THE HOUSING OFFICE

**BUILDING 572** 

**RAF ALCONBURY** 

**HUNTINGDON** 

**CAMBS** 

**PE28 4DA** 

# Landlord & Letting Brochure



**HOUSING MANAGEMENT SPECIALISTS:** 

**Connor Tate, Sue Crane & Liam Dupree** 

Tel No: 01480 843518

Email: 423ces.housing@us.af.mil

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# THE RAF ALCONBURY HOUSING OFFICE

RAF Alconbury is an active station located in Huntingdon, primarily a support base for RAF Molesworth. The base is a well-known landmark for the local community and has been open since 1938 when it was used as a Bomber command station. Since 1942, the base has been in use by the United States Air Force who have maintained their presence in the area to this day.

The RAF Alconbury Housing Office is situated on the RAF Alconbury Airbase and managed and run by Local National Direct Hires, M.O.D Civil Servants, and GS Civilians (American Civil Servants). Our role is to assist visiting Forces Personnel with finding suitable housing for their stay in the UK. We run a partnership program with local landlords to make the transition a straightforward procedure. This program involves working directly with landlords, advertising their properties for incoming personnel to the base.

We are not letting agents, however some of the roles we perform are similar to those carried out by agents. We will advertise the property on our website, draft lease/tenancy agreements, carry out detailed inventories, providing advice throughout the tenancy and arbitrate at move out appointments.

This brochure will provide information on the processes involved with letting through the RAF Alconbury Housing Office, offering general guidance.



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# LETTING THROUGH THE RAF ALCONBURY HOUSING OFFICE

# **STEP 1: The New Let Appointment**

A Housing Specialist will need to visit the property. During this appointment, we will explain how we operate, the tenancy agreement, answering any questions you may have about working with the United States Air Force. We will measure up, taking details of the property, including photographs to create an advert, providing a current open market rental valuation. We will also take this opportunity to point out any health and safety issues, or any items that are mandatory to rent through us. This will give you the opportunity to address any issues before a tenant moves in.

# STEP 2: Advertising the property

We use a website that is tailored for the United States Air Force Personnel or any other personnel associated with the Government, as well as having a viewing room where the property advert will be displayed. Your contact details will be included on the advertisement and any prospective tenants will contact you for a viewing. The personnel attached to the base usually have 30 days or less to find a home once they arrive in the UK, with this in mind we recommend that a property is advertised no more than 8 weeks before it is available.

# **STEP 3: The Viewing**

Potential tenants will contact you directly for a viewing. Should a tenant decide to take the property, you will need to complete and sign a 'Letter of Introduction' (see page 16). Please note we cannot proceed without this. The tenant is required to return this to the Housing Office. Once we have received this form this will start the process and the lease will be prepared accordingly.

It is unlawful to discriminate when it comes to renting a property. Refusal to rent suitable housing to potential residents may establish the basis for a potential complaint of housing discrimination. Language that expresses or conveys direct or indirect discrimination or suggests discriminatory policy is considered an act or incident of discrimination.

All UK rentals are protected by the UK Equality Act of 2010 (https://www.gov.uk/guidance/equality-act-2010-guidance) which covers discrimination based on: age, disability, gender reassignment, race, religion or belief, sex, sexual orientation, marriage, civil partnership, pregnancy and maternity.

The Housing office is obligated to investigate any and all such claims. Should the claims be validated, the offending landlord or agent may face restrictive sanctions imposed by the base commander or be referred to the Equalities and Human Rights commission.

Helpful Hints:

It is advisable to make the décor as neutral as you can.

# **STEP 4: Appointment to Conduct an Inventory**

Once we have received the letter of introduction, we will contact you to conduct an inventory and schedule of condition of your property 4 to 5 working days prior to the tenant moving in. If applicable a copy of the Gas Safety Certificate/Record must be provided.

The inventory will list the condition of the property, cleanliness and standard of decoration. Any evidence of professional cleaning such as an invoice will be annotated onto the inventory. We can only take the inventory as seen on the day, therefore you will need to ensure that any professional cleaning/decorating is carried out prior to the inventory date. This appointment can take anywhere from two hours depending on the size and condition of the property.

Please be aware that we do not take inventory of furnishings. You will need to create your own list/inventory and the condition of each item you're leaving, taking photographs if necessary. Three copies will need to be made, one for each party to sign. Without this list it would be very difficult to claim for any damages that may occur. All furnishings must comply with current fire regulations.

A housing health and safety inspection will be conducted at the same time as the inventory. If any issues are found, they will need to be rectified prior to the move-in date. If any of the issues remain outstanding when it comes to the day of the appointment, the move-in may be cancelled until the issues have been rectified.

