

CONTRACT CHECKING

GET IT IN WRITING

If your landlord or letting agent agrees to repair something, e.g. carry out cleaning or provide extra furniture before you move in, make sure you get it in writing. Otherwise you run the risk that the landlord/agent won't keep their promise and you won't be able to prove what was agreed.

BILLS

Don't forget to open your gas and electricity accounts when you move in. To do this you will need the opening meter readings. You should also send your council tax exemption forms directly to the council.

Don't forget to buy a TV licence if there is a TV in the property, or you watch or record TV as its being broadcast.

Although your landlord should have insurance on the property and their fixtures and fittings, it won't cover your possession. It is advisable to get contents insurance with cover for accidental damage, just in case.

GET AN ADDRESS FOR THE LANDLORD

This can be really important if things go wrong. All landlords have to give their tenants their name and a UK contact address. If the contact address is for the agent, you are also entitled to the landlord's address even if that address is not in the UK.

BE SAFE

Landlords must meet certain requirements to ensure the safety of their tenants. This includes; gas safety certificates, smoke/heat detectors and fire resistant furniture. We also recommend that landlords install a carbon monoxide detector in the property.

Where a building is occupied by 3 or more unrelated people, the property is classified as a House in Multiple Occupation (HMO). In this case, landlords have additional responsibilities to ensure the property meets safety standards, including to provide an electrical safety certificate.

If there are more than 5 unrelated people, living on 3 or more stories, then the property will require HMO license from the Council. In some boroughs, smaller properties will also require a license, this is called additional or selective licensing. If you're not sure whether the property you are about to rent requires a license, check out the Council's website or give us a call.

WHO NEEDS PRIVACY?!

Landlords may need to access the property to carry out inspections or do repairs but they must give you reasonable notice and arrange their visit at a mutually convenient time. Check what your contract says about giving notice to enter the property and under what circumstances. It should say something about giving reasonable or 24 hours' written notice although this might be different if you live with a resident landlord or in a hall of residence.

MONEY, MONEY, MONEY!

At the time of signing your contract, you will usually be asked to pay your first month's rent and a damage deposit. From June 1st 2019, the amount letting agents or landlords can take for a damage deposit is limited to a maximum of 5 weeks' rent. Holding deposits are capped at 1 week's rent.

Agents and landlords could also previously charge fees for contracts, general administration and referencing. However, from June 1st 2019 most letting fees are banned for new contracts and renewals. They are still allowed to charge you for some things, for example interest if you pay your rent late, or charges to cut new keys if you lose them. These fees should only cover a landlord/letting agent's actual costs or losses and so should not be excessive. If you're not sure if a fee you are being charged is legal, contact ULHS.

IT'S ALL IN THE DETAIL

The front cover of the contract usually contains the basic terms of the contract, which include the date the contract will begin, how long it is for, the amount of rent and deposit and the address of the property. Check this is what you have agreed.

You should check the contract to see when the rent is due and how it should be paid, who is responsible for things like paying the electricity and gas bills, whether you can smoke, have pets, overnight guests and whether the property will be furnished or unfurnished.

GUARANTORS

You may be asked to provide a guarantor. This is someone who agrees to pay your rent or for any damage, if you're not able to, and will normally be your parent or guardian.

If you have a joint contract, it is very likely that your guarantor will be agreeing to pay for any unpaid rent and/or damage caused by any housemate, not just you.

If you are unable to provide a UK guarantor you may be asked to pay rent in advance, but try to avoid paying any more than 3 or 6 months' in advance.

THINK YOU MIGHT WANT TO MOVE OUT EARLY...

Then make sure you have a break clause in your contract. A break clause allows you and/or your landlord to end the contract early. These can be written really badly so, make sure you understand when you can give notice and when you can end the contract. Don't forget, if you're on a joint contract then a break clause affects you all.

Your contract should allow you to "assign" (transfer) out of the contract if you find a suitable replacement. Check what it says about assignment and subletting to make sure this is an option.

REPAIRS

You will be expected to carry out some minor repairs, like cleaning mould from condensation, changing light bulbs and fuses, gardening and keeping the drains clear. The contract will usually tell you exactly what is expected of you.

The landlord is legally required to carry out most repairs to the property, e.g. the heating system, electrical problems, leaks etc. However the law doesn't cover repairs to electrical and mechanical appliances, such as fridge freezers or electric cookers, so make sure there's something in your contract about this.

Don't forget to ask who you should report repairs to and make sure you report any repairs in writing.

FRAUD ALERT

Some scammers may ask you to make a payment via transfer companies like Western Union or Moneygram, to prove you have the available funds to rent a property. This may result in the 'landlord/

WHO OWNS THE PROPERTY?

Before you part with any money, ask for proof of who owns the property. If the person you're dealing with isn't the owner, make sure that they have authority to let it.

You can carry out a land registry search of the property to confirm the name of the registered legal owner. A title register will cost £3 and can be done on-line at www.landregistry.gov.uk

GET THE RIGHT CONTRACT

Most students will be given an Assured Shorthold tenancy, (although there are some exceptions, e.g. you live with a resident landlord or in University Accommodation). Your rights will vary depending on what type of contract you are given.

If you and your flatmates are all listed on one contract, be aware that you will have a joint tenancy. This means that you are all jointly responsible for the whole rent and for any damage you or your flatmates cause.

Some contracts may contain unfair terms, which you should try to get changed before you sign. We advise contacting us for a proper Contract Checking appointment so we can look over your contract and discuss any potentially unfair terms with you.

KEEP RECORDS

You will normally be given an inventory when you move in, which is a list of the contents of the property as well as its condition. Check that this is accurate and, if not, note any discrepancies and send an amended copy back to your landlord/agent. We always advise taking dated photographs of the property when you move in and out of the property.

PROTECT YOUR DEPOSIT MONEY

If you have an Assured Shorthold tenancy, your deposit must be protected with a government authorised scheme within 30 days of the date the money is received. Your landlord/letting agent should also give you details of where your deposit is protected and how the scheme works. Make sure your deposit has been protected on time!

RIGHT TO RENT

From 1 February 2016, landlords and letting agents will be required to check you have the right to live and rent in England, before you sign a new contract.

To do this you will need to show either your passport or national identity card, if you are from the UK or EEA, or if you are an international student, your biometric residence permit.

The landlord/letting agent will need to take copies of these documents and keep them until you leave the property. It is not advisable to send these in the post, and you should be careful about who you give these documents to.

agency' withdrawing the funds using forged identification.

Never pay any money without first viewing the property.