

## TENANCY ADVICE

### **RIGHTS**

Under English law, most private tenants in England are considered to be on an 'assured shorthold tenancy'. As an assured shorthold tenant you are entitled to:

- A statement from your landlord of the terms of the agreement.
- To stay in the property until the fixed term ends (unless the terms of your tenancy agreement have been broken).
- To stay on after the end of the fixed term, even if the agreement is not renewed, until your landlord gives you notice.
- To have the property kept in a reasonable state of repair by the landlord.
- To carry out minor repairs yourself and the right to deduct the cost from the rent (with previous agreement from landlord).
- Not to be treated unfairly because of your race, sex, sexuality, or religion.

### **RESPONSIBILITIES**

#### **Tenant's Responsibilities**

- Pay rent and utilities according to rental agreement.
- Maintain the property in sanitary condition.
- Dispose of rubbish properly.
- Pay for fumigation of infestations caused by the tenant (e.g. fleas from a cat).
- Properly use and look after all electrical, gas, heating, plumbing, and other appliances provided by the landlord.
- Do not cause intentional or careless damage to the property.
- Do not permit substantial damage to the property or substantial annoyance (like a dog barking all night) to persist.
- Upon moving out, restore the property to the same condition as when the tenant moved in, aside from normal wear and tear.
- Follow all written agreements in the lease or any other signed tenancy documents.

#### **Landlord's Responsibilities**

- Maintain and repair the property to comply with housing regulations.
- Maintain structural components of the property (roofs, floors, walls, fireplaces).
- Provide adequate locks and keys.
- Maintain electrical, plumbing, heating and appliances in good working order.
- Keep the property in reasonably weather-tight condition.
- Control insects, rats, and other pests before the tenant moves in.
- In apartments, studios, or any property excluding houses, the landlord must provide rubbish bins and arrange for rubbish removal.
- Keep common areas such as lobbies, stairways and halls reasonably clean and free from hazards.
- Make repairs to keep the property in the same condition as when the tenant moved in, except for normal wear and tear.
- Provide smoke detectors, and ensure they work properly when a new tenant moves in (tenants are responsible for maintaining detectors).
- A landlord is not responsible for the cost of correcting problems which are caused by the tenant.

## **YOUR TENANCY AGREEMENT**

One of the most common causes of dispute in accommodation is the **Tenancy Agreement**. You should read any contract or agreement carefully *before* signing.

### **What is a tenancy agreement?**

In England and Wales, landlords do not need to give you a written tenancy agreement. However if you ask for one they must provide one within 28 days.

- A tenancy agreement is a contract between you and your landlord.
- It may be written or oral (but written contracts are recommended).
- The tenancy agreement gives certain rights to both you and your landlord, e.g. your right to occupy the property and your landlord's right to receive rent.
- The tenancy agreement can give you or your landlord more than your statutory legal rights but cannot give you less than your statutory legal rights.

### **Written tenancy agreements**

A written tenancy agreement should include the following details:-

- Your name and your landlord's name and the address of the property
- Date the tenancy began
- Details of whether other people are allowed the use of the property
- Duration of the tenancy
- Amount of rent payable, how often and when it should be paid
- When and how rent can be increased
- Whether rent includes council tax or fuel
- Whether your landlord will provide any services, for example, laundry, or meals and whether there are service charges for these
- Length of time which you and your landlord need to give if the tenancy is to end.
- Signed by both you and your landlord.

### **Oral Tenancy Agreements**

- A tenancy agreement exists even if there is only an oral agreement between you and your landlord.
- However, oral agreements can be difficult to enforce because there is often no proof of what has been agreed.
- It is always best to have something in writing signed by both parties.

### **Changing your Tenancy Agreement**

- A tenancy agreement can only be changed if both you and your landlord agree.
- If you both agree, the change should be recorded in writing, either by drawing up a new written document setting out the terms of the tenancy, or by amending the existing written tenancy agreement – which both parties should sign.

### **Is the Tenancy Agreement 'Unfair'?**

- The tenancy agreement is a form of consumer contract and as such it must be in plain language which is clear and easy to understand.
- It must not contain any terms which could be 'unfair', i.e. anything that could disadvantage you or the landlord, enable one party to change the terms without a valid reason or bind you to terms with which you are not familiar with.

