

## **Guide for Tenants**

Bath & North East Somerset Council, as a major landlord, is committed to achieving and maintaining a positive and constructive relationship with its tenants.

This Code of Practice sets out the Council's responsibilities and those of the tenant. It is intended as a guide to the main terms of your lease, but does not alter any contractual obligations placed on either the Council (as landlord) or you (as tenant).

The Council aims to provide a courteous and helpful service to all tenants and their representatives at all times. Staff are available to discuss any matters relating to your tenancy at any time during normal office hours.

If you wish to discuss a specific matter with the valuer for your property, please do not hesitate to make contact.

### **Professional Advice**

This code is not intended to replace professional advice. You are strongly recommended to seek independent professional advice on matters affecting your tenancy.

A lease is a legally binding contract between the parties and sets out the basis of your occupation of Council property. The Council expects its tenants to comply with the legal obligations they have agreed to observe.

### **Contact with the Council**

Bath & North East Somerset Council's commercial properties are managed by the Property Management Team within the Council's Property Services.

Each property is allocated to a member of the Team. This valuer is responsible for the management of the building and should always be your first point of contact for queries about your tenancy. If you do not know the name of the valuer assigned to manage the property, please contact us as detailed below.

We will also try to ensure that your named valuer handles any rent review or lease renewal for your tenancy, but sometimes this may not be possible.

If we employ a commercial agent to act on our behalf their appointment will specify that they comply with this code.

### **Rent**

Your lease will specify the amount of rent payable and the dates on which payment is due. Most leases specify that interest will be charged on late

payment. Non payment of rent is a serious breach of the tenant's covenants and there are various remedies available to a landlord which will be pursued.

Generally the lease will require the rent to be paid 'quarterly, in advance'.

The quarter days are:

- March 25th (Lady Day)
- June 24th (Midsummer)
- September 29th (Michaelmas)
- December 25th (Christmas Day)

Your rent can be paid by standing order, direct debit, by cheque or online ([www.bathnes.gov.uk/payments](http://www.bathnes.gov.uk/payments)). Please contact the valuer for your property to set up payments by these methods. All invoices sent to you will detail payment methods on the back.

## **Rent Reviews**

Your lease will set out the procedure and timescale when the rent is subject to review. The Council will endeavour to serve the rent review notice indicating the proposed rent on review before the relevant date.

As a tenant, you may start the rent review procedure yourself and you should contact the valuer for your property.

Negotiations will be conducted either direct with you or through your professional advisor. If you wish to represent yourself, the Council will explain to you fully the basis on which we have calculated the proposed new rental level.

In most cases the new rent is based on the 'open market rental value' (i.e. what it is worth on the open market) based on local comparable evidence.

If negotiations fail to result in an agreement, the lease usually allows the rent review to be determined by an independent third party in accordance with the Royal Institution of Chartered Surveyors (RICS) Arbitration/Expert Procedure. A guide to the RICS Dispute Resolution Service is available either direct from

the RICS or through the valuer for your property. The procedure allows each party to present their evidence on which they are relying.

## **Lease Renewals**

The procedure and time scale for lease renewals are governed by the relevant 'landlord and tenant legislation', found in the Landlord and Tenant Act 1954, together with recent amendments. The majority of the Council's commercial properties are occupied under business tenancies, which continue until terminated by the service of the relevant notice by either landlord or tenant.

You are advised to take legal advice if you receive any such notice. Details are given on the back of the notice on action you should take after receiving the notice, but we cannot stress strongly enough the importance of taking legal advice so that you protect your rights to a new tenancy. The future security of your business premises depends upon your response to the notice.

### **Statutory Building Compliance**

As a tenant and potentially an employer, you are required to take responsibility for and comply with all statute, common law and other relevant codes of practice affecting the premises occupied. These responsibilities will include amongst others that for asbestos, legionella, electrical testing and fire precautions. More detailed information on your responsibilities can be found at: <http://www.bathnes.gov.uk/services/business/property/compliance>

At the end of your lease you will be required to provide documentary evidence of compliance in the form of certification for these elements.

