



Defence  
Infrastructure  
Organisation

**RENTED LIVING ACCOMMODATION PROJECT**

**BOOKLET 3 – SERVICE INFORMATION**

**Module E – Housing**

**Contract Number: 700219314**

**DATE: 08 March 2022**

**Version V1.0**

## Document Control

This is one of six Booklets as listed below that together comprise the RLAP contract.

| DOCUMENT No.   | TITLE  |
|----------------|--|
| Booklet 1 of 6 | Form of Agreement                                |
| Booklet 2 of 6 | Conditions of Contract (including Contract Data) |
| Booklet 3 of 6 | Service Information                              |
| Booklet 4 of 6 | Employer Supplied Information                    |
| Booklet 5 of 6 | Price Information                                |
| Booklet 6 of 6 | Accepted Plan                                    |

## Document History Record (After Issue)

| Date Issued | Version | Distribution      | Reason for Change   |
|-------------|---------|-------------------|---|
| 27/11/2018  | 0.1     | RLAP Project Team | Drafting  |
| 26/06/2019  | 0.2     | RLAP Project Team | Internal review   |
| 17/01/2020  | 0.3     | RLAP Project Team | Issue for Red Team Review   |
| 20/04/2020  | 0.4     | RLAP PM           | Updates from Red Team Review and cross referencing with Booklet 2                           |
| 31/07/2020  | 0.5     | RLAP PM           | Updates following Red Team review.  |
| 14/08/2020  | 0.6     | RLAP PM           | Updates following Accommodation confirmation of policy change and red team review comments. |
| 07/09/2020  | 0.7     | Commercial        | Updates following legal review comments.  |
| 08/03/2022  | 1.0     | Supplier          | Contract Award  |

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## ANNEX:

### A. INDICATIVE RENTAL CEILINGS

## MODULE E LEAFLETS (EL):

- EL01 General Requirements for The Provision of Substitute Service Single Accommodation (SSSA)
- EL02 General Requirements for The Provision of Substitute Service Family Accommodation (SSFA)

## **1 Tenancy Duration**

- 1.1 The Contractor shall provide to the Authority Substitute Accommodation for a guaranteed initial tenure of six months following the Move In Date of the Occupant. If the Contractor secures Substitute Accommodation with a guaranteed initial tenure in excess of six months then this is at its own risk and the Authority will consider the guaranteed initial tenure as a period not in excess of six months.
- 1.2 The Contractor shall seek to ensure that all properties are available for the anticipated duration of the Applicant's assignment. The Contractor shall undertake annual reviews of existing tenancies and negotiate accordingly in order to avoid existing Occupants having to move from one property to another during the course of an assignment.
- 1.3 Occupants will provide the Contractor with no less than 40 Calendar Days' notice of their intention to vacate a property.
- 1.4 The Contractor shall provide Occupants of Substitute Accommodation with no less than 40 Calendar Days' notice to vacate that accommodation (in the event of the Owner requiring vacant possession or because the lease will not be renewed). The Contractor shall ensure that these periods are agreed in any lease or other arrangement. In the event that the Contractor agrees to periods of notice longer than 40 Calendar Days then this is at its own risk and the Authority will consider the period of notice to be 40 Calendar Days.
- 1.5 The Contractor may not terminate the lease for an Occupied property without the prior approval of the Authority.

## **2 Preferences and Self-Sourcing**

- 2.1 Applicants may express a preference in respect of location and, in the case of SSFA and non-sharing SSSA a preference for a property in which a pet or pets may be kept. The requirements for occupancy with pets are set out in:
  - 2.1.1 EL01- General requirements for the provision of Substitute Service Single Accommodation (SSSA) – Pets, and;
  - 2.1.2 EL02- General requirements for the provision of Substitute Service Family Accommodation (SSFA) - Pets.
- 2.2 Any such preference will be recorded on the application form and approved by the Authority.
- 2.3 Applicants may not nominate properties to the Contractor nor shall the Contractor deal with self-sourcing requests unless formally approved by the Authority.
- 2.4 The Contractor shall advise all applicants who express a preference that if that preference is met, the Applicant may be liable for a Personal Contribution (PC) in accordance with Module E.
- 2.5 For SSFA a Personal Contribution (PC) is not automatically applicable because an Applicant has expressed a preference to keep a pet.

