

(Pisoria Tenant Agreement)

This PTA document accompanies your Tenancy Agreement and sets out further procedures relating to your stay with Pisoria, which we may update from time to time. The most up to date version of this document is published at <u>https://www.pisoria.com/latest-pta/</u>. Updated conditions will come into affect as soon as they are published there.

You will be given access to our Arthur Online property management software, which contains details about your tenancy and property, and you should consult and follow the guidance provided there.

This PTA document provides detailed guidance for tenants living in Pisoria's "Fully Managed" properties. Some of the guidance may not be applicable if your property is managed by Pisoria on a "Let Only", or "Let & Rent" basis – for these types of tenancies, your landlord will be responsible for conducting all maintenance at your property, and any issues at your property should be reported directly to your landlord.

Your tenancy type is:

Who you should contact for maintenance, or any other issues, at your property:

Contact details:

I agree to the terms and conditions herein, and to accept notices and correspondences via email and the online property management software (Arthur Online) used by Pisoria:

Signed:

Dated:

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1. Initial payments

The following table summarises the initial payments that you will need to make at the outset of your tenancy:

What:	How much:	When to pay:	
Holding deposit	1 week's rent	To reserve a room or property following a viewing.	
Utility Cost	£150	Within 5 days of Holding Deposit.	
Damages Deposit	5 week's rent	Within 5 days of Holding Deposit.	
Balance of first month's	1 month rent less	At least 5 working days before your Tenancy Start Date.	
Rent	Holding Deposit		

Utility Cost:

At the commencement of your tenancy, you will have to make a single fixed Utility Cost payment of \pounds 150. This cost covers a contribution, for the fixed term of your tenncy, towards the:

- Council Tax
- TV Licence
- Broadband internet
- Electricity, Gas, and Water (subject to a faire usage policy as specified at clause 15)

This Utility Cost will be payable again in the same sum if the tenancy is renewed or continues as a statutory periodic tenancy.

This cost is in line with the Tenant Fees Act 2019, Chapter 4, Schedule 1, clauses 9, 10, and 11.

2. Making payments

If you are due to move into your property within the next 10 working days, we require you to make payments of initial balances using a bank transfer, using the bank payment details on your Holding Deposit confirmation. If you are unsure, please ask us to confirm the bank details for you to use.

All other payments in relation to your stay should ordinarily be made using the <u>GoCardless</u> payment system (<u>https://gocardless.com/</u>). GoCardless enables the setting up of monthly direct debits, as well as one-off payments; and provides a confirmation and guarantee of the payment and receipt of all amounts to both the tenant and Pisoria.

We will send you an invitation via email to provide GoCardless authorisation. You must provide authorisation for the use of GoCardless during the 3 working days after you have paid your holding deposit if you pay one, whilst we are carrying out referencing checks.

Providing GoCardless authorisation is part of our referencing processes, and your authorisation must remain active throughout the duration of your tenancy.

By exception, if you do not currently have a UK bank account, we can accept payment by bank transfer for your initial payments. For non-UK accounts we recommend using <u>https://transferwise.com/</u>.

If your regular monthly GoCardless payment fails for any reason during your tenancy, we will require you to make immediate payment instead via bank transfer. You should make payment using the bank payment details on your Holding Deposit confirmation. If you are unsure, please ask us to confirm the bank details for you to use.

We can accept card payments for the initial payments. These are subject to a 3% charge from our payment provider. For holding deposit payments Pisoria will cover this cost. For all other payments made by card the Tenant must pay the 3% surcharge.

3. Contacting us

Our office address:

101 Roman Road, London, E2 0QN

Our customer office opening hours:

Monday to Friday: 10am - 6pm

Saturday: 10am – 3pm

We are closed on Sundays and all public holidays.

During our office hours, you may contact us by telephone, email, or via our Arthur property management app.

Outside of office hours, please contact us by email, or via our Arthur property management app.

