim to carry out fixed wiring electrical tests every five years.

Where repairs become necessary outside this planned cycle, you should notify Clinton Devon Estates and let us know the following:

- Your name, address and contact number
- The nature of the problem giving as much detail as possible
- An idea of urgency
- Convenient times for someone to come to inspect or deal with it

We are not responsible for the provision servicing and maintenance of any cooking appliances or 'white' goods.

## **5.4 If Repairs Work is not carried out as agreed**

We will always try to carry out the work within the timescale agreed with you. If we find that it will not be possible as planned, we will let you know in advance, explain why and agree a revised time with you. If we have failed to carry out an agreed repair and have not informed you, you should contact the Estate which will investigate and rearrange as appropriate. If you have a problem which cannot be sorted out with the Estate Surveyor, you can make an official complaint using the complaints procedure set out in this handbook.

## **5.5 Repair Obligations**

### **Septic Tanks and Sewerage Systems**

Whether the property is on mains sewerage or a septic tank/treatment system please follow the guidelines below to ensure that the pipes run without blockage.

The systems are designed to handle:

1. Natural solids
2. Toilet tissue
3. Items specifically designed to be flushable

No debris should be disposed of via the toilet system.

In particular the following items should be disposed of via the normal household waste system and not flushed down the toilet

1. Rags – dishcloths
2. Sanitary wear
3. Paper towels
4. Nappies
5. Wet wipes
6. Jey cloths
7. Cotton wool buds



If these guidelines are not followed and blockages occur the Estate reserves the right to recharge you the cost of the remedial repairs.

## 5.6 Thatched Houses

If the property is thatched there are a number of actions you as tenants and the Estate as landlords need to take to protect the property from fire.

### Your Actions:

#### Fires

If you have an open fire or solid fuel stove have the chimney swept up its entire length by a competent person at least twice a year, preferably before and after the main burning season. The Estate already requests copies of the certificates from you, which are needed by our insurers.

#### TV Aerials/Satellite

Avoid fitting these lightning attractors on or near chimney stacks. Preferably fit on a freestanding pole at least 6 meters (19ft) from the building. Fix the aerial cable to a brick wall avoiding contact with the thatch.

#### Contractors

You should not have contractors working in the property without the Estates prior knowledge, all contractors should avoid work that will increase the risk of fire if at all possible.

#### Welding and Burning Work

No hot work involving welding, burning, the use of oxygen/gas equipment and acetylene, cutting operations, air-arc gouging and arc welding should be carried out on the property without the Estates' knowledge and consent. All tenants are prohibited from carrying out such activities due to the fire risk.

#### Attic Storage

Combustible materials should not be stored in the roof space. Keep clear of old thatch, straw dust and other debris.

#### Fireworks/Bonfires/Barbeques

Avoid fireworks and bonfires. If a bonfire is lit ensure it is a reasonably safe distance from the house.

Remember wind directions change rapidly.

Warn neighbours of the danger of having a bonfire in their gardens.

Avoid barbeques close to the house.

#### Smoking

No smoking to be allowed when in the loft space or working on or close to the thatch.

#### Fire Extinguisher

Have fire extinguishers readily available suitable for electrical or cooking based fires, serviced on an annual basis by an appropriate contractor.

The kitchen area should contain a fire blanket.

#### Hose Reel

Have a hose outside permanently connected to a water supply, if you do not have an outside tap please notify the Rolle Estate Office. The hosepipe should be long enough to reach around the whole house and access the whole roof.

#### Fire Brigade

Be aware of the nearest hydrant or potential source of water. An Ordnance Survey reference with clear instructions should be kept near to the phone. You can find your grid reference online at [www.gridreferencefinder.com](http://www.gridreferencefinder.com) If you do not have access to the internet please contact us and we will provide the grid reference for you. What Three Words can also be used.

If in doubt call 999.

The Estate will ensure that:

The chimney structure is sound and that the thatch is checked regularly by a qualified thatcher.

Electrical tests are carried and acted upon to comply with current regulations.

Ensure that our contractors act with the thatch in mind and avoid hot work where possible.

