

Rights & responsibilities of landlords & tenants

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HOUSING ADVICE

What is an Assured Shorthold Tenancy (AST)?

ASTs are the most common form of tenancy agreement used by landlords. ASTs can either be created verbally or in writing: both forms are valid and both give rights to both landlord and tenant. They can be either joint or single, fixed-term or periodic (runs until either party gives notice) and written in a language that is either simple or technical. There is no maximum period for tenancy agreements.

Landlords cannot gain possession of a property within the first six months of an assured shorthold tenancy no matter how long the fixed term lasts, unless there are certain breaches of contract.

What should a tenancy agreement include?

Most Assured Shorthold Tenancies outline the statutory (legal) rights of landlord and tenant. Landlords can also include additional clauses so long as those clauses are legal and 'fair' (this term is discussed later). A landlord could, for example, forbid tenants to keep pets in the property unless s/he has given their consent. The tenancy agreement cannot, however, be used to remove the statutory rights of either landlord or tenant, no matter what it states in writing. For example, if a non-resident landlord states in a tenancy agreement that s/he retains the right to enter the property for their own use, this does not make it legal. In such circumstances, the tenants could take action against the landlord for harassment.

The Union Advice Centre has an approved AST agreement which Home Run registered landlords are welcome to use. We can also provide website details of House/Flat share agreement. Students are advised to have all tenancy agreements explained by an Advice Worker before signing.

Landlords' Statutory Responsibilities:

Repairs

- Structure and exterior of the property
- Baths, sinks, basins and other sanitary installations
- Heating and hot water installations
- Gas and electrical items provided by the landlord which do

not function through no fault of the tenant (see Housing Repairs leaflet).

Safety

- Ensuring there is an annual gas inspection by a Gas Safe Register registered inspector
- Ensuring that electrical installations and any electrical appliances supplied by him/her are safe to use
- Ensuring that any furniture and furnishings supplied meet the fire resistance requirements in the Furniture (Fire Safety) Regulations 1988. Only furniture made before 1950 is exempt from these regulations.

General

- Give 24 hours notice in writing if they intend to visit the property
- Keep to the terms of the tenancy agreement
- Protect the damage deposit with one of the three approved Tenancy Deposit Protection schemes (see Deposit leaflet)
- Give tenants two months notice to quit, in writing, if they wish them to leave at the end of the fixed term, or after it expires.

Landlords' Rights

- To gain access to the property by giving 24 hours notice in writing, or immediately if there is a real emergency
- Inspect the property at reasonable intervals and with 24 hours notice in writing; a reasonable interval might be every 4 months of occupancy
- Seek a possession order through the courts if the tenants have committed a serious breach of the tenancy agreement and, if granted, a possession order to have the tenants evicted. For information on the grounds for possession, see the ODPM booklet "Assured Shorthold Tenancies" available from the Union Advice Centre
- Make deductions from the damage deposit following Tenancy Deposit Protection Scheme guidelines where actual damage has been caused by the tenants, and not in the case of normal wear and tear.

Tenants' Responsibilities

- Pay Council Tax (full-time students are exempt from paying Council Tax, part – time students may be exempt). For more information ask at the Union Advice Centre or see our leaflet 'Students and Council Tax'
- Pay for water and sewerage charges and all other bills for services (gas, electricity, telephone), unless otherwise stated in the tenancy agreement
- Take proper care of the property and use it in a tenant-like manner
- Pay the rent as agreed and keep to the terms and conditions of the agreement.

Tenants' rights

- The right to 'Quiet Enjoyment'. Landlords do not have the right to enter the property unless they have given 24 hours notice
- The right to remain in the property until an eviction order is served
- The right to receive a copy of a current Gas Safe Register Gas Safety Certificate from the landlord within 28 days of requesting one
- The right to be given the name and address of their landlord within 21 days of making a written request to the acting agent
- The right to know which approved Tenancy Deposit Scheme their deposit is registered with within 14 days of signing a Tenancy Agreement and paying their deposit.

What else should be included in a tenancy agreement?

- A statement of what the deposit may be used for, with which scheme it is protected in and the scheme regulations for returning it
- An explanation of when rent is due and how it should be paid
- An explanation of any responsibility for the tenant to maintain the garden (landlords should provide tools if they wish tenants to do this)
- Information about the frequency with which the landlord wishes to inspect the property
- Clarification of the procedure for reporting repairs
- Statement explaining what will happen if the property is rendered uninhabitable by fire

- A detailed inventory which describes the condition of the property itself and of the items provided by the landlord.

A note on Unfair Contract Terms

Sometimes landlords include clauses in contracts that are deemed to be “unfair” in law. An example of such a clause would be the statement that: “tenants may not have guests to stay in their room overnight”. Another commonly included but factually incorrect statement is that a landlord can evict tenants automatically – any landlord wishing to evict a tenant must seek a possession order. If a dispute arose over clauses and a court deemed them unfair it would, therefore, not enforce them.

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