- 2.6 For SSSA applicants may not be housed above their entitlement purely so they may keep a pet.
- 2.7 The Contractor shall record on its IS this advice and shall obtain confirmation from the Applicant that the Applicant has received such advice. In the event that the Applicant disputes that he was so advised then the Contractor shall provide evidence that such advice was given to and received by the Applicant.
- 2.8 The Contractor shall note that there may be properties taken on as Substitute Accommodation prior to the Contract which were self-sourced in accordance with previous iterations of JSP 464. Deposits may have been paid in order to secure these properties, but in such cases the deposit will have been paid by the Occupant to the Owner on the understanding that the Occupant would then deal direct with the Owner in the event of any claims for damage or repair.

### **3 Personal Contribution**

- 3.1 A Personal Contribution ("PC") may be charged by the Authority to an Occupant in the event that the Contractor has achieved a requested preference and the Applicant chooses a property that may be more expensive in terms of monthly rental payments than the maximum rental price for SSFA, or which is in excess of the current, appropriate, Indicative Rental Ceiling ("IRC") for SSSA detailed in Module E. In such instances the Contractor shall provide relevant details when submitting properties to the Authority for consideration.
- 3.2 The Contractor shall notify the Authority of the PC for the property in accordance with the following:
  - 3.2.1 In respect of SSFA the PC is the difference between the actual net rent requested and the Maximum Monthly Rental Price for that particular property type and region in the event that the Applicant has expressed a preference and the Contractor has acted upon that preference.
  - 3.2.2 In respect of SSSA the PC is the difference between the actual monthly rent of the Applicant's chosen property and the IRC if the Applicant has expressed a preference and the Contractor has acted on that preference. The rent of the Applicant's chosen property shall be the net cost of the rent, not inclusive of any utility costs or other such costs that may be included within the rental cost. If no properties are available within the search radius within the IRC then the Personal Contribution shall be the difference between the rental value of the comparable property and the IRC.
  - 3.2.3 The Authority reserves the right, at its sole discretion and on a case by case basis, to remove the IRC for SSSA.
  - 3.2.4 In the event that the Authority decides to dispense with IRCs, either in whole or in part, for SSSA, the Contractor shall calculate any PC(s) as they are calculated for SSFA.
- 3.3 In the event that a change in the rental value of a property or an IRC causes a need to increase the PC then the Contractor shall advise the Authority.

- 3.4 The Contractor will be reimbursed the value of any agreed property rental cost which will include the value of any PC agreed by the Authority. The Authority will action the recovery of the agreed PC from the Occupant and the monies recovered will be received and retained by the Authority.
- 3.5 The Contractor shall manage this process in order that the Applicant is fully aware throughout the process of the likely cost of the PC.

#### **4 Inventories**

- 4.1 The Contractor shall for each Substitute Accommodation property provide an Inventory describing the property's condition to include when appropriate the condition of the garden, any outbuildings, and anything else of note within the curtilage of the property and the condition of all and any fixtures, fittings and furnishings within the property. The Contractor shall provide a complete and thorough Inventory for the property, to include photographs and/or video footage when necessary.
- 4.2 A template of the Inventory form is provided within Booklet 4, Authority Supplied Information. Any proposed changes to this template shall be subject to the approval of the Authority.
- 4.3 The Inventory form shall be agreed and signed at Move-In by the Occupant, the Contractor, and the Owner. Any disputes at the time shall be recorded by the Contractor on the Inventory.
- 4.4 A copy of the Inventory shall be provided to the Occupant and the Owner, and the Contractor shall maintain a copy in electronic format as part of its Information System.
- 4.5 At Move-Out the standard of the property shall be assessed against the signed Inventory and a record made at that time of any discrepancies, failings, and damage. Any disputes at the time shall be recorded by the Contractor on the Occupation End Certificate ("OEC") but must relate directly to the Inventory. Furthermore, the OEC is to contain sufficient detail to ensure that the nature of any failing is clear and unambiguous e.g. how many picture hooks or raw plugs are there in a wall; what size are the stains on floors; how many walls have been patch-painted; which particular carpets are malodorous.
- 4.6 The OEC shall be signed by the Occupant, the Owner and the Contractor.
- 4.7 In the event that the Contractor fails to obtain or fails to agree with all parties an Inventory, the Contractor shall be liable for costs the Authority may have levied against the Occupant.
- 4.8 The Contractor shall ensure that all documentation and supporting information, such as photographs, produced in respect of Inventories shall be clear and unambiguous. In the event of lack of clarity in the documentation or supporting information resulting in the Authority being unable to recover monies from the Occupant then the Authority will recover those monies from the Contractor.

