

**West Property Scotland Limited SC599959**

**t/a West Property**

**Operating Procedures**

## **Contents**

<b>Marketing, Application and Referencing Procedure</b>	<b>2</b>
<b>Rent Collection and Handling Procedures</b>	<b>4</b>
<b>Procedures for Handling Client Monies</b>	<b>7</b>
<b>Repairs Procedures</b>	<b>8</b>
<b>Debt Recovery Procedure (Tenants)</b>	<b>11</b>
<b>Debt Recovery Procedure (Landlords)</b>	<b>12</b>
<b>End of Tenancy</b>	<b>14</b>
<b>Deposit Handling Procedure</b>	<b>19</b>
<b>Key Handling &amp; Access</b>	<b>21</b>
<b>Communications</b>	<b>22</b>
<b>Insurance Policy</b>	<b>23</b>
<b>Complaints Procedure</b>	<b>24</b>

## Marketing, Application and Referencing Procedure

In accordance with the Letting Agent Code of Practice (Scotland) Regulations 2016 we are required to obtain your permission to advertise your property and to erect a lettings board. In signing the landlord agreement per clause 2(w) you are agreeing to us undertaking these activities. Before doing so you should check the title deeds for the property and with the factoring company/residents association (where applicable) to establish whether there are any restrictions on lettings boards being erected at the property. If there are then these should be declared where indicated below.

### Viewings:

We will show the property to prospective tenants on your behalf. We conduct viewings at any reasonable time during office hours. If a tenant lives at the property, we must give them reasonable notice of appointments (at least 24 hours' notice (48 hours' notice for tenants on Private Residential Tenancies)), unless other arrangements for viewings have been agreed with them. We must ensure the tenant is present when viewings take place, unless otherwise agreed. If the tenant refuses access, we have no right to enter the property using retained keys without a warrant. When using retained keys to carry out viewings we will ensure the keys to the property are kept secure and will maintain detailed records of their use by staff including the date the keys were issued, who to and when they were returned. We will take all reasonable steps to ensure the property is left secure after viewings.

### Applications:

We will inform you in writing of all applications made for the property as soon as possible, along with all relevant information about the offer and the applicant. In the case of multiple applications being received we will advise you which application we recommend accepting and seek your instructions on which one to proceed with subject to referencing.

We will stop marketing the property once an application has been received from applicants who we believe to be suitable and who have paid the full deposit.

All adults who intend to occupy the property will be required to complete an application form and provide referencing paperwork. All will be required to provide photographic ID, proof of their current address and all of the following that are appropriate to their circumstances: -

- recent landlord/letting agent reference stating tenancy dates, monthly rent due, details of any arrears, a statement on the condition of the property during or at the end of the tenancy and a statement on whether there were any breaches of the tenancy agreement;
- employer/pension provider/accountant reference on headed paper stating job title, contract length and annual income;
- evidence of any state benefit entitlement;
- last 3 months of current account bank statements;
- letter from university confirming student status;

- for students funded/paid by an organisation or government, evidence of paid income or funding for living expenses.
- their UK visa (for applicants from outside the EU)

Referencing:

In order to ensure they are able to afford the rent, we usually require tenants to have an income of 2.5 times the annual rent and guarantors to have an income of 3 times the annual rent. If the applicant does not meet the income criteria we will require them to provide a UK based guarantor or pay 6 months' rent upfront. Guarantors will be required to provide photographic ID, proof of their current address, an employer/pension provider/accountant reference on headed paper stating job title, contract length and annual income and/or evidence of any state benefit entitlement. Guarantors will also be required to sign a contract in which they commit to cover any outstanding amounts due from the tenant under the terms of the tenancy agreement.

We will take all reasonable steps to confirm the identity of applicants and guarantors and to verify references. We will provide you with a copy of all application and referencing paperwork and seek your approval to proceed with the tenancy.

In arranging and conducting viewings and accepting and processing applications for the property we must not unlawfully discriminate against a person protected by the Equality Act 2010. In particular we must not unlawfully discriminate against a prospective tenant on the basis of their age, disability, sex, gender reassignment, marriage or civil partnership, pregnancy or maternity, race, religion or belief or sexual orientation.

## Rent Collection and Handling Procedures

We will adhere to the following procedure in respect of rent collection and handling, unless alternative arrangements for a particular tenancy/property have been agreed with the landlord in writing. Our standard tenancy agreement requires tenants to pay their rent by bank transfer or standing order. We will endeavour to ensure that every tenant pays their rent in this way but cannot force tenants to do so.

