

The guide to living off-campus

Know your rights and responsibilities



Do not rush into renting accommodation. There is no shortage of accommodation in Loughborough, so do not sign up early on the misconception that all the properties will go.

We recommend you wait because:

1. Exam results may not be as expected,
2. Friendship groups can alter,
3. Family circumstances can change, and
4. You will have more bargaining power to negotiate.

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—
“When I was a first year, everyone used to tell me that to get a nice house in town you had to sign up early. I did just that for my 2nd year house and ended paying a lot for a fairly average house. Therefore, my friends and I decided to wait until April before signing for a house for the following year. This was a fantastic idea as we ended up getting much more for our money as landlords were keen to negotiate come the latter half of the academic year. Hang back until the 2nd semester and negotiate for better deals!”
 —

Ben Lambert, International Relations



#DontRentYet

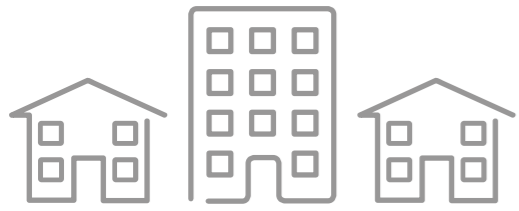


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House-hunting

What type of accommodation are you looking for?

Private rented accommodation

Accommodation can vary in type (a house or a flat/ apartment), and in size. You will have your own bedroom and share communal areas such as the living room, kitchen and the bathroom.

You will either have a joint or individual contract, which is likely to be an Assured Short-hold Tenancy agreement (AST). You should be aware of the implications of signing a contract before you commit yourself – please see 'Contracts' section.

Accommodation is normally fully furnished but you are expected to provide your own bedding and towels and often smaller domestic items (desk light, iron, kettle, toaster). Check what is supplied when you view the property.

Halls of residence

Loughborough University has 17 halls of residence both catered and self-catered. A range of different room types are available and you can find this information at www.lboro.ac.uk/services/accommodation/halls/.

Private halls of residence

There are a number of private student apartment blocks providing single and shared accommodation. These are owned by private landlords and are not linked to Loughborough University Halls of Residence.

There are approved private halls of residence at Loughborough University London. You can find further information on these here www.lborolondon.ac.uk/study/before-you-arrive/accommodation/

Lodgings

This involves living in your landlord's home and sharing the accommodation with them. You may have your own room, but you will need to follow their rules. It is important to consider this carefully, as lodgers have very few legal rights and can be easily evicted.



Where to find accommodation in Loughborough

Halls of residence

If you want to live in halls of residence on campus, apply through the Student Accommodation Centre www.lboro.ac.uk/services/accommodation

Private rented accommodation

If you wish to rent off campus then we strongly advise you visit Studentpad which is managed by the Student Accommodation Centre (SAC).

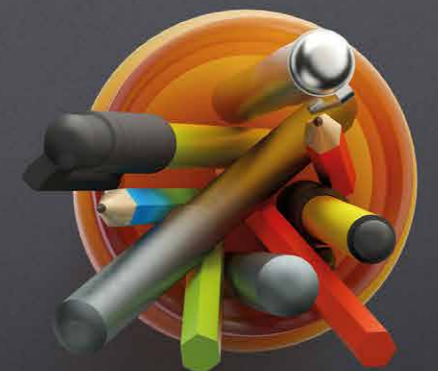
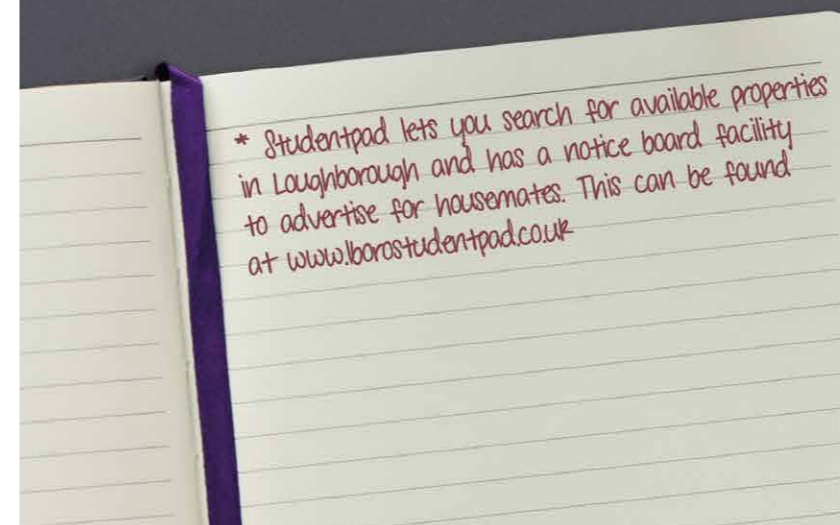
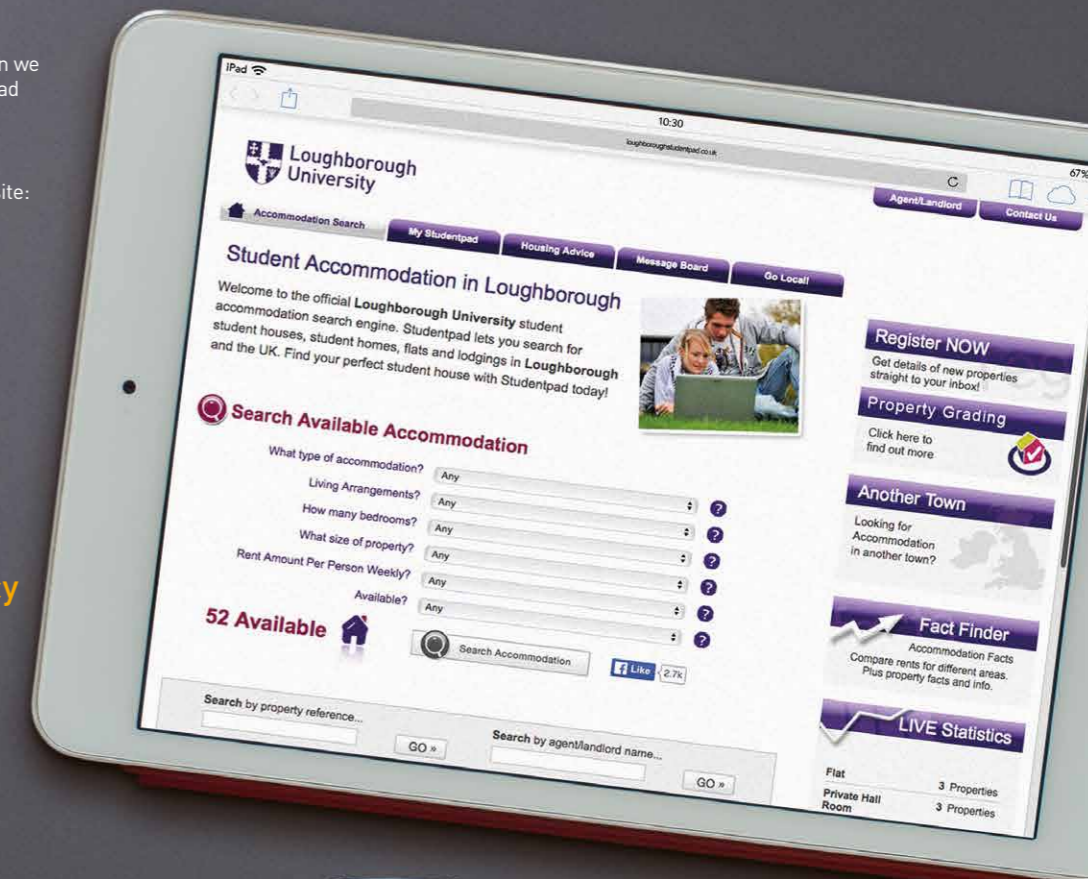
All properties advertised on this site:

1. have been inspected by SAC
2. are accredited by Decent and Safe Homes (DASH) Landlord Accreditation
3. meet the standards set in partnership with Charnwood Borough Council.

For information regarding the accreditation standards please refer to the DASH website: www.dashservices.org.uk

Marks out of tenancy

LSU have teamed up with Marks Out of Tenancy www.marksofotenancy.com to enable you to see how previous students have rated their landlord/letting agent and accommodation.





Personal contacts

Accommodation may be found by word of mouth or via social media. Get as much information as possible and view the accommodation yourself.

Letting agents

Some places are rented directly from the landlord and others are let through a letting agency. Letting agents can't charge you fees for:

- referencing
- credit and immigration checks
- administration
- renewing your contract

The only fees you can be charged for will be:

- the cost of replacing a key if you lose one
- if you are more than 14 days late with your rent
- if you want to change your tenancy or bring it to an end

Letting agents must advertise their fees before you enter into any agreement. They should be clearly displayed on their website and in their offices.

