# Your tenant handbook.

A useful guide to living in a Brock Taylor managed property.

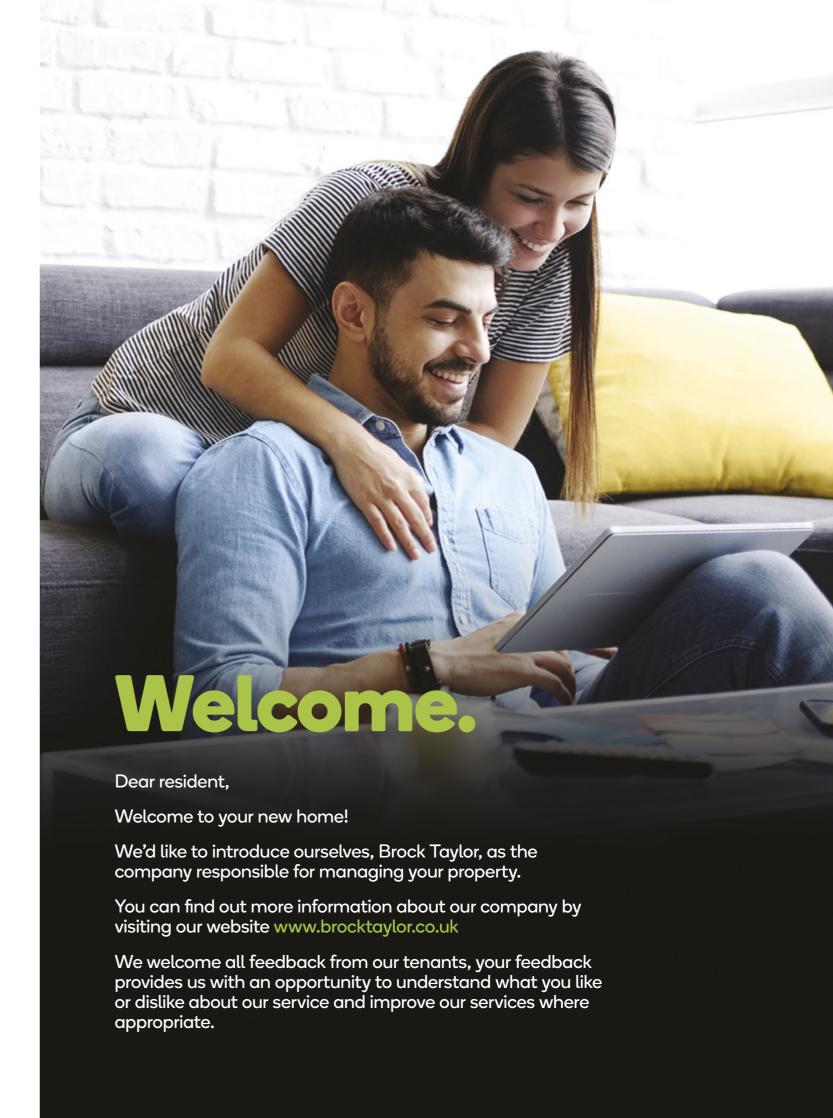


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#### **Tenant handbook**

This handbook contains information about being a Brock Taylor tenant. You should read it alongside your tenancy agreement, but you should note that if there is any contradiction between anything stated in this handbook and anything stated in your tenancy agreement, the terms of the tenancy agreement take precedence.

This handbook includes advice on:

- Moving in
- Your tenancy agreement
- Your rights and responsibilities
- Looking after your home, including repairs
- Moving out
- Useful contact information

#### **Contacting us**

Maintenance and Accounts number: **01403 272002** option 3.

To report any maintenance issues please report them directly on www.brocktaylor.co.uk/renting/report-a-maintenance-issue/

Or to propertymanagement@brocktaylor.co.uk



# Moving in.

#### Check in/inventory

Before you move into a property an inventory will be carried out by a non-bias third party company, which is paid for by your landlord. This is carried out by an inventory clerk who is a trained professional and experienced at carrying out inventories of rental properties. The purpose of the inventory is to:

- Detail the condition and contents of the property
- Provide a record to help determine if any charges are required against your deposit at the end of your tenancy

The inventory can be conducted either by the inventory clerk meeting you at the property to 'check you in' or, if you prefer, the clerk can carry out the inventory without you present.