## **5 Licence to Occupy and Property Acceptance Certificate**

- 5.1 Following agreement of the property by the Authority, the Contractor shall ensure that Applicants sign the Licence to Occupy (“LTO”) and the Property Acceptance Certificate (“PAC”) before being allowed to move into Substitute Accommodation.
- 5.2 The relevant forms of LTO for SSFA and SSSA are contained within JSP 464.
- 5.3 A PAC template is contained within Booklet 4 Authority Supplied Information. Any proposed changes to this template shall be subject to the approval of the Authority.
- 5.4 The completed PAC and the LTO shall be made available to the Authority via the Contractor’s IS within 3 Business Days of signature.

## **6 Move-In**

- 6.1 The Contractor shall conduct a Move-In for each Occupant of Substitute Accommodation. The purpose of the Move-In is:
  - 6.1.1 to ensure the Occupant (and his/her family if appropriate) are met at the property by the Contractor.
  - 6.1.2 for the Contractor to liaise with the Owner on behalf of the Occupant.
  - 6.1.3 to ensure hand over of all appropriate keys to the Occupant.
  - 6.1.4 for the Contractor to demonstrate to the Occupant how to work the heating system, hot water system, etc.
  - 6.1.5 for both parties to check and agree the Inventory provided by the Contractor.
- 6.2 The Contractor shall ensure that by the time of Move In the property meets the standard required by this Contract. If necessary, the Contractor shall complete any necessary works, maintenance, cleaning, etc to comply with the Contract by the Move In Date.
- 6.3 In the event that the property does not meet the Move In standard at the time of Move-In, the Contractor shall undertake the necessary works to achieve the Move In standard within 2 Business Days. If required, the Contractor shall provide Temporary Accommodation in accordance with Booklet 2, Conditions of Contract, Clause 15 until the Move In standard has been achieved.
- 6.4 If the property does not meet the Move In standard or doesn’t meet the Required By Date and this incurs additional storage and removal costs to the Service Personnel (SP), then the Contractor shall be responsible for these costs.
- 6.5 Move-In appointments shall be agreed between the Contractor and the Occupant and shall ordinarily occur on a Business Day between the hours of 0830hrs – 1700hrs. The Contractor may be required to undertake Move-In appointments on a non-Business Day and outside the hours of 0830hrs – 1700hrs.
- 6.6 The Contractor shall at Move-In provide the Occupant with a blank 14 Day Observation Report whereby the Occupant may report concerns that he did not raise with the Contractor at Move-In.

- 6.7 The form shall be completed within 14 days of Move In and shall be used to report matters existing at the time of Move In that were either not apparent at the time or that were not recorded on the Inventory, and which the Occupant does not wish to form the basis of a potential charge at Move Out.
- 6.8 The Contractor shall record on its IS the data reported to it and shall also retain electronic copies of each completed proforma.
- 6.9 A template of the 14 Day Observation Report is contained in Booklet 4 Authority Supplied Information. Any proposed changes to this template shall be subject to the approval of the Authority
- 6.10 Personnel may, in the case of SSFA, nominate their spouse / civil partner or a Service proxy, or in the case of SSSA nominate a Service proxy, to view and select a property on their behalf. A proxy certificate is required to be completed and signed by the Service person in order for the proxy to have suitable authority to accept a property on behalf of the Service person. The Contractor shall record and retain the proxy certificate in accordance with this Contract.

## **7 Management of Occupancy**

- 7.1 The Contractor shall manage the period of occupancy to ensure that the requirements of the Contract are met, to include but not be limited to acting as the point of contact for the Occupant so that the Occupant does not deal with the Owner or any other party in respect of his occupation of the property. The Contractor shall make such visits and attendances as are necessary in order to deliver the requirements of the Contract.

