

CONTRACTS

A contract can be a verbal or written agreement. It is better to have a written agreement as both parties know what is expected and it helps to avoid disputes. Once signed it is a **LEGALLY BINDING DOCUMENT!**

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 always be given at least 24 hours to **take the contract away and read it**
- Make sure the contract you finally sign is identical to the one you read before
- Do not sign a contract if you are not happy with the terms or there are any aspects of the agreement you do not understand

- Check if you will be paying the rent by direct debit or standing order. A standing order is the best way to pay as you are in control of it. (see page 25). If there is anything you are unhappy with you should negotiate to have it removed or amended
- Whatever is agreed should be written down and signed by the owner, so there is no room for 'misunderstandings' or 'confusion' later
- Once signed, the contract is legally binding on all parties - you do not get a chance to change your mind
- **MAKE SURE ALL HOUSEMATES SIGN THE CONTRACT AT THE SAME TIME, OR YOU COULD BE LEFT LIABLE FOR THE WHOLE PROPERTY!**
- Contact the **Student Advice and Support Service** who is here to help you and offer a free contract checking service so you can be happy that the contract you sign is fair - **never sign on the spot**

Types Of Contract

Private Rented Accommodation

Most landlords/agents use an assured shorthold tenancy (AST). This means that you are a tenant and have exclusive possession of the property. You will be liable to pay rent for the full length of contract; break clauses are rare, but you can ask for one!

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. This means you are jointly responsible for any unpaid rent and/or damage to the property.

If one of your housemates moves out or does not pay their share of the rent, the others may end up having to pay

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 to your room

University Halls of Residence

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

Private Halls of Residence

If your halls of residence are run by a private company, you will most likely have an AST. 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: If this applies to you, come and see an adviser.

Terms and Conditions (the boring but essential part!)

It is crucial that you read through and fully understand all the terms and conditions stated in the contract. This includes any handbook or additional contract sheets you are given. Make sure your contract accurately reflects what you have agreed or been told by the landlord or letting 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.

The contract must include:

- the contact details of the landlord/ agent. If you are renting via an agency make sure that you also have the landlords full contact details. You are legally entitled to this information
- what rent payments are due and when. Check that 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
- Check when first rent payment is due, and that you have the money for it
- Length of the tenancy
- who is responsible for the bills e.g. water rates
- rights and responsibilities of both the tenant and the landlord

If your landlord has agreed to carry out repairs or improvements on the property before you move in, **always get this written into the contract** (don't take their word for it), and include an exact date by which the work will be completed. Similarly, if your landlord has promised to buy extra furniture, or have items removed from the property, make sure this is confirmed in writing.

The contract can be changed in any way before it is signed providing you and the landlord agree. However, if you do alter a pre-prepared contract, you should ask the landlord to sign the alterations separately, as well as signing the whole agreement. Once a contract has been signed it cannot be altered unless both parties agree.

This may seem like a lot of fuss and hard work, but it is so important to get the contract right at the start.

Handwritten signature



Handwritten signature

Handwritten signature

Handwritten signature

Rights & Responsibilities of an AST

We want you to have a positive experience living in the private rented sector. To help ensure this happens, 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.
- Keeping in good repair any appliances they have supplied. E.g. fridge, washing machine etc.
- Undertaking non-urgent repairs within 28 days. Urgent repairs such as plumbing or sanitation should be completed within one or two days.
- Landlords must give 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 page 23).

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
- Quiet enjoyment of the property – if your landlord needs to access the property he must give at least 24 hours' notice in writing
- A certificate of registration showing the Tenancy Deposit Scheme (TDS); where your deposit is being protected
- Have certain repairs completed for you
- Evidence that the property meets necessary safety standards (e.g. up to date Gas Safety Certificate/HMO License/electrical safety certificates as appropriate)
- Have the property in a habitable state at start and throughout the contract

As a tenant you have the responsibility to:

- Fulfil your responsibilities as stated in your agreement such as:
 - Pay rent on time

- Pay bills and other outgoings in respect of the property
 - To use the premises as a private dwelling and not for business purposes
 - Not to use the premises for illegal or immoral purposes, or cause a nuisance to the neighbours
 - Not to sub-let the premises
- Act in a 'tenant-like manner'. This means you should perform the day to day tasks such as:
- Clean the house on a regular basis
 - Replace light bulbs
 - Unblock the sinks

- Take reasonable steps to prevent the water pipes from freezing - if you leave the property unoccupied during cold weather keep the heating on low (e.g. over Christmas)
- Secure the property when you go away - lock all doors and windows
- Take the bins out and bring them in again. It's illegal to leave it on the street
- Inform the Council of your exemption from council tax

- Be responsible for your household and any visitors
- If you are allowed to bring your own furniture into the property, make proper arrangements to store or remove the owner's furniture where it will not be damaged
- Always report any repairs you need in writing immediately, email is acceptable. Keep a copy though
- If you break or damage anything inform the landlord immediately
- Ask your landlord/agent's permission when necessary (e.g. hanging pictures, painting walls)
- End the tenancy as outlined in the contract

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 action against you. Some terms, however, will not be legally binding and if you are in any doubt about these, seek advice from the Student Advice and Support Service.

Guarantors

As part of the agreement, most landlord/agents will ask for a guarantor. This means they want someone to guarantee that your rent will be paid and they will accept liability for the cost of any damage caused during the tenancy. Guarantors may be your parents, a family member, friend or guardian.

If you are an international student then a parent who is abroad is unlikely to be accepted. Usually landlords require that the guarantor is based in the UK. If you are unable to find someone then most landlords / agents will require more rent in advance.

It is important that both you and your parents understand that if you default on rent or cause damage to the property, your parents will be responsible for the payment. You can even be taken to court.

Guarantors should be allowed to see the tenancy agreement and the guarantor's agreement at least 24 hours prior to you signing the contract. **DO NOT SIGN THE CONTRACT UNTIL YOUR GUARANTOR HAS HAD A CHANCE TO SEE WHAT THEY NEED TO SIGN AND HAVE AGREED TO IT.**

References/Credit Check

Generally landlords want to ensure that you are going to be good tenants. This may involve a credit check on your past finances, and a reference from a previous landlord.

Agency Fees

Landlords/ agents can make a charge for drawing up a contract and there is no limit on the amount that can be charged. The fees are not refundable.