## **GENERAL TENANCY NOTES**

### **Fixed Term Contracts**

- In most cases students will sign fixed term contracts with the landlord, either individually or as part of a shared household. In a fixed term contract, you'll be required to pay a certain amount of rent for a certain period - it may be six, nine or twelve months.
- You must be absolutely sure you wish to stay in the property for the entire length of the contract before signing. Once signed the contract is binding for the full length of the term and you will have to pay the rent for that time. This can be true even where you don't actually move in.
- If the property becomes unfit to live in, or if fraud or misrepresentation on the part of your landlord can be proved, it is okay to break the contract.
- If you do wish to leave early, the landlord is under a legal obligation to try to find a new tenant. But if they can't, you have to pay the full rent.

### **Furnished Accommodation**

If a property is 'furnished', you should expect a level of furniture that would be reasonable to allow you to live in the property. This would include:

- Table and chairs in the kitchen/living room
- Sofa and/or armchairs in the living room
- A bed and storage for clothes in each bedroom
- Heating appliances
- Curtains and floor coverings
- A cooker, fridge, kitchen utensils and crockery.

### **Inventory**

- An inventory is a list of furniture and other contents which have been provided in the property by your landlord.
- Your landlord usually writes the inventory. It should list everything provided in the property for use by you, with a description of the items, including their age and condition.
- You should check that you agree with the inventory, sign and date it.
- If your landlord does not provide an inventory, you can write one as soon as you move into the property and get it signed and dated by someone who is not a close relative or friend.

### **Wear and Tear**

- Over time, most household furniture and contents deteriorate as a result of normal use, for example, floor coverings will become worn. This is known as 'wear and tear', and you would not be responsible for replacing these items.
- If the extent of the wear and tear means that it causes a hazard (for example, springs in an armchair begin to stick through the upholstery), your landlord should repair or replace such items.
- If your landlord has supplied an appliance such as a cooker or a washing machine that was working as the beginning of the tenancy, they have a responsibility to repair or replace it if it breaks down, unless this is the result of your negligence.

## Repairs

*There are certain repairs which will always be your landlord's responsibility, whether or not they are specifically mentioned in the tenancy agreement:*

- The structure and exterior of the property (such as walls, floors and window frames) and the drains, gutters and external pipes.
- Water and gas pipes and electrical wiring (including taps and sockets)
- Basins, sinks, baths and toilets
- Fixed heaters (for example, gas fires) and water heaters; but not gas or electric cookers.

After giving notice of the need for repair, the tenant must wait the required time for the landlord to begin making repairs.

Those allowable waiting times are:

- 24 hours for no hot or cold water, heat, or electricity, or for a condition that is immediately hazardous to life
- 72 hours for repair of refrigerator, cooker, and oven, or a major plumbing fixture supplied by the landlord
- 10 days for all other repairs

If repairs are not started within the allowable time, and your rent and utility payments are up to date, you may select the following options:

- Move out. After waiting the required time, the law allows tenants to give written notice to the landlord and move out immediately.
- Litigation. A tenant can hire a lawyer and go to court to force the landlord to make repairs.
- Hire someone to make the repairs. Before the work is done, the tenant must submit an estimate to the landlord. The total cost of the repairs may be deducted from the rent but cannot exceed the amount of one month's rent.
- You may not withhold your rent payments until the landlord makes repairs. You can be evicted for doing this.

## Landlord's Access to the Property

- Your landlord has a right to reasonable access to carry out repairs.
- Your landlord also has a right to enter the property to inspect it but they should always ask your permission and give you at least 24 hours notice.
- In case of emergency, the landlord can enter without notice.
- Your landlord does not have a right to enter in any other circumstances unless they have a court order to do so.

## Damage to the Property

- You must take care of the property by doing little jobs which can reasonably be expected of you; for example, unblocking drains and mending fuses.
- You should also inform the landlord about any situation which could cause damage to the property, for example, a leak in the roof.
- If your landlord claims that you have damaged the property, they will normally keep all or part of any deposit you may have paid to cover the cost of damage.

### **Getting a Deposit Back at the End of a Tenancy**

- If you paid a deposit to your landlord at the start of a tenancy as security for any rent owed or damage to property, this should be returned at the end of the tenancy if the property has been left in good condition.
- Your landlord must use a tenancy deposit protection scheme. This means your deposit is safeguarded and there are procedures (not involving the court) that can be used to sort out problems about the deposit at the end of the tenancy.
- If your landlord refuses to return the deposit or makes deductions, you should check the terms of the tenancy agreement or the agreed inventory to see what the deposit was supposed to cover.
- In cases of damage to property, it will often be cheaper for you to make good the damage before your landlord comes to inspect the property than for your landlord to charge for the cost of getting repairs done.

