

PROPERTY MANAGEMENT DIVISION

FREQUENTLY ASKED QUESTIONS

Summary of Questions Covered

I have not paid my rent on time. Will I be charged?

My bank has said that my payment has definitely gone out of my account. You have sent me a letter to say you have not received payment.

I want to leave my tenancy before my AST expires. How do I go about doing this?

We are on a joint tenancy agreement. One of our flatmates is not paying their share of the rent. We have paid our portion but cannot afford to pay for this person's rent. What will happen in these circumstances?

I have some outstanding maintenance issues. Do I have to continue paying my rent, as I don't see why I should pay rent when maintenance works are not being carried out?

My parents have been asked to guarantee my rent payments. However, I am on a joint tenancy. Does this mean that my parents guarantee all of the rent due?

One of our flatmates is making life very difficult for his/her fellow tenants. What should we do?

I am on a joint tenancy. I don't want to set up a house account. Can I pay by cheque for my portion of the rent?

I am going to be away from my property for a while. Is it ok if I pay my rent when I return?

Q: I have not paid my rent on time. Will I be charged?

A: If you have received a 'late rent payment' letter from us, you will be charged £20 + VAT to cover the cost of this letter. We need to levy this charge to cover our costs and, from time to time, costs incurred by the landlord. It is important to understand that most landlords have significant mortgage commitments and rely on the rent coming in to cover these commitments.

Q: My bank has said that my payment has definitely gone out of my account. You have sent me a letter to say you have not received payment.

A: If you have set up your own Standing Order or transfer or arranged a transfer via your internet account, it may well be that you have not set up the correct reference (you should always use our Standing Order

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Development Division

E: development@adderstonegroup.com

Construction Division

E: construction@adderstonegroup.com

Property Management Division

E: propertymanagement@adderstonegroup.com

Block Management

E: blockmanagement@adderstonegroup.com

Trading Division

E: trading@adderstonegroup.com

General Enquiries

E: office@adderstonegroup.com

mandate). We often receive payments with no name or property address and therefore we do not know who this payment belongs to and cannot allocate it to the correct account. Payments received in this manner go into a 'Suspense' account, until such time as we know whose account to allocate it to. It is your responsibility to make rent payments in accordance with the contract you have entered into. If you have not done so, you need to prove to us that you have paid before we can allocate a given payment to your account.

Q: I want to leave my tenancy before my AST expires. How do I go about doing this?

A: You have entered into a tenancy for a fixed period of time and cannot terminate it prematurely. In exceptional circumstances, we may allow a tenant to find a suitable replacement tenant. You would need to inform the office in writing of the extraordinary circumstances that have led to you seeking to move out of your property. Please bear in mind that under such circumstances, it would be your responsibility to find a suitable replacement tenant to take over your tenancy. You will still be liable for the condition of the property and for the rent due, until such time as you can find a replacement tenant. At certain times of year, we may be able to find a replacement for you. There will be a fee charged for this service. The reason tenancies are for a fixed term is that lettings tend to be very seasonal. In other words, it is much harder to let properties at certain times of year than it is at others. The end dates offered to tenants when they sign up for a fixed term are designed to tie in with periods when there is strong demand for rental properties (normally over the summer months).

Q: We are on a joint tenancy agreement. One of our flatmates is not paying their share of the rent. We have paid our portion but cannot afford to pay for this person's rent. What will happen in these circumstances?

A: You have entered into a joint contract and are joint and severally liable for all rent. You will need to continue to pay your share of the rent and also cover the share of the rent that your housemate is not paying. You need to advise us in writing at the earliest opportunity of the tenant who is not paying and we will write to the person concerned. If the arrears continue, it is very likely that we will have to commence court proceedings. You need to make sure that you keep proof of your payments to prove that you have paid your share of the rent. The court action will be determined by our client, the landlord of the property. You will be contacted in writing to advise you of the action the landlord wishes to take but is likely that the landlord will instruct us to rely on the joint and several contract and, as such, even those people who have paid their share of the rent may receive a County Court Judgement against them. It is therefore important that you know the people you are intending to share a house with well. It may well be worth drafting an agreement between housemates in relation to what should happen if one person stops paying his/her portion of the rent.

Q: I have some outstanding maintenance issues. Do I have to continue paying my rent, as I don't see why I should pay rent when maintenance works are not being carried out?

A: It is important that you do not breach any terms of your AST. If our maintenance department have failed to carry out any works as necessary, then you should make a formal complaint, in line with our Complaints Procedure. You cannot withhold rent in relation to a maintenance query and should a dispute escalate the Court will take a far less sympathetic view on any tenants who do withhold rent. We pride ourselves on how well our properties are maintained but some maintenance issues can be complex, especially when dealing with old properties. We rely on proper and up-to-date communication from tenants in order to be able to deal correctly with maintenance issues.

Q: My parents have been asked to guarantee my rent payments. However, I am on a joint tenancy. Does this mean that my parents guarantee all of the rent due?

A: The guarantor is only asked to sign on behalf of the portion of the rent due from the person whose rent they are guaranteeing. There is a specific clause in the guarantee form to clarify and confirm this.

Q: One of our flatmates is making life very difficult for his/her fellow tenants. What should we do?

A: You need to contact us in writing as soon as possible. We will contact all tenants to offer advice and mediation in order to try to resolve these issues.

Q: I am on a joint tenancy. I don't want to set up a house account. Can I pay by cheque for my portion of the rent?

A: No. Your AST stipulates that we only accept payment in one single amount, payable by standing order. You will be in breach of your tenancy should you pay by cheque and if you still choose to do so, you will be charged for this breach. Also, this is the safest way for you to ensure that your housemates are paying their portion of the rent.

Q: I am going to be away from my property for a while. Is it ok if I pay my rent when I return?

A: No. You should have set up a standing order with your bank as per the terms of your AST. Any late payments will be chargeable as per the terms and conditions of your AST. Your landlord relies on this rent payment in order to meet his or her mortgage commitments.

REFER A FRIEND

At Adderstone, we believe word of mouth is the best form of marketing and, in particular, endorsement by former or current tenants.

At certain times of the year, we offer current and past tenants introductory fees if they 'refer a friend' to us and they subsequently let a property through Adderstone.

If you would like to recommend our properties and service to prospective tenants, please email seandamer@adderstonegroup.com to find out whether we currently have any incentives running. Earnings potential is surprisingly high.