### **Repairs**

Bath is designated as a World Heritage Site. Many of the Council's properties are listed buildings and great importance is attached to their maintenance. The terms of your lease will determine the extent of the Council's and your responsibilities.

At the end of the lease we will inspect the building. If any repairs are necessary that are your responsibility we will serve you with a Schedule of Dilapidations, listing the work you will need to do. You will be required to complete those works prior to a new lease being granted to you.

The Council will carry out periodic inspections of your property, at which time the state of repair may be examined.

### **Breaches of Covenant**

Any breach of the terms and conditions of the lease (the 'covenants') may result in enforcement action being taken against you. Should a dispute arise you will normally be invited to discuss any breaches of covenant with the valuer for your property. If, however, a satisfactory resolution of the problem cannot be reached, then we will have no option but to instruct solicitors in the matter. The Council will, however, make all attempts to resolve the matter with you.

Breaches of lease include (but are not limited to) failure to repair, undertaking works or erecting signage without permission, failure to pay rent or other due charges, letting others into possession without consent, failure to obtain statutory consents.

### **Assignments and Sub-letting**

Not all leases permit assignment or sub-letting but where this is permitted it is

necessary to make an application to the Council to sub-let or assign the lease. We will need references and detailed financial and trading information for the proposed new occupier. The purpose of this is to establish their suitability as a tenant and we may wish to interview them as part of this process. Applications to assign or sub-let are governed by legislation and, as the landlord; we are required to respond within a reasonable period.

If you assign your lease you may still be responsible for rent and repairs if the new tenant defaults.

When taking an assignment, you should be aware that you take full responsibility for observing the provisions of the lease and for breaches of the lease, including repairs and costs incurred, even if they occurred prior to your occupation. So, for example, if the previous tenants has not paid his rent or has failed to repair the property, you will be responsible for payment of the arrears or making good respectively. If the Council has repaired the building prior to your occupation but not invoiced and the lessee is responsible for paying a part, you will be responsible for payment.

### **Alterations to the Property**

The lease will specify the type of alterations which may be carried out to the property and when the Council's consent as landlord is required.

You may also need to apply for planning permission, listed building consent and any other statutory consent which may be required. As landlord, we will require three copies of detailed drawings showing your proposals, a specification of the proposed works and a copy of the statutory consents. You should contact the valuer for your property to check the Council's requirement.

Applications for statutory consents should be made to the Council's Planning Services at Lewis House, Manvers Street, Bath. Telephone 01225 477000

### **Planned Maintenance and Service Charge**

A number of properties consist of several units, with the Council responsible for external and communal repairs and maintenance. In managing the Council's obligations, we will carry out

- planned maintenance works - usually every five years,
- cyclical repairs and services, for example maintenance of fire alarms - recovered through an annual service charge.

You may occupy only part of the property, together with other tenants, and if so you may be asked to contribute towards planned maintenance works and service charges.

A contribution to the service charge will be requested from you on an annual basis, and it should be noted that this is different from planned maintenance works carried out. The contribution towards planned maintenance will be charged as and when they are incurred, usually every 5 years. The

contribution you pay will be either specified within your lease or be based on the proportion of the building you occupy.

### **Financial and Other Difficulties**

Should you find yourself facing financial or other difficulties in connection with the building you occupy, it is in the best interests of both you and the Council that you discuss the matter as soon as possible with the valuer for your property.

We will do everything we can to help resolve the issue, but we can only help if we are aware of the problem. Any matter that is discussed will be treated in confidence.

### **Complaints**

Should you have any complaint about the Council as landlord, please let us know. We will do our best to put it right and to make sure we do not do the same thing again to you or someone else. Any complaint will be considered in accordance with the Council's complaints procedure, details of which can be obtained from any Council office.

### **Contact us**

For further information, contact:  
Property Services  
Lewis House  
Manvers Street  
Bath BA1 1JG.  
Telephone: 01225 477241