

Covid-19 and the end or start of a tenancy - Summer 2021

We are aware that a number of students are having issues with properties within the private rented sector, either at the end of their tenancy or the start of their tenancy, due to someone living in the property having tested positive for Covid-19 and the household having to self-isolate as a result. We have put this information together as a response to this situation.

Please be aware that this is an unprecedented situation which has arisen as a result of the pandemic. Whilst the information here is the situation as we understand it, individual students may have specific situations, and we would recommend that you seek advice from the Advice Service if you have any concerns. The Advice Service is working with local agents and the University to try and find the best way forward for students, however each circumstance and situation is different for each household.

We would recommend during this difficult time, that landlords, agents and tenants work together to find the safest and cost effective way to move forward over the next few weeks. To do so will benefit the community at large during the pandemic.

Moving: self-isolation and where to go if you have to move

Most of the laws which relate to the Covid-19 pandemic are enshrined in legislation which has been implemented as a result of the pandemic. There is an allowance in the legislation which states that a person who is self-isolating can move to a different place where it becomes impractical for them to stay where they are.

This legislation is: [The Health Protection \(Coronavirus, Restrictions\) \(Self-Isolation\) \(England\) Regulations 2020 \(legislation.gov.uk\)](https://www.legislation.gov.uk/uk/2020/111/section-17) - you can find the aforementioned point at paragraph 3; b; viii.

However, it is our understanding that Public Health England have advised the university:

“PHE have confirmed their preference in terms of reducing infection risk is for these individuals to remain in-situ for the period of self-isolation, but they appreciate this may not be possible and were comfortable that they fit the legal criteria as outlined in the legislation. As an initial step, they think it is worthwhile exploring whether the accommodation provider has checked whether the new tenants are planning to move in at the start of July would be a sensible”

The University are supporting this position: as such, **if you or someone in your private rented house have tested positive for Covid-19** and you are required to self-isolate as a result, the University is asking students to attempt to remain safely in your accommodation and negotiate with your landlord or agent in the first instance.

If you or someone in your private rented house have tested positive for Covid-19 and need to self isolate but cannot remain in your accommodation and do not have a safe

place to return to while isolating, you can contact the University of Reading Covid Support Team. The team can be contacted on: covid-support@reading.ac.uk

We have been told that it is important that that you inform the Covid team, of your test date, isolation end date and all the relevant information to your individual circumstances.

If you do not have Covid-19 but may not be able to move into their accommodation on time, you can book into summer accommodation via the Stay@Reading website:
<http://www.reading.ac.uk/ready-to-study/accommodation/stay.aspx>

Students will need to select the dates of stay required, and use the promo code STUDENT2021 to access the student rates in Stenton Hall. The rates advertised are nightly student rates, so you only need to book for any dates you cannot move into the property as planned.

Housing Contracts

The Advice Service have sought advice concerning the issue of tenancy agreements which will not end or start as a result of this situation. Please note that the UK Government has not provided any legislation or guidance on this issue, and therefore the rules which apply are the rules of housing law.

If you have to remain in the property due to self-isolation as a result of Covid-19 past the date of expiry (often June 30th), then your contract will change to a periodic tenancy. What some may call a rolling tenancy.

If your landlord or agent takes this position – which they are legally allowed to do - extra rental costs will be incurred and you will need to give notice on your periodic tenancy. The notice period is usually a month, as outlined in your initial tenancy agreement.

We would recommend that you familiarise yourself with the implications of a fixed term tenancy information here, and understand the date that you would need to serve notice to your landlord to keep your costs to a minimum. Some useful information can be found on the Shelter website:

https://england.shelter.org.uk/housing_advice/private_renting/options_when_your_fixed_term_tenancy_ends

Whilst all tenancy agreements not ended on the expiry date will become periodic, not all landlords or letting agencies are expecting students to provide a months notice. Some are asking you to pay for the additional days of your stay on a pro rata basis, rather than an additional month, and allowing tenants to leave the property – technically, this is known as a ‘Surrender’. It is acceptable for landlord to expect you to pay rent as you are using the property – for information on other fees they may be asking, please see the information below.

If you are not able to move into a property then the landlord or letting agent *may* be considered to be in breach of the tenancy agreement. If you would like further information concerning this, then we would recommend that you contact the Advice Service for support.

Other fees

If you are remaining in your property past the end of your tenancy agreement, your landlord or letting agent may be asking you to pay other fees, such as:

- Charging for cleaning of the property;
- Asking for current tenants to pay for the incoming tenants temporary accommodation;
- Re-booking of checkout appointments.

The Tenants Fee Act 2019 offers some guidance on these matter – however, note that this guidance did not foresee Covid-19. More information on the act can be found here:

https://england.shelter.org.uk/professional_resources/legal/costs_of_renting/tenant_fees_and_others_costs/banned_tenant_fees_and_penalties_for_landlords

Whilst each one of the fees listed above can be argued individually under the act, it is important to remember that a landlord does hold the right to be financially compensated to be put back into the position that they started. If a landlord cannot fulfil a tenancy agreement starting on 1st of July, it could be argued that the landlord is in breach of his contract to his incoming tenants.

It is also worth bearing in mind that if you do not agree to pay these fees:

- The landlord / letting agent may refuse to allow you to only remain in the property for a short extended period, which may mean that you have to vacate the property or that your agreement defaults to periodic. In this instance, you would then be required to pay rent for the whole month and serve appropriate notice as outlined above.
- The landlord / letting agent may try to make deductions for these costs from your deposit.

If you feel that the charges being asked of you are unreasonable, you can speak with Reading Borough Council Trading Standards Team, who are aware of the current situation. They can be contacted via the methods outlined on this webpage:

<https://servicesguide.reading.gov.uk/kb5/reading/directory/service.page?id=BMvMiABuyO0>

Other Covid-19 information

If you have tested positive for Covid or are self-isolating, regardless of your housing status it is important the university know. There is a quick and simple form that you can complete online and one of the Welfare Team at the University will be in contact with you, to see how you are. Please note that the telephone call will come from a withheld number.

The form can be found here:

https://forms.office.com/Pages/ResponsePage.aspx?id=xDv6T_zswEiQgPXkP_kOXyGBa7iRsJZBhbi7ogVRF8hUNzIJRzdRUK1KQ05RNVQyV1RaVIVOSjNPUyQIQCN0PWcu&wdLOR=cB3B4A789-FE86-490B-9122-F318C3C7A34C

Financial Support

If you are struggling with additional costs as a result of this situation, please seek the support of a Money Adviser within RUSU, who will be able to direct you to the appropriate support for your situation.

RUSU Advice

If you have further questions or would like specific advice, please get in touch with the RUSU Advice Service. The specialist Advisers offer a confidential service, independent from the University so they can discuss your case with you in private.

Contact us by email at advice@rusu.co.uk or complete an online client form at www.rusu.co.uk/getadvice.