## **8 Payment of Rents and Other Payments**

- 8.1 The Contractor shall be responsible for the payment of rents and other payments as appropriate, as identified in Booklet 2 Conditions of Contract.
- 8.2 The Contractor shall submit invoices for which he requires payment in accordance with a payment timetable agreed with the Authority (Booklet 2, Conditions of Contract, Clause 8 - Payment). Invoices shall be presented electronically in accordance with the provisions of CP&F.
- 8.3 The Contractor shall note that there are a number of Unit Identity Numbers ("UINs" or "UIN") likely to be utilised by the Authority notwithstanding, he shall break down each invoice into one UIN per TLB. Budgetary information for each UIN against which Substitute Accommodation is obtained will be requested of the Contractor by the Authority as required.
- 8.4 The Contractor shall in all invoices describe the exact nature of service(s) for which payment is claimed and include details of the associated Unique Transaction Number ("UTN") and the individual pricing items in accordance with the Conditions of Contract.
- 8.5 The Contractor shall ensure the accuracy of all invoices, and individual items contained therein, submitted for payment to the Authority. The Authority will undertake an Assurance Test of the supporting documentation for each invoice submitted for payment prior to acceptance and approval on the CP&F system. Errors and/or



discrepancies shall be identified to the Contractor for agreement and resolution and the Contractor shall submit a revised invoice.

## **9 Fuel Subsidy Scheme**

- 9.1 In the event that the Contractor is unable to source a property to entitlement and provides a property that is over entitlement and qualifies for the Fuel Subsidy Scheme then the Contractor shall reimburse the Authority the cost of the Fuel Subsidy Scheme for any such property for such time as the property is used as Substitute Accommodation. This shall also apply in the event that a property is re-graded and found to be eligible for the Fuel Subsidy Scheme. The Contractor shall be liable for the cost of the Fuel Subsidy Scheme from the date of Move In.

## **10 Building and Contents Insurance**

- 10.1 The Contractor shall ensure that the Owner has adequate buildings and contents insurance to safeguard against any accidental damage to the Owner's property, its structure, fixtures and fittings and any contents specified by the inventory. Any items left in the property without adequate insurance cover are left at the Owner's sole risk, although this does not affect the Owner's rights in respect of proven wilful damage or negligence on the part of the Occupant.

## **11 Utilities**

- 11.1 The Contractor shall be responsible for payment of Occupants water charges and sewage charges and Council Tax for SSFA in accordance with the Booklet 2 Conditions of Contract.
- 11.2 The Contractor shall be responsible for the payment of utility bills, Council Tax, purchase of a television licence, telephone line rental for SSSA in accordance with the Conditions of Contract.
- 11.3 In respect of SSSA, the Contractor shall ensure that gas and electricity is obtained from the most value for money option.
- 11.4 The Contractor shall ensure that all appropriate utilities are available at the point of Move In.

## **12 Appointments**

- 12.1 The Contractor shall make such appointments as are necessary with Occupants in order to deliver the Contract. Cold calling is not permitted.
- 12.2 The Occupant shall be given a minimum twenty-four hours prior notice of cancelled appointments.
- 12.3 Appointment data requirements are referred to in Leaflet AL04 – Management Information.

## **13 Irregular Occupation**

- 13.1 Irregular Occupant's ("IO's" or "IO") are persons (including the family members of that person) who occupy Substitute Accommodation but who have no entitlement to occupy that accommodation. Ordinarily a person becomes an IO when notice to vacate has been served and the person remains in occupation beyond the date of vacation. This date will be notified to the Contractor by the Authority.
- 13.2 In the event that an Occupant becomes an IO the Contractor shall advise the Authority immediately. The Contractor shall also at the same time complete and provide to the Authority a Notice of Charge ("NOC") form. A template is contained Booklet 4 Authority Supplied Information. Any proposed changes to this template shall be subject to the approval of the Authority.
- 13.3 The Contractor shall not use the word 'rental' to or in respect of an IO nor in any way state or imply that there is a tenancy in place as this may hinder taking possession of the property. The Contractor may consider the payment of mesne profits or Violent Profits rather than rent in order not to imply a tenancy.
- 13.4 Within 3 Business Days of an Occupant becoming an IO the Contractor shall commence possession proceedings via the Contractor's solicitor. The Contractor shall attend court as necessary with their solicitor in order to provide any necessary information. When these proceedings have concluded the Contractor shall provide the IO with notice to vacate the property at a particular time and date. The Contractor shall attend the property on this time and date to undertake a Move Out in accordance with the Contract and to return the property to the Owner. The Contractor shall offer to undertake a pre-move out advisory visit in accordance with the requirements of the Contract.
- 13.5 If the IO fails to vacate the property, then the Contractor's solicitor shall apply for an eviction order within 3 Business Days from the date of failure to vacate. The Contractor's solicitor and the Contractor shall undertake such attendance as is necessary in order to secure an eviction.
- 13.6 If the application for an eviction order is granted by the court the Contractor shall advise the IO and the Authority of the eviction date.
- 13.7 The Contractor shall attend the property on the eviction date in order to conduct the Move-Out and to return the property to the Owner. The Contractor may request the attendance of an Authority representative to attend if he believes that the Occupant may be threatening or otherwise uncooperative or disruptive and that such an attendance will be of benefit. The Contractor shall also attend with a locksmith so that the locks to the property (including those to the garage) may be changed once possession is secured.
- 13.8 In the event that the IO offers to vacate the property then the Contractor shall attend the property at the IO's nominated time and date in order to undertake the Move Out. Legal action is not to be cancelled until such time as the IO has vacated the property.
- 13.9 On vacation or abandonment of the property by the IO the Contractor shall take the necessary actions to ensure the property is handed back to the Owner as soon as practically possible.
- 13.10 Occupants who undergo marital estrangement shall be notified to the Contractor by the Authority and the requirements set out in EL02- General requirements for the provision of Substitute Service Family Accommodation (SSFA) for estrangement apply.

