

Athene Associates Ltd- End of Tenancy Procedure

We will adhere to the following procedure when managing the end of a tenancy, unless alternative arrangements for a particular tenancy/property have been agreed with the landlord in writing.

Section A: Assured and Short Assured Tenancies

Termination by tenant giving notice

On receipt of notice from the tenant we will: -

- i. check that the notice complies with the terms of the tenancy;
- ii. if it does, we will reply to the tenant in writing acknowledging receipt of the notice, providing a date and time for a final inventory check and advising them of our end of tenancy procedures and their end of tenancy responsibilities such as the standard of cleaning required and the closing of utility and council tax accounts; and
- iii. inform the landlord in writing that a valid notice has been received and seek their instructions on whether the property is to be remarketed.

If the notice does not comply with the terms of the tenancy we will: -

- i. reply to the tenant in writing advising them that their notice is not valid and giving the reasons why; and
- ii. inform the landlord that an invalid notice has been received.

Joint tenancies

If notice is received from a joint tenant during the fixed term of the tenancy we will inform them that they will remain responsible for the terms of the lease until the end of the fixed term, or until a new tenancy is approved by the landlord and signed, whichever is sooner.

If notice is received from a joint tenant after the fixed term of the tenancy we will first check that the notice complies with the terms of the tenancy. If the notice is correct we will: -

- i. reply to the departing tenant in writing acknowledging receipt of the notice;
- ii. write to the remaining tenant(s) advising them that a notice has been received from the joint tenant, that the lease will continue after a specified date in their sole name(s) in terms of which they will be solely responsible for all tenant obligations, and asking them to make contact with us as soon as possible to discuss matters further;
- iii. inform the landlord in writing that a valid notice has been received from one tenant but that the lease will continue in the name of the remaining tenant(s);
- iv. where we have concerns about the ability of the remaining tenant(s) to pay the rent, we will discuss with the landlord their options for serving notice to end the tenancy.

Where a joint tenant is not being replaced by a new tenant, no final inventory check will be carried out or deposit returned as the tenancy will continue in the name of the remaining tenant(s).

In the event of a joint tenant being replaced by a new tenant, a partial deposit will usually be returned to the outgoing tenant (unless deductions are required). No inventory check will be carried out unless the new tenant refuses to sign the original inventory without amendments being made.

Termination by landlord giving notice

If the landlord asks us to end the tenancy we will explain the correct procedures to them. This will depend on the type of tenancy and the reason the landlord wishes to end the tenancy.

Termination at the end of a short assured tenancy

If the landlord wishes to end the tenancy in accordance with section 33 of the Housing (Scotland) Act 1988, we will: -

- i. serve on the tenant a Notice to Quit and a Section 33 notice giving at least two months' notice and expiring on an end date;
- ii. serve these notices by recorded delivery or sheriff officers; and
- iii. contact the tenant following the serving of notices to establish that the tenant understands what the notices require and that they intend to leave on the date given in the notices.

If the tenant voluntarily leaves after receiving these notices we will complete the end of tenancy procedure set out in section C below.

If the tenant does not leave on the date required in the notices we will inform the landlord that they will need to begin proceedings for eviction at the First-tier Tribunal for Scotland (Housing & Property Chamber). Where an eviction is granted by the Tribunal we will complete the end of tenancy procedure set out in section C below.

Ending a short assured/assured tenancy using AT6 procedure

If the landlord wishes to end an assured tenancy, or wishes to end a short assured tenancy before the fixed term has ended (usually because the tenant has committed a serious breach during the fixed term), we will inform the landlord that they are required to use the AT6 procedure. In these circumstances we will: -

- i. inform the landlord that they may wish to instruct a solicitor to issue this notice and to raise proceedings for eviction at the First-tier Tribunal for Scotland (Housing & Property Chamber);
- ii. where an eviction is granted, complete the end of tenancy procedure set out in section C below.

Section B: Private Residential Tenancies

Termination by tenant giving notice

On receipt of notice from the tenant we will: -

- i. check that the notice complies with the terms of the tenancy;
- ii. if it does, we will reply to the tenant in writing acknowledging receipt of the notice, providing a date and time for a final inventory check and advising them of our end of tenancy procedures and their end of tenancy responsibilities such as the standard of cleaning required and the closing of utility and council tax accounts;
- iii. inform the landlord in writing that a valid notice has been received and seek their instructions on whether the property is to be remarketed.

