

HOUSING CONTRACT GUIDE



Finding your accommodation and signing a legally binding document can seem like a scary prospect, but a contract is there to protect both parties and can help to ensure that you know what is expected of you and the landlord.

We strongly encourage you to read through the contract yourselves, familiarise yourself with the key points and raise anything you are unsure of directly with the landlord or estate agent. If they are not happy to answer your questions it could be an indicator that they may be less helpful if you had problems later on.

1

Check the type of contract you have; that it is the right type of contract and that you understand what that means for you.

Private rental – Assured Shorthold Tenancy An assured shorthold tenancy (AST) is the most common type of tenancy if you rent from a private landlord or letting agent.

Most landlords give you a written contract to sign before your tenancy starts. It will usually have a fixed term – often 6 or 12 months – but could be a periodic agreement which rolls weekly or monthly. You have to pay the agreed rent for at least the length of the fixed term.

Private rental shared house/flat– Joint Assured Shorthold Tenancy –Joint and Several Liability: If you sign a joint tenancy with another person or group of people, you have exactly the same rights and obligations as each other. You are all equally responsible for adhering to the conditions of the agreement. For example, if one person doesn't pay their share of the rent, the others could have to pay it for them. As a group, each of you is responsible for ensuring that the whole rent is paid. If you are wanting to leave the house, you will need to find a replacement or continue to pay your share of the rent.

Private rental in landlord's house – Lodger agreement: Resident landlords offer rooms in their own homes and share living spaces. There are less regulations with Lodger agreements and as such notice periods can be shorter as long as they are 'reasonable'. This could be fixed term or on a rolling monthly or weekly agreement. As you are in the landlord's house they may wish you to live by a more prohibitive list of 'house rules'. Ensure that you are happy to do so before you sign up. Deposits paid by lodgers aren't covered by tenancy deposit protection rules.

2

Check your details are correct. This may sound basic but this is key. We have seen errors with all of the following so take the time to check.

- Names and address – If the tenancy agreement does not have the landlords name and address, you can request this from the agent
- Tenancy length – Do the move in and out date match the length of the contract. 47 to 48 weeks is the standard fixed term for student houses in Exeter. Check if you need to give notice before the end of the fixed term.
- The rent is what you expected. Do the instalments add up correctly?
- The number of rooms

MYTH BUSTER

You do not have to have a written contract but it is best to have this, as it protects both parties. If your landlord is not offering one, you can ask for one.

CONTRACT CONCERN!

You should have access to the property for all the time that your tenancy runs. If you are not allowed into the property until a later date you should not be paying for that time. Go back to your landlord!

3

Payment Dates: You may wish to negotiate revised payment dates with the landlord if the payments dates do not match with your student finance payments. For example, breaking a large payment into smaller payments or asking for the payment date to be changed to be in line with your maintenance loan dates.

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Do you need a Guarantor? This will usually be a member of your family living in the UK who will sign a contract agreeing to cover your financial obligations for the tenancy if you fail to do so. If you have a joint tenancy where a guarantor is present the landlord should ask them first before the other tenants.

If you do not have anyone UK based to act as a guarantor then you will have to negotiate with the landlord as to what you can do instead. Some landlords may insist that you pay all the rent in advance or use a company to act as a Guarantor.

As a guarantor, parents are also entitled to information on the Tenancy Deposit Scheme.

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Are Utilities included? If you are expecting that utilities are included this should be stated in the contract. If this is in your contract, we would also expect to see reference to a fair usage cap, although not all landlords will do this. This means that if your bills exceed the level stated, you may be asked for an additional fee. If your bills are not included take meter readings when you move in and move out and try and have all tenants named on the bill. Even if your bills are included, we would recommend taking meter readings when you move in and move out in case of any dispute.



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Tenant Responsibility: A large amount of the contract will list your obligations as a tenant and we would expect it include the following and more!

- To pay the rent
- Keep the property in a good condition and pay for damage that you have caused
- Not be a nuisance to anyone with noise or behaviour
- Not doing anything illegal on the property
- If you have not rented before you may be surprised about what you are responsible for such; as checking the smoke detectors, keeping the garden tidy, ensuring that the property is ventilated properly and ensuring that the pipes don't freeze in cold weather by leaving the heating switched on to a minimal level. You may also want to switch the water off at the stopclock if you are away from the property.
- Being responsible for maintenance of essential goods in the house, this refers to you using them properly and keeping them clean etc, but not that you would have to replace a fridge that has stopped working (unless you have broken it)!
- These responsibilities should be reasonable. For example, if it states that you are not allowed to wear shoes in the house, this is not reasonable!

CONTRACT CONCERN!

We have seen contracts where tenants are not allowed gatherings of more than 6 people or overnight guest. This is unreasonable, you are allowed guests over, but if by doing it you are causing a nuisance to your neighbours and fellow housemates, only then are you in breach of your contract.