Letting agents also have to be part of one of the following redress schemes:

- [the property ombudsman](#)
- [the property redress scheme](#)

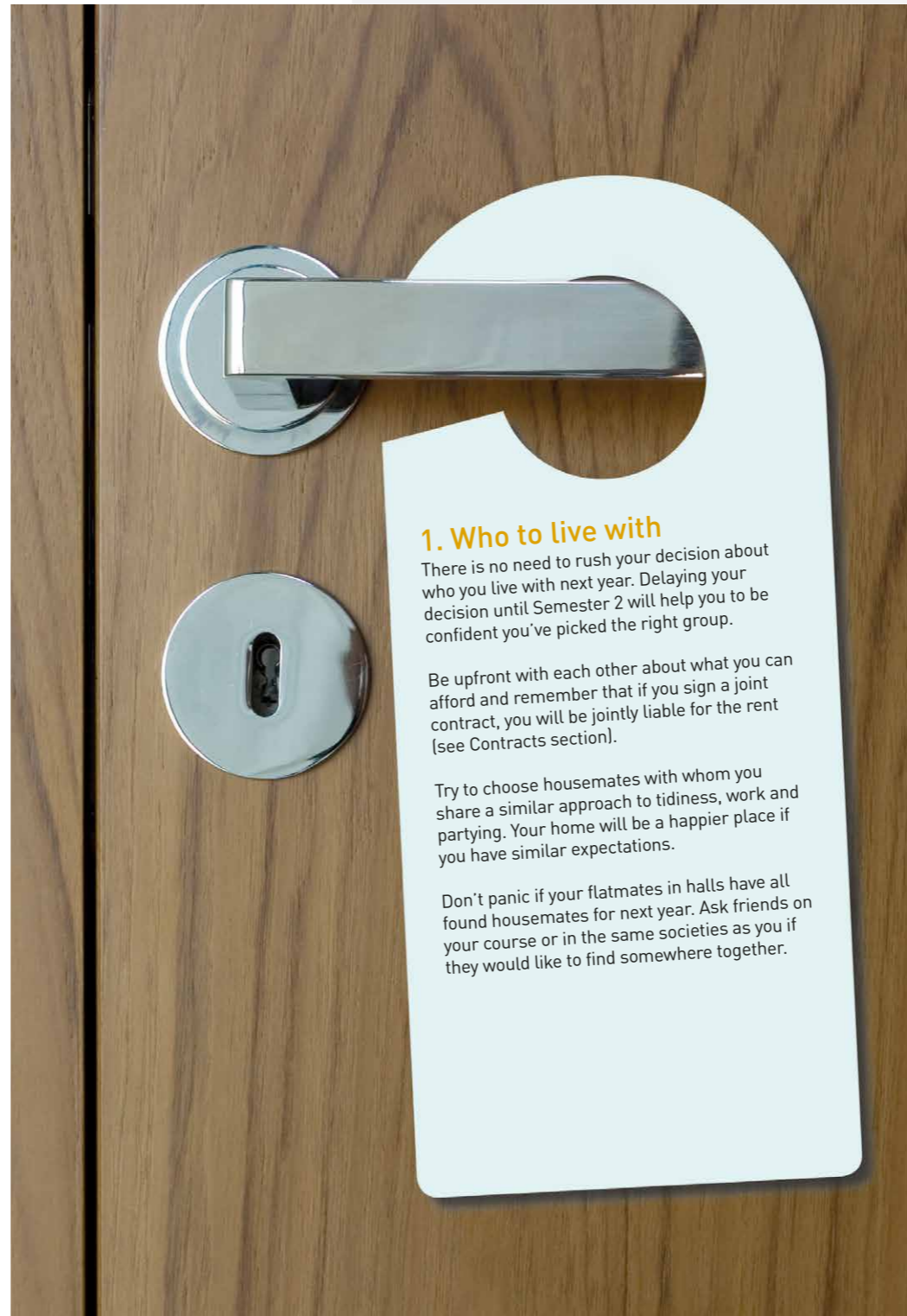
This helps to protect your consumer rights if you have a problem with the agent. Please contact us if you think a letting agent is not complying with the law.

Look for the 'SAFE' kite mark if you use an agent – all SAFE agents have client money protection, which means any money you have paid to the agent will be protected if the agent goes out of business.

Websites

Spareroom.co.uk, easyroommate.com and houseshare.com are all websites that offer rooms to rent. You can either search for a room or post your own details on there. Remember; do not rent a room without inspecting it first, it may not even exist.

Top 5 things to think about before you look



1. Who to live with

There is no need to rush your decision about who you live with next year. Delaying your decision until Semester 2 will help you to be confident you've picked the right group.

Be upfront with each other about what you can afford and remember that if you sign a joint contract, you will be jointly liable for the rent (see Contracts section).

Try to choose housemates with whom you share a similar approach to tidiness, work and partying. Your home will be a happier place if you have similar expectations.

Don't panic if your flatmates in halls have all found housemates for next year. Ask friends on your course or in the same societies as you if they would like to find somewhere together.

2. Money

You will need to know what budget you have to live on.

Look at what money is coming in and what money is/will be going out and prioritise what you really need to spend your money on. We have more information on our website about how to budget: www.lboro.ac.uk/services/sass

Properties with bills included can seem like a good option. However, you are not just paying for the bills, you are paying for a service. You could save money by paying the bills yourself.

Gather all the necessary information and ask questions. Some questions to ask include:

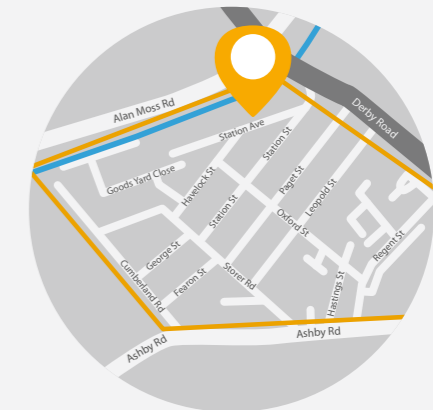
- What utilities are included i.e. gas, electricity, TV licence?
- What is the inclusive rent compared to rent without bills?
- Is there a cap? What is it?
- Will this be enough? What have the bills been like in the past?

3. What do you want in the property?

Not everything will be possible but your group could draw up a list of essentials and desirables. This will help you when you start viewing properties.

4. Location

Explore areas near campus to decide where you want to live. Rent levels vary depending on different factors, such as distance from the town centre and public transport links. In Loughborough many students choose to live in a property located in the 'Golden Triangle' which is half way between the University and town.



Properties in the golden triangle can be more expensive than others and at night this area gets very noisy. If you want cheaper rents and a quieter location, look in another area!

5. Travel

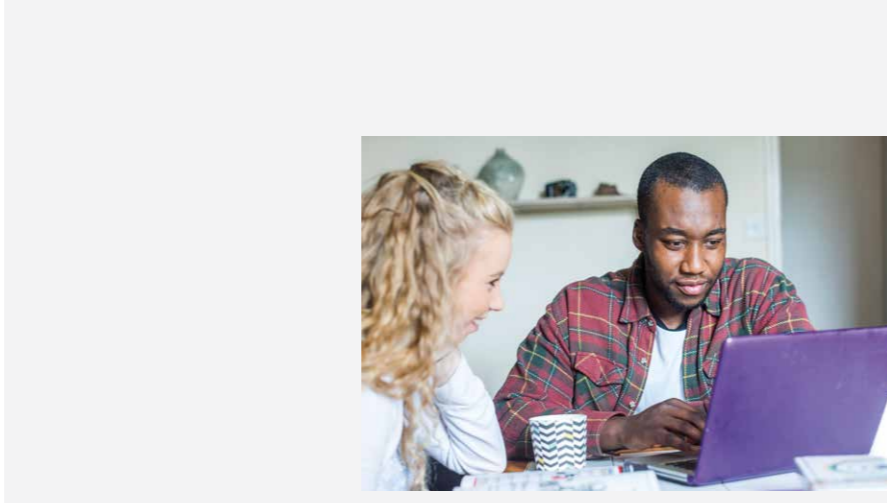
Living out means you will be further from the university so you will need to consider public transport links and what the costs are likely to be over the year.

Viewing a property

You should always go and see the accommodation before you agree to move in or sign any written agreements. Never agree to a place on someone else's recommendation.

You should inspect a potential house systematically. This can save you time, money and problems in the future.

- When viewing the property, take your time (don't be rushed by others). To help you we have put together a checklist which identifies some of the key things you should look for. Look at 'Viewing a property checklist' section. Take this along with you when viewing properties. You will soon forget which property had what. You can find copies on our website.
- Arrange a viewing during the day in order to have a look at the property from the outside.
- Prior to the viewing have a walk around the area at different times of the day and make sure you like the atmosphere and feel safe.
- Visit the area after dark with your housemates to ensure that you feel comfortable in the area at night. This property may be your home for the next 12 months and you need to be safe and secure.



Before you sign

Don't rush into a decision or sign for the first property you see.

Letting agents understandably want to secure tenants as early as possible. This can sometimes lead to tenants being placed under undue pressure to sign the contract early. Take your time to get the contract checked and ensure the property is right for you and your housemates before you sign.

Warning signs that you are being placed under undue pressure may include:

- Letting agents taking telephone calls from other potential tenants of the property in your presence;
- Letting agents insisting on a holding fee being paid immediately;
- Letting agents telling you the property will be gone if you do not sign today.

Students who wait until later in the year may have more bargaining power to negotiate the terms of the contract with the landlord.

If repairs are needed to the property or you want it professionally cleaned before you move in, ask the landlord/letting agent before you sign the tenancy agreement. Get this confirmed in writing.

Things to consider:

- Make sure everyone understands when the rent is due and how the bills will be paid.
- Who will have each room? If the room sizes differ, will you divide up the rent to reflect this? In a joint tenancy, this will be up to the tenants to agree amongst themselves.
- Decide with your housemates how you would like to pay the bills (See Living in the property).
- Check that you have a realistic understanding of the likely cost of your energy bills. You can ask the landlord, agent or current tenants how much the bills cost in the last year.

The Energy Performance Certificate will give you information about a property's energy use, typical energy costs, and how efficient the property is. An EPC gives a property an energy efficiency rating from A (most efficient) to G (least efficient) and is valid for 10 years.