If you are not available or choose not to attend the check in, a copy of the report will be sent to you. You then have 5 working days to notify us of any comments or amendments.

Please read the inventory carefully, it will be assumed that you are in agreement with the inventory clerk's report unless you advise us within the 5 day period of any potential inconsistencies or errors.

#### **Keys**

- We will provide you with one set of keys for each person named on the tenancy agreement
- Brock Taylor will keep one set of management keys for routine maintenance, emergencies or gaining access to the property

Lost keys/fobs and lock changes

- If you lose or damage any keys you must pay for their replacement. This could include the maintenance set of keys and the lock change
- Your tenancy agreement does not allow you to change the lock(s) without our prior permission



#### **Additional Keys**

If you require additional keys for your property please seek approval, approval will not be unreasonable withheld however, you will be liable for the cost of this.

#### Move in checklist

Before moving into the property please check you have organised the following where they are required;

- Council Tax registration
- Utilities; Gas, Electric & Water
- Telephone & Broadband
- TV Licence
- Contents Insurance (please note, you must insure your own contents)

#### Your tenancy deposit

At the start of the tenancy, you will be required to pay a security deposit of 5 weeks rent which will be held against any damage that is not considered 'fair wear and tear'.

The deposit will need to be cleared in Brock Taylor's account 3 working days prior to move in.

The deposit cannot be used for payment of rent.

Please refer to your tenancy agreement for full details.

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#### **Tenancy deposit protection**

By law, for an assured shorthold tenancy we must ensure your tenancy deposit is held in an approved Tenancy Deposit Scheme. This was introduced by the UK Government to ensure that deposits paid by tenants are protected and that any disputes about their return are dealt with quickly, inexpensively and impartially.

There are three Government approved schemes and Brock Taylor is a member of the MyDeposit Insured Scheme. More information on MyDeposits can be found at www.mydeposits.co.uk/tenant/

Once your tenancy deposit has been received and protected in an approved scheme you will receive a certificate of registration within 30 days.

## How does the tenancy deposit protection scheme work?

- Brock Taylor holds the security deposit in a dedicated 'Client Account'
- At the end of your tenancy, Brock Taylor will write to you detailing any deductions to be taken from your security deposit based on the 'Check Out' report – If you agree, we will return your deposit or the agreed balance within 3-5 working days of receiving written confirmation from you
- If you disagree, you will need to write to us to advise as to why you disagree, Brock Taylor will then try to resolve the dispute with you
- If any deductions cannot be agreed upon, you can submit details to the relevant scheme after the end of the tenancy so they can decide on a fair settlement
- Where there is a registered dispute, Brock Taylor must send the disputed amount to the relevant scheme provider
- The amount not in dispute can be released as agreed between us
- The disputed amount will be paid in accordance with the instruction of an Independent Case Examiner

# Living in your home.

#### **Your tenancy**

Your tenancy agreement is a legal document and is a binding contract between you and your landlord. Therefore, when you sign your tenancy agreement you are bound by the agreement to keep to your responsibilities. It is important you read your tenancy agreement carefully and understand what it says.

#### Type of tenancy

In most cases the tenancy created will be an Assured Shorthold Tenancy in accordance with the Housing Act 1988.

#### The tenancy term

Properties are let on a fixed term, usually on an annual basis, but we may also agree a minimum term of six months in exceptional circumstances and periods of 3 years for some tenancy types. Once the tenancy has started you have 'security of tenure' which means you have a right to remain in the property for the period of the term set out in your tenancy agreement. This is provided you do not breach any of the terms of the tenancy agreement. At the end of the agreed term we can take possession of the property. We are required by law to serve two months' notice of our intention to do this. You are then required to leave the property unless the landlord agrees to grant you a new tenancy.