Telephone numbers:

Reception: 0208 709 8120

Lettings: 0208 709 8132

Maintenance & Property Management: 0208 709 8133

Email addresses:

lettings@pisoria.com

maintenance@pisoria.com

You may also contact our agents using their mobile phone numbers during office hours.

4. Moving-In/ Keys

You should arrange with your agent to collect the keys to your new property on your tenancy start date from Pisoria's offices at 101 Roman Road, London, E2 0QN. Our office customer opening hours are from 10am – 6pm Monday – Friday, and 10am – 2pm Saturdays (excluding public holidays). Keys can be collected, by arrangement, during these times. If your tenancy start date falls on a Sunday or on a public holiday, you should arrange to collect the keys on the previous working day, or by using the key safe facility that is available at our office by prior arrangement.

We will not release keys until the following steps have been completed:

- We have received all of your initial payments:
 - Total of first month's rent, Damages Deposit (or a deposit insurance policy is in place) and Provision of Services costs.
- You have provided us authorisation to collect payments via GoCardless.
- You have signed and returned to us your:
 - Tenancy Agreement.
 - Pisoria Tenant agreement.

You may move in to the property after 2pm on the first day of your tenancy agreement.

If you are unable to access your property during your stay, due to losing or damaging your keys, or through other fault of your own, we will charge you our reasonable costs of providing alternative keys or access. These charges may include the cost of key-cutting, and travel to and from the key-cutting shop, and to and from the property to test that the new keys are working correctly.

5. Inventory / contents

If your tenancy type is "Fully Managed", and in some other circumstances where your landlord requests us to, you will be provided with a check-in inventory at the start of your tenancy. Please carefully follow the instructions in that document, and ensure that you let us know promptly about any discrepancies that you discover.

It is your responsibility to inform us if you have not received a check-in inventory at the outset of your tenancy. If you fail to do so, we will assess the condition of the property at check-in using the most recent inventory document that we hold.

We aim to provide you with our ending tenancy report within 10 working days of the end of your tenancy. There may occasionally be delays to this process if we need to carry out further checks.

The contents of the property are not covered by any insurance policy, and Pisoria accepts no responsibility for any loss or damage to your property occurring in or around your room or property, howsoever caused. If you wish to insure your personal belongings, you should obtain your own insurance policy. We would recommend taking a look at Urban Jungle insurance, which has packages especially designed for flat sharers: <u>https://myurbanjungle.com</u>.

6. <u>Keeping your property in a clean and tidy condition</u>

Tenants must maintain their bedroom and the property in a clean, tidy and sanitary condition at all times. If you fail to do so, we may apply cleaning charges.

If a courtesy cleaning service is provided at your property, this is provided for assistance only, and does not affect the tenant's own responsibility to maintain the property in a clean and tidy condition at all times.

The cleaning service is provided by a third-party company, and any issues with the cleaning service must be reported to this company directly. If you need to report any such issues, please ask us for the contact details of the relevant company.

From time-to-time there may be gaps in the provision of the courtesy cleaning service, or we may need to cease the service.

The cleaning service in your flat is provided by GoodOldClean. Cleaning will be provided for 1 hour every fortnight, usually but not always, at the same day and time slot. The cleaning is provided as a courtesy service, and whilst every effort will be made to provide you with an uninterrupted cleaning service, this cannot be guaranteed. The cleaning companies will provide their own cleaning products. The cleaners will undertake a 1-hour clean to the communal areas of the property, and will perform the best clean that they are able to within this time limit. You can assist in making this clean more effective, by keeping floors and surfaces free of clutter ahead of the cleaner's visit, and by maintain the cleanliness of the property between their visits.

The cleaning service is provided to assist you to keep your property in a clean and tidy condition. However, it does not remove or alleviate Tenant's own responsibility to keep the property in a clean and tidy condition at all times. Whilst Pisoria provides and pays for the cleaning service, we are not responsible for the quality and frequency of cleaning performed.

Please for any communication with the cleaner email the coordinator Glodi at glodikanundowe@goodoldclean.co.uk. or WhatsApp him on 07568 691 322.