Rent will only be accepted from a tenant named on the tenancy agreement or their guarantor. (unless we have prior written consent from the tenant) In the case of multiple tenants on a joint tenancy and those tenants on individual leases, rent will only be accepted in one lump sum from one of those joint tenants named on the lease (or their guarantor). If a tenant requests a statement of their rent account we will provide one within 2 working days. If a tenant pays their rent in cash we will immediately provide them with a written receipt which states the date of payment, the amount paid and either the amount which remains outstanding or confirmation that no further amount remains outstanding. We will not accept payments of cash over the sum of £1000 and reserve the right to request that a tenant attends at a bank to deposit the cash into our nominated account.

Where tenants pay by standing order, credit or debit card the funds will be paid from the tenant's account into our client account. In the case of payments by cash or cheque, these will be banked daily into our client account.

Rent payments received will be recorded on our management software system on a daily Basis.

Once we have the rent in cleared funds in our dedicated client account, we will

- process it making deductions for our fees and any other costs incurred on the landlord's behalf;
- forward the remaining funds to the landlord's account by bank transfer within 3 days of receiving the rent in cleared funds from the tenant, unless agreed otherwise in writing by the landlord (for example where it has been agreed that we will retain funds from a landlord to cover a large repair invoice);
- at the point we forward funds to the landlord's account, we will also issue the landlord with a clear written statement of all income received and expenditure incurred since the last statement was issued to the landlord.

If at any point the expenditure incurred exceeds the rental income, we will carry forward the debit balance on account until such a time that the landlord is in credit funds, whereafter a statement of all incomes and expenditures will be sent to the landlord. Where expenditure excessively exceeds the rental income received, the landlord will be asked to remit funds to bring their account into credit funds.

Copies of invoices for any expenditure incurred will be retained by us and will be provided to the landlord if requested.

Where a tenant overpays their rent during the tenancy we will normally forward this money to the landlord in accordance with our above procedure, unless we have written agreement from the landlord to retain it.

If a tenant asks us to refund overpaid rent to them we will advise the landlord of this and return it to the tenant within 3 working days of them requesting we do so if we hold sufficient funds for the landlord.

If we do not hold sufficient funds to do so then we will ask the landlord to send us funds within 3 working days in order for us to refund the tenant. We cannot refund the tenant until we receive cleared funds from the landlord. If the landlord fails to send in funds within this timeframe then we will inform the landlord that we will provide the tenant with their contact details to allow the tenant to pursue the landlord directly.

If the landlord still fails to provide funds within this timeframe then we will advise the tenant of this and provide them with contact details for the landlord to allow them to pursue the landlord directly.

If the landlord lives outside of the United Kingdom for 6 months or more per year, they will be classed as a 'non-resident landlord' by HMRC. As a letting agent we are legally required to deduct tax from the rental income of overseas landlords, unless: -

- we have authorisation from HMRC to pay it gross; or
- we provide a tenant finder service only, we collect our own fee for finding a tenant from rent payments, rent is collected for no more than 3 months and the tax is no more than £100.

If we enter into a management contract with an overseas landlord, or if an existing landlord moves overseas, we will inform them of this requirement and invite them to apply to HMRC to receive their rental income gross.

If we receive authorisation from HMRC to pay the rental income gross we will keep a copy of the authorisation letter on file and pay rent to the landlord without making a tax deduction.

Unless and until we receive authorisation from HMRC to pay the rental income gross, we will:

- deduct basic rate tax from the rent (after allowing for any expenses incurred); and
- give the landlord a 'NRL6' certificate by 5th July each year saying how much tax we have deducted.
- If we collect rent for overseas landlords we will comply with the requirements of the HMRC
- 'non-resident landlords scheme', including: -
- registering with HMRC and completing a NRL1 form;
- calculating and paying the tax on rent received for relevant overseas landlords within

30 days of the end of each tax quarter (30 June, 30 September, 31 December and 31 March)

- completing an annual information return and submitting it to HMRC by 5th July each year;
- keeping sufficient records to show that we have complied with the requirements of the scheme.

We have obligations under schedule 23 of the Finance Act 2011 to provide to HMRC on request details of landlords we act for, rents received and deductions made by us on their behalf.

## Procedures for Handling Client Monies

All client money held by us will be held in a client bank account with the Royal Bank of Scotland which is authorised by the Financial Conduct Authority. We have written confirmation from the bank that: -

- all money standing to the credit of that account is client money; and
- the bank is not entitled to combine the account with any other account or exercise any right to set-off or counterclaim against money in that account for any sum owed to the bank on any of the other accounts it holds for us.

We regularly record and monitor all transactions on this account and reconcile these on a working daily basis. Any client money paid to us by automated transfer will be paid directly into the client account. All other client money will be paid into the client bank account within 2 days of receipt by us. Any mixed remittances (payments comprising client and non-client money) will also be paid into the client account. If we receive any unidentifiable transactions, we will treat these as client money until such time as we can identify them. Where we are unable to identify a transaction within 60 days these funds shall be returned to the sending bank.