### **Moving Out**

- When you want to move, it is important to give appropriate notice to your landlord. In most cases it is not necessary to provide written notice if you are moving out at the expiration of a tenancy agreement, though you should check your tenancy agreement.
- If you leave before your tenancy agreement expires, you are responsible for paying the rent for the remainder of the lease. However, the landlord must make an effort to re-rent the property at a reasonable price. You can help by recommending someone.
- If you stay beyond the expiration of the lease, and the landlord accepts the next month's rent, then you are assumed to be renting under a month-to-month agreement. Written notice at least 20 days before the end of the rental agreement is required to move out.

## **COMMON PROBLEMS**

### **What documents and information must the tenant receive**

By law, as a tenant, you must be given the following information:

- If you do not know the name of your landlord, you can make a written request to the person who receives the rent. The agent must supply you with your landlord's name and address in writing within 21 days.
- If you have a weekly tenancy, your landlord must provide a rent book or similar document.

### **How to find out who the landlord is**

If you do not know the identity of the landlord, you can write to the person who last collected your rent, asking for your landlord's full name and address. You should send this letter by recorded delivery and keep a copy. If the person to whom you have written does not reply within 21 days, you can inform the Tenancy Relations Officer:

**Tel:** 0161 234 4815

**Email:** [tenancy.relations@manchester.gov.uk](mailto:tenancy.relations@manchester.gov.uk)

If you need your landlord's identity because of an emergency, it may be quicker to inform the local authority of the emergency – i.e. Manchester City Council (0161 234 5000) or Salford City Council (0161 794 4711).

### **Paying the rent and council tax**

- As a full-time student you do not need to pay council tax.
- Excel College can provide you with a letter to show to your local council.

### **Right to stay**

Your landlord cannot evict you with no good reason during the first six months of the tenancy, or during the initial fixed-term, whichever is the longer.

### **Shared accommodation**

- House in Multiple Occupation (HMO): you share a toilet, bathroom or kitchen with people who are not members of your family.
- Your landlord will need a licence if you live in an HMO. If you are living in a property which is licensed, this means that the property has to meet certain standards and the landlord has to abide by certain conditions.
- If you live in an HMO, you must cooperate with your landlord:
  - Follow your landlord's arrangements for storing and getting rid of rubbish
  - Follow any reasonable instructions about fire safety.

### **Discrimination**

Your landlord must not discriminate against you because of your race, sex, disability, sexuality or religion. They may be breaking the law if they:

- Rent a property to you on worse terms than other tenants because you are not British.
- Treat you differently from other tenants, i.e. garden access, laundry access, etc.
- Evict or harass you because of your race, sex, disability, sexuality or religion.

The rules about discrimination because of sex, disability, sexuality or religion, generally don't apply if your landlord lives in the same property as you. However, your landlord still mustn't discriminate against you because of your race.

### **The landlord harasses the tenant**

It is an offence for your landlord to do anything which they know is likely to make you leave the home or prevent you from exercising your legal rights. This would include, for example, repeatedly disturbing you late at night or obstructing access to the home, creating noise or disconnecting supplies of water, gas or electricity.

It's against the law for a landlord to harass you because of your race, sex, sexuality, religion or disability. Harassment can include both actions and language that you find offensive.

If you are subjected to harassment, the matter should be reported to the Police (0161 872 5050) or to the Tenancy Relations Officer:

**Tel:** 0161 234 4815

**Email:** [tenancy.relations@manchester.gov.uk](mailto:tenancy.relations@manchester.gov.uk)

### **Example**

**"I'm a woman living on my own in a rented flat. The landlord has kept the keys and keeps coming round. He says it's to check on the property, but really he just makes suggestive comments to me. I don't know what to do. I don't want to say he can't come into the flat in case he evicts me."**

*Your landlord doesn't have the right to treat you like this. This is sex discrimination. And although he has the right to keep the keys, he doesn't have the right to come into your flat whenever he feels like it.*

### **Common areas**

Your landlord is normally responsible for repairs to common parts of the building, for example, stairways, lifts, hallways or garden paths shared with other tenants.

### **The tenant is asked to move out for repairs to the property**

- If your landlord wants to carry out improvements, they must get your permission to enter the home and do the work.
- Your landlord may have to provide alternative accommodation for you.
- If you do not want to move, your landlord has the power, in some circumstances, to repossess the property.