#### **STEP 5: The Move-In Pack & Appointment**

The move-in pack would have been emailed to both you and the tenant. You need to only print the pages that require signatures. On the day, the tenant will meet you at the proposed time for the handover of the property. If the rent and deposit hasn't already been transferred into the Landlords bank account, the tenant will be required to pay their first month's rent and deposit on the day. Please remind them to bring this on the day unless an alternative agreement has been made.

You will be required to take the meter readings, adding to the meter readings to the inventory, including the number of keys/fobs etc.

You will be expected to spend time with the tenant, walking around the property explaining how things operate, for example: how the heating works, where the water stop cock is, etc. ensuring all electrical safety instructions for appliances are available to the tenant.

#### PLEASE ENSURE ALL KEYS ARE TAGGED AND AVAILABLE AT THE MOVE-IN

Helpful Hints:

You must get permission from the tenant every time you wish to enter the property. It is recommended that you always get this in writing.

The only exception to this is if there is an emergency situation and must gain immediate access.

# IMPORTANT INFORMATION/LANDLORDS RESPONSIBILITIES

# **Quarterly Housing Inspections/Visits**

We do not manage the property on your behalf. We recommend you conduct quarterly inspections during the tenancy, checking on the condition of the property, liaising with your tenant to make sure they are getting the most out of the property. Please be aware that you cannot comment on the way an individual lives, for example if their standards of cleanliness does not match yours. You can advise the tenant if you have any concerns if there is a genuine risk of damage or any health/safety issues to the tenant. Please encourage the tenants to notify you about any issues they have regarding repairs.

# The Pre-Move-Out Appointment/Visit

Once your tenant has given notice to leave we would advise you to arrange a pre-move out inspection, two to three weeks before rectifying any issues that may occur ahead of the move-out appointment.

This appointment gives you an opportunity to advise the tenant of any actions they will need to carry out to avoid any charges or deposit retained when handing the house back. It is also an opportunity for you to assess what works you may be required to complete in order to re-advertise and attract another tenant into the property.

If you so wish, a Housing Specialist can be present for these appointments. Please be aware they must remain neutral during the inspection and can only react to any issues you point out.

# **The Final Inspection/Move-out Appointment**

Once you have received notice, the tenant will arrange a date and time convenient for you both, notifying the Housing Office to make an appointment for a Housing Specialist to attend in order to hand back the property. Final meter readings will need to be taken for the tenant to finalise their utility accounts. You will inspect your property and raise any issues. Should you have any concerns, we will refer back to the original Inventory, taking fair wear and tear into consideration and arbitrate accordingly. The tenant is only responsible for damage caused.

Please note we cannot inspect the property or point out anything to you. We are only there to assist you with any concerns.

If there is no outstanding rent to pay and you are satisfied with the condition and cleanliness of the property the Housing Specialist will ask you to sign a 'Clearance/Move Out" letter (see page 17), stating no further claims will be made against the Tenant.

While we are able to resolve most disputes over damages, etc. it must be noted that the Tenant has the same rights as anyone renting in the United Kingdom and therefore has the right to use the services provided by the deposit scheme or take the matter to court for an official to rule accordingly.

The United States Air Force takes the stance that the lease is a private agreement between the Landlord and Tenant, and will not intervene. The RAF Alconbury Housing Office therefore does not have the ability to utilise or deduct the tenant's wages forcing them to pay for any damages in the event of a dispute.

If you decide to take your tenant to court to resolve any issues you will need to obtain adjudication or court order to issue official paperwork. Due to UK Data Protection Laws we are unable to give out personal information unless the individual gives us the consent to do so.

# REQUIREMENTS FOR ADVERTISING AND LETTING

The Housing Office is required to follow UK Legislation when it comes to advertising and renting properties. The Housing Office is only on hand to offer advice and guidance, and landlords are advised to carry out their own research.

# **Gas Safety Certificate/Record**

If your property has a Gas Supply you will need to obtain a Gas Safety Record. This can be obtained by hiring a plumber or engineer who is Gas Safety Registered (formerly CORGI registered). Under UK Law the certificate will need to be presented prior to the commencement of the tenancy. The RAF Alconbury Housing Office requires a copy of the Gas Safety Certificate to be emailed to us a minimum of 3 business days prior to the move in date. If a certificate is not provided at the move-in the appointment WILL BE CANCELLED and re-arranged until the certificate has been received. Under UK Law a copy of the certificate should also be present at the property for the Tenant, it is recommended that you keep the house copy within a tailored tenant welcome pack.