Pisoria may occasionally require to take photographs for advertising purposes, and so we will need the rooms to be in a presentable state which may require us to carefully move and replace items of clutter. We will try our best to place items back to their original state as best as possible. If the Property is not left in a clean condition, Pisoria may apply cleaning charges.

Tenants are responsible for replacing all bulbs, fuses, batteries (especially for fire alarms and other safety devices, and Hive thermostat controls) and filters within the property. Failure to do so may result in the recharge of costs incurred as a result.

Tenants are responsible for disposing of all types of waste and rubbish generated at the property in the appropriate manner. Any charges incurred due to inappropriate treatment of waste or rubbish at the property will be recharged and divided equally among the tenants. To find out how waste should be disposed of, you should contact the Building Manager. For your Building Manager's contact details please refer to our FAQs guide within Arthur.

Smoking is not allowed inside the property. The reasonable cost of rectifying any damage, discolouration or odour as a result of smoking will be recharged to tenants.

Bicycles, motorcycles, or other forms of transport equipment, are not allowed into the Room or Property without our permission in writing. Pets are not allowed into the Room or Property without our permission in writing.

7. <u>Reporting maintenance and other issues</u>

If your management type is Let & Rent, or Let Only, your landlord is responsible for any repairs and maintenance at your property. You should report maintenance issues to your landlord, using the contact details on page 1 of this document.

If your management type is Fully Managed, the most effective way to report maintenance issues is using your Arthur Online account. We will send you an invitation by email at the start of your tenancy to activate your Arthur Online account. Please ensure that you have followed these instructions carefully and can access Arthur Online.

By exception, you may also report issues to maintenance@pisoria.com.

Before doing so, you should consult the 'General Information' section of your Arthur Online account to check for guidance which may allow you to more simply and effectively resolve the issue yourself. Most of our properties are covered by British Gas insurance, and this will be indicated in the General Information section on Arthur.

The British Gas service covers all issues related to the boiler, central heating system, plumbing and leaks, and gas or electrical issues.

To make an appointment for a British Gas engineer to attend your property to inspect a problem, please call their "Multi-Premise Team" on 0800 107 7797. This line is available 24 hours a day, 365 days a year. When calling British Gas, you will be asked to provide the following details, please make sure you take note of the following for future reference:

- Your property address including postcode
- Account holder: Pisoria Ltd
- Multi-Premise Account Number: 1610734684

Once reported, it is your responsibility to arrange a convenient time for at least one of the current tenants to be present to allow a British Gas engineer to attend.

If you are unable, or fail within a reasonable time, to do this, Pisoria will attend the property with the British Gas engineer on your behalf. In those circumstances, we will charge you our reasonable costs of attending an appointment, and the charge will be split equally among all current occupiers.

For any maintenance arising from normal, reasonable use or wear-and-tear, the cost of the repair will be met by your landlord. However, if we, or a skilled tradesperson, assess that damage has been caused deliberately, or due to negligence or lack of care, tenants will be recharged for the cost of repair or replacement.

Where the damage does not materially affect the provision of adequate facilities in the property, the landlord is under no obligation to carry out a repair or provide a replacement item, but is entitled to compensation for the damage caused. The decision to repair or replace an item will be made at Pisoria's discretion. We may decide to repair or replace an item at a later date, where it would be more cost effective and less disruptive to do so.

It is important that you report any damage or defect in the property to us immediately when you discover it. If you fail to do so you may be liable for any increased costs or repair due to delay in reporting. If you do not report damage or defect to us, and we discover it upon attendance at the property, we will assume that the damage has been caused by lack of care or negligence and you may be responsible for the cost of repair.

For any damage occurring in shared areas of the flat, where it cannot be determined beyond doubt which tenant caused the damage, and no tenant is willing to accept responsibility, the amount of damages recharged will be divided equally among each of the current tenants.

8. Damages Deposit and deductions

If you have paid a Damages Deposit, and your tenancy type is Fully Managed or Let & Rent, Pisoria will be responsible for lodging your Damages Deposit with a Government approved Tenancy Deposit Scheme. If your management type is Let Only, the landlord of your property will be responsible for lodging your Damages Deposit.