Provide loft access large enough for a fire fighter with equipment to enter.

Fit wire netting in a way that is acceptable to the fire service.

## 5.7 Gutters

The Estate as landlord is not responsible for ensuring that the gutters, grates and down pipes on your home are clear. If you are unable to clear them yourselves the Estate can carry out the work but will recharge the cost to you at a previously agreed rate.

## 5.8 Vermin

As tenants you are responsible for the control and removal of vermin (i.e. rats, mice, wasps, bees and flies) from the property. The Estate can advise you as to the best course of action if you contact the Rolle Estate Office.

## 5.9 External Christmas Lights

If you wish to put external lights up on the property, ensure that they do not overload the electricity sockets and that they are checked by a qualified electrician. DO NOT trail any cables across footpaths or communal areas.

## 5.10 Solid Fuel Appliances

Where the Estate has provided central heating, we will not install or maintain any open fires or solid fuel appliances i.e. wood burners.

If you wish to install one of these contact the Rolle Estate Office to ensure that you follow the correct installation procedures that comply with Building Regulations. On leaving the property, unless otherwise agreed with the Estate, you can take the appliance with you ensuring that you make good the fireplace.

You must ensure that you sweep the chimney once a year, (twice if you live in a thatched property) this must be done by a qualified chimney sweep and copy of the certificate should be sent to the Rolle Estate Office.

If you have a solid fuel appliance installed by the Estate we will ensure that this is serviced and the chimney swept on an annual basis.

## 5.11 Welding and Burning Work

No hot work involving welding, burning, the use of oxygen/gas equipment and acetylene, cutting operations, air-arc gouging and arc welding should be carried out on the property without the Estates' knowledge and consent. All tenants are prohibited from carrying out such activities due to the fire risk.

## 5.12 Legionnaires' Disease

Domestic hot and cold water systems can provide an environment where Legionella bacteria can grow; this can cause Legionnaires' disease. This is a potentially fatal form of pneumonia caused by the inhalation of small droplets of contaminated water containing Legionella bacteria. This advice sheet gives tips for residents of rented domestic accommodation such as houses, bungalows and flats in small blocks.

### Most importantly, make sure that:

**Hot water in the system remains hot**

**Cold water is kept cold**

**The water is kept circulated**

### In particular, it is important that you –

**Do not** interfere with the settings on your boiler or hot water system. The hot water should be set so that the water is heated up to 60°C.

**Tell the Estate if:** The cold water is still running warm after you have initially run off any water which may have accumulated in the pipes. It should not be above 20°C.

There are any problems, debris or discolouration in the water.

The boiler or hot water tanks are not working properly, particularly if the water is not coming out of the taps at a sufficiently high temperature. It should come out at a temperature of 50°C after it has run for a minute at the latest.

### Where showers are fitted

- If they are used only occasionally then flush them through by running them for at least two minutes every week. Keep out of the way whilst this is being done as far as possible.
- Clean the shower head periodically, descale and disinfect it. This should be done at least every six months.

Where a property is left vacant for any time, make sure that when it is occupied again at the outset both hot and cold water systems are flushed through by running all outlets for at least 2 minutes.

Legally, it is the Estate's responsibility to take precautions to prevent Legionella being present in the hot or cold water system but you as a tenant and resident also have an important part to play in taking these simple and practical precautions.

## 5.13 Carbon Monoxide Detectors

Where there is a solid fuel combustion appliance (open fires and wood burning stoves) or Gas appliance in any rooms used as living accommodation the Estate will install a carbon monoxide detector. It is your responsibility to test these on a monthly basis and report any issues immediately to the Estate Office. They will also be tested annually by the Estate's nominated contractors and they will replace the batteries when required.

## 5.14 Smoke Alarms

The Estate will provide smoke alarms on all floors of the property. It is your responsibility to test these on a monthly basis and report any issues immediately to the Estate Office. They will also be tested annually by the Estate's nominated contractors and they will replace batteries when required.

## 5.15 Condensation Damp and Mould

Why does condensation occur?

