

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.