Under UK Law the Gas Safety Certificate will need to be renewed at least every 12 months and a copy of the new certificate provided to your tenant. This is **YOUR** responsibility to arrange, not the tenants or the Housing Office. Failure to do so could not only be dangerous for your tenants but could also land you large fines and a custodial sentence.

# **Energy Performance Certificate (EPC)**

Under UK Law, before you can advertise and let your property you will need to obtain an Energy Performance Certificate (EPC). The certificate is valid for 10 years. A copy of this certificate must be presented to the tenant when they first view the property. It is also recommended that this is kept within the tenant welcome pack.

The EPC register can be found online at <a href="https://www.epcregister.com">https://www.epcregister.com</a>. You will be able to search the register for your property and check the status of your EPC. We will not be able to advertise the property without a valid certificate, so it is recommended that you are aware of its expiry date ahead of time. If you do need to renew your certificate, you can search for locally qualified assessors by typing in your postcode using the 'Find Energy Assessor' link on the website. Please note if the energy rating is below an 'F' you will be unable to let the dwelling without first obtaining an exemption certificate.

## **How to Rent Guide**

Under UK law, Landlords are required to provide certain information and documents to their tenants at the start of the tenancy. One such document is the "How to Rent Guide", which can be found and printed from: <a href="https://www.gov.uk/government/publications/how-to-rent">https://www.gov.uk/government/publications/how-to-rent</a>. Failure to do so may result in complications should you ever require to give notice and evict a tenant.

As the document is periodically updated by the government, it is the Landlords responsibility to ensure the guide presented to the tenant is the most current and up to date version of the document or they will have failed to comply with the legislation. The guide will also need to be served to the tenant at each lease renewal or if the tenancy is allowed to become a statutory periodic tenancy, which is something that is often forgotten or missed. Please note if the energy rating is below an 'F' you will be unable to let the dwelling without first obtaining an exemption.

# **Deposits**

A requirement of the housing office is that you take a deposit as security, though this can be no more than one month's rent.

Under UK legislation, you are required to register the deposit with one of the approved government deposit schemes (see below). These schemes withhold the deposit, not allowing a landlord or tenant to access the money until the tenancy has come to an end. It is your responsibility to register the money with a scheme and prescribe the information to the tenant within 30 days of the commencement of the tenancy. Failure to do this could result in a fine being levied against you, usually equal to three times the amount of the deposit.

https://www.tds.gb.com https://www.mydeposits.co.uk https://www.depositprotection.com

If there are claims to be made against a deposit that is disputed between tenant and landlord, the deposit schemes run an independent adjudication service. The scheme will look at all available evidence and make an impartial decision, taking age, and fair wear and tear into account. It should be borne in mind that you have 10 days to register a claim with a deposit scheme, the tenant may request the money back from the scheme on the 11<sup>th</sup> day if there has been no contact from your end.

Should you decide not to take a deposit you will be asked to sign a disclaimer (see page 22) to this effect.

# **Safety Alarms**

Smoke and Carbon Monoxide Alarm Regulations came into effect in 2015 and require all landlords to have at least one smoke detector installed on each floor of the property and a carbon monoxide alarm in any room containing a solid fuel burning appliance. It is the landlord's responsibility to ensure that the alarms are in working order on the day the tenant moves in and replace them once they have past their best before date.

You are required to place Carbon Monoxide Detectors by the following appliances; gas boilers, fires, cookers and oil boilers. If you are unsure, the Housing Specialist will be able to clarify this when they inspect the property.

# **Electrical Safety Regulations**

The Landlord must comply with the Electrical Inspection report. An electrical test and certificate is required prior to any new tenant moving in and subsequently once every five years. Electrical equipment supplied by the Landlord must also be checked by a qualified electrician All appliances must be PAT (Portable Appliance Testing) tested every 2 years and all other portable electrical devices every 12 months. The items must be individually labelled to show compliance. It's recommended you carry out an Electrical Installation Condition Report (EICR). Any work required in the report must be completed prior to the move in.

# **Window Restrictors**

Window restrictors must be fitted on the top floor of a three-storey house and if any of the first floor upstairs windows haven't secured window locks.

# **Tenant Pack/Instruction Booklets**

Under UK Legislation, you are required to provide instruction booklets to any and all appliances that you supply for use by the tenant. This includes any integrated appliances and the central heating system. If you do not have these booklets, copies can usually be found online.