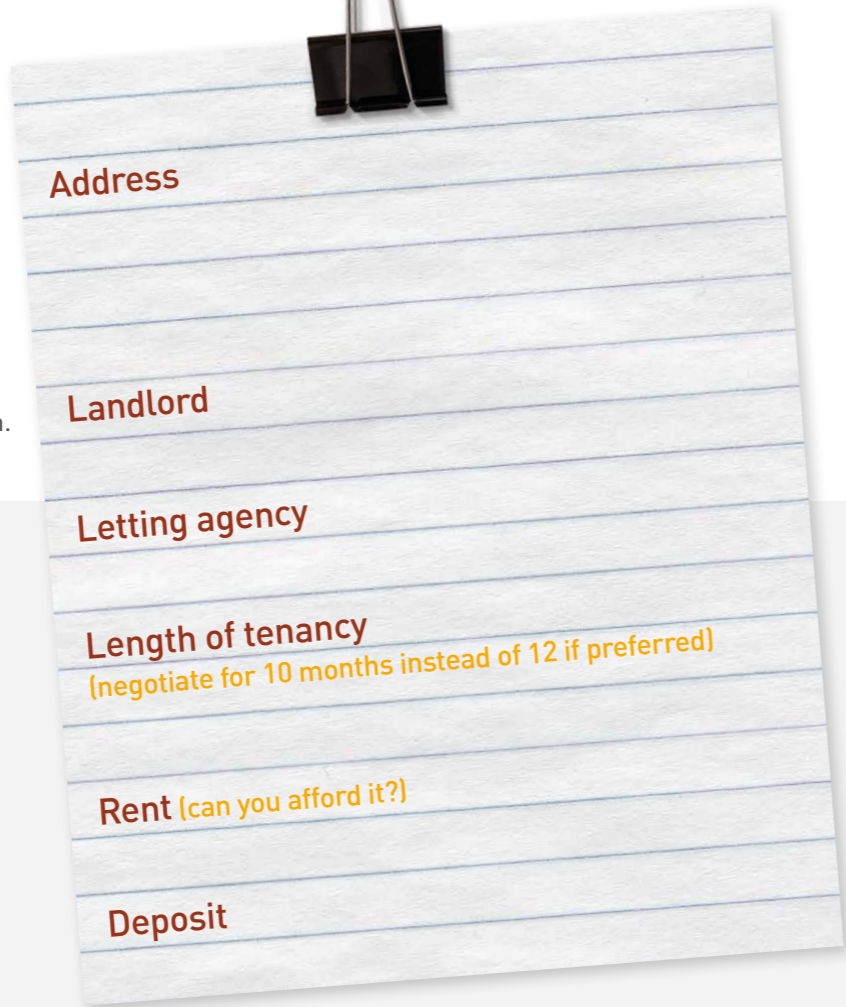
If you are unsure about any aspect of the tenancy, ask the landlord/letting agent for more details.

The Student Advice and Support Service offers a contract checking service and we encourage you to get your contract checked before you sign.



Viewing a property checklist

Take this with you when you view the accommodation. You can print extra copies from our website.



Outside the property

- Is there a garden? Who maintains it? Are tools provided?
- Are windows in good condition?
- Check the roof – is it in good condition?
- Are any slates or chimney pots missing?
- Are the gutters free of rubbish and vegetation?
- Are the drains clear?
- Is any of the woodwork rotting or unsafe?
- Adequate facilities for refuse disposal and recycling?

Security and safety

- Are all external doors solid, secure and lockable?
- Do all ground floor windows have locks?
- Do all rooms have suitable curtains or blinds?
- Is there a burglar alarm system?
- Are smoke detectors or fire alarms fitted?
- Are there any fire extinguishers in the property?
- Is there a fire blanket in the kitchen?
- Has the house got any fire doors?
- Are there means of escape in the event of fire?
- Carbon monoxide alarm?

Furniture and fittings:

Bedrooms

- Do all rooms have a bed, desk, chair, wardrobe and suitable floor coverings?
- Do you have enough cupboard space?
- Is the furniture, including the bed and mattress, in good condition?
- Does all the furniture comply with regulations on fire safety?
- Which furniture comes with the property and which belong to the tenants?
- Any signs of damp? Look in and behind the wardrobes.

Kitchen

- Sufficient space to store and prepare food?
- Is there a fridge big enough for all of you?
- Enough cupboards for everyone?
- Are the cooker, grill and oven in working order?
- Are there instructions on how to use the appliances?
- Do extractor fans in the kitchen and bathroom work?

Social Space

- Is there enough furniture for you all?
- Is it in good condition? Does any need replacing?
- Is there a connection point for telephones and the Internet?

Plumbing

- Is the bathroom in good condition?
- Are there enough bathrooms/toilets?
- Is there a shower?
- Any fittings dripping or leaks? (Look up and check the ceiling).
- Does the hot water get hot enough?
- Do all the taps work and does the toilet flush?
- Do the sinks drain?
- Are there any signs of pests (mouse droppings, slug trails, fleas) in the house?

Electricity and gas

- What form of heating does the property have? Check the Energy Performance Certificate.
(Electric heating will be more expensive)
- How does the heating operate?
- Does the heating cover all areas of the house, and does it work?
- Adequate heating for the winter? How much will the heating cost?
- Do all of the rooms have adequate electrical sockets that work?
- Do the electric/gas fires work?
- Have you seen the current year's gas safety certificate?
- When were the electrics last safety checked?
- Can they evidence this?
- Have appliances been Portable Appliance Tested (PAT)?

Extras

- Any additional services provided by the landlord?
- If you have a car, are there parking facilities?
 - Is there an extra cost?
 - How many spaces are available?
 - Do you require a permit?
- Is there bicycle storage?

Notes:

What is supplied by the landlord? Anything else agreed? Make sure everything works.

Questions to ask current tenants

1. How quickly does the landlord carry out repairs?
2. Does the landlord enter without permission or is notice given?
3. Was your deposit protected and were you given the 'prescribed information'?
3. General opinion of the landlord

Deposits

Before you sign the contract and move in, most landlords will ask you for a deposit. There are two main types of deposits:

1. Holding deposit or reservation fee
2. Damage or security deposit

It is very important to establish what the payment is for and whether it is refundable.

Holding deposit

The landlord/letting agent may ask for a holding deposit to hold the property whilst you negotiate the terms of the tenancy. A holding deposit is capped at one week's rent. This may or may not be refundable, depending on what is agreed. Make sure you are given proof of payment (e.g. a receipt) and have written confirmation about any terms of repayment. A holding deposit may then be converted into a damage/ security deposit.

Damage Deposit

A damage/security deposit is intended to protect the landlord against any loss they might suffer arising out of a breach of contract by you.

Commonly, the tenancy agreement will refer to the deposit being intended to cover unpaid rent, cleaning costs and any damage caused to the house or its contents by the tenant or their guests. It is advisable to check your tenancy agreement as this may outline specifically what it is intended to cover.

A landlord will normally ask for a deposit equivalent to a month's rent.

They can not ask for more than 5 weeks rent. If you are not happy with the amount, you can try to negotiate.



Tenancy deposit protection

Most landlords/letting agents who take a deposit are required to safeguard it within a tenancy deposit protection scheme. There are three companies that offer deposit protection schemes:

Deposit Protection Service (DPS)
T: 0844 4727 000
www.depositprotection.com

The Dispute Service (TDS)
T: 0845 226 7837
www.thedisputeservice.co.uk

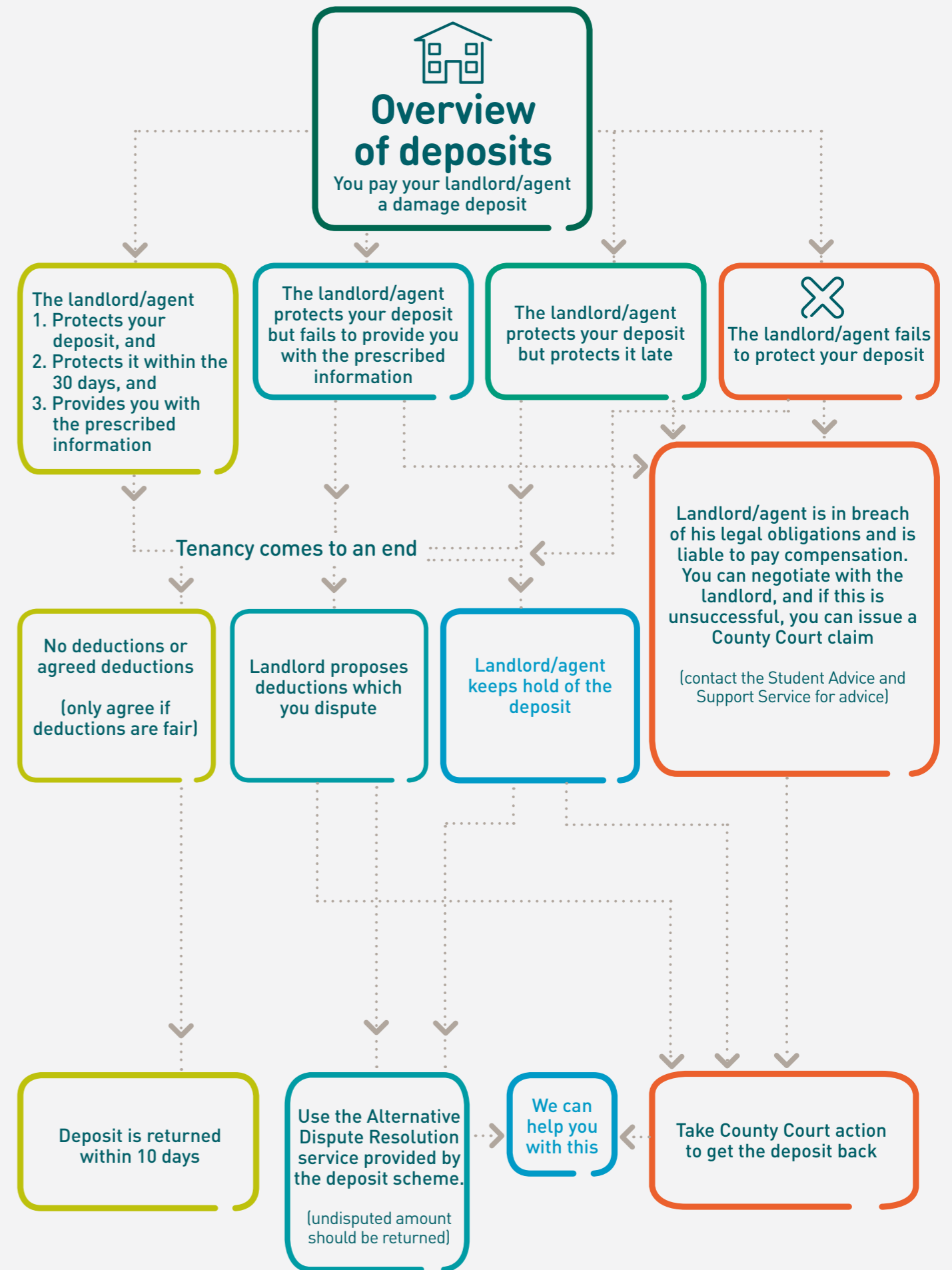
My Deposits
T: 0844 980 0290
www.mydeposits.co.uk