## **14 Notice of Vacation of Property**

- 14.1 Occupants will provide, whenever possible, the Contractor with no less than 40 Calendar Days' notice of their intention to vacate the accommodation (upon posting or for any other reason).
- 14.2 The Contractor shall provide the Authority with no less than 60 Calendar Days' notice to vacate the accommodation. The Contractor shall provide Occupants with no less than 40 Calendar days' notice to vacate the accommodation (in the event of the Owner requiring vacant possession or because the lease will not be renewed).
- 14.3 In the event that the property is not vacated on or by the last day of the period of notice to vacate, the Contractor shall proceed as though the property is occupied by an IO.
- 14.4 The Authority shall notify the Contractor of the estimated last day of occupation of Occupants who are to leave the Services or who are no longer entitled to occupy Substitute Accommodation for any other reason.
- 14.5 The Contractor shall issue to the Occupants the following documentation within 2 days of receiving such notification from the Authority (notifications deemed as urgent shall be notified as such by the Authority to the Contractor and the Contractor shall action them on the day of notification):
  - 14.5.1 A Notice to Vacate ("NTV") Letter to be issued to all occupants of the property who are aged 18 years or over on or by the date of vacation of the property; the Authority shall advise the Contractor of the date to vacate. A template of the NTV is contained Booklet 4 Authority Supplied Information. Any proposed changes to this template shall be subject to the approval of the Authority.
  - 14.5.2 Proportionality Exercise ("PE") proforma as contained in JSP 464 Volume 1 Part 2, to be issued to the Licence Holder. The Authority shall advise the Contractor of the date the completed PE is to be returned to the Authority.
  - 14.5.3 A General Data Protection Regulation (GDPR) proforma as contained in JSP 464 Volumes 1 and 2, to be issued to all occupants of the property who are over 18 years of age on or by the date of vacation of the property.
  - 14.5.4 A 'Certificate of Cessation to Entitlement to Occupy Service Family Accommodation (SFA/SSFA) and of Impending Homelessness' ("CCE") (to be modified as appropriate by the Contractor in the event that the property is SSSA) as contained in JSP 464 Volumes 1 and 2. The Authority shall notify the Contractor to whom and to where the CCE shall be sent.
- 14.6 The Contractor shall obtain a certificate of posting or a certificate of serving in respect of the above documents. The Contractor shall not send them by registered or recorded delivery or other such methods unless directed to do so by the Authority. The Contractor shall inform the recipients of the above documents to complete the PE and Data Protection Act proformas and return them to the Authority.
- 14.7 The Authority, upon receipt of the completed PE proforma, may revise the date of vacation and the Contractor shall issue a revised NTV letter to all occupants of the property who are aged 18 years or over on or by the date of vacation of the property.