You must also register the appliances with 'REGISTER MY APPLIANCE"

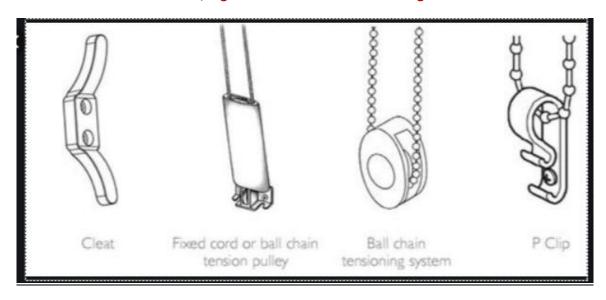
Some useful sites are:

www.homeappliance.manualsonline.com/ www.manualsonline.com/ www.espares.co.uk/usermanuals

# **Blind/Pull Chord Safety Requirements**

Under UK Legislation all operating chains/pull chords that are either looped or could form a loop are kept out of the reach of young children (potential choking hazard) and are fitted with appropriate safety devices. There are various safety devices, (examples below) available for every type of blind/curtain.

These items must be installed, regardless of whether the incoming tenant has children or not.



Chain Break Connectors will break apart when pressure is applied to the chain. Chord Chain Tidy's/Tensioners should be securely fixed to an adjacent surface and at the maximum distance from the top of the blind so the cords and/or chains are held permanently taut by the device. Cleats should be securely fixed to an adjacent surface and at least 1.5 meters from the floor.

For further information please visit: http://www.makeitsafe.org.uk

Helpful Hints:

Always make copies of any handbooks, instructions, etc. that you leave behind. These are quite often misplaced or packed during the chaos of moving homes.

# **Minimum Requirements for Letting**

The RAF Alconbury Housing Office requires you to leave the following items behind for use by the Tenant.

- Smoke Detectors 1 operational on each floor of the residence, sited in accordance with manufacturers' instructions
- Carbon monoxide monitors/detectors
- Oven & Hob
- Blind Safety Cleats if applicable
- Curtains or Window Coverings
- Carpets or Flooring
- Tenant Pack

## **Legionella Risk Assessment**

'Legionnaires' disease is a potentially fatal form of pneumonia caused by the inhalation of small droplets of contaminated water containing Legionella. All man-made hot and cold water systems are likely to provide an environment where Legionella can grow. Where conditions are favorable (i.e. suitable growth temperature range; water droplets (aerosols) produced and dispersed; water stored and/or recirculated; some 'food' for the organism to grow such as rust, sludge, scale, biofilm etc.) then the bacteria may multiply thus increasing the risk of exposure. It is a simple fact that the organism will colonise both large and small systems so both require risks to be managed effectively.

Landlords can take certain precautions to limit the risk of Legionella bacteria becoming an issue at their property. Precautions can include (but are not limited to) hot water systems should be set to heat the water to a minimum of 50 Degrees Celsius and cold water should be no hotter than 20 Degrees Celsius. Cold water storage tanks should be clean, rust free, covered with a tight fitting lid and insulated. Any dead legs in the property should be removed where possible. Shower heads and taps should be clean and scale free prior to letting the property out.

For more information please refer to the following website:

https://www.hse.gov.uk/legionnaires/legionella-landlords-responsibilities.htm

#### **Permission To Let**

If your property is mortgaged you will need to gain permission from your Lender before you can enter into a lease agreement. Failure to do so could result in you being accused by your Lender of mortgage fraud which could have serious repercussions for you.

#### **Renting Out Your Property Whilst Living Abroad**

The RAF Alconbury Housing Office do not manage the property on behalf of a Landlord. If you are choosing to let your property due to moving abroad you will need to appoint a representative to act on your behalf, providing the Housing Office with all their contact details. The person you select will be responsible for attending appointments, signing leases and property clearance letters.

Therefore please select an individual you trust to make decisions on your behalf or a "Power of Attorney" who is willing to take on the responsibility. If you are unable to appoint someone you may wish to choose to work exclusively with a Letting Agent, who will manage the property on your behalf.

# **Furnished or Unfurnished**

There is a smaller number of US Military and Civilians that do require either part or fully furnished properties. If you are leaving furniture or soft furnishings for the use of a tenant they must comply with UK legislation: The Furniture and Furnishings (Fire Safety) Regulations 1988 (amended 1989, 1993 and 2010). All domestic upholstered furniture, furnishings and other product containing upholstery, including patio/conservatory furniture must have the required labels to show compliance with the above legislation.

#### **Put Money Aside for Repairs and Redecorating**

Under UK Law Landlords have various maintenance and repair obligations, therefore it is advised that you put money aside each month to cover any unexpected bills you may incur. It is strongly recommended that you familiarise yourself with the 'Fit for Human Habitation Act 2019'.

https://www.gov.uk/government/publications/homes-fitness-for-human-habitation-act-2018/guide-for-landlords-homes-fitness-for-human-habitation-act-2018

# **Tax Liabilities**

When you start renting out your property you must inform HR Revenues & Custom (HMRC) as you may be liable to pay tax on this income. Failure to declare the rental may result in you facing penalty charges. Please note you are still liable for income tax when living abroad.