### **If you take lodgers and sub-tenants**

A lodger is someone who lives with you; you provide food and laundry for them.

- Some private tenants in an unfurnished property have the right to take in lodgers, but you should check your tenancy agreement first.

A sub-tenant has their own separate room within the property.

- If you are a private tenant you should seek your landlord's permission before sub-letting unless the tenancy agreement specifically allows this. There is no appeal against a private landlord's refusal to allow sub-letting.

### **If you are a lodger**

The legal position of lodgers is less secure than tenants and you can be asked to leave without the landlord requiring a court order. However, this also gives you greater flexibility when it comes to leaving your property.

### **Overcrowding**

A home is overcrowded if:

- There are more than the 'permitted number' of people living there; or
- Two or more people of the opposite sex aged ten or over, who are not living together as husband and wife, have to sleep in the same room.

### **Gas, electricity and water supplies**

Your landlord must provide the services which are reasonably required by you. These services include the supply of gas, electricity and water.

### **Responsibility for bills**

As the tenant you must pay for the fuel and water you use. You may pay the bill yourself, or the cost of fuel and water may be included in the rent.

### **Charging for fuel**

- If you pay money to your landlord to pay fuel bills, but you think the amount is too high, you should ask to see the bill before paying it.
- If fuel is paid for with the rent, you should check whether the tenancy agreement describes how this is assessed. If the rent is registered with the Rent Officer, the amount for fuel may be specified and this cannot be changed without the agreement of the Rent Officer.

### **The landlord fails to pay a fuel bill**

If your landlord is responsible for paying the fuel bills and has not done so, the supply may be cut off. If you have had your supply cut off, or think that this might happen, you could contact the Tenancy Relations Officer:

**Tel:** 0161 234 4815

**Email:** [tenancy.relations@manchester.gov.uk](mailto:tenancy.relations@manchester.gov.uk)

### **The landlord disconnects the gas, electricity or water**

You have a right to any services which you need for your home, without any interference from your landlord. Your landlord should not cut off a fuel or water supply because you have not paid your rent.

### **Safety of electrical appliances**

Your landlord is responsible for ensuring that any electrical appliances supplied with the property are safe. This includes heaters, cookers, kettles, and any other electrical goods. If you are concerned that an electrical appliance is not safe, you could contact Consumer Direct: 0845 404 0506

### **Safety of gas appliances**

Your landlord must ensure that any gas fittings and appliances are safe. Your landlord must arrange and pay for safety checks at least once every twelve months. If your landlord does not carry out regular inspections of gas appliances or if they refuse to give

you a copy of the inspection record, you could contact the Gas Safety Advice Line: 0800 300363

### **Furniture fire safety**

Any furniture provided by your landlord must be fire resistant, unless the landlord is letting a room in their own home.

### **Damage or loss to contents/furniture**

If you have damaged furniture or fittings you should tell the landlord what has happened and seek to agree on how the replacement or repair is to be arranged, and how payment will be made.

### **Insurance**

You are responsible for arranging home contents insurance cover for any possessions which you own.

### **Television licenses**

If there is a television in the property, you are responsible for obtaining a television license.

[www.tvlicensing.co.uk](http://www.tvlicensing.co.uk)

### **Keeping pets**

You can keep pets as long as it is not specifically forbidden in the tenancy agreement and it does not cause a nuisance to neighbours.

### **Fixing and increasing the rent**

- As an assured shorthold tenant you must pay whatever rent you agreed with your landlord when the tenancy began.
- Your rent cannot normally be increased unless you agree or the tenancy agreement allows it.

### **Facing eviction**

If you have been asked to leave the property by your landlord or have been told by them that they are taking court proceedings for possession, you should consult an experienced adviser, for example, at a Citizens Advice Bureau.

### **Property left in the home after the tenant leaves**

- Property you left behind still belongs to you and normally should be returned to you when you ask for it.
- If you leave things behind when you give up a tenancy, your landlord may charge for the cost of clearing them out of the home.

## **HELP AND ADVICE**

Community Legal Advice: [www.clsdirect.org.uk](http://www.clsdirect.org.uk) and [www.communitylegaladvice.org.uk](http://www.communitylegaladvice.org.uk)

Legal Services Commission: [www.legalservices.gov.uk](http://www.legalservices.gov.uk)

Citizens' Advice Bureau: [www.manchestercab.org](http://www.manchestercab.org) or [www.citizensadvice.org.uk](http://www.citizensadvice.org.uk)