In either case, you should ensure that you are provided with the prescribed information about your deposit.

The Damages Deposit will be retained at its original level throughout the duration of your stay. Any charges required during your stay will be collected at the time of notification, via GoCardless.

If you have selected to use a Deposit Insurance Policy; provided by a third party in place of a Damages Deposit during your stay at the property - Throughout the whole duration of your stay you must have and maintain an active insurance policy providing cover for at least 6 weeks of rent. Upon request, you must present the policy documentation for such policy, and if you are unable to do so an amount equal to 5 weeks rent will become payable immediately by you, which will then be treated as a Damages Deposit as described above.

9. <u>Bills</u>

If your tenancy agreement is inclusive of Bills, this will normally cover the following Bill payments. Any variation from this list will be communicated to you:

- Council tax
- Broadband (please see the 'General Information' section of your Arthur Online account regarding responsibilities)
- Water
- Gas
- Electricity

In all cases, Pisoria will act only in a bill paying capacity. Any problems with the service provision should be addressed directly between the tenant and the service provider. This applies in particular to broadband services.

If your tenancy is exclusive of Bills, you will be responsible for setting up and making payments for all utilities and services at the property.

Broadband

In general, we aim to provide broadband at the property at the highest speed currently available in the area from our chosen supplier. Broadband is provided for the general use and enjoyment of the tenants in the property. We cannot guarantee that this speed will be effective if you chose to work from home.

Any problems with the broadband service must be resolved between the tenant and the broadband service provider, using the service provider's technical support line.

Pisoria will not cover the cost for phone calls made from the property's fixed line phone. Any such call charges will be recharged to the tenants at the property. If the tenant making the calls can be identified with certainty, the cost will be recharged to that tenant. Otherwise the phone bill we be split equally between all of the current tenants.

Water, Gas and Electricity

You must provide us with meter readings by sending photos of the gas and electricity meter to <u>utilities@pisoria.com</u>, when you move in to the property, and at least once every 3 months.

From time to time, we may request that you provide us with a meter reading for the utilities (gas/ electric) at the property. When requested, you should provide these at your earliest convenience, and in any case within 7 days of the request being made. If you do not provide a meter reading in that time, we will attend the property to take a meter reading, and we will recharge our reasonable costs of attending the property to do so (split equally between all of the current occupants).

Fair Usage Policy

There are allowances below to limit the amount of energy that you can use when bills are included within your rent. The allowances are generous but it is important that you and the other occupiers are sensible with energy and water usage throughout the tenancy term.

If you go over the allowances, you will be charged for the excess additional usage, and this charge will fall due as soon as we notify you of any excess usage. Additional energy charges will be applied as one-off payments through GoCardless during your tenancy.

Excess use charges will be applied in any month where the utility provider's bill shows an amount in excess of the monthly allowance, and allowances will not be rolled from month to month.

Number of tenants	Water annual allowance per property (£)	Gas and Electricity monthly allowance per property (£)
1	£43.57	£143.82
2	£45.05	£147.07
3	£46.82	£149.89
4	£49.71	£176.62
5	£52.96	£195.65
6	£58.47	£210.86

10. <u>Mail</u>

Any mail at the property addressed to either Pisoria, the Legal Owner, or Alex Dehayen must be forwarded by tenants by placing in the postbox, with the property address crossed out and replaced with "Please forward to: Pisoria, 101 Roman Road, London, E2 0QN".

Any mail arriving at the property addressed to other names, not currently living at the property may be disposed of by the tenants.

Once you have checked-out of the property, you must make your own arrangements for your address to be updated, mail forwarded, or for your remaining flat mates to forward on mail to you. Pisoria will not be able to handle or forward your mail.

11. Other tenants in the property

During your stay in a flatshare property, naturally the other tenants in the property may change. Pisoria is an experienced flatshare manager, and we make every effort to try to ensure that tenants sharing a property all well-matched to each other.