# Gardening

You may be asked by the tenant if you would be prepared to increase the rent to include a gardener within the rental figure. If you agree to this we can only produce one lease agreement with one set monthly rental figure we ask that you obtain a quote for the year and spread the cost across 12 months and include this in the rental sum.

# **Including Items or Services in the Rent**

Unless the utilities to the property you wish to let is connected to your property please <u>do not</u> agree to include anything i.e. utilites, cleaning etc. other than gardening within the rental figure. The majority of our customers draw an allowance from the US Government to cover their utility bills and there are strict rules on what is and what is not allowed within the rental allowance.

#### **Utilities**

The tenant will be responsible for all utilities for the property, setting up accounts in their own name. They have the right to choose whichever utility supplier they wish to go with.

It is required that you are aware where all your meters are, this includes your water meter. These are usually located in the street and can be difficult to locate, this may require you to contact your water provider if you're not sure.

If the heating system is powered by heating oil, it is expected that the tank be filled and ready for the commencement of the tenancy. The tenant is then responsible for ensuring they leave the same amount of oil in the tank when they vacate. To provide a more accurate reading you can have a digital oil meter installed.

# **Council Tax**

When renting a property, a landlord is responsible for the council tax up until the day a tenant moves in. Not all personnel (i.e. contractors) will be exempt from paying council tax during their stay. This does **NOT** mean that the landlord will have to pay on their behalf, the tenant is responsible for coming into the office to apply for an exemption or paying the Council Tax.

# **Non Payment of Rent**

The majority of our customers receive a rental allowance from the US Government. This allowance is paid directly in to the tenant's bank account for the individual, solely for the purpose of paying their rent. If an individual does not use this allowance to pay the rent they are effectively defrauding the US Government and could result in disciplinary action. Please do not hesitate to contact the Housing Office should your Tenant fall behind with their rental payments. We always recommend that you contact the tenant first, as there may be a justified reason.

# **Damages**

Under UK Law, it is only damage can be claimed for. You must take a proportion of reasonable/fair wear and tear into consideration. It is an established legal principle that a landlord is not entitled to charge their tenants the full cost of having any part of their property, or any fixture or fitting put back into the condition it was at the start of the tenancy.

When claiming for damages, the lifespan of the item, fixture or fitting should be taken into consideration. Please find below general guidance on reasonable/fair wear and tear and lifespan, quality and value.

## For example:

- The longer the tenancy, the more natural wear
- The more occupants, the higher the wear and tear that should be expected in all common areas e.g. sitting room, passages, stairs, bathrooms and kitchen.
- A family should be taken into account, as scuffs and scrapes are unavoidable in normal family life.
- Light marks on a carpet should be viewed as unavoidable and therefore acceptable whereas damage such as nail
  varnish spills, burns, scorch marks etc. that have occurred due to negligence could see the tenant liable for
  repair.
- Laminated/Wooden floors surface scratches, nicks or minor marks are to be considered fair wear and tear, whereas deep scratches and burn/scorch marks would be classed as damage.

Once the landlord has signed the move-out/clearance letter we would consider the tenant free and clear of the property. If you were to find something you wished to claim for after you have signed the tenant clear, this will not be considered. If a resolution cannot be agreed, you are free to go to the deposit scheme and put a claim forward. We would still require you to sign the paperwork, though we would annotate accordingly that you would be going through the deposit scheme.

# **Furnishings Management Service (FMS)**

The majority of our customers are entitled to loan household appliances and furniture from a Government Department on RAF Alconbury. These items will be delivered and installed by Government Contractors.

A clause (No 22) will be included in the lease agreement to state that you acknowledge the items are Government owned and give RAF Alconbury the right to recover the items at the end of the tenancy.

You must ensure that the correct fittings and attachments are in place prior to the delivery. The following can be used as a guideline:

- Standard connection points for washing machine are available
- All connection points, power sockets and waste pipes are easily accessible
- All power sockets are intact and safe for use

All plastic tags on isolator switches are not cracked or missing - Contractors will not install appliances if these tags are not present and intact

Any gaps/holes required to feed pipes or power cables through are already in place – Contractors will not cut
holes in your cabinets and will not remove plugs to feed through gaps that are not large enough.

If the Contractors are unable to install the appliances for any reason they will issue you with a defect notice and request you resolve the issue. The Tenant will then be charged a fee of up to £180 before the Contractors will return to install.