If the notice does not comply with the terms of the tenancy we will: -

- i. reply to the tenant in writing advising them that their notice is not valid and giving the reasons why;
- ii. inform the landlord that an invalid notice has been received.

Joint tenancies

If notice is received from a joint tenant we will inform them that one joint tenant cannot terminate the tenancy on behalf of all joint tenants and that they will therefore remain responsible for the terms of the lease until notice is received from all tenants or a new tenancy is approved by the landlord and signed.

In the event of a joint tenant being replaced by a new tenant, a partial deposit will usually be returned to the outgoing tenant (unless deductions are required). No inventory check will be carried out unless the new tenant refuses to sign the original inventory without amendments being made.

Termination by landlord giving notice

If the landlord asks us to end the tenancy we will explain the procedure to them.

If the landlord wishes to end the tenancy and [has grounds for doing so](#), we will: -

- i. serve on the tenant a Notice to Leave giving sufficient notice as required by statute;
- ii. serve the notice by one of the following methods: -
 - by handing it to the tenant
 - by sending it by recorded delivery post to the property address
 - by emailing it to the tenant's current email address (if the tenant has previously agreed that email is their preferred contact method)
- iii. contact the tenant following the serving of notice to establish that the tenant understands what the notice requires and that they intend to leave on the date given in the notice.

If the tenant voluntarily leaves after receiving this notice we will complete the end of tenancy procedure set out in section C below.

If the tenant does not leave when required to on the notice we will: -

- i. inform the landlord that they will need to begin proceedings for eviction at the First-tier Tribunal for Scotland (Housing & Property Chamber); and
- ii. where an eviction is granted, we will complete the end of tenancy procedure set out in section C below.

Section C: Procedures relevant to all tenancy types

End of tenancy procedure

On the day the tenant vacates, or as soon as possible thereafter, we will: -

- i. inspect the property at a time agreed with the tenant, unless there is a good reason not to have the tenant present (e.g. history of abusive behaviour towards staff), to carry out a final inventory check and take final meter readings;
- ii. prepare a written final inventory check report with photographs of any damage or cleaning required;
- iii. note any repairs that need to be carried out by the landlord;
- iv. if the tenant was unable to be present at the checkout inspection, inform them of the outcome of the inspection and any issues identified and, once available, provide them with a copy of the final inventory check report including any recommendations for retaining all/some of the deposit to cover the cost of any remedial works;
- v. notify the utility suppliers and local authority that the tenant has vacated and that the landlord is responsible for any utility and council tax bills until a new tenant moves in;

provide the landlord with a written report on our findings, including any recommendations for retaining all/some of the deposit and then follow the deposit return procedure outlined below.

Deposit return procedure

If there are no deductions required from the deposit we will ask the deposit scheme to refund the deposit to the tenant.

If there are deposit deductions required we will: -

- i. give the tenant clear written information about what has been identified during the check-out process and the proposed remedial costs with reference to the inventory;
- ii. once deductions have been calculated, try to agree with the tenant the amount of deposit to be retained;
- iii. contact the deposit scheme with a proposal for the repayment of the deposit.

In the case of a deposit dispute, we will submit documentation to the scheme to evidence any deductions on behalf of the landlord where instructed to do so. In order to avoid any delays in re-letting the property we will, if we hold sufficient funds for landlord, arrange for remedial works to be carried out while the deposit dispute is being resolved.

Abandoned properties

If we have reason to believe that a tenant has abandoned a property we will seek instructions from the landlord on how they wish to proceed. We will explain to them that the correct procedure to follow is to either obtain written confirmation from the tenant that they want the tenancy to be ended, or if the tenant is uncontactable the landlord should serve notice and obtain an order from the First-tier Tribunal for Scotland (Housing and Property Chamber) for eviction.

Abandoned items

If a tenant leaves behind possessions in a property after they have vacated, we will follow the procedure agreed in the tenancy agreement.

If there is no such procedure agreed in the tenancy agreement, we will: -

- i. make attempts to contact the former tenants setting out that if the items are not collected within a specified period, then they will be disposed of and if they are sold, then any sums realised will be used against any rent arrears or claims against the tenant including potential storage costs;
- ii. keep records of any attempts made to contact the tenants;
- iii. take a detailed inventory of the items left;
- iv. if the items are sold, we will keep full records of the sale and the sums received.

Athene Associates 21.06.20