## What we can expect from each other.

Service	What you can expect from Brock Taylor	What we can expect from you
Rent	To offer help and advice if you get into financial difficulties  To take appropriate action to recover any outstanding rent  To provide direct debit services for payment or other payment methods if this is not possible	Your rent payments in advance on the agreed date and by the agreed method  To advise us immediately if you are likely to get into difficulty paying your rent
Gas servicing	To write to you annually, informing you when you need a gas safety check carried out  To carry out annual gas safety checks  To provide you with a copy of the gas safety certificate	To respond to our calls and emails arranging access to your home to carry out an annual gas safety check  To allow us into your home to carry out a gas safety check
Repairs and maintenance	To carry out repairs within Brock Taylor set timescales  To charge you for any damage you may have caused or any repairs that are your responsibility	To carry out minor repair jobs yourself eg. change lightbulbs etc  To report all defects and problems which are the landlord's responsibility straight away  To obtain our permission, in writing, if you wish to decorate any part of the property
Your home	To conduct visits during the tenancy	To use the property as your main home  To keep your home in a clean and tidy condition  To inform us, in writing, if the property will be completely unoccupied for more than 21 days at any one time
Insurance	To ensure the landlord insures the building and the contents	To insure your belongings
Moving out	To repay you your security deposit, except where Brock Taylor needs to deduct for any damage against your security deposit that is not 'fair wear and tear'	To leave the property when your tenancy comes to an end  To make sure the property is cleaned to a professional standard before you leave and is returned in the same condition stated in your inventory

## Who is responsible for paying?

Item	Tenants	Landlord
Inventory check in		✓
Rent	✓	
Service charge		✓
Council tax	✓	
Gas	✓	
Water	✓	
Electricity	✓	
Telephone	✓	
Television Licence	✓	
<b>Broadband, cable or satellite installation</b> (please be aware any external installations require permission from your property manager)	✓	
Buildings insurance		✓
Landlords contents insurance		✓
Tenants contents insurance	✓	
Private garden maintenance	✓	
Window cleaning — internally	✓	
Window cleaning – externally (dependant on your property type)	✓	
Breach of tenancy fee	✓	
Routine repairs and maintenance		✓
Gas servicing		✓
Check out		✓

Some of the main costs associated with living in your home are shown above.

If any are not shown in the table and you are in any doubt who is responsible for certain items, please contact your Property Manager to check on **01403 272002** 

## Your rent.

We will enable our tenants to make payments via a wide variety of methods such as debit cards, BACS transfer, and standing order. Please note payments are normally made via standing order unless otherwise stated and agreed in your tenancy agreement.

#### How the rent is calculated

Except where your tenancy agreement states differently, your rent is calculated on a calendar month basis. The weekly rent is calculated by multiplying your month rent by the 12 months in the year and dividing by the 52 weeks in a year.

#### Example:

Rent = £1,000 x 12 months = £12,000 (Annual Rent) Divided by 52 = £230.76 (Weekly rent)

#### When rent should be paid

Except where your tenancy agreement states differently, your rent is normally due monthly from the start date of your tenancy. The first rent payment is due 3 working days prior to the commencement of the tenancy in the form of cleared funds. If Brock Taylor cannot confirm that the money has cleared we will not be able to allow you to move into the property.

#### How the rent is paid

Again, except where your tenancy agreement states differently, rent payments are made by calendar monthly instalments payable in advance by Standing Order to Brock Taylor on the same date each month starting from the tenancy agreement start date. This needs to be from an individual named on the tenancy agreement, unless we have agreed otherwise in advance.

#### If you face difficulty paying the rent

Your home is at risk if you do not pay the full rent on time. If you experience problems and think you are going to have difficulty paying your rent:

- Contact our Lettings Accounts team at Brock Taylor to discuss the problem immediately on 01403 272002
- Don't ignore reminders

According to UK law, we have the right to apply for possession of your home when you are two months in arrears. If this happens you will receive a notice advising you that we are about to begin legal proceedings. By contacting us early we will have the best chance of helping you or advising you of an organisation that may be able to help you. It is really important not to fall into arrears because:

- You may lose your home
- A Court can order you to pay costs and interest in addition to the unpaid rent
- Court judgement can affect your credit rating and make it harder to rent another property in the future



# Your responsibilities.

As a tenant you have responsibilities to us and to your neighbours. It is important that you understand what you've agreed to do and keep to the rules set out in your tenancy agreement.