When one of your flat mates is due to leave your property, we welcome your efforts to find the most suitable flatmate for your needs, and we can provide you with marketing materials to assist your own search. However, Pisoria's responsibility to the property owner means that we must also make attempts to find new tenants, and Pisoria must retain the final decision for any new tenants occupying a property.

When one of the bedrooms at a property is vacated by an outgoing tenant, you must not access or make any use of the vacated bedroom, otherwise charges may apply.

12. <u>Giving notice to leave, and your notice period</u>

If you wish to end your tenancy at the end of the fixed term or at any point thereafter then you must give us not less than two months' notice in writing by email to <u>info@pisoria.com</u> with the subject of the email containing the phrase "tenancy end" followed by your property door number and name, and your room number. This notice must end on the last day of a rental period. If you do not give notice then the tenancy will continue as a contractual periodic tenancy until such time as you give notice in accordance with this clause or we give notice in accordance with our statutory right to do so. The contractual periodic tenancy will be on the same terms as your original fixed term tenancy save for

- the tenancy term which will proceed from month to month; and
- the rent which will increase by 5% from the previous figure.

Every 12 months during the periodic tenancy the rent will increase by a further 5% over the rent which subsisted up to that point and this increase will apply without any further notice being given by us.

13. Ending your tenancy early

If you wish to terminate this rental agreement before the expiry of the fixed term, you must give us notice in writing of your request by email to <u>info@pisoria.com</u> with the subject of the email containing the phrase "early termination" followed by your property door number and name, and your room number. You must give us not less than two months' notice, with such notice to end on the last day of a rental period.

You must also pay our reasonable costs in finding a suitable replacement tenant to take on your tenancy on the same terms and conditions for a tenancy with a term at least as long as you have remaining in your fixed term. The replacement tenant must satisfactorily pass Pisoria's credit and referencing checks. You must pay rent until the day before the replacement tenant starts their contract.

Our reasonable costs in finding a suitable tenant may include:

- Advertising the availability of your property/ room.
- Using a third-party letting agent, or agency, to find a replacement tenant.
- Using a third-party to prepare an early and additional check-out inventory for your tenancy, and a check-in inventory for the new tenant.

14. <u>Renewing your tenancy</u>

Towards the end of your initial tenancy we will contact you to see whether you wish to renew your tenancy.

If you wish to renew your tenancy, this will be for a term and at a rent level to be agreed between us. Upon renewal of the tenancy, we will issue you with a new version of your tenancy agreement. A £150 Utility Cost will apply at the renewal of your tenancy.

15. <u>Moving out</u>

By 10am on the last day of your tenancy, you must ensure that:

- Your room and all of the communal areas of the property, including the garden (where applicable) are left in a clean and tidy condition, ready for the next tenant, and that you have removed all of your belongings from the property. If you fail to do so, our reasonable costs of emptying, cleaning and tidying will be recharged to you.
- You have thoroughly cleaned your room and the communal areas of the property.
- (if applicable) you have left the garden in a neat and tidy condition, with lawn cut and any overgrown bushes cut back.
- Made us aware of any known damage in your room or the communal parts of the property compared with when you moved into the property.
- You have sent a video of your room and all of the communal areas of the property, including the garden (where applicable), sufficient to briefly, but clearly check the overall condition of the property. You may find this video easiest to send to us via mobile phone using a service such as Whatsapp. If you fail to send the video of the property, you may be recharged reasonable travel and time costs of Pisoria arranging an urgent attendance at the property at short notice, to ensure that it is in a suitable condition for the arrival of the next tenant.

By midday, 12pm, on the last day of your tenancy you must:

• Personally (not via post) return all of your keys to Pisoria's office at 101 Roman Road, London, E2 0QN.

If you fail to return the keys as agreed and on time, we will charge you our reasonable costs to cover the cost and administrative time involved in obtaining new copies. If we deem it necessary, we may elect to change the locks, in which case you will be recharged the cost of doing this and for all new copies of keys required as a result.

