

HMO Management Plan

Agreement setting out the measures and procedures for the management of all the communal parts of the HMO *Discharge of Condition 7 of Decision Notice 200357 DN*

There is a three year contract with DC Property Lets to manage 25 Winchester Road and the provisions in this agreement are based on the Assured Shorthold Tenancy Agreement, referred to as the "AST", that will be made with the tenants and the contract between DC Property Lets and the landlord, referred to as the "management contract".

Debra Murr of DC Property Lets can be contacted on 07775 948674.

Measures and Procedures

If there are any issues falling under any of the following headings or to do with any other stipulations in the AST, DC Property Lets will take action as detailed in the section "Enforcement of Measures and Procedures" later in this document.

a) Management of noise from tenants both within the property and externally within the garden

The AST will stipulate tenants:

Not make excessive noise or play any radio, television, audio equipment or musical instruments in or about the Property so as to cause nuisance to other housemates or neighbours.

The management contract states that DC Property Lets will:

Take action to abate any nuisance.

Normally there should be no noise audible outside the property between the hours of 11pm and 9am each day.

b) Management of the disposal of refuse

The AST will stipulate tenants:

Keep the exterior free from rubbish and place all refuse containers in the allocated space for collection. Also to ensure the empty containers are quickly returned to their appropriate position.

The management contract states that DC Property Lets will:

Take action to abate any nuisance.

The inspections carried out by DC Property Lets described in (d) will include these items.

c) General maintenance of the property including all external areas and boundaries.

The AST will stipulate tenants:

Cut grass and trim hedges when required. Keep the garden neat and tidy and maintained to the same standard as it was at the start of the tenancy.

Keep the contents of the Property and the interior of the Property in a good and clean state and condition and not damage or injure the Property or its contents.

Not cause blockage or obstruction to the sinks, basin or toilets, also to the drains and pipes, gutters and channels.

The management contract states that DC Property Lets will:

Be responsible for management of the central heating system, plumbing system, electrical system, house alarm system, fire alarm system and boiler within the premises.

Keep the property in a good repair and condition including carrying out any works to the property.

Maintain the garden and outdoor areas of the Property as and when required.

Take action to clean, repair, decorate, maintain, renew, restore and improve the Property, its contents and all services, paths and roads leading to and from it.

The inspections carried out by DC Property Lets described in (d) will include these items. The tenants are required to look after the garden but a gardener will be deployed if it is found to be required by an inspection.

d) The carrying out of regular inspections by the landlord/agent

The management contract states that DC Property Lets will:

Visit the Property regularly to inspect the general condition and take appropriate action to ensure that tenants are observing the terms of their Lettings(s) and enforce compliance as necessary.

In fact, inspections will be carried out by DC Property Lets at least quarterly.

e) Dealing with general repairs and maintenance

The AST will stipulate tenants:

Cut grass and trim hedges when required. Keep the garden neat and tidy and maintained to the same standard as it was at the start of the tenancy.

Make good any damage to the property.

The management contract states that DC Property Lets will:

Be responsible for management of the central heating system, plumbing system, electrical system, house alarm system, fire alarm system and boiler within the premises.

Keep the property in a good repair and condition including carrying out any works to the property.

Maintain the garden and outdoor areas of the Property as and when required.

The inspections carried out by DC Property Lets described in (d) will include these items.

f) Use of the amenity space and bin and cycle storage

The AST will stipulate tenants:

Take reasonable care to keep any common entrances, halls, stairways, lifts, passageways and any other common parts clean and fit for use by the Tenant and other occupiers. This will include the kitchen, bin and shed.

Make good any damage to the property or the common parts.

The inspections carried out by DC Property Lets described in (d) will include these items.

g) Responsibilities of tenants i.e. refuse disposal, accommodation to be kept in an acceptable manner and take reasonable care so as not to damage the property and behave in a reasonable and social manner so as not to cause a nuisance to other tenants and neighbouring properties.

The AST will stipulate tenants:

Not to do anything on or at the Property which (a) may be or become a nuisance or annoyance to any other occupiers of the Property or owners or

occupiers of the Property or owners or occupiers of adjoining or nearby premises and/or (b) is illegal or immoral.

Not make excessive noise or play any radio, television, audio equipment or musical instruments in or about.

Enforcement of Measures and Procedures

If there are any issues in any of these areas or with regard to any other stipulation of the AST then the management company will take enforcement action.

- The initial action will be a verbal reminder to the tenant of their responsibilities.
- If the issue continues, over a period commensurate with the seriousness of the issue, then this would be escalated to a written warning.
- The final resort if the issue continues, again after a period commensurate with the seriousness of the issue, would be to evict the tenant for breach of contract.

The list of areas listed in condition 7 of the decision notice was pretty exhaustive and no other areas have come to mind while I was drawing up this agreement. If there are other areas that need to be added, please let me know. If there are any additional measures or procedures you feel are required, again, please let me know.

Peter Innes