The landlord/letting agent must sign up to one of the available schemes within 30 days of receiving the deposit. The landlord must also notify you within the same 30 days which scheme they have chosen, with contact details and certain other information prescribed by law. The scheme provider will independently confirm to all parties once the deposit has been protected.

What if your landlord fails to protect your deposit?

1. Check on all the deposit schemes' websites to see whether your deposit has been protected.
2. If you cannot find details online, then write to your landlord to confirm whether your deposit has been protected or not.
3. If your deposit has not been protected, consider court action.

If your landlord fails to comply with the requirements you can apply to the County Court for an order that the deposit be returned or that it is paid into one of the protection schemes. Also, the court must order that a penalty is paid by the landlord to the tenant of between one and three times the amount of the deposit as the court sees fit. If you suspect your landlord or agent has failed to protect your deposit and / or failed to provide you with the 'prescribed information' within the permitted 30 days, seek advice from the Student Advice and Support Service.



Contracts

A contract can be a verbal or written agreement. It is better to have a written agreement as both you and your landlord know what is expected and it helps to avoid disputes. A contract is legally binding.

Essential information you need to know BEFORE signing a contract:

- There is no standard tenancy contract, so it is very important to read your contract very carefully and make sure you fully understand the contents.
- You should be given time to **take the contract away and read it**. DASH recommends a minimum of 48 hours.
- Make sure the contract you finally sign is identical to the one you read before.
- Do not sign a contract if you are not entirely happy or there are aspects you do not understand. If there is anything you are unhappy with you should negotiate to have it removed or amended.
- Check how you will be paying the rent - bank transfer, standing order or direct debit. See 'Living in the property' section for the difference.
- Whatever is agreed should be written down and signed by the landlord, so there is no room for misunderstandings or confusion later.
- Check if there is a break clause that allows you or the landlord to end the contract early.

Contact us in the Student Advice and Support Service. We will go through the contract and help you decide if it is suitable.

Get your contract checked

Is there a break clause?

Read the small print

Are bills included in the rent?

Types of contract

Private rented accommodation

Most landlord/agents use an assured shorthold tenancy (AST) which gives you exclusive possession of the property.

If you're planning on moving into a shared property, you need to be aware that your contract will make you responsible to your landlord in one of two ways:

1. **Joint liability** – If you have signed the same contract as your housemates and you all agree to take the property at the same time; you will be jointly and severally liable. Each tenant is individually and collectively liable to pay the whole rent, rather than a separate portion of it. You may agree between yourselves to pay an equal or agreed share, but if one of the group is unable or unwilling to pay the landlord is able to pursue any or all of the tenants and/or guarantors for any shortfall.
2. **Individual liability** – If you have a separate agreement between you and the landlord/agent, you are solely responsible to fulfil the obligations under the contract. If your housemate leaves, the landlord/agent cannot ask that you cover their rent. You would only be liable for your rent and any damage.

University halls of residence

You will have a licence to occupy which means you will have the right to occupy a specific room and common areas (ie bathroom/kitchen).

Private halls of residence

If your halls of residence are run by a private company, you will most likely have an assured shorthold tenancy (see Private Rented Accommodation).

You should have individual liability as each tenant will have signed their own contract.

Lodgings

Normally, if you live with the owner (or a member of their family) and share the accommodation, you will be an excluded occupier. As an excluded occupier you have few rights. See an adviser if you wish to discuss this further.

Terms and conditions

The law requires any written tenancy contract to be clear and jargon-free. Terms that use unnecessary and unclear legal jargon are unlikely to be valid. It is crucial that you read through and fully understand all the terms and conditions in the contract. This includes any handbook or additional contract sheets you are given. Make sure your contract reflects what you have agreed or been told by the landlord/agent. If there is a dispute then the contract is the first point of reference and would be used as the main source of evidence in any court case.

Here are a few things to check:

- The advertised rent is what is stated on the contract. Errors do occur and if you sign the contract it may be difficult to argue later.
- Can you meet the rent payment dates and/or are they in line with your student finance loan?
- The length of the tenancy.
- Who is responsible for the bills, eg council tax, gas etc.?
- The rights and responsibilities of both the tenant and the landlord.

If the landlord/agent agrees to carry out repairs, improvements or buy extra furniture for the property, make sure you get this written into the contract, or have it confirmed in writing. Do not take their word for it.

You can try and negotiate the contract before you sign it. See 'Negotiating a tenancy contract' section. Once it is signed, it can not be changed unless both you and the landlord/agent agree.

Rights and responsibilities of an Assured Shorthold Tenancy



Right to rent

Landlords/letting agents are required to check their tenants' immigration status before granting a tenancy agreement, to make sure that the tenant has a 'right to rent' in the UK.

You have a right to rent if:

- You are a British citizen; or
- You are an EEA/Swiss national; or
- You have a visa to be in the UK, for example a Tier 4 visa or a short-term student visa; or
- You are a non-EEA national exercising EEA Treaty rights (e.g. Family member of an EEA/Swiss National); or
- The Home Office has given you a time-limited permission to rent.

You have no right to rent if you are in the UK illegally, or have over-stayed.

Document checks should be undertaken by the landlord/letting agent no more than 28 days before the start of the tenancy, and in some cases, the landlord/letting agent may need to carry out follow-up checks after 12 months, or before your immigration permission expires, whichever is later.

Typical documents that a landlord/letting agent can check include a passport or national identity card or a Biometric Residence Permit. Landlords/letting agents will need to make copies of documents and retain them for their records. They should not keep the original.

You will not be subject to a right to rent check if you live in a student halls of residence or other accommodation provided by your University.

If you have any concerns about the right to rent checks, please contact the Student Advice and Support Service.

Guarantors

Some landlords/ agents require students to provide a guarantor. A guarantor is someone who will guarantee to pay your rent if you fail to do so.

Typically, landlords/ agents expect the guarantor to be based in the UK.

If you are an international student then a **parent who is abroad is unlikely to be accepted**. If you are unable to find someone the landlord/letting agent may ask for rent in advance or a larger deposit.

If you are required to provide a guarantor, we recommend:

1. You limit your liability by ensuring the guarantor's agreement sets out the name of the person whose rent is being guaranteed, the start and end date the agreement applies, and the amount guaranteed rather than a general commitment to pay the outstanding rent.
2. You and the guarantor read the tenancy agreement and the guarantor agreement before signing.

You need to know who is responsible for what.



Landlord

Your landlord is responsible for:

- Keeping in good repair the structure and exterior of the house, including drains, gutters, and external pipes.
- Keeping in good repair and proper working order, the installations for the supply of water, gas, electricity, sanitation (including basins, sinks, baths and sanitary conveniences), and for heating rooms and heating water.
- Undertaking repairs within a reasonable period. What constitutes as reasonable will depend on the nature of the repair.
- Giving you at least 24 hours' notice to enter the property.
- Providing you with a copy of the valid current Gas Safety Certificate.
- Making sure furniture he/she supplied meets relevant safety regulations. [See Staying safe section].
- Protecting your deposit within 30 days of receiving it, and giving you the 'prescribed information'. [See Deposits section].
- Providing an up to date copy of the 'How to Rent' booklet
- Providing a copy of the Energy Performance Certificate (EPC). This will affect your bills as higher ratings lead to lower bills.
- Anything else you may have agreed in the contract.



Tenant

As a tenant you have the right to:

- The name, address and contact details of the landlord.
- Stay in the property until the contract ends.
- Exclusive possession and your landlord should not disturb your right to quiet enjoyment.
- Your deposit being protected.
- Have certain repairs completed for you.
- Evidence that the property meets necessary safety standards (eg up to date gas safety certificate/HMO licence/electrical safety certificates as appropriate).
- Have the property in a habitable state.



Most terms in the contract are likely to be legally binding and if you are in breach of an obligation your landlord may be able to take legal action against you. Some terms, however, will not be legally binding. For example, a term requiring the tenant to repair or replace all broken glass in windows is void, because Section 11 of the Landlord and Tenant Act 1985 provides this is the landlord responsibility, unless the damage was caused by the tenant or the tenants' guest(s).