Please contact the FMS Furnishings Management Supervisor: Mr. Andy Groves on 01480 843930 or email: andrew.groves.5.gb@us.af.mil should you require further information

# **EXAMPLES OF DOCUMENTATION**

# **Letter of Introduction - Page 16**

This form is important. The prospective tenant must have this completed by you and bring it back into the housing office. This is how we confirm that the property has been accepted and we do not consider a property taken until we see this document.

We also work on a first come, first served basis and advise you to do the same. If you have multiple individuals interested in the property, it should go to the first individual to bring you a letter of introduction.

# Clearance/Move-Out Letter - Page 17

This signs the tenant clear and to any agreed deductions to a deposit. Both tenant and landlord will get a copy of this document, and use it as evidence with a deposit scheme should any issues arise after the move-out appointment.

# Assured Shorthold Tenancy (AST) - Pages 18-21

Located on pages 23-26, this is an example of the tenancy agreement we use. It is a UK Assured Shorthold Tenancy and the first lease will always be 12 months. This tenancy follows all UK legislation, therefore normal tenants and landlords responsibilities apply. We would advise you refer to the following website for further information:

# https://www.gov.uk/renting-out-a-property

Our tenancy agreement has been approved by a team of legal experts, we cannot add any clauses to the document. Should you wish to add anything, it would need to be in the form of an addendum that is previously approved by the housing office. If you provide an addendum to the tenant without approval from the housing office, we would advise that they do not sign it until we have reviewed the document and have our own copies on file.

Within the lease are military specific clauses, see clause 17, which are unique to working with the US Forces. The Housing Specialist will be able to fully explain these and any other clauses to you.



# **LETTER OF INTRODUCTION**

# TO BE COMPLETED BY THE LANDLORD

Please note if a move-in date isn't provided this could have an impact on the tenancy start date.

Please read all information on this form to ensure the document is fully completed and you have all provisions in place.

Tenant(s) Name and Email:	
	VI TO THE <u>423ces.housing@us.af.mil</u> OR BRING IT TO THE HOUSING OFFICE.
THE ALCONBURY HOUSING OFFICE	
PROPERTY ADDRESS:	POST CODE:
I accept the above named individual a	is a tenant to move in effective from (date):
The rental price of £:	
Deposit amount required £	
Permission for pets: YES / NO	-
Landlords Contact Details:	
•	tificates in place, for example: gas safety certificate (if applicable), electrical report (EICR) and an energy performance certificate (EPC).
Any decorating, upgrading, and list of wo	orks including cleaning <u>must be</u> completed prior to our inventory appointment.
	to amend the move-in date based on the appointment availability and if the ation requested above is not met or provided.
A housing management specialist will o	contact you to arrange a property inventory within 7 working days prior to the move-in date.
Signature of Landlord/Agent:	
Print Name:	
Date:	



# **DEPARTMENT OF THE AIR FORCE**

HEADQUARTERS 501ST COMBAT SUPPORT WING (USAFE)
RAF ALCONBURY, HUNTINGDON, CAMBS, PE28 4DA

# **CLEARANCE FORM FOR OFF-BASE HOUSING**

PROPERTY ADDRESS:
TENANTS:
<u>LANDLORD</u>
THIS IS TO CERTIFY THAT I HAVE INSPECTED MY/THE PROPERTY AND CAN CONFIRM THE ABOVE TENANT(S)
HAS NOT SATISFACTORILY CLEARED THE ABOVE RESIDENCE.
ONCE THE TENANT(S) HAS/HAVE VACATED THE PREMISES I UNDERSTAND NO FURTHER CLAIMS OR ACTION WILL BE MADE/TAKEN AGAINST THEM UNLESS STATED OVERLEAF (PAGE 2)
SIGNATURE OF THE LANDLORD/AGENT: X
PRINT NAME: X
DATE: X
<u>TENANT</u>
THIS IS TO CERTIFY THAT I HAVE TAKEN THE METER READINGS AND WILL/HAVE SETTLED ALL MY UTILITY ACCOUNT
SIGNATURE OF TENANT: X
PRINT NAME: X
DATE: X

# **TENANCY AGREEMENT - ASSURED SHORTHOLD TENANCY**

PREMISES:				
THE LANDLORD:				
AGENT:				
TENANT:				
COMMENCEMENT				
DATE:	FOR A TERM CERTAIN OF 12 MONTHS			
RENT:	(PER CALENDAR MONTH)			
This Agreement is intended to create an Assured Shorthold Tenancy as defined under Part 1 of the Housing Act 1988 (Amended by Housing Act 1996) and provisions for recovery of possession by the Landlord in Section 21 therefore apply.				
The monthly rent must be paid in ac	dvance to the Landlord, within 3 days of the due date.			
LANDLORDS BANK ACCOUNT DETAILS:				