We will keep precise records of all client money received.

We will remove from the client account money owed to us for goods or services as soon as possible and at least on a monthly basis. Money held in our client account which is due to a landlord or tenant will be paid to them as soon as is reasonably practicable and without any unnecessary delay or penalty, unless agreed otherwise in writing (for example where it has been agreed that we will retain funds from a landlord to cover a large repair invoice). For further information see our written procedure on rent collection and handling.

Where a landlord or tenant requests money to be paid to them which we are holding in our client account, such a request must be made in writing. At the commencement of a letting/property management service agreement, we will ask landlords to provide bank details, which we shall retain on file. Where a landlord requests the transfer of funds electronically to a bank account which differs from the account details given to us in writing at the outset of the service agreement, they must provide us with confirmation of their alternative nominated bank account in writing, and which must be signed by them. Where a tenant requests the transfer of funds electronically they must provide us with confirmation of their nominated bank account in writing, and which must be signed by them. Bank details provided by email will not be accepted due to cyber-security risks. Where a landlord requests information regarding money we are holding on their behalf, such a request must be made in writing. We aim to respond to such a request within 3 days. John Lornie, Finance Director, is responsible for overseeing the day to day running of the client account and the handling of client money within the business. We hold a client money protection insurance policy with CMP and will provide details of this policy to landlords and tenants on request.

We hold a professional indemnity insurance policy with Alan Boswell Insurance Brokers and will provide details of this policy to landlords and tenants on request.

## Repairs Procedures

We will adhere to the following procedure when repairs and maintenance are required to a property, unless alternative arrangements for a particular tenancy/property have been agreed with the landlord in writing.

The landlord is responsible for carrying out repairs and maintenance to ensure that the property meets the Repairing Standard. The Repairing Standard states that:

- The property must be wind and watertight and in all other respects reasonably fit for people to live in.
- The structure and exterior (including drains, gutters and external pipes) must be in a reasonable state of repair and in proper working order.
- Installations for supplying water, gas and electricity and for sanitation, space heating and heating water must be in a reasonable state of repair and in proper working order.
- Any fixtures, fittings and appliances that the landlord provides under the tenancy must be in a reasonable state of repair and in proper working order.
- Any furnishings that the landlord provides under the tenancy must be capable of being used safely for the purpose for which they are designed.
- The property must have a satisfactory way of detecting fires and for giving warning in the event of a fire or suspected fire;
- The property must have satisfactory provision for giving warning if carbon monoxide is present in a concentration that is hazardous to health.

The tenant is responsible for and will have to pay for any repair which is the result of tenant negligence or damage. Tenants are also responsible for replacing consumables such as batteries in smoke detectors and bulbs in light fittings. Assuming access to such fittings is possible. If for example, there are high ceilings, the landlord should provide steps in the property to facilitate safe access.

Any non-emergency defect with a property or the landlord's fixtures and fittings must be reported as soon as possible to our office during office hours.

Our Office Hours are Monday - Friday from 9am - 5pm. Repairs should in the first instance be reported online to [repairs@rentlocally.co.uk](mailto:repairs@rentlocally.co.uk) or using our online form, which can be accessed here <https://rentlocally.fixflo.com>.

Where necessary, we will visit the property as soon as is reasonably practicable to assess the problem reported and determine the action required. We will then organise repairs to the property if authorised to do so by the landlord. We, or a contractor engaged by us, will contact the tenant to arrange access to carry out the remedial work.

If not authorised to do so, we will notify the landlord of the need for a repair as soon as we are made aware of it by the tenant, seek the landlord's instructions and notify the tenant of these. We will keep the tenant updated as to the progress of their repair request, what action

we have been instructed to carry out by the landlord and an estimated timescale for same. Unless they have prior written agreement to do so, tenants must not arrange for repairs to be carried out themselves.

#### Emergency calls?

If a serious fault occurs outside normal working hours, and it isn't safe to wait until the next working day to report it, you should **contact our emergency out of hours repairs number which is 0845 643 6138.**

Emergency repairs are those where:-

- there is a serious and imminent risk to health and safety; and/or
- there is a serious and imminent risk to the structure of the building; and/or
- there is a serious and imminent risk to the security of the property.

**Examples are:**

- no cold water to kitchen sink (but check with neighbours to see if it affects other homes and if so contact Scottish Water on 08000 778 778)
- blocked toilet (but only if there is no other toilet in the property)
- leaking soil pipe or blocked drain with sewage coming up
- broken lock, door or window (but only if it makes the property insecure)
- electrical fitting smoking or scorching
- complete or part power failure within the property (but first check the switches on the consumer unit. Also check with neighbours to see if it affects other homes and if so contact Scottish Power (0845 2727 999) or Scottish Hydro (0800 300 999). You can determine this by locating the MPAN number on your electricity bill - if it starts 17 then the distributor is Scottish Hydro; 18 for Scottish Power. It will be one or the other - if you are not sure, call both.)
- no heating or hot water between 1st October and 31st March only or at any time of year if there is a vulnerable person in the property (for example a young baby or someone who is elderly or disabled)
- there is a smell of gas or the carbon monoxide detector is sounding (in this case call the National Gas Emergency Service immediately on 0800 111 999)
- a burst pipe or roof/ceiling leak that at least fills a household bucket overnight or that is affecting the electrics (if the leak is from another property speak to the owner/occupier of that property who must arrange the repair).