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Landlord responsibility: This will be a shorter section than the tenants responsibilities.

- Let you enjoy peacefully enjoy your time in the property. If the landlord is coming around all the time or without your permission, that would be a breach. If the landlord or an agent of the landlord visits, this should be with 24 hours' notice unless this is an emergency.
- Provide you with the following and ensure compliance with the regulations
- Gas safety check: All gas appliances must be checked every 12 months by a Gas Safety Registered accredited engineer and certified safe to use.
- Smoke alarms on each floor and carbon monoxide detectors in any room with a coal fire or wood burning stove
- Energy Performance Certificates (EPC): The EPC gives you an idea of the energy efficiency and environmental friendliness of the property.
- Government Guide- How to rent: If not, you can access it here. www.gov.uk/government/publications/how-to-rent
- Protected Deposit: It is usual for landlord to ask for a security or damage deposit. Given the value of most student rents this is likely to be capped at 5 weeks rent. You must be given full details of the scheme used by the landlord to legally protect your deposit and the landlord must do this within 30 days of you paying the deposit. If they do not there can be consequences for the landlord.
- See here for more information on protection schemes - www.england.shelter.org.uk/housing_advice/tenancy_deposits
- Landlords have extra legal responsibilities if the home you rent is a house in multiple occupation or HMO. The extra rules are there to reduce the risk of fire and to make sure that people living in shared houses or flats have adequate facilities. If there are 5 or more unrelated people living in it the landlord must get a licence from the council.
- Ensure that the property is fit for habitation and that the property is insured. Living in the property should not affect your health, put you at risk of physical harm or injury or mean that you cannot make full use of your home.
- Your landlord must carry out repairs within a reasonable period of time - but that only begins once you've told them about the problem.

MYTH BUSTER

The landlord's house insurance will not cover your belongings. You should consider getting contents insurance for your belongings.

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Inventory: If this is not provided by your landlord, you can do your own, but ideally arrange to inspect the house with the landlord at the start of the tenancy noting not only the furnishings but also the condition of walls, flooring, ceilings, doors, windows and fittings. If anything looks less than 100% condition take date stamped photos, even of the most minor defects – these are the things that can cause the most problems in getting your full deposit back at the end of the year. The process should be repeated just prior to the moving out date and a comparison made to look at any attributable damage that you may need to pay for.

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Tenant fees ban: Most fees charged by landlords and agents are banned or restricted following new legislation from 1 June 2019.

- You cannot be charged for referencing /guarantor checks, administration, credit and immigration checks.
- You can only be charged a late payment fee once you're 14 days late with rent. The late payment fee must be mentioned in your agreement and you can't be charged more than 3% APR above the Bank of England base rate. You can only be charged by either your landlord or agent – not both.
- You can be charged the reasonable costs of a replacement key if this is mentioned in your tenancy agreement.
- You can be charged £50 if you want to change a term in your tenancy or assign it to someone else. The landlord can only charge above this if they can prove it cost them more. For more information please see our **housing rights web page**.

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Right to rent? Before renting out a room or a property, private landlords and agents are legally required to check the immigration status. You have the right to rent if any of the following apply:

- you're a British or EEA citizen
- you have indefinite leave to remain or settled status
- you have refugee status or humanitarian protection
- you have permission to be in the UK, for example, on a work or student visa
- the Home Office has granted you a time limited right to rent



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Council Tax: Full time students are exempt from paying Council Tax so if your landlord is saying that this is part of your bills this is not correct. You need to let the Council know who is living there, and the University will automatically send confirmation of status after registration has been completed for 2020/21. If any tenant ceases to be a full-time student Council Tax becomes payable.

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Discrimination: The main law that covers discrimination in housing is the Equality Act 2010 – Part 4 is about housing. It covers you when you're looking for a place to live or living somewhere. The landlord should not rent a property to you on worse terms than other tenants.

- a. treat you differently from other tenants in the way you are allowed to use facilities such as a laundry or a garden
- b. evict or harass you because of discrimination
- c. refuse to make reasonable changes to a term in the tenancy agreement which would allow a disabled person to live there.

Make sure you are happy with the house, contract, people you are living with and do not feel rushed into signing up to a property – as you will be tied in.

If you have any further queries either now or in the future about your tenancy then please do contact us at the Advice Service via email **advice@exeterguild.com** or at one of our Drop in sessions. For more information visit

www.exeterguild.com/advice

Shelter and/or the Citizens Advice website also have a wealth of useful information.

www.england.shelter.org.uk/housing_advice/private_renting/letting_agent_fees_for_tenants

www.citizensadvice.org.uk/housing/renting-privately/

The Students' Guild Advice Service offers free, impartial and confidential information, advice and support to students at Exeter. We are a separate organisation to the University and your information is confidential to the Advice team.

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