Air holds a certain amount of moisture/water-vapour, the warmer the air is the more it can hold. When the air is cooled by touching a cold surface e.g. a window or wall, the water vapour will turn to water droplets. The warmer you keep your home the less likely condensation will occur.

Where does it appear?

Most commonly condensation damp appears on cold surfaces where there is little air movement, such as near windows, behind furniture, wall corners and inside cupboards or wardrobes. The problem can be worse on north facing walls, as these are typically colder. Condensation damp does not leave a 'tidemark', this is an indication of penetrating damp, or leak problems.

How to get rid of mould growth

The only permanent cure is to reduce the amount of condensation. However, washing down surfaces with a bleach type solution or using special condensation damp proof paints can be effective.

How to avoid condensation

- Do not let kettles and pans boil for longer than

necessary.

- Dry clothes outdoors when possible, or open windows.
- Ensure tumble driers are vented to the outside
- Keep windows open even if just a little, when someone is in the property.
- The water vapour created from these rooms will spread into colder rooms which are more likely to suffer from condensation.
- Do not overfill cupboards and wardrobes as this prevents air circulation.
- Heat your home. Keep low background heat on all day if possible. A lot of houses take a long time to heat up so quickly heating up in the evening may cost more than keeping the heating on low all day.

## 5.16.1 Batteries

We would like to ask our tenants to please follow the manufacturers recommendation when charging, using and storing lithium-ion batteries.

Devon and Somerset Fire and Rescue Service's safety advice regarding batteries is:

- Keep batteries in a cool, dry place away from flammable materials and direct sunlight
- Recycle damaged or swollen batteries at designated recycling points.
- Always use the charger supplied with the device or recommended by the manufacturer.
- Avoid overcharging - use a charger with automatic shutoff or a timer to prevent overcharging.
- Never leave batteries unattended while charging and do not charge them overnight.
- If a battery shows signs of swelling, overheating, or emitting smoke, safely remove it and report the incident to appropriate authorities.

We would also like to ask that tenants please do not store anything immediately adjacent to, or against, any premises as this may increase the fire risk.

## 6 BEING A GOOD NEIGHBOUR

### 6.1 Use of the Property

We expect you to live in the property as your principal home and not to use it to run any form of business or for any activity that is not consistent with the private domestic residence. A degree of home working is acceptable, but if you use the property as a registered business address or for a full-time business you will need our consent and it may require a different type of tenancy. You must not allow the property to become overcrowded or to be used for any illegal or immoral purposes. You are also not permitted to have lodgers or share occupancy.

### 6.2 Behaviour

You are responsible for the behaviour of people who live with you or visit you. This responsibility covers

behaviour in your home, and in the locality. You, or they, must not:

- Behave in ways that cause nuisance, annoyance, harassment, alarm or distress to other people
- Create unreasonable noise
- Cause damage to the property or the locality
- Commit an illegal offence in the property or locality

## 6.3 Pets

We are not against pets being kept as a matter of principle, but we do need to be able to make sure they are appropriate in type and number and are not allowed to damage the property or disturb neighbours. If you want to keep pets, you will need our written consent. This will not normally be refused as long as the request is reasonable and compatible with the nature of the property. If animals become a nuisance or damage the property, we reserve the right to withdraw consent for them to be kept at the property.

## 6.4 Access to Neighbouring Land

Your tenancy agreement will include a plan to show the extent of the land included in your agreement with the Estate. You are reminded that there are no rights of access over adjoining Estate land other than on public footpaths and rights of way. We would ask that you respect this at all times.

## 7 RENT AND MONEY MATTERS

### 7.1 How to Pay your Rent

Rents for Clinton Devon Estates properties are collected by our Finance department based at the Rolle Estate Office, Bicton Arena. Rents for residential lettings are normally paid in full, monthly on a day specified in your tenancy agreement. You will be sent an invoice about one month before the due day if you request one. Any rent unpaid on the due date becomes a debt and is dealt with through our credit control procedures.

