

YOUR GUIDE TO...
**LIVING OFF
CAMPUS**



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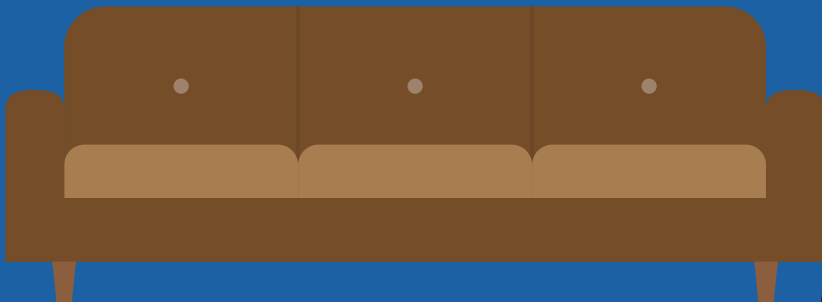


Produced April 2019

YOU'RE MOVING IN!

Congratulations, you are now moving in to your new shared home. Here are a few tips for things to do when you first move in:

- Get all keys to the property – doors and windows.
- If your agent hasn't done so, take an inventory with a witness and dated photos of existing damage and stains.
- Make sure all internal and external rubbish has been removed from the property before you move in and sign the inventory.
- Locate the water stop-cock and electricity fuse box.
- Locate the electricity and gas meters and take readings to provide to utility companies.
- Set up accounts for bills and give them the readings to make sure you are only charged from the date you moved in.
- Organise insurance for your belongings.
- Ask your landlord:
 - o How the heating/hot water/appliances work
 - o When the rubbish is collected and if you have the necessary bins
 - o For a copy of the Gas Safety Certificate
- Buy a TV Licence – you only need one in a shared house.
- Stock the kitchen and bathrooms with essentials such as toilet paper, washing up liquid and kitchen equipment.
- Introduce yourself to your neighbours – they can keep an eye on your house when you're away and are less likely to complain about parties if you keep them informed.
- Update your address on RISIS, with doctors, banks, mobile phone companies etc.



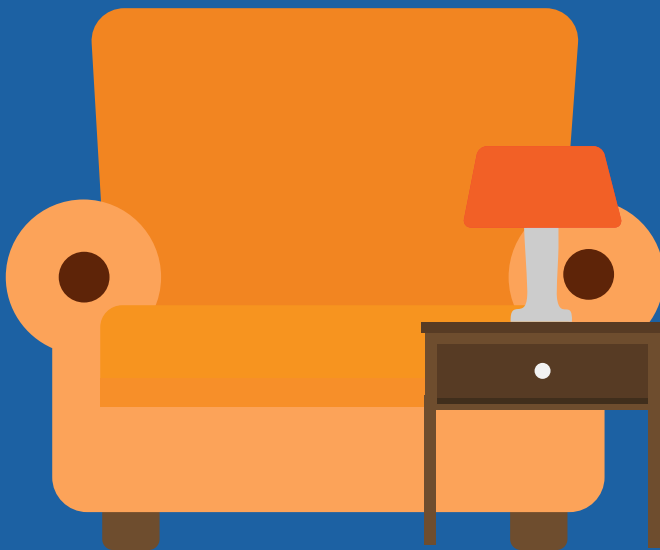
WHAT IS AN INVENTORY?

An inventory is a list of your house contents which includes all furniture, fixtures and fittings, such as carpets, curtains, and walls. The inventory details the condition that these items are in. Two inventories should be taken; one at the beginning of the tenancy and one at the end.

You are required to hand back your house at the end of your tenancy in the same condition that it was given to you, allowing for fair wear and tear resulting from normal use. Try to keep the house clean and tidy to ensure the return of your deposit.

A good landlord or estate agent should complete an inventory with you. Check to see that you agree with what is recorded before you sign it. If this does not happen, you should complete your own inventory by taking date stamped photos (using your mobile phone). Ensure that you send these to your letting agent or landlord by email so you have a record that you have advised them of any issues – this might help when you move out.

The inventory taken at the beginning will be used to demonstrate the state of the house when you move in. The inventory taken at the end of the tenancy shows any damage caused while you lived there. These two are then used to decide if any of your deposit should be kept by the landlord to pay for damages or extra cleaning.



DEPOSIT PROTECTION

If you have an assured shorthold tenancy (most students do if their landlord does not live in the same house as them), your landlord/agent is required by law to make sure your damages deposit is protected in one of the Government approved deposit protection schemes within 30 days of receiving your deposit. There are penalties for failure to protect the deposit.