You must not cause undue noise or nuisance to your neighbours or in the general neighbourhood. This applies to you as the tenant and anyone else living with you or visiting you. Please treat others around you as you would wish to be treated. For example:

- Do not leave rubbish or bins out on the wrong day, in shared areas or where it could cause problems for others
- Tell your neighbours if you are having a party or barbeque, keep the noise down and ask visitors to be quiet when they leave
- Smoking is prohibited in all Brock Taylor properties
- Bear in mind that your neighbours may have young children who go to bed early
- Only use audio devices such as the radio and television, or play musical instruments in reasonable daytime hours

#### Noise

Noise nuisance is taken very seriously, Brock Taylor will not hesitate to act against any tenant who causes a nuisance.

If you have a complaint about nuisance or anti-social behaviour, in the first instance try to deal with the matter by discussing it in a polite and tactful way with the person causing the nuisance. It is possible that the person does not realise that they, or a member of their family, are causing you a problem. If the above doesn't help, please contact your Property Manager for advice.

#### **Parking**

If you rent a specific car parking space you must only use that space. You must not store a commercial vehicle, boat or caravan in your allocated space or in any shared car park.

#### Reporting repairs

- Reporting all maintenance problems as soon as possible using www.brocktaylor.co.uk/renting/ report-a-maintenance-issue/
- Checking whether a repair is an emergency

Our maintenance and repair contractors will be accredited by Brock Taylor for all relevant qualifications including Health and Safety requirements and will be committed to providing a responsive and courteous service to all our tenants.

#### In hours emergencies

If the repair is an emergency and inside office hours, please call us on **01403 272002**.

Monday	8:30 – 18:30
Tuesday	8:30 - 18:30
Wednesday	8:30 - 18:30
Thursday	8:30 - 18:30
Friday	8:30 - 18:00
Saturday	9:00 – 17:00
Sunday	CLOSED

#### Out of hours emergencies

If you smell gas please call Transco on **0800 111 999** as a matter of urgency.

If it is an **EMERGENCY** and you have no heating, hot water, power or require a locksmith please call **OUR OUT OF HOURS NUMBER ON 020 3031 6237**.

### IF THE CALLOUT IS NOT CLASSIFIED AS AN EMERGENCY YOU WILL BE CHARGED.

Certain emergencies such as a fire or a gas leak will require the public emergency services. Please use a common-sense approach in these circumstances.

In the event of a break-in, Brock Taylor is responsible for securing the exterior of the property. If, however, the break-in is shown to result from tenant negligence, such as leaving keys visible or not locking up properly, you may be charged for making good any damage to exterior security.

In the case of leaks that cannot be stopped or that will cause further damage – if allowed to continue – we will ask that you turn off the water using the stopcock and place a suitable receptacle under the leak to prevent further damage.

## Condensation.

This section explains what condensation is, how it can affect your health and the condition of your home, and what you can do to reduce it.

Condensation happens in all homes when warm moist air meets a cold surface and tiny water droplets develop. The more moisture in the air, the more water is produced.

Everyday activities, such as cooking, washing clothes and bathing create moisture in the air. There is always moisture in the air and warm air holds more moisture than cold air. You notice it when you see your breath on a cold day, or when the mirror mists over when you have a bath, or shower.

Condensation often occurs because warm, damp air from kitchens and bathrooms moves to cooler areas, such as bedrooms. It happens more in cold weather, even if it is raining or dry. Look for it in corners, on or near windows, in or behind wardrobes and cupboards.

#### Signs of condensation

- Dampness occurring in winter rather than summer
- Damp and black mould in the corners of rooms, behind furniture and in cupboards
- Walls, ceilings and cold surfaces, such as cold water pipes, "sweat" with moisture
- Water appears on the insides of the windows
- External walls are affected rather than walls between rooms
- Clothes in cupboards and drawers have a musty smell and mildew on them

#### How it affects you

If left unchecked and untreated, condensation can become a serious problem. Too much condensation will make your home damp. House dust mites and mould growth both occur more often in damp conditions, and these are associated with allergic reactions. Damp conditions can also cause damage to your home, such as causing windows to rust or rot, and plaster to perish, and in serious cases can damage electrics. Your furnishings can be spoilt by damp and mould growth.

Condensation is caused by moisture produced in the home, but it is not the only cause of damp. It can also come from building or plumbing leaks or rising damp.