# **DEPOSIT**

- A Security Deposit of £\*\*\*\*\*p is paid by the Tenant. The landlord agrees to register the security deposit with one of the recognised Tenancy deposit Schemes and issue the tenant with all relevant information relating to the scheme within thirty days(30) of the commencement of the tenancy in accordance with UK rental law.
- 2 The Following are the approved Government Deposit Schemes:

www.depositprotection.com www.tds.gb.com www.mydeposits.co.uk

## **TENANT**

- Will be responsible for entering into any necessary agreement for the supply of water, electric, gas, telephone, and oil to the premises and be directly liable to those authorities for all standing charges and bills accrued during his/her continuance of this agreement, and pay on demand the council tax for the premises or otherwise properly apply for an exemption. The tenant will not have a key or coin operated meter installed at the premises, nor to change, alter or re-site any of the existing meters. Should this happen, then the tenant will be liable for any charges made to reinstate to their original operation.
- 4 Will notify the relevant authorities of final meter readings and settle all accounts at the end of the tenancy.
- Damage to property over and above wear and tear will be paid by the Tenant. The cost for normal repair and maintenance is to be paid by the Landlord. The Tenant will not alter, modify or redecorate the leased premises without the written consent of the Landlord. Further the Tenant is not authorized to sublet or give permission to use the premises or any portion thereof to a third party. The Tenant agrees not to place or exhibit any aerial satellite dish or install cable on the exterior or interior of the premises without first obtaining the landlords written consent. Where consent is given, the tenant will meet all costs of installation and removal and to make good any damage caused by the said installation or removal. The Landlord will not unreasonably withhold any consent.
- Agrees to yield up the property in the same good clean state and condition as it was at the beginning of the tenancy and make good, pay for the repair of, or replace all such items of the fixtures, fittings, furniture and effects as shall be broken, lost, damaged or destroyed during the tenancy including carpets and curtains which have become soiled or stained through-out the tenancy. Reasonable wear and tear excluded
- The Tenant agrees to remove all rubbish and belongings from the property, except appropriate rubbish left in the correct wheelie bins (if provided) which may be left in the appropriate place for collection before returning the property to the landlord.
- 8 The Tenant shall notify the Landlord if either maintenance or repair is required. If such a repair or maintenance is not initiated within reasonable time, or the Landlord does not expeditiously pursue the same, the Tenant should contact the RAF Alconbury Housing Office for advice.
- The Tenant will not do or suffer to be done on or upon the premise any act or thing which may be or become a nuisance or cause damage, inconvenience or annoyance to the Landlord or the occupier of adjoining premises.
- The Tenant will not keep any animals, birds or reptiles on the premises, or any part thereof, without first receiving written approval from the Landlord
- <u>OR</u> The Tenant has permission to keep a pet on the premises. This permission is given on the understanding that the Tenant is responsible for any damage that the pet may do and that the Tenant will have the carpets professionally cleaned at the end of the tenancy.

- The Tenant agrees to give written notice to the Landlord or Landlords Agent of any intended absence from the property, if that period exceeds 14 days or more. If there is any reasonable risk of freezing the Tenant agrees to isolate all external faucets and to take adequate steps to ensure the property is protected against the risk of damage by frost. The Tenant agrees to undertake all necessary steps to provide adequate heating in conjunction with the property insurance policy held by the Landlord.
- The Tenant will keep the front and rear gardens, paths and patios neat and cultivated at all times and will not lop, top, cut down, remove or otherwise injure the trees, shrubs or plants growing on the premises.

# **OR** The Tenant is NOT responsible for garden maintenance

- The Tenant will forward to the Landlord any letters or correspondence received at the premises promptly providing there is no additional cost.
- 14 The Tenant will not use any form of portable heating in the premises without the Landlord's written consent.
- 15 The Tenant will not adhere any plastic sheeting over the windows or doors without the Landlord's prior written consent.
- 16 The tenant is responsible for testing the smoke and CO2 detectors, replacing the batteries when necessary.
- 17 Unless otherwise stated in the inventory the tenant is responsible to replace any light bulbs where necessary
- The Tenant may quietly possess and enjoy the property during the tenancy without any unlawful interruption from the Landlord or any person claiming under or in trust for the Landlord.
- This agreement may be terminated by the Tenant giving the Landlord a minimum of 30 days written notice if the Tenant is allocated Government Housing, is discharged or resigns from military service, or has received/receives permanent change of station orders, such written notice to be served personally or by receipted post by the tenant upon the landlord/agent. The Landlords right to rental payout will cease the day following the tenant vacating the premises.
- The Tenant agrees within the last 20 days of the tenancy to permit the landlord or any person authorized by the Landlord at reasonable hours in the daytime to enter and view the property with prospective tenants or purchasers, having first given the tenant a reasonable period of notice (48 hours minimum) and mutually agree an appointment date and time.