You can pay your rent in a number of ways, but monthly by Standing Order from a bank or building society is our preferred method. This is the most reliable form of payment: it saves you from having to remember to make payments on the right dates and can be amended by you to reflect changes in rent. There is a presumption for all new tenancies that rent will be paid by Standing Order and is now made a term of all new tenancy agreements.

Existing tenants can pay by cheque or cash but we would strongly encourage all tenants to move to Standing Order wherever possible.

### 7.2

### Help with Your Rent

If you are an older person, unemployed or long-term sick or you have disability or your earnings are low, you may be entitled to claim assistance to help with your rent.

Payments are administered by your local council. You can get application forms and advice from the council or from the Citizens Advice Bureau. The new system of 'Local Housing Allowance' superseded housing benefit from April 2008 and under this scheme any allowance is paid to the claimant direct. Check with your local council for details.

It is very important that you claim any such assistance as soon as you feel you may be entitled to it. Any entitlement will only start from the day you submit your claim.

You are responsible for telling the local council of any changes in your circumstances that may affect your entitlement – for example, an increase in earnings, someone moving into your home or any changes in your other benefits. You are also responsible for repaying any overpayment of any assistance which the council demands back from us.

### 7.3

### Arrears

It is important that you pay your rent on time but we will deal with you fairly if you fall behind and will take account of any specific difficulties you may be facing. However, we will not ignore arrears of rent, because this would not help you and it would increase the cost of

managing and maintaining our housing for everyone else.

If you know you are going to have difficulty paying the rent or you have received a letter from us saying you owe rent, you should contact us immediately on the number shown on your rent demand or arrears letter.

Estate Office at the address shown on the rent demand. If you have no other way of paying and wish to pay by cash this should not be sent to the Rolle Estate Office but brought in person during the office hours and a receipt received.

## 7.4 Court Action

If you do not pay off arrears on your rent account in an agreed way, particularly if they continue to grow, we will start legal proceedings to get back the money you owe in accordance with the terms of your agreement. In serious cases, where you make no attempt to clear or reduce the arrears at an agreed rate, we will ask the County Court for an order to repossess your home.

We tell you this so that you know what rent arrears can lead to and to encourage you to talk to us at an early stage so we do not need to take legal action.

If you are in debt because you are waiting for a decision on a claim from Local Housing Allowance, you should tell us and make sure you have sent your local council all the information they need to deal with your claim.

## 7.5 General Advice About Debt

Don't ignore debt - it is always better to talk to someone about it. It may be difficult to face but becomes worse the longer you leave it. Details of free debt advice services are available from your local Citizens Advice Bureau.

You can also seek independent free legal advice about any court action by contacting your local Citizens Advice Bureau, Housing Aid Centre, Law Centre, or a solicitor under the Community Legal Service Scheme (formerly Legal Aid).

## 7.6 Rent Review

We usually review residential rents every two years, unless your tenancy agreement specifies a different period.

If you have a Protected Tenancy, a fair rent has to be set by the Government's Rent Services. We will then apply to the Rent Officer for a new rent and we will let you know how much we are asking for. You will have the chance to let the Rent Officer know if you feel this is too much. The Rent Officer may want to visit your home to help decide what the rent should be. The Rent Officer will notify us both of what rent he/she feels is appropriate and both parties have a right of appeal if they do not feel this is reasonable. Once the Rent Officer has set the

rent, it will be registered for the property and cannot be changed for two years, unless there is a significant change in the property during that time.

If you have an Assured Shorthold Tenancy, we can agree a new rent together without involving the Rent Officer. We will normally arrange to meet you to look at the property and discuss any relevant issues. We will then write to you proposing a new rent to be charged from the rent review date. This will usually be based on rents for comparable properties in the area and will take account of any particular advantages or disadvantages that your property has.

If you feel the proposed rent is too high, please speak to us. If we cannot agree a rent with you, you have the right to appeal to an Independent Rent Assessment Committee. When we propose the new rent, we will send you a letter which acts as a legal notice, which initiates the formal process and gives you the opportunity to lodge an appeal if necessary. In the event of an appeal, the decision of the Committee is binding on both parties and could be more or less than the figure applied for. The process for an Assured Tenancy is similar.