Signs of dampness from leaks

- It can happen any time of year
- You can see a definite damp area with water
- Little or no black mould appears on the damp area

If you suspect that dampness in your home is caused by a leak you should report it to us.

#### Reducing Condensation in your home

- Remove mould growth by using a mould and mildew cleaning product (available from most supermarkets and DIY stores), make sure you use a product which has a Health and Safety Executive approval number, and that you follow the manufacturer's instructions.
- Wipe down the inside of windows if they become wet with condensation
- Do not place beds and wardrobes against outside walls as mould is more likely to grow behind furniture
- Don't put too many things in wardrobes and cupboards as it stops the air circulating

#### Reducing steam and moisture

- When cooking, cover pans with lids, and keep the kitchen door closed to stop wet air from circulating around your flat or house. Make sure a window is open or the extractor fan is on
- If you use a tumble dryer make sure it is vented so that the air escapes to the outside
- If you have to dry clothes indoors put them in a room and close the door, leaving the window wide open or fan on
- When bathing, run cold water into the bath first, and then run the hot water. This creates less steam

#### **Heating your home**

- Heat all rooms even if they are not being used
- Radiators with Thermostatic Radiator Valves (TRV's) will give you greater control over the heat from each individual radiator
- If you have central heating, use the thermostat to set the temperature to a comfortable level (around 18°C to 21°C)
- Do not place furniture in front of radiators, as this will stop them from heating the room

- Do not use the heating on a high setting for short periods of time. Heating your home for a longer time at a lower temperature will keep your home warmer and cost you less
- Do not use portable LPG' (Calor Gas) heaters, these produce a lot of moisture and are not allowed in our homes for Health and Safety reasons

#### **Ventilating your home**

- It's important to allow plenty of fresh air into your home to stop the air indoors becoming stale and humid, which is not good for your health
- Always keep a small window or an air vent open when you are at home, it's best to keep air vents open all the time
- After you have had bath or shower, open the bathroom until the steam has cleared; or use the extractor fan if you have one
- When cooking, make sure the kitchen door is closed or extractor fan is on if you have one, or a window is open

#### **Extractor fans**

- Some of our homes are fitted with extractor fans.
   These can quickly remove damp air from kitchens and bathrooms, where most moisture is produced
- Extractor fans should be used whenever you are cooking or bathing. After you've finished in the bathroom or the kitchen leave the fan on for about 20 minutes to make sure all the steam has cleared
- When using an extractor fan keep the windows in the room closed. If a window is open the fan will draw air in from the outside, rather than drawing the damp air out from the room. Make sure your curtains or blinds don't cover the fan
- Some fans switch on and off automatically according to the amount of moisture in the air. Do not turn these off at the power switch as they are designed to work when they are needed. If you suspect that they are coming on more or less often than they should please report this to us

In most cases, if you follow the steps in this leaflet, you will be able to keep condensation under control, and it will not be necessary for us to carry out repairs

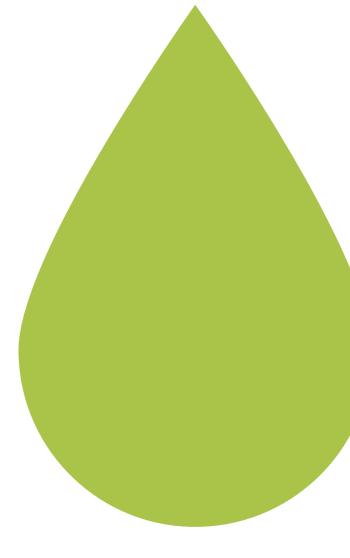
#### We will consider works if:

- You are a tenant and have followed the advice in this leaflet and still have bad condensation and mould growth
- If you have bad condensation and mould in a living room or bedroom contact us to arrange an inspection. We may need to carry out works, which could range from a professional mould clean, to insulating walls or fitting extractor fans

#### We will not carry out works:

- On small areas of mould
- In hallways, bathrooms, toilets or kitchens
- If you have small patches of mould growth you will need to remove it yourself using cleaning products

If you have any questions about condensation or responsibilities for repairs in your home, contact us for advice.



