

Tenancy Agreements

Union Advice Centre

Union House
University of East Anglia
Norwich
NR4 7TJ

Open:

Monday - Friday 9am - 5pm except Wednesday
11am - 5pm

Tel: 01603 593463

Fax: 01603 593281

Email: advicecentre@uea.ac.uk

ueastudent.com/advice

HOUSING ADVICE

Looking for somewhere to live is not easy. You need to be really sure of what type of house you are looking for and you also need to be aware of what to look for in a Tenancy Agreement.

How do I rent this house?

When you find a property you like, you need to understand the Tenancy Agreement. There are general guidelines that you need to follow. You need to check that the Landlord's name and address are written on the agreement. Legally, you have a right to know this information within 21 days of requesting it! Make sure that the property address is stated clearly on the agreement and check the amount of rent you will be paying and the 'term' - i.e. how long it lasts for and what notice period is required.

What is a Damage Deposit?

A deposit (sometimes called a bond or a damage deposit) is a payment made by the tenant to the Landlord. It is normally equivalent to one month's rent. If you are an Assured Shorthold Tenant (most students in shared rented accommodation are) any deposit you pay to a Landlord or Agent must be protected using a government authorised deposit scheme. Please see the Union Advice Centre leaflet 'Problems with Damage Deposits' for a full explanation of the procedures for the three Tenancy Deposit Protection schemes in operation.

How long is your Tenancy Agreement for?

The minimum term is generally for six months. Check the term of your Tenancy Agreement. Get it amended if possible to the amount of time you want. The date and length of your fixed term should be clearly and accurately displayed on the Tenancy Agreement. You are responsible for paying the rent for the entire period, unless the Tenancy Agreement allows you to leave the property during the fixed term after giving notice to the Landlord. A fixed term Assured Shorthold Tenancy Agreement does protect the tenant from having the rent increased during the fixed term. If the tenant stays after the end of the fixed term or if there is no fixed term a new 'periodic tenancy' will arise that will run month to month. There is no need for a new agreement to be issued and signed. This periodic tenancy will be ended by the tenant giving at least one month's notice (the landlord giving two

month's notice) to expire at the end of the rental period.

What are the differences between a joint and individual Tenancy Agreement?

Check whether there is any reference to being "jointly and severally liable." If your signature appears on a Tenancy Agreement along with the name of your housemates you are considered as jointly liable. Being a joint tenant means that you are all equally responsible for the rent, therefore if one tenant does not pay or causes damage to the property, the other tenants can be forced to pay any money owed to the Landlord. Sole tenants are only liable for their own rent and Tenancy Agreement obligations and have an agreement with only their signature as tenant and the Landlord's signature.

Have you got an inventory?

Check that there is a reference to an inventory in your agreement. This should list all of the items in the property, including the fixtures and fittings. The location and condition of each item should be stated: for example, stains on the carpet. Check the inventory when you move in, make amendments if necessary, sign it and send it back to the Landlord, keeping a copy for yourself. Note the cleanliness of the property. If there is no inventory, make your own, sign it and send it to your landlord. The inventory protects you against unfair deductions from your damage deposit. Take photographs of the interior, date stamped if possible, when you move in. The Landlord is responsible for damage to any of the items on the inventory, unless damaged by you.

You could be asked to care for the garden. Check that it is in fair condition at the start of the tenancy. If the garden is in poor condition, you should not be expected to improve it. Take photographs at the start of the tenancy to show its' condition. Whatever the condition of the garden, get the Landlord to agree in writing to provide / loan you the tools to do the work.

What is the clause on 'Quiet Enjoyment'?

All tenancies of whatever type include an implied term of 'Quiet Enjoyment'. This is one of the Landlord's responsibilities to his

tenants. It is a clause that ensures that tenants can live in the property free from suffering harassment from the Landlord. It also protects the tenant from having the Landlord, or anyone acting on his behalf, entering the property without 24 hours notice in writing. Any Landlord who persistently makes unannounced visits or lets himself into the property is certainly in breach of this term and the tenant can take out an injunction or make a claim for damages. If you experience this problem seek advice.

What is Section 11 of 'Landlord and Tenant Act'?

There should be a clause in the Tenancy Agreement that relates to the repair of the property. Section 11 obliges the Landlord to carry out repairs on the property that he is responsible for and allows the tenants to take action if the Landlord does not carry out repairs within a reasonable time. The Landlord cannot pass his responsibility for repairs onto the tenant. Every tenant has the right to live in a property that is kept in good repair and the Landlord has a legal responsibility to act upon written notice of disrepair.

What is 'A Forfeiture Clause'?

Most tenancies contain a clause that states that the Landlord can force the tenants to leave if they owe rent or if they break the Tenancy Agreement in any way. It states that the tenancy will immediately end. This is not in fact the case as no Landlord can force a tenant who has an Assured Shorthold Tenancy to leave during the fixed term without first going to court to get an eviction order. The Landlord can only ask the court to evict tenants on certain grounds. There are a number of situations where the court can force tenants to leave the property during the fixed term. As long as your rent is not in arrears for more than 2 months and you are respecting all the terms of the tenancy it is unlikely that a court would evict you. Seek advice if the Landlord tries to enforce this clause.

The Office of Fair Trading have a publication on "Unfair Terms in Tenancy Agreements". Examples of unfair terms could be terms that state you cannot have friends stay over, or that the windows must be cleaned monthly. These terms are unfair and could not be used as grounds to seek possession.

What other points might be worth considering?

Before you move in there might be repair work planned or items the Landlord promises to provide. Get this in writing from the Landlord before you sign the Tenancy Agreement. This can be in a separate letter. If there are major renovations to be done you should not be paying summer rent. Summer rent will be stated in your Tenancy Agreement. If not, try to negotiate one.

Check you are clear on which bills you have to pay. Put everyone's names on the bills so that no one person is liable if the bills are not paid.

Check for references to noise made at certain hours. Are they reasonable? For example: the washing machine must not be put on after 9 o'clock in the evening. You can be evicted for making excessive noise.

Make sure that you keep the property well ventilated to avoid condensation and problems such as mould.

Check the references made about broken window glass being the tenants' responsibility. Get this amended to read that this is only the case where the tenant (or their guest) breaks the glass.

If you are going away for a period of time: e.g. over Christmas, you might need to put the heating on for a short period during the night to prevent pipes freezing. If you do not you could be found liable for any damage caused by burst pipes.

When looking for a house it is worth noting these points. This could make the difference between you having a good time and a bad tenancy.

The Unfair Terms in Consumer Tenancy Agreements Regulations 1999 means that there should be no unfair terms in the Tenancy Agreement. A clause allowing your landlord to enter at any time is "unfair". Likewise a clause that forbids drying washing in the property is "unfair".

Remember that a tenancy agreement is legally binding! Please get it checked by an advice worker before you sign on the dotted line...