You should contact us as soon as the office re-opens to inform us of the emergency, what action you took, and whether any follow up work is required. If follow up work is required we will follow the procedure set out in the "reporting non-emergency repairs" section above.

We aim to ensure repairs are completed within the following timescales: -

- Emergency repairs – made safe within 24 hours and completed within 5 working days
- Routine (non-emergency) repairs – completed within 10 working days

The vast majority of repairs will be completed within the timescales outlined above but occasionally there will be circumstances outwith our control which may cause delays including: -

- having to wait on delivery of parts needed to complete repair; or
- awaiting consent from the landlord to proceed with the repair; or

- the landlord requiring multiple quotes before agreeing to proceed with the repair; or
- awaiting consent from other owners to proceed with the repair in the case of common repairs/maintenance e.g. to roof in block of flats; or
- adverse weather conditions; or
- tenant placing restrictions on when access is available to property.

Where there are delays to repairs and maintenance work we will keep the tenant and landlord informed.

## **Debt Recovery Procedure (Tenants)**

The date that you are required to pay your rent is detailed in your tenancy agreement. If you are unable to make payment in full by that date please contact the office as soon as possible to discuss the situation.

Your tenancy agreement sets out the charges, if any, that will apply if your rent is not paid in full and on time.

We will contact you by telephone, email and/or letter within 3 days of the rent falling overdue to discuss your arrears and request that payment is made in full. Should you continue to fail to make payment of rent which is overdue, we will contact any guarantor for the tenancy within 14 days of the rent falling overdue to discuss matters with them and request payment.

8

If at any point there is a dispute over the amount of rent outstanding we will provide you with a clear written rent statement and offer to meet you face to face to explain the statement.

If you fail to pay the rent the landlord may take legal action against you to end the tenancy and to recover the rent arrears from you or your guarantor.

If there is more than one tenant named on the tenancy agreement, all tenants are jointly and severally responsible for ensuring that the rent is paid in full and on time. If the rent is in arrears we may pursue any joint tenant or all of them for payment.

If there is a guarantor for the tenancy we may pursue them for payment if the rent is in arrears. If there is more than one guarantor for a tenancy we may pursue any guarantor or all of them for payment.

If you receive housing benefit from local housing allowance or universal credit then it is your responsibility to ensure that the rent is paid in full and on time as required by the tenancy agreement. If the housing benefit you are entitled to is less than the monthly rent then you are responsible for paying the difference in full and on time.

If you are struggling to pay your rent we recommend that you seek advice as soon as possible. If you're in rent arrears or having difficulty in paying your rent then you can get free advice from:

- Shelter Scotland
- Citizens Advice Scotland
- The Money Advice Service
- Scotland's Financial Health Service
- StepChange

In contacting tenants or guarantors who owe money, we will not act intimidatingly or threateningly, misrepresent our authority or the correct legal position.

## **Debt Recovery Procedures (Landlords)**

The date the tenant is required to pay their rent is detailed in their tenancy agreement. We cannot guarantee that the tenant will pay on time but will make every effort to ensure they do. We will monitor rents regularly and check for arrears at least daily.

If the rent is in arrears, we will adhere to the following procedure, unless alternative arrangements for a particular tenancy/property have been agreed with the landlord in writing. If the rent is 3 days late we will endeavour to contact the tenant by telephone and letter emailed to them to bring this to their attention, request an explanation as to why the rent has not been paid and inform them that they are required to pay it immediately. If the tenant is 9

not contactable by telephone then we will send them a letter or email which draws their attention to the arrears and asks them to ensure payment is made immediately or contact the office by telephone if they do not expect to be able to pay within this timeframe.

If the rent remains unpaid after following the above procedure, we will contact the landlord in writing to advise them of the situation after the debt is greater than 14 days old.

We will endeavour to contact the tenant by telephone again to bring the arrears to their attention, request an explanation as to why the rent has not been paid and inform them that they are required to pay it immediately. We will also send the tenant a letter or email which:

1. states that the rent is still in arrears despite the previous reminder;
2. asks them to ensure payment is made within 2 days or contact the office by telephone if they do not expect to be able to pay within this timeframe;
3. states that if they fail to pay the rent within this timeframe the landlord may begin legal action to recover the property and/or the arrears; and
4. warns them that a late payment charge or interest may be applied if rent is not received within 2 days (if the tenancy agreement allows for this).