The rent review will not normally include the value of improvements that you have carried out to the property with our consent. It is therefore important that you always seek our consent to any improvements you would like to carry out and that you make sure that these are excluded when the rent is reviewed. This does not apply where the rent has been reduced to allow for the tenant to undertake certain works, for example, at the commencement of a tenancy.

## 7.7 Tenants Deposit Scheme

At the commencement of a tenancy the tenant is usually requested to pay over a deposit (commonly one month's rent). The landlord has 30 days from receipt of the deposit to provide the tenant with details of the Tenancy Deposit Scheme that they are using (known as the prescribed information). If there is no dispute at the end of the tenancy the deposit will be returned to the two parties as agreed. If a dispute has arisen, then the parties will be invited to make use of the alternative dispute resolution process that is provided free within the scheme. Should the parties

opt for alternative dispute resolution they will be bound by its decision with no redress to the courts.

## 8 GETTING INVOLVED

We are keen to find ways to improve how we involve tenants in our work, both to improve our services as a landlord and to enhance the care of our properties.

We welcome these and see them not only as a valuable means of dealing with issues locally but also as a valuable social contribution to the communities we work with.

### 8.1 Getting Your Feedback

We are interested in what you think and welcome your ideas for what else you want to know or what else you think we could do. Please let us have your feedback and your views on issues such as:

- Our policies
- Matters affecting a specific group of tenants and residents
- Improvements to service delivery
- Matters affecting individual tenants and residents, i.e. housing management and maintenance
- The services you require as tenants
- Service changes and improvements

## 9 CHANGES TO YOUR HOUSEHOLD

### 9.1 Succession

If you die, depending on the type of tenancy you have, it is possible for a member of your family, who has been living with you, to take over the tenancy and become the new tenant if they meet certain legal requirements. If the person left in the property does not have a legal right to take over the tenancy, we will look at their circumstances and consider whether we can offer a tenancy. In some cases, we might be able to offer them a tenancy in another home more suited to their needs.

### 9.2 Relationship Breakdown

Our tenancies are usually granted to a single named tenant but if your relationship with your partner breaks down, you will need to speak to us to discuss what this means for your tenancy. We will try to adopt a sympathetic approach depending on the circumstances.

### 9.3 Moving Home

If your family circumstances have changed and you no longer feel your property is appropriate for your needs, we may be able to consider offering you another Estate property. We cannot guarantee to be able to help, as it will depend on what other housing we have in the area and whether anything suitable is available.

## 10 LEAVING THE PROPERTY

When you plan to move out of the property, for whatever reason, your tenancy agreement will usually set out the period of notice you need to give us. If the initial fixed term of your tenancy has expired and you are occupying on a month-to-month basis, we will accept a month's written notice of your intention to move but it is helpful to us to have as much advanced warning as possible.

You must pay the rent for the final month and we ask that you give us a forwarding address.

When you leave the property, you are responsible for the following:

- Clearing the property including any loft spaces, sheds, garages and garden of all your personal belongings.
- Ensuring everyone moves out with you
- Removing and disposing of floor coverings you have fitted unless they are in such good condition that we give you permission to leave them
- Putting right any damage that has occurred – for example, making good the walls, where shelves, etc have been taken down
- Ensuring decorations are left in good order
- Cleaning all surfaces, fixtures and fittings, including bath, toilet, basin, kitchen units, sink, etc. This may include professional cleaning where pets have been kept
- Leaving flues and chimneys in clean condition a certificate from a qualified chimney sweep should be provided
- Leaving solid-fuel appliances in clean condition.

If you do not meet any of these responsibilities, we will re-charge you for any work that you should have done. We will normally try to meet you to inspect your home before you move out. Often a record of condition will have been made of the property at the beginning of the



tenancy and we can point out anything you are responsible for putting right during the visit.

If a deposit is held and property found to be in a satisfactory condition it will be returned to you. If a dispute arises the process outlined in the Tenancy Deposit Scheme will be followed.