16. <u>General conduct and responsibilities</u>

This section sets out some general conduct expectations and responsibilities during your stay:

- When issues are reported to us, especially those that affect your safety and comfort, we will always act quickly to try to resolve the problem. Unfortunately, occasionally during your stay at the property, due to the nature of misfortune, you may encounter some discomforts or inconveniences in line with those commonly experienced in households from time to time. In those circumstances, we are unable to offer general compensation for discomfort or inconvenience. In some limited circumstances, where an issue has led to you incurring a directly related financial cost, and where it has been pre-approved by Pisoria, we may offer to reimburse those directly attributable, clearly calculated and evidenced expenses.
- Tenants should abide by the law at all times, and conduct themselves so as to allow the quiet enjoyment of the property by all of their flat mates.
- Before entering the property, Pisoria will always attempt to give you at least 24 hours notice. However, sometimes in emergencies, and to allow us to deliver a high level of service in

resolving problems quickly and effectively, this will not always be possible. Where it is not, we will still endeavour to give you as much notice as possible.

- You should ensure that we are provided with the correct email address and contact number at all times.
- Pisoria reserves the right to enter the property to take photographs or video recording for use in promotional and/or advertising materials.
- You should be prepared occasionally, and when given reasonable notice, to show the flat to a potential new tenant when Pisoria is unable to attend to do this.
- Pisoria, or a tradesman acting on Pisoria's behalf, should be allowed access to the Property at any reasonable time, in order to make any necessary repairs, improvements, to show the Property to other potential tenants, or for any other valid reason. Failure to allow entry for any of the above reasons, when a request has been made by Pisoria, will result in a recharge of our reasonable costs in relation to the missed appointment.
- The General Data Protection Regulation (GDPR), introduced 25 May 2018, requires companies to have a valid lawful basis in order to process personal data. It is necessary for Pisoria to hold and process your personal data in order to perform its obligations under this contract and the Pisoria Tenant Agreement. These contracts therefore provide the valid lawful basis required by the GDPR. Further information is available in our General Privacy Policy Statement on our website: <u>www.pisoria.com</u>, and the more detailed and specific privacy policy statement, which you can access along with other tenancy documents via your Arthur Online account (our property management software).

17. <u>Charges which may apply during your tenancy</u>

If you breach any of the terms of your Tenancy Agreement, or this PTA document, unfortunately it may be necessary to charge you for our reasonable costs incurred as a result of any breach. We will do our best to work with you effectively during your stay to avoid the need for any of these charges.

For your information, we have set out below some general guidance, accurate at the time of writing, for costs that we may face, and which we may pass on to you in the event that you breach any of the terms of your tenancy agreement or this PTA. The amounts below are generally reflective of the observed current market rates, and may vary over time and between third-party providers.

- Administrative time
 - Administrative time of Pisoria staff at £15 per hour.
- Contractors and tradespeople
 - \circ £60 + VAT call-out charge.
 - £60 + VAT per subsequent hour or part thereof.
 - £120 + VAT Out of hours call-out charge.
 - £120 + VAT out of hours subsequent hours or part thereof.
 - Missed appointment charges £60 + VAT
- Painting
 - £200 + VAT and materials per room
- Cleaners
 - Cleaning charges at £18 + VAT per hour.
 - £60 + VAT call-out charge for an urgent cleaning appointment.
 - Room deep cleaning at £40 + VAT
 - Property deep cleaning at £180 + VAT
 - \circ £60 + VAT to attend to remove and properly dispose of items left behind after a tenancy.
- Keys

- \circ £5 + VAT per key cut
- \circ $\,$ Call-out charge for contractor to cut keys and attend property to test new keys £60 + VAT.
- Call-out charge to provide access to property for lost keys, £60 + VAT during normal working hours (9am - 5pm), £120 + VAT for out of hours attendance.

• Finding replacement tenants

- Listing property on advertising portals £100 + VAT
- Check-in inventory report £150 + VAT
- \circ Check-out inventory report £150 + VAT
- Letting agent/ agency tenant find service 12% of rent + VAT