If the tenant has a guarantor we will also contact them at this point to request payment. We will endeavour to make contact by telephone and also issue them with a written request for payment.

If the rent remains unpaid despite the above two reminders, we will contact the landlord in writing to advise them of the situation. We will also continue to chase the tenant (and guarantor, if applicable) for payment by telephone or in writing at least once a week and will keep a written log of these actions and any response received from them. If the tenancy agreement allows for a late rent charge or interest then we will apply it at this point in the procedure.

We will also endeavour to arrange a meeting with the tenant, ideally at the rental property, to discuss the rent situation and, where applicable, signpost the tenant to other sources of advice and assistance.

If we suspect or know that the tenant is in receipt of housing benefit such as local housing allowance or universal credit, we will contact the appropriate body to advise them of the arrears and apply for any housing benefit to be paid directly to us rather than to the tenant. In the case of universal credit, we will also apply for a regular deduction to be made from the tenant's claim to pay off the arrears.

If, despite the above actions being followed, it appears that the tenant is not going to pay the rent, we will advise the landlord of alternative options for chasing the arrears such as

instructing a third party debt collection agency or the landlord pursuing the tenant through legal channels such as the Simple Procedure Claim to recover the arrears. We will also discuss with the landlord the option of serving notice to end the tenancy.

10

If at any point the tenant disputes the debt we will provide them with a clear written rent statement and offer to meet them face to face to explain the statement.

If at any point we believe that the tenant is struggling to manage their finances, we will signpost them to places they can seek advice such as Citizen's Advice Bureau.

In the case of there being multiple or joint tenants/guarantors for a tenancy, we will follow the above procedure to pursue all the tenants and guarantors.

In contacting tenants or guarantors who owe money, we will not act intimidatingly or threateningly, nor misrepresent our authority or the correct legal position.

In the case of the tenant incurring debts other than rent arrears (for example damages to the property not covered by the deposit), we will follow all of the procedures outlined in stages 1-4 above that are applicable to the type of debt.

## **End of Tenancy Procedure**

We will adhere to the following procedure when managing the end of a tenancy, unless alternative arrangements for a particular tenancy/property have been agreed with the landlord in writing.

### **Section A: Assured & Short Assured tenancies**

#### **Termination by tenant giving notice**

On receipt of notice from the tenant we will: -

check that the notice complies with the terms of the tenancy;

if it does, we will reply to the tenant in writing acknowledging receipt of the notice, providing a date and time for a final inventory check and advising them of our end of tenancy procedures and their end of tenancy responsibilities such as the standard of cleaning required and the closing of utility and council tax accounts; and

inform the landlord in writing that a valid notice has been received and seek their instructions on whether the property is to be remarketed.

If the notice does not comply with the terms of the tenancy we will: -

reply to the tenant in writing advising them that their notice is not valid and giving the reasons why; and

inform the landlord that an invalid notice has been received.

**Joint tenancies** - If notice is received from a joint tenant during the fixed term of the tenancy we will inform them that they will remain responsible for the terms of the lease until the end of the fixed term, or until a new tenancy is approved by the landlord and signed, whichever is sooner.

If notice is received from a joint tenant after the fixed term of the tenancy we will first check that the notice complies with the terms of the tenancy. If the notice is correct we will: -

reply to the departing tenant in writing acknowledging receipt of the notice;

write to the remaining tenant(s) advising them that a notice has been received from the joint tenant, that the lease will continue after a specified date in their sole name(s) in terms of which they will be solely responsible for all tenant obligations, and asking them to make contact with us as soon as possible to discuss matters further;

inform the landlord in writing that a valid notice has been received from one tenant but that the lease will continue in the name of the remaining tenant(s);

where we have concerns about the ability of the remaining tenant(s) to pay the rent, we will discuss with the landlord their options for serving notice to end the tenancy.

Where a joint tenant is not being replaced by a new tenant, no final inventory check will be carried out or deposit returned as the tenancy will continue in the name of the remaining tenant(s).

In the event of a joint tenant being replaced by a new tenant; the new tenant will pay the departing tenant their share of the deposit back. The new tenant will automatically assume responsibility of the lodged share of the deposit the departing tenant once held. No inventory check will be carried out unless the new tenant refuses to sign the original inventory without amendments being made.

### **Termination by landlord giving notice**

If the landlord asks us to end the tenancy we will explain the correct procedures to them. This will depend on the type of tenancy and the reason the landlord wishes to end the tenancy.