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# Looking after your home.

- Keeping your home clean and tidy
- Letting us know if your home will be unoccupied for 21 days or more at any one time
- Doing those minor jobs which a householder would be expected to do

These might include:

- Replacing light bulbs or batteries
- Bleeding radiators
- Pressurising the boiler
- Unblocking sinks or toilets
- Changing tap washers
- Replacing broken glass if caused by tenant damage

#### **Decorating**

- Taking reasonable care of the property
- Making sure you have permission in writing from your Property Manager before decorating any part of the property

#### **Flooring**

 Ensuring carpets and floor coverings are protected from all stains and burns. Any damage may require complete replacement for which you will be charged

#### Fridge/freezer (where supplied)

 Defrosting regularly but never using a knife or other sharp object as this may damage the elements

#### Washing machine (where supplied)

 Cleaning the soap dispenser and filter regularly, please note a blocked filter can cause a number of faults on the washing machine. Should a contractor have to attend and a blocked filter found to be the problem you may be liable for the contractors invoice

#### **Tumble dryer (where supplied)**

- Cleaning the filter regularly

#### Oven/Hob (where supplied)

Cleaning regularly using suitable non-abrasive products on any stainless steel

#### **Dishwasher (where supplied)**

- Cleaning the soap dispenser and filter regularly

#### Sinks and work surfaces

- Using the correct cleaning materials, chopping boards and surface heatproof mats
- Not putting fatty substances down drains as this may block them and you will be liable for the unblocking costs

#### **Shower head**

De-scaling regularly (where necessary in hard water areas)

#### **Garden (where relevant)**

 Keeping your garden in good seasonal and tidy order rubbish

#### **Rubbish**

- Ensuring you dispose of rubbish responsibly and not allowing it to accumulate as this will help prevent vermin problems
- Finding out what day rubbish is collected in your area and putting out your wheelie-bin on time or using well sealed bin bags (where relevant)

#### Ventilation

- Making sure windows are opened regularly, particularly in the bathroom and kitchen to avoid the formation of mould
- Wiping down visible condensation
- Report immediately if an extractor fan stops working



#### Satellite dishes and aerials

- Not fitting an aerial or satellite dish or aerials to any part of the property without our written permission in advance
- Meeting the cost of fitting and removal, together with making good to professional standard if a satellite dish or aerial has been fitted without authorisation

#### Security

 Ensuring windows and doors are locked when you leave the property unattended

#### Walls

- Not using Blu-Tac or other similar products
- Only using purpose made picture hooks, not nails, screws or tacks

## Pets (only where permission is granted and a clause added to the agreement)

- Do not leave dogs to bark during the day, or leave your pets where they can cause a nuisance
- Pets and other animals cannot be kept at the property without prior written permission from your landlord

#### **Vermin and infestation**

Removal of vermin and infestations is usually the responsibility of the occupier and is not generally the landlord's responsibility in law, unless the Local Council determines there has been a breach of Health and Safety rules.

What to do;

#### Mice

 If you experience mice in the property within the first two weeks of living there, we will be responsible for treatment to remove the infestation. After this, you become responsible and should contact your Local Council if you need help

#### Wasps or bees

 Contact your Local Council for help. Wasps and bees are not the landlord's responsibility

#### Rats

 Contact your Local Council for help. They will help determine what is attracting the rats and provide advice on how to deal with them

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# Our responsibilities.

#### General repairs and maintenance

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Under law, a landlord has certain responsibilities regarding repairs. These are;

- A duty to ensure the safety of a rented property so that no injury or damage is caused to the occupants, neighbours or the public
- The carrying out of routine maintenance to the appliances supplied by the landlord within the property. However, the cost of repair or replacement resulting from any damage caused by negligence or improper use rather than general 'wear and tear' will be your responsibility

To keep in good repair and working order

- The structure and exterior of the building
- Installations for the supply of water, gas, electricity and sanitation
- Basins, sinks, baths and toilets (not including items damaged or broken through misuse or neglect) space and water heating installations

#### **Furniture and furnishings**

 Where supplied, ensuring all upholstered furniture, beds, mattresses, pillows and cushions supplied by the landlord and forming part of the letting must comply with the Furniture & Furnishings (Fire) (Safety) Regulations 1988 amended 1989, 1993 and 2010