Before you leave the property for the last time you need to ensure you have:

- Read any gas, electric and water meters and sent the readings on to your suppliers so they can close your accounts with them, inform us of the name of the supplier
- Told the local council for the purposes of Council Tax
- Told other service providers such as telephone and television services
- Redirected your post to your new address. The Post Office can help with this.

You also need to ensure that your rent account is up to date. You are responsible for rent up to the last day of your tenancy and we will still seek outstanding rent after you have left the property.

Finally, please make sure you return the keys to the Rolle Estate Office unless other arrangements are made.

## 11 COMPLAINTS

We will try our best to give the best service we can. However, we accept that things may go wrong from time to time. We take complaints seriously and encourage people to complain in as positive a manner as possible. We are committed to learning from the complaints received and to making changes to systems and procedures in order to prevent similar complaints from recurring. We will aim to investigate fully all complaints that are made about our service.

### 11.1 How to make a complaint

STEP ONE – if you are dissatisfied about lack of action, poor quality of service or the way in which issues have been handled, you should, in the first instance, try to sort it out with the person you have been dealing with. If you do not already know who is dealing with the matter, the Rolle Estate Office will be able to tell you who

can best solve the problem. Most issues can be resolved at this stage without further escalation.

STEP TWO – if this is not successful, you can take the matter further by writing to the Head of Property and Land. You can send this directly by post, fax or email or you can have someone else (for example an advice worker, solicitor, friend or relative) make a complaint on your behalf. You should provide as much detail as you can and explain why you are not happy with what has happened so far.

Your complaint will be recorded by us. The Head of Property and Land will then allocate a senior member of his/her staff to deal with the matter. Most complaints are usually resolved at this stage.

STEP THREE – if you remain dissatisfied, you can have your complaint raised to the next stage where it will be investigated by Clinton Devon Estates Director or any appropriate manager nominated by him/her.

We will let you know who is handling your complaint and the likely timescale for a response. If the complaint takes a long time to investigate, we will keep you updated on progress.

### 11.2 Access to Information

You have the right to see certain information which we hold about you under the Data Protection Act. You must make a written request giving full details of your name and address and the personal information to which you want access. If you disagree with any of the information, you have the right to have it corrected or to record your disagreement.

To view our privacy policy please visit [www.clintondevon.com](http://www.clintondevon.com). If you do not have access to the internet, please request a paper copy in writing.

CJ December 2022

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## USEFUL CONTACTS

**Clinton Devon Estates** Rolle Estate Office  
Bicton Arena  
East Budleigh Budleigh Salterton Devon  
EX9 7BL

Website: [www.clintondevon.com](http://www.clintondevon.com)  
Email: [mail@clintondevon.com](mailto:mail@clintondevon.com)  
Telephone: [01395 443881](tel:01395443881)  
Fax: [01395 446126](tel:01395446126)

### East Devon District Council

Website: [www.eastdevon.gov.uk](http://www.eastdevon.gov.uk)  
Telephone: 01395 516551

### Torridge District Council

Website: [www.torridge.gov.uk](http://www.torridge.gov.uk)  
Telephone: 01237 428700

### Devon County Council

Website: [www.devon.gov.uk](http://www.devon.gov.uk)  
Telephone: 0845 155 1015

### NHS Direct

Website: [www.nhsdirect.nhs.uk](http://www.nhsdirect.nhs.uk)  
Telephone: NHS 111 Service

**GAS:** if you smell gas or suspect a leak call the **National Gas Emergency Service** number on **0800 111 999**. Turn off the gas at the mains tap, open all windows, turn off electric. Do not turn any power or light switches on or off, do not light any sort of flame or use appliances that could spark.

**ELECTRIC:** If there is an electrical emergency, if safe to do so turn off the electric at the mains and call **Western Power Distribution 0800 6783 105**

**WATER:** If you have a water leak that requires urgent attention, contact Clinton Devon Estates and turn off the water at the mains. If you are unable to turn off the water contact **South West Water** on **0344 345 2020**





CLINTON DEVON ESTATES

[www.clintondevon.com](http://www.clintondevon.com)