### **Termination at the ish of a Short Assured Tenancy**

If the landlord wishes to end the tenancy in accordance with section 33 of the Housing (Scotland) Act 1988, we will: -

serve on the tenant a Notice to Quit and a Section 33 notice giving at least two months' notice and expiring on an ish date;

serve these notices by recorded delivery or sheriff officers; and

contact the tenant following the serving of notices to establish that the tenant understands what the notices require and that they intend to leave on the date given in the notices.

If the tenant voluntarily leaves after receiving these notices we will complete the end of tenancy procedure set out in section C below.

If the tenant does not leave on the date required in the notices we will inform the landlord that they will need to begin proceedings for eviction at the First-tier Tribunal for Scotland (Housing & Property Chamber). Where an eviction is granted by the Tribunal we will complete the end of tenancy procedure set out in section C below.

### **Ending a short assured/assured tenancy using AT6 procedure**

If the landlord wishes to end an assured tenancy, or wishes to end a short assured tenancy before the fixed term has ended (usually because the tenant has committed a serious breach during the fixed term), we will inform the landlord that they are required to use the AT6 procedure. In these circumstances we will: -

inform the landlord that they may wish to instruct a solicitor to issue this notice and to raise proceedings for eviction at the First-tier Tribunal for Scotland (Housing & Property Chamber);

where an eviction is granted, complete the end of tenancy procedure set out in section C below.

## **Section B: Private Residential Tenancies**

### **Termination by tenant giving notice**

On receipt of notice from the tenant we will: -

check that the notice complies with the terms of the tenancy;

if it does, we will reply to the tenant in writing acknowledging receipt of the notice, providing a date and time for a final inventory check and advising them of our end of tenancy procedures and their end of tenancy responsibilities such as the standard of cleaning required and the closing of utility and council tax accounts;

inform the landlord in writing that a valid notice has been received and seek their instructions on whether the property is to be remarketed.

If the notice does not comply with the terms of the tenancy we will: -

reply to the tenant in writing advising them that their notice is not valid and giving the reasons why

offer a drafted template notice for the tenant to fill in as and when they intend to do so

### **Joint tenancies**

If notice is received from a joint tenant we will inform them that one joint tenant cannot terminate the tenancy on behalf of all joint tenants and that they will therefore remain responsible for the terms of the lease until notice is received from all tenants or a new tenancy is approved by the landlord and signed.

In the event of a joint tenant being replaced by a new tenant, it will be up to the new tenant to fund their share of the deposit to the outgoing tenant (unless deductions are required). No inventory check will be carried out unless the new tenant refuses to sign the original inventory without amendments being made.

### **Termination by landlord giving notice**

If the landlord asks us to end the tenancy we will explain the procedure to them.

If the landlord wishes to end the tenancy and has grounds for doing so, we will: -

serve on the tenant a Notice to Leave giving sufficient notice as required by statute;

serve the notice by one of the following methods: -

by handing it to the tenant

by sending it by recorded delivery post to the property address

by emailing it to the tenant's current email address (if the tenant has previously agreed that email is their preferred contact method) and allow 48 hours for the email to be received and read

contact the tenant following the serving of notice to establish that the tenant understands what the notice requires and that they intend to leave on the date given in the notice.

If the tenant voluntarily leaves after receiving this notice we will complete the end of tenancy procedure set out in section C below.

If the tenant does not leave when required to on the notice we will: -

inform the landlord that they will need to begin proceedings for eviction at the First-tier Tribunal for Scotland (Housing & Property Chamber); and

where an eviction is granted, we will complete the end of tenancy procedure set out in section C below.

### **Section C: Procedures relevant to all tenancy types**

On the day the tenant vacates, or as soon as possible thereafter, we will: -

inspect the property at a time agreed with the tenant, unless there is a good reason not to have the tenant present (e.g. history of abusive behaviour towards staff), to carry out a final inventory check and take final meter readings;

prepare a written final inventory check report with photographs of any damage or cleaning required;

note any repairs that need to be carried out by the landlord;

if the tenant was unable to be present at the checkout inspection, inform them of the outcome of the inspection and any issues identified and, once available, provide them with a copy of the final inventory check report including any recommendations for retaining all/some of the deposit to cover the cost of any remedial works;

notify the utility suppliers and local authority that the tenant has vacated and that the landlord is responsible for any utility and council tax bills until a new tenant moves in;

provide the landlord with a written report on our findings, including any recommendations for retaining all/some of the deposit and then follow the deposit return procedure outlined below.

## Deposit Handling Procedure

Landlords who take a deposit for a rental property in Scotland are required, within 30 working days of the start of the lease, to: -

1. pay the deposit into a government approved tenancy deposit scheme; and
2. provide the tenant with written information about the deposit and the circumstances under which it can be claimed by the landlord at the end of the lease.

These requirements were introduced by the Tenancy Deposit Schemes (Scotland) Regulations 2011.