If you are in any doubt, seek advice from the Student Advice and Support Service.



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Negotiating a tenancy contract



There is no standard or model contract that landlords/ letting agent are required to use. If you are unhappy with the tenancy agreement you are being asked to sign, you can ask that it is changed. Agreement on the contract is a two-way process between you and the landlord/letting agent.

Don't feel that you should accept what is offered as the proposed terms are all negotiable. The closer to the start of the academic year, the more landlords/letting agents are likely to accept changes rather than risk leaving a property empty. You can negotiate yourself a good deal.

When to negotiate?

You need to negotiate BEFORE you sign a housing contract. Once you have signed the contract you have agreed to abide by all the terms within it. It is a lot more difficult, if not impossible to negotiate after you sign.

Who to negotiate with?

If the landlord is using a letting agent, you should start negotiating with them. If that does not work, then contact the landlord directly and negotiate with them.

What can you negotiate?

Rent

If you consider the rent too high, research similar properties in the area and compare them. Highlight your concerns and see if the landlord/letting agent will adjust it in line with the market. If the contract would involve monthly rental payments, can you offer to pay termly in advance to get a reduced rent accepted? This might help the landlord with their cash flow.

Rent payment dates

If the rent payment dates do not correspond with your student finance or other income try to renegotiate the payments schedule. You do not want to be late with your rent because you don't have your student loan.

The length of contract

You are responsible for paying the rent for the full fixed term. You may want to negotiate what this fixed term is – it's normally 12 months, but you may want 9 or 10 months as you will be returning home for the summer. If you are paying a rent of £80 and you can negotiate a term of 9 months instead of 12 months, you could save over £1,000. Equally you may want to include a break clause which allows a tenancy to be terminated before the end of the fixed term.

The type of contract

If you are in a group, you can avoid joint and several liability for the whole rent for the property if the landlord agrees to grant you each a tenancy for your own room. In this case you would be solely liable for your rent. See 'Types of contracts' section.

Inclusive / non-inclusive of bills

If rent is inclusive of bills, is there a cap? Are you liable for bills in excess of the cap? What happens if your usage is under the cap? Will the difference be refunded? Make sure the contract is clear on these points.

Garden maintenance

Who is responsible for tending or maintaining the garden? If you are responsible, will the landlord provide the necessary tools?

Landlord to maintain and repair electrical appliances

Check the landlord's repairing obligations in the contract and if necessary negotiate to add the following: "The landlord agrees to keep in repair and proper working the electrical appliances supplied by the landlord, including fridge, freezer etc".

Anything else

If there is anything you want adding or removing into the contract or want when your tenancy starts, ask for this now i.e. additional storage in the kitchen, rooms, painting etc.

We provide a contract checking service, come and see us before you sign.



You should insist that any changes you have negotiated are written into the contract to reflect what you have agreed or you may have difficulty later proving what was agreed.



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Moving in




When you're moving into a new property, there are lots of things to think about. You will need to carry out some vital checks inside the property in the first few days for your own safety, ensure that important paperwork is in place as well as find out about practical arrangements. Our Moving In checklist below will help you do all of this.

The day the tenancy starts

- Make sure there is an accurate inventory which itemises everything the landlord supplies and describes its condition. Check the inventory carefully, and if there isn't one, create your own.
- If there are any pre-existing problems, e.g. damage to furniture, stains on the carpets, marks on the wall, etc ensure these are accurately recorded and, if possible, take digitally-dated photographs for future reference.
- Return the inventory to your landlord/agent with details of any amendments, omissions or damage, and keep a copy.
- Some agents use video inventories. We advise that you create a paper one as well.
- If you are not moving in when your tenancy starts, make sure at least one of you will be in Loughborough on the day so that the inventory can be completed.
- Take electricity, gas and water meter readings if applicable. Even if your bills are included in your rent, it's important to keep a record in case of any discrepancies/errors that might arise later.
- Test the smoke and carbon monoxide alarms.
- Test and start to use any burglar alarms.
- Consider taking out contents insurance.
- If there are possessions or rubbish left by previous tenants, contact your landlord.



Meter readings:

-  Gas
-  Electricity
-  Water

The day you move in

- Check who manages the property and their contact details so you know who to contact in case of an emergency.
- Locate the fuse box and water stopcock.
- If you are responsible for your own bills inform the utility companies of the date your tenancy started.
- Buy a TV licence if you need one. See 'Living in the property' section.
- Notify the relevant bodies of your new address, for example the university, bank, Driving and Vehicle Licensing Agency and doctors surgery etc.
- If required by your visa, inform the police of your new address within 7 days.
- Locate the rubbish and recycling bins, and find out when they are collected. Text your postcode to 07860019100 or visit www.charnwood.gov.uk/pages/recycling



Check your paperwork

- Ensure you have a copy of your tenancy agreement. You may need to refer to this to check your rights and responsibilities.
- Your landlord/letting agent must provide you with the 'prescribed information' confirming your deposit protection within 30 days of you paying your deposit. Check when you paid your deposit. You can use the links to the three protection schemes in the 'Deposits' section to see whether it has been protected within the required 30 days.
- Landlords are required to provide you with a copy of the 'How to rent: The checklist for renting in England', at the outset of the tenancy. Check you have this.
- Ensure you have a copy of the current gas safety certificate – see Staying safe section.



Staying safe

Houses in Multiple Occupation (HMO)

If you are living in a shared house of 3 or more unrelated individuals with shared facilities, the landlord has extra legal responsibilities that need to be met. If you are living in a shared house of 5 or more unrelated individuals with shared facilities, the landlord is required to apply for a HMO Licence from Charnwood Borough Council.

You can check if your house is on the register by calling the Loughborough council on 01509 634937. For information on London, please check your local council website.

Carbon monoxide (CO)

CO has no colour, taste or smell and is extremely poisonous. It can kill quickly without warning.

Gas fires and boilers will produce CO if they are not properly installed and maintained. Look out for signs of poisoning:

- drowsiness
- lethargy
- headaches/migraines
- sickness
- chest pains/cough

If anyone in your house has any of these symptoms when using a gas appliance, stop using the appliance until an engineer has checked it. Consult a doctor urgently and mention the possibility of CO poisoning.

It is strongly advisable to fit a CO alarm if one is not already fitted. This will alert you to the presence of CO. Your landlord is legally responsible for supplying a carbon monoxide alarm in any room with a solid fuel source (eg wood burner). Failure to comply can lead to a civil penalty being imposed on your landlord of up to £5,000.

Gas safe register

Landlords should have gas appliances serviced at least every 12 months by a Gas Safe Register registered engineer and approved by the Health and Safety Executive (HSE).

It is important to ask for a copy of the gas safety certificate at the start of your tenancy. Gas Safety checks are expected to be carried out annually - check the date on the certificate.

This certificate is ESSENTIAL and you should not move into a house that does not have one. Your landlord could face fines of thousands of £££££s if he/she does not have one.

For further information please visit:
www.gassaferegister.co.uk/



Electrical safety

Your landlord needs to ensure that the electrical installation and all electrical appliances such as cookers, fridges, kettles etc. are safe and pose no risk to you as a tenant

Signs to watch out for include:

- Frayed, cut or damaged leads
- Cracked or damaged cases on plugs or appliances
- Burn marks on plugs, leads or appliances
- Blown fuses
- Loose cord grips in plugs or appliances

If you are unsure about the safety of any electrical appliance, contact your landlord/agent and ask for them to arrange a PAT test on the item.

It is recommended that landlords have the electrical system checked every 5 years. HMO landlords are legally required to do this.

Furniture and furnishings

All furniture supplied by your landlord must comply with the Fire Safety Regulations: all furniture coverings and fillings should be made from fire resistant materials.

These requirements cover:

- sofas and armchairs
- beds, headboards and mattresses, futons
- loose and stretch covers for furniture
- cushions and seat pads

Normally, furniture that complies with the regulations will carry a label. If the furniture in your accommodation does not carry a label, it may not comply with the regulations. You should ask your landlord to replace it, unless they can prove otherwise.

Come and see an adviser if you have any concerns about the safety of the house you are renting.



Fire safety

Your landlord is legally responsible for supplying smoke alarms on all floors of the property. Failure to comply can lead to a civil penalty being imposed on your landlord of up to £5,000.

Do not remove batteries or cover up the alarms, and replace the batteries when needed. If you think your house is not compliant with the law, ask one of our advisers or request that the local fire service or Charnwood Borough Council environmental health inspect the property.

Think ahead and plan an escape route in case the alarm goes off.

Living in the property

You are expected to occupy the property in a tenant like manner. This means you have to do things that a reasonable person would be expected to do, such as:

- changing the bulbs when required
- taking precautions if you leave the property unoccupied for long periods
- replacing batteries in alarms
- keeping the place clean
- keeping the noise down
- keeping the house well ventilated and not keeping wet clothes on radiators

Paying your rent

Your housing contract will normally state the method of payment the landlord/letting agent would like you to use to pay your rent. However there is room for negotiation and you should ask for the method that suits you best before you sign your contract. The most common methods are by direct debit, standing order or bank transfer.

A direct debit allows the other party to take as much money as they want from your bank account. While this might be an acceptable method of payment for utility companies for example, it is not a good idea to give a landlord/letting agent a direct debit.

A standing order is set up by you with your bank and you remain in control. Your landlord/letting agent cannot amend the standing order and only the amount you have authorised will be paid to the other party.

If you don't have enough money in your account when a direct debit or standing order becomes due, it may bounce and you will incur bank charges.

It is possible to ask your bank to set up a one off bank transfer from your bank account to the landlord/letting agents account. Depending on your bank, there may be an administration charge for this service. If you are outside the UK but need to pay your rent, this is likely to be the best method to choose.

