CONTRACT CHECKING

GET IT IN WRITING
If your landlord or letting agent agrees to something, e.g. carry out cleaning or provide extra furniture before you move in, make sure you get the promise in writing. It’s a good idea to run the risk that the landlord/agent won’t keep their promise and you’ll need a record to prove what was agreed.

BILLS
Don’t forget to open your gas and electricity accounts when you move in. Do this so you will need the meter readings. You should send your council tax exemption form directly to the council.
Don’t forget to buy a TV licence for your property, or you watch or record TV as it’s being broadcast.
Although your landlord should have insurance on the property and their furniture, this doesn’t mean your property won’t cover your possession. It is advisable to get contents insurance which will cover accidental damage, just in case.

GET AN ADDRESS FOR THE LANDLORD
This can be really important if things go wrong. All landlords have to tell their tenants their name and a UK contact address. If the contact address is for the agent, you could also ask if the landlord’s address is one 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 carbon monoxide alarms. We also recommend that landlords install a carbon monoxide alarm in all rooms. Where a building is occupied by 5 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 having to provide an electrical safety certificate. If there are more than 5 unrelated people, living on 5 or more stories, than the property will have an HMO license from your local Council. In some boroughs, smaller properties will also have this, it’s called additional or selective licensing. If you’re not sure whether the property you are also living in, your landlord should check out the Council’s website or give us a call.

WHO NEEDS PRIVACY?
Landlords may need to access the property, either to carry out repairs but they must give you reasonable notice and arrange their visit at a mutually convenient time. If your landlord says something about giving notice to enter the property and the circumstances. It should say something about giving reasonable or 24 hours’ written notice. This may 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 2020, the amount letting agents or landlords can take for a damage deposit is limited to a maximum of 5 weeks’ rent. This is an extra deposit above what is needed. 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; showing you any rent rates, or charge you out to repair tests if you lose them. These fees should only cover a landlord/agent’s actual costs or losses and so shouldn’t be excessive. If you’re not sure, if you are being charged legal, contact UKHLS

IT’S ALL IN THE DETAIL
The front cover of the contract usually contains the basic terms of the contract, which is: 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 when the rent is due and how it should be paid, who is responsible for things like paying the council tax, water bills, gas, if you 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 or damage caused by anybody, 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 6 or 8 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. If you don’t want to speak to the landlord written easily badly, so make sure you understand when you can get notice and when you can end the contract. If you don’t have a joint contract then a break clause affects you all.
You should always agree to a “assign” transfer of the contract if you find a suitable replacement. Check what it says about assign and whether the landlord is 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 gardens clear. The contract will usually tell you exactly what is expected. The landlord is legally required to carry out most repairs to the property, e.g. the heating system, plumbing, electrical problems, roof etc. However, the law doesn’t cover repairs to electrical and mechanical appliances, like fridges and freezers, hand held electric cookers, so make sure there’s something in your contract about this.
Don’t forget to tell the landlord you need to carry repairs to and make sure you report any repairs in writing.

FAKE 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 agency withdrawing the funds using forged identification.
Never leave money without first viewing the property.

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 property owner, make sure that they have authority to let it.
You can carry out a land registry search to confirm the name of the registered legal owner. A little register will cost £3 and can be done online at www.landregistry.gov.uk

GET THE RIGHT CONTRACT
Most landlords will be given an assured short term contract (AST) (although there are some exceptions, e.g. you live with a resident landlord or in a University Accommodation). Your rights will vary depending on what type of contract you are given.
If you and your flatmates are listed on one contract, be aware that you will have a joint tenancy. This means you all own the property to the whole rent and for any damage you or your flatmates cause. Some contracts may contain unfair terms that are not changed before you sign. We advise 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 a property.

PROTECT YOUR DEPOSIT MONEY
If you have an Assured Shorthold tenancy, your deposit must be returned within 30 days of the tenancy ending. An authorised scheme within 30 days of the tenancy ending. Your landlord or letting agent will also give you details of where your deposit money is returned to. In the event of a complaint, the scheme works. Make sure your landlord has been protected on time.

RIGHT TO RENT
From 1 February 2026, landlords and letting agents will be required to check that a tenant has the right to live and rent in England, before you sign a new contract. For private tenants you will need to show either your passport or national identity card, if you are from the UK or Ireland, or the Right to Rent Card, if you are an international student, your biometric residence permit. Your landlord/letting agent will need to take copies of these documents and keep them until you unless the tenancy has ended or you have moved out of these in the past, and you should be careful about who you give these documents to.

KEEP RECORDS
You will normally be given an inventory when you move in, which is the details, contents, of the property as well as its condition. You could make note of 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 a property.

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