- 14.8 The Contractor shall complete and issue an Expiry of Notice to Vacate (ENV) letter to the Occupant to provide 10 Business Days' notice that the notice to vacate will expire and that if the Occupant remains in situ after the expiry of the notice to vacate they will become an Irregular Occupant. A template of the ENV is contained Booklet 4 Authority Supplied Information. Any proposed changes to this template shall be subject to the approval of the Authority.
- 14.9 The Contractor shall at the appropriate time serve notice of vacation to the Owner to ensure that the last day of occupation coincides with the last day of the notice to vacate period. Prior to serving such notice the Contractor shall obtain confirmation from the Authority that it is to proceed.
- 14.10 The Contractor shall conduct a Move Out and such other activities as required by the Contract.

## **15 Preparation of Property Prior to Vacation**

### **15.1 SSFA**

- 15.1.1 In respect of SSFA, within 5 Business Days of either giving or receiving notice to vacate, the Contractor shall arrange to visit the Occupant at the property and refer the Occupant to the Accommodation User Guide ("AUG") which provides specific guidance on the preparation of the property so that it will achieve an acceptable Move Out standard.
- 15.1.2 The Move Out standard to be achieved shall be such that the property is left in no worse or no better a condition than it was at the commencement of occupation by the Occupant, subject to fair wear and tear. Should the Contractor choose to replace, renew items subject to fair wear and tear, then they shall not be reimbursed by the Authority.
- 15.1.3 The Contractor shall also provide the Occupant with an estimate of the likely cost of restoring the property to the required Move-out standard.
- 15.1.4 The Contractor shall record his advice and likely costings on a Pre Move Out Form ("PMO") and provide a copy to the Occupant within 2 Business Days. A template of the PMO is contained Booklet 4 Authority Supplied Information. Any proposed changes to this template shall be subject to the approval of the Authority.
- 15.1.5 The Contractor shall record this advice on its IS.

### **15.2 SSSA**

- 15.2.1 In respect of SSSA, within 5 Business Days of either giving or receiving notice to vacate, the Contractor shall refer the Occupant to the AUG which provides guidance on the preparation of the property so that it will achieve an acceptable Move Out standard. The Contractor shall include estimates of likely costs of

typical repair events if they are left undone. The Contractor shall record this advice on its IS.

- 15.2.2 For the purposes of providing the Occupant with an estimate of the likely cost of restoring the property to its condition at Move In, the Contractor shall work with the Authority to produce an agreed schedule of prices.

## **16 Move-Out**

- 16.1 The Contractor shall conduct a Move Out for each Occupant of Substitute Accommodation. The purpose of the Move Out is for the Occupant to return the property (or bedroom in the case of shared SSSA, or the property if the last Occupant is moving out and the property is to be returned to the Owner) to the Contractor who shall undertake a full Inventory check to assess cleanliness and dilapidations against that taken and agreed at Move In.
- 16.2 The Contractor may take the opportunity to undertake a concurrent return of the property to the Owner if there is no successive Occupant.
- 16.3 The Contractor shall record all deficiencies and/or damages in writing on the Occupation End Certificate ("OEC") with, if necessary, photographic or other evidence as required in the event of any subsequent dispute and/or claim.
- 16.4 The purpose of OEC is defined in the Conditions of Contract and is to be signed by the Contractor, the Occupant, and the Owner if present.
- 16.5 The Contractor shall notify the Authority by electronic means via the Restricted Lan Interconnect (RLI) that a Move Out has occurred within twenty-four hours of the Move Out.
- 16.6 A template of the OEC is contained Booklet 4 Authority Supplied Information. Any proposed changes to this template shall be subject to the approval of the Authority.
- 16.7 The Contractor shall retain each signed OEC and ensure they are stored as data on its IS.
- 16.8 The Contractor shall record on the OEC items which are potentially chargeable to the Occupant in order to bring the property to the Move In condition (taking into account fair wear and tear, and items reported to the Contractor as 14 Day Observation Report events and include all costs involved in replacing pre-paid utility meters. The Contractor shall record on the OEC, prior to its signature by any party, estimates of costs of rectifying the potentially chargeable items, using the schedule of rates and prices referred to in this Module.
- 16.9 The MoveOut standard to be achieved shall be such that the property is left in no better and no worse a condition than it was at the commencement of occupation by the Occupant; that items subject to fair wear and tear are not replaced or renewed or reconditioned; and that any reasonable claims from the Owner that may arise are avoided, provided that the advice given to the Occupant by the Contractor has been complied with in a satisfactory manner.
- 16.10 The Contractor shall read and record all utility meter readings.