Managing your bills

Your rent may or may not include utilities (which will generally be TV licence, water, gas, electricity and TV/ broadband package).

The payment of these will be dependent on the type of agreement you have with your landlord/agents. Paying your rent inclusive of bills is convenient but may not represent value for money. If you are well-organised and keen to save money, consider managing your own bills.

Rent inclusive of bills

If your rent is inclusive of bills, your landlord will generally be liable for them and you do not need to put your name on any bills. Check your agreement to see if there is a cap. If there is one, you will likely be liable for any excess usage.

Rent exclusive of bills

If your rent is exclusive of bills, you are responsible for these payments.

There are companies who offer to manage your bills for you. Such companies will charge for their service and the monthly amount you pay may not cover what you owe; you could be left with a bill at the end of the tenancy.

We don't recommend setting up a joint bank account as your credit history will be linked to that of your housemates. Joint accounts can also be difficult to manage and close. Consider setting up one bill in each housemate's name, and monthly or quarterly, calculate how much each housemate owes or is owed. There are many bill-splitting apps available to help with this.

Bear in mind that your utility supplier will usually only include the names of one or two tenants on the bill. If your name is on the bill, you are legally responsible for paying it. Advise your energy supplier in writing that you have asked for the supply on behalf of all the tenants. Don't ask for the energy supply to be put in your name if you are worried that your housemates might not repay you.

Establishing who is liable for bills can be complex so if you have a dispute with your energy supplier or your housemate, seek advice from the Student Advice and Support Service.

Gas, electricity & water

It's important to read your meters regularly and definitely on the first and last days of your tenancy.

Find out who the current supplier is from your landlord/letting agent or by putting your postcode into www.energynetworks.org/info/faqs/who-is-my-network-operator.html

If you want to change your supplier to get a better deal, check your contract to see whether you need to get your landlord's permission. Check if there are any cancellation costs. Moving to a cheaper tariff without changing supplier could also save money.

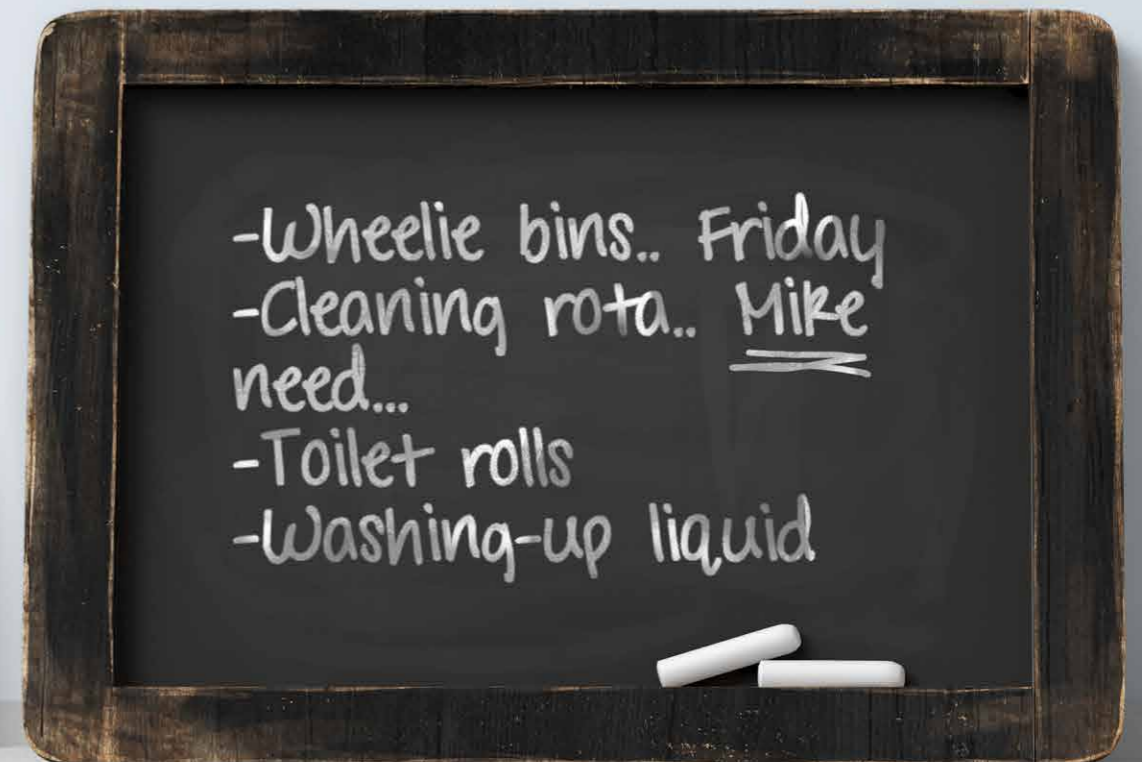
You can shop around for a new supplier in advance but you can't sign up until you move in. This means that you will have at least one bill to pay from your old supplier. Here is a guide to changing energy supplier: <https://university.which.co.uk/advice/student-accommodation/student-survival-guide-electricity-and-gas-bills>

When you receive a bill, check the reading is accurate and not estimated. Ensure the bill is paid on time.

Unless your home is fitted with a water meter, this is a fixed cost. There is no discount for paying by direct debit but it may be the most convenient way to pay.

Broadband

Use comparison websites to find the cheapest deal. If you only plan to live in the house for nine or ten months, consider purchasing broadband after the summer, but remember that some providers will not allow you to sign up for less than twelve months. Make sure you go for a deal that allows adequate data usage for the whole household and check whether there is a reasonable use policy before you sign up.



Living in the property

Council tax

Most students do not have to pay council tax because they live in exempted accommodation, such as halls of residence and houses or flats occupied exclusively by 'students'. Also exempt from council tax are houses or flats that are occupied only by a student and their non-British spouse and/or dependants who are subject to visa conditions preventing employment or recourse to public funds. Where a student shares accommodation with a non-student and council tax is payable it is likely the non-student will be liable for the bill.

For council tax purposes, a 'student' is a person enrolled on a full-time course of education, i.e. one which lasts for at least one academic year, normally requires at least 24 weeks attendance in each year and normally requires an average of 21 or more hours of study, tuition, or work experience per week during term-time. If you are enrolled on a full-time programme at Loughborough University you are likely a 'student' for council tax purposes.

Student status begins on the first day of the course and comes to an end on the day the student completes it, abandons it or is dismissed from it. If you are progressing from a Bachelor's programme to a Master's programme you are not a 'student' whilst you are between courses. If you are enrolled on a pre-sessional academic language programme at the University you are not a 'student' for council tax purposes until you commence your main degree programme.

The University sends a list of eligible students to Charnwood Borough Council. For students enrolled on Bachelor's and Master's programmes the list is sent within the first 6 weeks of the academic year. For research students the list is sent at the beginning of each month. However your details may have not been passed over. Therefore, if you need to prove your student status for council tax purposes to Charnwood Borough Council or another local authority you can contact the Student

Office (or Doctoral College Office if you are a research student) to ask for a Council Tax Certificate.

If you are a Loughborough London Student Council tax exemption certificates can be collected and requested in person from the Student Services Desk. Alternatively, you can email london-enquiries@lboro.ac.uk

Students on placement or leave of absence will normally not be liable for council tax. You will need to get a certificate from Student Enquiries and hand this to the local authority in which you are living.

What if I receive a bill?

If you receive a council tax bill don't ignore it, as the council will pursue you for payment. We can advise whether you have to pay and can help you contact the relevant council and make representations on your behalf. If you receive a bill and don't pay you can expect to receive a reminder, lose the right to pay in instalments and face court action with costs added to the bill. There is also a risk of enforcement action, such as a visit to your home by bailiffs. If you receive a bill please book an appointment at the Student Advice and Support Service as soon as possible.

Bins and recycling

- Don't overfill your bins.
- Don't put non-recycling items in the recycling bin.
- Put your bins out on the right day.
- Once they are emptied, wheel them back in or you could face a fine.

Find out the right day on the Charnwood Borough Council website - <https://my.charnwood.gov.uk/>

For information on London, please check your local council website.

TV licence

You need a TV Licence if you:

- watch or record programmes as they are being shown on TV or live on an online TV service, such as All4, Sky Go and YouTube, or
- download or watch BBC programmes on iPlayer - live, catch up or on demand.

This could be on any device, including a TV, computer, laptop, phone, tablet, games console, or digital box.

If you live in halls, you will need a TV licence unless you are covered by your parents' licence. You will be covered by your parents' licence if you only use a device which is powered by its own batteries and not connected to an aerial or plugged into the mains.

If you live in shared accommodation, and have an individual tenancy, you will need your own TV licence.

If you live in shared accommodation, and have a joint tenancy, the household will only need one TV licence.

If you are uncertain as to whether you need one check out <https://www.tvlicensing.co.uk/>

It is better to buy a TV Licence than have to pay a fine of up to £1000. Visit the TV licensing website: www.tvlicensing.co.uk/check-if-you-need-one/for-your-home/students-aud1

Insurance

If you are moving out of University halls or from your parents' home, your belongings may no longer be insured. Consider getting insurance.

- Shop around and ensure you have a package that covers all your belongings and damage to the house - you may need this if you cause a fire or flood!
- Check your parents' home insurance as it may be cheaper to cover yourself on their policy.

Mail

If you receive other peoples mail, you can send the letter back to the sender or to the person if you know the forwarding address.

To do this, you should:

- Cross out the address on the front of the envelope.
- Write on the front of the envelope: "NOT KNOWN AT THIS ADDRESS, RETURN TO SENDER" or "NO LONGER AT THIS ADDRESS, PLEASE FORWARD" (write their new address).
- Place the letter back in the post box, which is free of charge.