## **LANDLORD**

- The Landlord or his Agent, with or without workman, may upon reasonable notice (48 hours minimum) being given, enter the premises at all reasonable times during the daytime for the purposes of examining the state of the premises or for completing any structural or other necessary repairs to the premises having mutually agreed an appointment time and date.
- The Landlord will acknowledge any items of household furnishings loaned to the Tenant by the United States Government are not the property of the Tenant, hence, as U.S. Government property are subject to return upon demand.

- The Landlord will at all times keep the exterior of the property, including the fences and roof (as well as the roof of the garage if any) in a good state of repair, to carry out any repairing obligations as required by section 11 to 16 of the Landlord and Tenant Act 1985 (as amended by the Housing Act 1988). Details to be found at <a href="https://www.legislation.gov.uk">www.legislation.gov.uk</a>
- The Landlord agrees that all gas and electrical appliances (installation and use) comply with UK regulations in accordance with UK Law, providing the tenant(s) and housing office with copies of the safety check certificates and copies of the required certificates annually and subsequently thereafter.

## **GENERAL**

- The Housing Office, RAF Alconbury is not party to this agreement but is merely acknowledging its existence and certifying that the facility has been accepted for occupancy by personnel assigned to this base.
- The rent may be reviewed on the anniversary of the initial occupation jointly by the Landlord/Tenant/RAF Alconbury Housing Office. Any increase will be calculated according to the Retail Price Index (RPI) from the tenancy start date or the recent RPI increase date. Any increase is to be agreed in writing by all parties. Should the landlord decide not to increase the rent in any year this will not affect the landlord's rights to increase in subsequent years.
- 27 Should the property become uninhabitable due to fire, flood, acts of God or any other reason, rent will cease on the date the property becomes uninhabitable.
- Smoking is not permitted inside the premises. It should be borne in mind that the discoloration of walls and ceilings and the soiling of curtains caused by smoking or the use/burning of candles is not considered to be normal wear and tear and that the Tenant will be responsible for any costs incurred by the Landlord in the cleaning and redecoration of those affected areas.

Signed by the Landlord:	Date:
Tenant:	Date:

The agreement is between Tenant and Landlord and is beyond the control of the USAF to direct that any individual should satisfy private indebtedness. Limited military authority is able to initiate disciplinary action against service personnel who fail to settle just obligations without good cause. To this end the Housing Referral Office assists the tenants and landlords in reaching a satisfactory settlement and in the vast majority of cases is successful in arbitrating a solution just and fair to both parties. However, when this is not possible it is reiterated and the agreement is between the Landlord and Tenant and the USAF has no power to intervene.

Should the rental payments become inconsistent for more than 14 days, please do not hesitate to contact the Housing Office at RAF Alconbury on (01480) 843518.

Housing Office, RAF Alconbury, Huntingdon. Cambs. PE28 4DA.

# **DEPOSIT DISCLAIMER**

PREMISES:			
LANDLORDS NAME:			
LANDLORDS ADDRESS:			
TENANTS NAME:			
DATE:			
The landlord, <*****> hereby acknowledges and has been Office about the security/tenancy deposit scheme and the apavailable.			
A security deposit will not be taken from <******* for the above premises on this occasion and therefore take full responsibility and will not hold the RAF Alconbury Housing Office responsible or take proceedings against any other person.			
Signed by the Landlord:	Date:		
Signed by the Tenant:	Date:		
Signed by the			
Housing Specialist:	Date:		
Print Name			

# **LANDLORDS CHECKLIST**

(If Applicable) have you notified your mortgage company	
Energy Performance Certificate (EPC)	
Landlords Insurance	
Does your property comply with current rental health & safety regulations?	
Deposit Scheme	
Create a tenant pack to include Instructions, i: e heating system, appliances, etc.	
Contacts for emergency repairs	
Gas Safety Certificate (if applicable)	
Carbon monoxide & smoke detectors in place	
Electrical safety certificate and measures applied	
Location of utility meters	
Create an inventory for any furnishings	
Contact HMRC regarding the extra income you will be receiving	
Are you aware of your responsibilities as a landlord, found in the 'Landlord and Tenant Act : amended by the 'Housing Act 1988'	1985'
Please refer to <u>www.legislation.gov.uk</u> for information.	

This list is intended to be used as a simplified tool for landlords and should not be considered an all-encompassing guide for what a landlord is responsible for