Where instructed to lodge deposits on your behalf, we will comply with the above requirements. Our standard policy is to require tenants to pay a deposit of up to two months rent which is the maximum allowable by law. On most occasions the deposit will be one months rent plus £100. In some circumstances no deposit is taken, only with the approval from the landlord to let the property with no deposit.

Should you require us to apply for any deductions from the deposit at the end of the tenancy we will charge a deposit administration charge of £25 + VAT . Please note that we do not guarantee that the deposit scheme will approve deductions applied for by us and we will not reimburse the administration charge under these circumstances.

If there are no deductions required from the deposit we will ask the deposit scheme to refund the deposit to the tenant.

If there are deposit deductions required we will: -

1. give the tenant clear written information about what has been identified during the check-out process and the proposed remedial costs with reference to the inventory;
2. once deductions have been calculated, try to agree with the tenant the amount of deposit to be retained;
3. contact the deposit scheme with a proposal for the repayment of the deposit.

In the case of a deposit dispute, we will submit documentation to the scheme to evidence any deductions on behalf of the landlord where instructed to do so. In order to avoid any delays in re-letting the property we will, if we hold sufficient funds for landlord, arrange for remedial works to be carried out while the deposit dispute is being resolved.

### Abandoned properties

If we have reason to believe that a tenant has abandoned a property we will seek instructions from the landlord on how they wish to proceed. We will explain to them that the correct procedure to follow is to either obtain written confirmation from the tenant that they want the tenancy to be ended, or if the tenant is uncontactable the landlord should serve notice and

obtain an order from the First-tier Tribunal for Scotland (Housing and Property Chamber) for eviction.

### **Abandoned items**

If a tenant leaves behind possessions in a property after they have vacated, we will follow the procedure agreed in the tenancy agreement.

If there is no such procedure agreed in the tenancy agreement, we will: -

make attempts to contact the former tenants setting out that if the items are not collected within a specified period, then they will be disposed of and if they are sold, then any sums realised will be used against any rent arrears or claims against the tenant including potential storage costs;

keep records of any attempts made to contact the tenants;

take a detailed inventory of the items left;

if the items are sold, we will keep full records of the sale and the sums received.

## Key Handling and Access

### Key Management:

All keys held by us will be kept secure in a locked cabinet within our office, will be kept separate from property information and will be labelled using a coding system. Details of key codes will be stored securely in digital format and can only be accessed by authorised staff members. The key code database will be regularly backed up to ensure that information can be recovered in the event of a system failure.

We will maintain detailed records of the use of keys by staff and authorised third parties including the date the keys are uplifted from the office, who they are issued to and when they are returned. When keys are not returned within one week we will carry out checks to ensure that they are still in the possession of the person who uplifted them and that they have a good reason to continue holding them.

We will take reasonable steps to ensure keys are only given to suitably authorised people.

When accessing properties which are unoccupied or where the tenant is not present we will take all reasonable steps to ensure the property is left secure.

### Access:

When access is required to properties which are tenanted we will give tenants reasonable notice of who will visit the property and the reason for this. We will make it clear to the tenant or occupier beforehand if a third party will visit the property unaccompanied by the agent.

We will give the tenant or occupier at least 24 hours' notice (48 hours' notice for tenants on Private Residential Tenancies) of our intention to access the property unless the situation is urgent.

We will ensure that the tenant is present when the property is accessed and visit at reasonable times of the day unless otherwise agreed with the tenant.

We will only use retained keys to enter the property without the prior agreement of the tenant in an emergency. Emergency situations are those where: -

- there is a serious and imminent risk to health and safety; and/or
- there is a serious and imminent risk to the structure of the building; and/or
- there is a serious and imminent risk to the security of the property.

If the tenant refuses access, we, the landlord or any third party must not enter the property using retained keys without a warrant, except in an emergency.

## **Communications**

We will communicate with the landlord and any tenants by telephone, email and/or letter and will deal promptly in response to reasonable requests and communications from them.

Our contact details are as follows: -

**Tel: 01631 569 466**

**Email: [info@west-property.co.uk](mailto:info@west-property.co.uk)**

**Post: West Property, 120 George Street Oban PA34 5NT**

Where requested to do so, we will try to accommodate a landlord or tenant's preferred method of communication, wherever possible.

We will aim to acknowledge communications within 5 working days, respond in full to urgent communications within 7 working days and respond in full to all other communications within 10 working days.

There may occasionally be circumstances outwith our control which prevent us from adhering to these timeframes. These include: -

- when the office is closed for weekends or public holidays;
- where adverse weather or sickness has led to staff shortages;
- where we cannot respond in full without the input of a third party (e.g. contractor, landlord, tenant) who is not available;
- where we cannot respond in full without visiting the rental property and the tenant is restricting access;
- where we cannot respond in full without the input of a key member of staff who is not available.