#### **Smoke alarms**

 Fitting mains-operated interlinked smoke detectors and alarms to all properties built since June 1992

#### **Gas safety**

- Maintaining gas appliances and pipework in a good and safe condition and in good working order
- Carrying out a gas safety check annually using a qualified engineer and providing you with a written record of this inspection

#### **Electrical equipment**

- Providing an EICR (Electrical Installation Condition Report), making sure all electrical wiring and appliances in the property that are supplied by the Landlord are safe and compliant with current regulations
- Providing clear, written instructions for all electrical appliances and ensuring they carry a ICE' mark

#### **EPC**

 Providing an EPC (Energy Performance Certificate) to show the energy efficiency rating and environmental impact of the property



# Moving out.

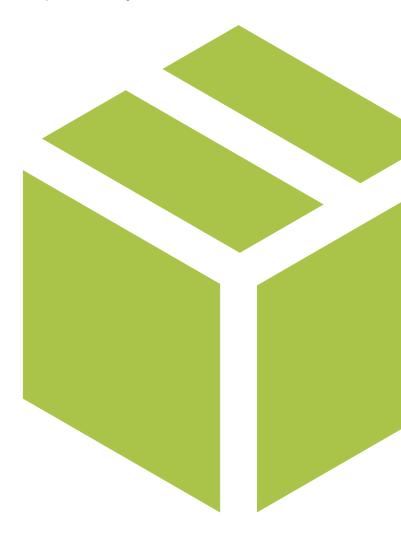
Your tenancy will come to an end at the end of the fixed term when either:

- A new tenancy is not available; or
- You do not wish to remain for a further term

We will write to you at latest two months before the end of your tenancy to ask you if you wish to leave or to remain for a further period if this option is available. If you wish to leave, you must advise us of this by letter or e-mail to lettings@brocktaylor.co.uk. When we receive this we will:

- Confirm the date of departure and send you an email detailing the vacating process
- Ask you for information about the return of the deposit and bank details in preparation for the return

- Carry out a full inventory either on the day you leave or within 48 hours of your departure. This will be carried out by a qualified inventory clerk
- Notify you of the cost of any damaged or missing items for which you will be charged
- Return the balance of your deposit under the terms set out in the 'moving in' section
- You must report any repairs and maintenance issues before you leave and allow access for the work to take place
- Your home will be inspected for any repairs or maintenance issues before you leave
- All keys must be returned on the last day of the tenancy. If you do not do this you will be charged rent until they are returned and or the cost of replacement keys



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## Moving out check list.

Two months before moving	Provide Brock Taylor with notice in writing of your intention to leave
	Book your check out
One month before moving	Book a professional removal company if required
	Book post redirection with Royal Mail
	Sort through all of your belongings and sell or give away any unwanted items
	Start collecting plenty of boxes (if the removal company doesn't provide them)
	Inform all service providers of your change of address, including:  Electricity Gas Water Internet Telephone Council Tax TV Licence DVLA Credit Cards
	Cancel rent payment after last payment has been made
Three weeks before moving	If you plan to have a professional cleaner, remember to book your appointment prior to your move out date
	Advise Brock Taylor of any repairs you think might need doing
	Start packing and label boxes clearly
	Provide Brock Taylor with a forwarding address and telephone number
Two weeks before moving	Return any borrowed items, such as library books etc.
	Cancel deliveries of newspapers, milk etc.
One week before moving	Defrost and clean the fridge and freezer so it is ready for the move
	Pack a box of personal items that will be needed immediately in your new home (e.g. light bulbs, toiletries, kettle etc.)
	Contact your removal company to confirm their arrival time and notify them of any last minute details
	Ensure the property is left in good order and left to a professionally cleaned standard
Moving out day	Write down your meter readings and ensure utility companies are informed
	Ensure nothing is left behind
	Check all windows are closed and doors locked
	Attend check out
	Return keys to Brock Taylor or check out clerk

# Contact us.

**Horsham** 2-6 East Street Horsham West Sussex RH121HL

Haywards Heath 26 The Broadway Haywards Heath West Sussex RH163AL

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lettings@brocktaylor.co.uk





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