



## Rented Accommodation

**SHARING ACCOMMODATION:** with regard to expenses, decide on a plan that is fair for all and includes contingencies for eventualities such as one or more leaving before the end of the lease. Rules discussed should include late, or non-payment of agreed expenses.

**LOCATION and PARKING:** the property needs to be in a convenient location and comfortable for all who live there. If there is more than one vehicle, parking space may be an issue.

**LEASE:** if sharing, decide who signs the lease. This is a legally binding document, the terms and conditions of which are to be met by the signatory. So, read and understand them fully BEFORE signing.

**BOND:** this is usually payable up front and may include rent in advance for a number of weeks, making the total considerable. Although others sharing may contribute, it is deemed to be paid by the lessee to whom it will be returned on termination. At this time, any rent not paid and costs for damages will be deducted from the bond.

**UTILITIES:** are normally the responsibility of the tenant, although some reciprocal arrangement may be negotiated; for instance: watering the gardens. The accounts for utilities would ideally be sent directly to the tenant for payment. Should this not be the case, enquire about legal rights before attempting to change the setup.

**INSPECTION BEFORE signing the lease:** this should be thorough. Ensure a property agent is present along with a witness who is prepared to testify later should there be any disagreement. Take photos and make a list of any existing damage and faults. Also make notes of repairs or changes the agent agrees to make at a later date, then ensure both parties sign this, plus the witness. **Keep the original** and give a copy to the landlord/agent ASAP.

**MAINTENANCE:** will include cleaning of the property and possibly upkeep of gardens which may be entirely at the tenant's expense. If shared costs are agreed on, ensure the terms are in writing and signed by the agent. Repairs or alterations that a tenant agrees to undertake on the understanding that costs will be reimbursed should be documented and signed before work commences. **Keep ALL original receipts**, giving only copies to the agent.

**INSURANCE:** is necessary to cover damage by the tenant to furniture and fittings. The owner should have the building and maybe other structures such as sheds and gazebos insured. Even so, it is best to be safe by taking out a policy covering accidental breakages. Wilful damage by whomsoever will be at the lessee's expense and is unlikely to be picked up by insurance companies.

**INSPECTION by the agent:** this will happen on a regular basis, the time of which should be agreeable to both parties. It is advisable to ensure a representative of the tenant is present when the inspection takes place. Have a list of work needing to be done, show the agent the problems and hand him/her a copy.

**TENANTS' RIGHTS:** landlords and agents don't always do the right thing. When a tenant's grievances are continually ignored, advice can usually be sought from a TENANT'S ASSOCIATION or similar.

For more detailed information on this subject, go to Money Matters MM09 on the WEBSITE