Good neighbours

Loughborough and London have a varied population of students, families, business professionals and older people. It is important to develop a positive relationship with your new neighbours. Here are a few tips on how to do this:

- Introduce yourselves to your neighbours when you move in. This will make it easier to communicate should any problems arise.
- If you want to have a party, discuss your plans with the neighbours beforehand. Most won't mind you having an occasional party and will appreciate knowing you have considered their needs and given them a chance to raise any concerns.
- If you're coming back late at night (or early in the morning) then try and be considerate and keep the noise down.
- Keep the property and any surrounding clear of any rubbish and tidy up after any parties.
- Be polite and responsive to any complaints or requests from your neighbours. It's always better to sort any issues out amicably.

Chances are that if you are considerate then you and your neighbour will get along without any problems. However, sometimes issues can't be resolved easily, so it is advisable to seek support sooner rather than later to stop matters escalating.

Community wardens

The Community Warden team are available to help and support all students living off campus in the Loughborough area. The team offer a full pastoral service to any student living in Loughborough town.

There is more information and tips on how to be a good neighbour and what to do if you need further help or support on the Community Wardens website www.lboro.ac.uk/services/community-wardens/



Security

Students houses are often targeted by burglars. Take precaution.

Remember:
Lock it, hide it,
keep it!

- Lock front and back doors even when you are home. If you have a garden gate, make sure that is locked too. If the locks on your external doors are not sturdy or working properly then ask your landlord to replace them.
- Make sure all doors and windows are locked when you leave the property.
- Use the burglar alarm when you go out even if it is a for a short period of time.
- Make sure it looks like you're home when you're out. Install a timer switch to put a light on.
- If you leave the property empty over vacation periods such Christmas and Easter, take your valuables with you. Ask your neighbours to keep an eye on the property and let your landlord know you will be away as he/she may come round and check on the security for you.
- Keep valuables out of sight – put them in a drawer or wardrobe.
- Never leave spare keys hidden outside the property such as under the doormat, in a flowerpot or behind a loose brick – thieves know all the usual hiding places.
- Don't attach your name and address to your house keys.
- Be careful of people requesting entry into your house. Burglars will try and trick their way in. Don't be afraid to ask for ID; if in doubt keep them out and ask for them to call back later.
- Always lock your bike. Use a sturdy 'D' lock (you can buy these cheaply from the security gate on the Loughborough campus), and get your frame stamped with your postcode.
- Use a UV pen and write your name and university on your valuables – this will not damage your property.
- Record the make, model and serial numbers of electrical equipment.
- Register your valuables at www.immobilise.com to reduce property crime and improve your chances of getting items back in the event of loss or theft.

Problems

However much you plan, things may still go wrong.



Resolving conflict with housemates

Sharing with housemates who may have different lifestyles, habits, customs and cultures is normally a positive experience, but problems can arise where there is a clash of lifestyles or differing standards.

What may begin as a small issue about hygiene, noise or cleaning can develop into a serious problem. It's important to think about how to avoid issues arising in the first place and where they do arise, how to stop them escalating.

Here are some suggestions to minimise conflict:

- Be considerate - respect your housemates' space, food and property
- Consider agreeing some house rules, for example: keep the noise down after 11.30pm, don't leave your dishes in the sink, clean the bathroom after you've finished etc.
- Agree to share any bills or other liabilities such as rent. We produce a 'deed of indemnity' form available on request that can be used by tenants to agree to an equal share of rent.
- Draw up a rota for housework such as washing up
- Deal with any issues early rather than allowing things to build up.
- Talk face to face rather than via text message or group chat, as this can help to avoid misunderstanding or miscommunication.

If things cannot be resolved there are various sources of advice and support available on and off-campus.

The Student Advice and Support Service can advise on the rights and responsibilities of tenants, including where you or one of your housemates feel there is no alternative but to move out.

Other sources of guidance and support include:

University Community Wardens
www.lboro.ac.uk/services/community-wardens/contactus/

University Counselling Service
www.lboro.ac.uk/services/cds/counselling/students/

Citizens' Advice
Guidance on problems in shared accommodation:
www.citizensadvice.org.uk/Global/Migrated_Documents/adviceguide/h-problems-in-shared-accommodation.pdf

NUS
Tips for getting on with your housemates:
www.nus.org.uk/en/lifestyle/tips-for-getting-on-with-your-housemates/
Wellbeing: www.nus.org.uk/en/advice/housing-advice/wellbeing/

If a dispute between housemates escalates into violence or intimidation this is most likely to be in breach of the University's code of discipline and the Loughborough Student Charter: www.lboro.ac.uk/services/community-wardens/behaviouranddiscipline/. If you have been the victim of assault or harassment or are fearful you will be, speak to the Police as soon as possible. In this situation, you may need emergency accommodation – contact Student Services for advice and support.

Housemate leaves

If you have a joint tenancy and one or more of your housemates move out it's generally in everyone's interest to find suitable replacement tenants. If the landlord and all the joint tenants agree it should be possible to end the tenancy and make a new contract.

If there are no suitable replacements the landlord can normally ask any or all joint tenants to pay any shortfall in rent. This is because joint tenants are usually liable for each other's rent. The landlord may also be able to pursue the tenants' guarantors for any shortfall.

If rent is unpaid the landlord can make a deduction from the deposit and also take legal action to recover any outstanding financial loss.

If you have a separate contract for your own room in a shared house, you are not liable to pay any housemate's rent if they fail to pay.

If you or one of your housemates wants to leave early get advice about your situation.



Disrepair

Section 11 of the Landlord and Tenant Act 1985 gives landlords extensive obligations to carry out repairs. Your landlord is responsible for repairs to the following:

- **The structure and exterior of the building**, including walls, windows, window frames, ceilings, the roof, the floors, external gutters, external pipes, drains, and the front and back door.
- **Gas piping**
- **Electric wiring**
- **Sanitary installations**, such as baths, basins, sinks and toilets.
- **Heating systems or appliances**, such as the central heating system, the boiler, radiators and gas fires.
- **Water heating systems**, such as boiler, immersion heater.

The landlord is responsible for repairs to the above and nothing in your tenancy agreement can alter this. For minor repair problems, such as replacing a fuse or lightbulb, the tenant is usually responsible (see section Rights & responsibilities of an Assured Shorthold Tenancy).

You should notify the landlord, preferably in writing, immediately a problem arises.

Tenants are **not** responsible for disrepair caused by fair wear and tear or lapse of time, or for damage caused by third parties other than their invited guests.

Any repair must be carried out within a reasonable period of time.

There are no set rules on what is a reasonable time. Certain repairs can be completed within 24 hours eg for burst pipes, damage caused by a break-in that has left the building unsecured, etc. For less urgent repairs a longer period may be reasonable.

Repairs to electrical appliances

If the landlord provides any appliances, such as fridges, freezers, washing machines, TVs, toasters, burglar alarms, smoke detectors, carbon monoxide alarms, etc. they are most likely responsible for maintaining and repairing these. If you are in any doubt, please seek advice.

Getting repairs done

If your landlord has refused to carry out repairs or has disputed responsibility or has already taken more than a reasonable amount of time to do the work you can take action. If you intend to take action it is advisable to adopt the step-by-step approach outlined below:

Step 1

Before tackling your landlord an important point to consider is whether s/he might be able to evict you from the property. If you have a fixed-term agreement your landlord will not be able to make you leave before the fixed-term expires, unless s/he obtains a court order on one of the limited grounds available – such as rent arrears or breach of contract, etc.

If you do not have a fixed-term agreement but instead have agreed simply to pay rent each week or each month on an ongoing basis, your landlord might be able to give you two months' notice. If you are in any doubt about your right to stay in your accommodation, please seek advice from the Student Advice and Support Service.

Step 2

If you want to take action you should contact your landlord/letting agent immediately. If this is by telephone or in person you should follow this up in writing, as it is very important to have a written record of your request, giving full details of the disrepair in question.

You should also collect as much evidence as you can, such as photographs.

Step 3

If the landlord does not respond or disputes responsibility for the repairs or fails to carry out repairs within a reasonable period of time you should consider your options. The appropriate option may be to:

Contact Environmental Health Officers at the local Council who can inspect your accommodation and require your landlord to carry out repairs. If you request an inspection by Environmental Health Officers you should make a written note of all the problems and keep a copy for yourself. Make sure you get the name of the Officer who calls and ask to be kept informed of any developments. If you are concerned that your landlord may retaliate in any way you can ask the Officers to explain to the landlord that their action follows a routine inspection.

You can contact the local Environmental Health Officers. For Charnwood Borough Council telephone: (01509) 634 937

Take court action to get the repairs done. You can apply to the court for an order requiring the landlord to do the work. Your application to the court could also include a claim for compensation. If you are considering this option you should seek advice.

Use the rent to pay for repairs. There is no legal right to withhold rent but you do have the right to carry out the repairs and recover the costs by deduction from future rent payments provided you follow the process below.

You would need to show that the landlord was responsible for the repairs, that they have failed to carry them out and that your expenditure on the repairs was not extravagant. You would also be advised to strictly follow a series of steps:

- Notify the landlord in writing that you intend to use the rent to pay for the repairs unless they resolve the problem within a further, reasonable period. If this does not work, then:
- Obtain three estimates from reputable contractors of the costs of the repairs and send copies to the landlord with a 'final warning'. If this does not work, then:
- Employ (and pay) the cheapest contractor to carry out the repairs and send a copy of the invoice to the landlord with a request that s/he reimburse you your costs. If this does not work, then:
- Recoup the costs by deduction from future rent.