If we are unable to respond in full within the timeframes outlined above, we will keep you informed of when you can expect a response.

We will not communicate with landlords or tenants in any way that is abusive, intimidating or threatening.

A copy of our complaints procedure will be made available on request.

As you may be aware, letting agents in Scotland have to adhere to a statutory code of practice which can be found at <http://www.legislation.gov.uk/ssi/2016/133/schedule/made>

## **Insurance Policy**

We will only assist with an insurance claim on behalf of a landlord if we have the landlord's written instruction to do so. The charge for this service will be agreed with the landlord in writing in advance of any work being undertaken.

In common with most letting agents, we are not regulated by the Financial Conduct Authority and cannot therefore deal with any regulated. Regulated activities include notifying the insurer of a claim and completing a claim form.

The policyholder will need to submit and deal with a claim. We will provide details of the loss to the landlord and seek instructions from them on how many quotes they require for remedial works.

We will obtain quotes for remedial works if these are required by the insurer and submit these to the insurer. If the insurer wishes to send a loss adjuster to the property, we will arrange access to the property for them and we will meet them at the property.

### **If insurer agrees to remedial works being carried out by a third-party contractor: -**

Once the insurer has approved a quote and agreed that remedial works can commence, we will arrange access to the property for contractors carrying out the works. Once the remedial work has

been completed we will carry out an inspection to check that the standard of the work is Satisfactory.

If it is not then we will ensure the contractor returns to rectify faults with the work before their invoice is submitted to the insurer for payment.

### **If insurer wishes to arrange remedial works themselves using their own contractors: -**

We will arrange access to the property for contractors carrying out the works. Once the remedial work has been completed we will carry out an inspection to check that the standard of the work is satisfactory. If it is not then we will contact the insurer to make them aware of this and ask that they arrange for their contractors to return to rectify faults with the work.

We will update the landlord on the progress of the claim on a regular basis.

## **Complaints procedure**

We are committed to providing a high-quality service to all our clients. When something goes wrong, we need you to tell us about it! This will help us to improve our standards. The purpose of the complaint's procedure is to deal with your grievance promptly, effectively, fairly and where possible, turn a potentially negative situation into a very positive one through our care and attention. Where a complaint is in reference to a third party company the below will not apply and the complaint should be made to them directly.

For ease we have detailed our complaints processes below.

### COMPLAINTS PROCESS

1: Please write (by letter or email) with the details of your complaint, setting out the reasons clearly for your grievance(s) together with dates, names of any staff members you dealt with and including any supporting evidence.

**Lettings or Sales Department – info@west-property.co.uk**

On receipt of your complaint we will adhere to the following procedure: -

#### **Stage 1**

The Department Manager is required to acknowledge your complaint in writing (letter or email) within 3 working days of receiving it giving you a named contact who will be dealing with the complaint.

#### **Stage 2**

The department manager will then investigate your complaint and will send you a detailed written reply including their suggestions for resolving the matter, within 15 working days of us receiving your complaint in writing. There may occasionally be circumstances out with our control which prevent us from adhering to this timeframe. These include: -

- when the office is closed for public holidays;
- where adverse weather or sickness has led to staff shortages;
- where we cannot respond in full without the input of a third party (e.g. contractor, landlord, tenant) who is not available;
- where we cannot respond in full without visiting the rental property and the tenant is restricting access;
- where we cannot respond in full without the input of a key member of staff who is not available.

We will contact you if we are unable to respond within this timeframe with the given reason, and let you know when we aim to respond by.

#### **Stage 3**

Upon receipt of the Department Manager's response under Stage 2, should you not be satisfied you may write to our Director at the address below and we will carry out a separate and detached review of your complaint. This will result in a final view ("Final View") which will be sent to you within 15 working days of the matter being escalated, by you in writing, confirming our final position on your complaint and explaining our reasons:

**Commercial Director – Gavin MacKinnon**  
**West Property Scotland Limited, 120 George Street, Oban, PA34 5NT**  
**Email: g.mackinnon@west-property.co.uk**

#### **Stage 4**

Should you still be dissatisfied after receiving our Final View, then you may refer the complaint to the The Property Ombudsman Scheme of which West Property is a member of and whose details are below. Please note that in order for the Ombudsman to consider you, you must refer your complaint within 12 months of receiving our "Final View" and following exhaustion of the above stages.

**You can contact the Property Ombudsman at –**  
**The Property Ombudsman, Milford House, 43-55 Milford Street, Salisbury SP1 2BP**  
**01722 333306**

West Property will be registered with the Scottish Letting Agent Register (registration number LARN 1809024) and is required to adhere to the Scottish Letting Agent Code of Practice 2018 <https://www.gov.scot/publications/letting-agent-code-practice/>.

In accordance with the code we will retain (in electronic or paper form) all correspondence about a complaint for five years.