Harassment

If your landlord, or anyone acting on their behalf, acts in a way which interferes with your enjoyment of your property, this could be defined as harassment. Harassment could also include intimidation, causing distress, encouraging you to leave, or forgo your rights.

Examples of harassment:

- pressurising you to sign an agreement that reduces your legal rights
- not carrying out essential repair work with the intention of forcing you to move out
- interfering with or cutting off services such as hot water, heating, gas and/or electricity
- visiting your home regularly without warning, or good cause
- using threatening behaviour or being physically violent.

If you believe you are being harassed in this way, you should contact Student Advice and Support Service for advice. Harassment is a criminal offence and there will be other agencies such as the Police or the Council who can assist you with this issue.

Illegal Eviction

If your landlord wants you to leave their property, the correct legal procedure must be followed. See section 'Ending your tenancy'.

Being forced to leave your home without following the correct legal process will constitute an illegal eviction.

Examples of illegal eviction include:

- changing the locks while you are out; or
- stopping you from getting into your home or part of it; or
- the landlord uses force or intimidation to make you leave.

If you are in danger of eviction by your landlord then contact the Student Advice and Support Service for advice.

Illegal eviction is a criminal offence and there will be other agencies such as the Police or the Council who can assist you with this issue.

Rent arrears

If you are unable to pay your rent you could be vulnerable to late rent charges and possible eviction.

Make an appointment with the Student Advice and Support Service as soon as possible. We may be able to help address the reason that you are unable to pay e.g. student finance delays or a change in circumstances.

Anti-Social Behaviour

Any neighbourhood can have occasional problems with anti-social behaviour (ASB). ASB is acting in a way that causes or is likely to cause harassment, harm or distress to individuals, communities or the environment.

Examples of anti-social behaviour include:

- intimidating groups, taking over public spaces
- vandalism, property damage, graffiti and flyposting
- people dealing and buying drugs on the street
- people dumping rubbish and abandoning cars
- anti-social drinking.

If you think you have been a victim of antisocial behaviour, then you can report it to the local police by calling 101, or if it relates to other students by contacting Loughborough University Security on 01509 222141.

If you or your housemates are accused of anti-social behaviour it is important to take the matter seriously. It's potentially a criminal offence which could lead to eviction and the university could take disciplinary action.



Ending your tenancy



By the tenant

At the end of the fixed term

Check your contract to see whether you need to give formal notice to end your tenancy. If no notice is required you can move out at the end of your fixed term. If notice is required, follow the procedure set out in your contract.

Should you stay beyond the end of the fixed term, even for a day, your tenancy will automatically roll over. Your tenancy will continue to run from month to month or week to week, and you will continue to be liable to pay rent. You will then need to give notice to end your tenancy.

You want to leave early

Normally, once you have signed a fixed term contract, you will remain liable for the rent until the end of the agreed tenancy period. Your right to end your tenancy early is limited:

1. Some fixed term contracts contain a **'break clause'**, allowing you to terminate the tenancy, and your obligations under it, by giving notice (for example 4 weeks or 1 month).
2. You may be able to end your tenancy if you can prove that your landlord has committed a **'fundamental breach'** of contract, for example by failing to deal with serious disrepair. Situations like falling out with housemates, the house being burgled, and minor disrepair problems would not normally constitute a 'fundamental breach'. This is a complex legal area – get advice.

3. Your landlord/agent may **voluntarily release** you from your contract. This may involve you paying an agreed sum of money (less than what you owe) to your landlord as a final settlement.

4. **Finding a replacement.** If you have a joint tenancy and you want to leave before the fixed-term has ended you will need the consent of the other joint tenants and the landlord to end the contract. The landlord, the other joint tenants and any replacement tenant(s), should then agree a new joint tenancy.

If you have a separate tenancy of a room in a shared house or flat and you find a reasonable replacement, you should be able to leave the property free of any further obligations. You should ask the landlord to agree to 'surrender' the tenancy. The Student Advice and Support Service has a 'Deed of surrender' form that can be used for this purpose.

If you leave the property before finding a replacement you will remain liable for the rent until a replacement is found, but the landlord does have a responsibility to make reasonable efforts to find another tenant.



By the landlord

Tenants have 'security of tenure'. This means that during the first six months of the tenancy, or during the initial fixed term (if there is one), whichever is the longer, you cannot be evicted or forced to leave by the landlord unless:

1. The landlord has specific legal 'grounds,' e.g. if you break one or more of the terms of the tenancy agreement, and;
2. You are given the correct notice, and;
3. The landlord obtains a court order.

At the end of any fixed term, your landlord can obtain a court order to have you evicted, without needing any 'grounds,' although your landlord will still have to give you proper notice – a section 21 notice.

If you receive any type of notice please seek advice.



By a mortgage lender

If the landlord has fallen behind with mortgage payments on your tenanted property, the mortgage lender (usually a bank or building society) may repossess the property.

You may be able to remain in the property if the lender permitted the landlord to grant the tenancy or if your tenancy pre-dated the mortgage agreement. Most commonly the tenancy is not binding on the lender and the tenant has to leave, but you can ask the court to delay any eviction for up to 2 months.

If you receive any notice please seek advice.



Moving out



When you're moving out of a property, there are lots of things to think about. Use the checklist below to avoid problems, and get your deposit back.

Lack of cleaning at the end of the tenancy is the main reason for deductions from deposits.

How to get your deposit back

Before moving out

- If applicable give your landlord notice that you are moving out.
- Check the inventory to ensure the house is put in the condition it was when you moved in. Use the photos you took to help.
 - Is anything damaged, broken, stained?
- Clean everything thoroughly, including the garden. If the property is not properly cleaned, you run the risk of losing some of your deposit.
- Notify others of your change of address:
 - Bank/building society
 - The University
 - Car insurance providers and DVLA
 - If required by your visa, inform the police
- Visit the post office and arrange for your post to be forwarded. You will be charged a small fee.
- Cancel the TV Licence and apply for a refund.
- Locate all instruction manuals (cooker, oven etc.) and put them in a safe place.
- Put out the bins – don't miss collection day.
- Defrost and clean the fridge, freezer and inside the oven
- Arrange with your landlord/agent to carry out an inspection. This will give the landlord/agent the opportunity to discuss any matters that need attention. If any issues arise, rectify it before moving out so that the landlord/agent do not need to employ professionals to do this work.




Moving out day



A few things left to do:

- Final cleanliness check.
- Move your possessions out if you have not done it already.
- Turn off appliances and leave the fridge, washing machine and dishwasher doors open.
- Write down your meter readings. If bills are included give these to the landlord/agent. If bills are not included contact the utility companies to close your account and get the final bill.
- Lock all windows and doors.
- Gather all the keys.
- Leave your forwarding address(es) with your landlord/agent.
- Go through the moving in inventory and take plenty of photos.
- Email a copy to the landlord/agent informing them that this is the final inventory. Ask them to check and agree it and to refund your deposit accordingly.

Meter readings:

-  Gas
-  Electricity
-  Water (if applicable)

The deposit is your money. It should be returned once you have moved out and/ or your tenancy has come to an end. However, your landlord may propose deductions from the deposit if they have suffered a financial loss during your tenancy.

At the end of the tenancy you should write to your landlord/ agent and request the deposit back. The landlord should refund you in full, or propose deductions, within ten days. The landlord should account for any deductions they wish to make from it. You can ask to see receipts for any replacement items or for any work done.

Deductions should not be made for damage caused by fair wear and tear. The landlord should also avoid 'betterment', i.e. they should ensure the deductions do not put them in a better position than at the start of the tenancy. If the tenant is responsible for any damage the landlord can make deductions in respect of a 'like for like' replacement, not 'new for old'.

What counts as 'fair wear and tear'?

Fair wear and tear refers to damage that has been caused through normal use or through ageing. A landlord's carpets, curtains, furniture and fittings will all suffer a certain amount of damage by wear and tear.

What about cleaning?

Tenancy agreements often state that carpets and curtains must be cleaned at the end of the tenancy, sometimes professionally cleaned. This does not mean that they have to be cleaner or even as clean as when you moved in. Your obligation is to give the house back to the landlord in the same state and condition as at the start of the tenancy, fair wear and tear excepted. You are required to clean any items which are soiled above normal wear and tear. If you carry out any cleaning, keep records and receipts where appropriate.

If damage is caused by a third party other than the tenants' guests, for example following a break-in, there should not be any deductions from the deposit.

What if you do not agree with the deductions?

If you disagree and/ or think the deductions are unfair, you can dispute how much of the deposit the landlord can keep, if any. Set out your objection in writing and request the return of the undisputed amount along with proof of any costs the landlord/letting agent claims to have incurred.

If you cannot agree the deductions and the deposit is covered by tenancy deposit protection you should contact the scheme provider for details about Alternative Dispute Resolution (ADR). The tenancy deposit protection scheme will keep hold of any disputed amount until both you and the landlord have come to an agreement. If either you or your landlord object to using ADR to resolve the dispute, then it will have to be resolved in the County Court.

What if you do not have an AST?

If you are a lodger, there are no legal rules protecting any deposit you may have paid.

Your landlord may deduct an amount before returning the deposit to cover costs, such as damage to the property or furniture. If you disagree with that amount, you can try to negotiate with your landlord. Any evidence you have to support your case will be useful, such as the inventory, photographs, etc.

Ultimately, if you and your landlord can't reach an agreement and you think the deductions are unfair or unreasonable, you will have to use the small claims procedure in the County Court to get the rest of the deposit back. Sometimes the prospect of legal action will be enough to make your landlord return the deposit. Contact the Student Advice and Support Service for advice.

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