The Deposit Protection Service

www.depositprotection.com

Telephone: 0330 303 0030

MyDeposits

www.mydeposits.co.uk

Telephone: 0333 321 9401

The Tenancy Deposit Scheme

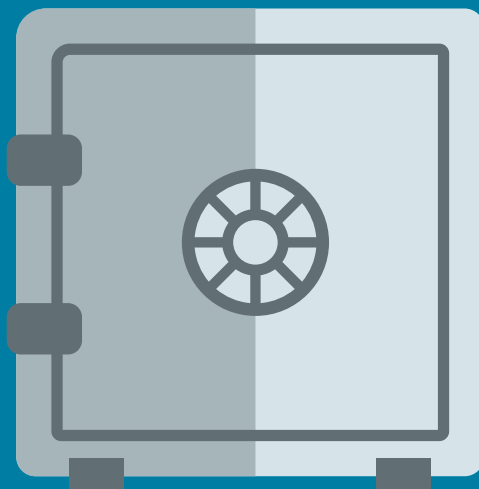
www.tds.gb.com

Telephone: 0845 226 7837

Also within 30 days, they must provide you with the 'prescribed information', which includes a copy of the tenancy deposit protection certificate and information about how to get your deposit back at the end of your tenancy. By law, your landlord is able to ask for a maximum of the value of 5 weeks' worth of rent as a deposit if the value of the lease is less than £50,000.

At the end of your tenancy your landlord can make deductions from your deposit for:

- The cost of replacing any damaged or missing contents of the property;
- The cost of changing locks if keys are not returned on time;
- The cost of repairing any damage (but not wear and tear);
- Cleaning;
- Unpaid rent.



UTILITY BILLS

Your tenancy agreement should state which bills are your responsibility. Usually tenants are responsible for:

Gas
Electricity
Water
Council Tax
TV licence
Broadband/phone

Full-time students are generally exempt from paying Council Tax, but you may need to let the Council know by sending an Exemption Certificate. You can download this from your RISIS account.

If you are unsure of your energy supplier, ask your landlord or letting agent. If you are responsible for paying the utility bills, you have the right to change supplier to get the best possible rates. You should advise your landlord or letting agent of any change in writing.

How do you pay them?

Bills are usually sent monthly or every three months. Correspondence can be by post or email. They can be paid by cheque/direct debit/ online/at banks or post offices.

Choosing direct debit and online billing often gives you a small discount on your bill. You can pay every bill as it arrives, or arrange a monthly payment.



The name/s on the bill indicates the person legally responsible for paying the bill; the company will pursue that person. Therefore, you have the following options:

- Putting everyone's name on each bill (up to four names can be used)
- Each tenant takes charge of a bill
- Create a household bank account where each housemate puts money into the account to cover the bills

Be aware that estimated bills may underestimate your usage and you could be hit with a large bill at the end of your tenancy. You will use more over the winter months. There are some private companies that will arrange your utility bills for you, and provide a set amount for each tenant to pay each month. The company then ensures that your utility bill suppliers are paid.

What happens if bills are not paid?

The utility company will send a number of letters demanding payment. If you do not respond to the letters they will threaten disconnection and/or court proceedings. Do not ignore these letters. If your gas or electricity is disconnected the landlord will expect you to pay for the reconnection costs. Your gas should not be disconnected if you have children. Water cannot be disconnected but debts can be taken to court. Any unpaid bills can adversely affect your credit rating. Some houses will have pre-payment meters but these are more expensive. You have the right to have a pre-payment meter removed if you find that one is already installed when you move in to the property.

If you have any concerns about paying bills, speak to a RUSU Money Adviser.



SAVING ENERGY

If you're living in private rented accommodation this year, you may well find yourself paying for gas, electricity and water bills for the first time. This can eat into your finances, so here are some tips to keep your costs down:

- Landlords are only legally allowed to rent out buildings which achieve at least an 'E' rating Energy Performance Certificate (A being most efficient, G being least efficient).
- Switch off! The easiest and most obvious way to save energy is by not leaving stuff on you aren't using – whether that's lights, TV, computers or chargers – it's the simplest way of saving money. And nag your housemates to do the same!
- Control your heating. Turning your heating down 1°C can save 8% on your energy usage.
- Make sure your hot water is set at 60°C – this should not be set any lower due to health/hygiene reasons, but higher temperatures will waste energy.
- Check if you can control your hot water separately – and if you can, set it for a few hours each morning and evening. A good guide is 30 mins per person in the morning and again in the evening (but this will depend on your system and might take a bit of trial and error!)
- Check your light bulbs are LED – which are usually much more efficient than other alternatives – and 5W – 6W bulbs usually give plenty of light.
- Cook together, and then wash up together!
- Only boil the water you need. Kettles are very energy hungry and boiling too much water unnecessarily can waste a lot of energy.
- Use your washing machine efficiently – avoid half loads, wash at 30°C and dry your clothes naturally if possible.
- Showers are often thought to save water compared to baths, but that really depend on how long you run them and whether they are power showers. Aim to shower for no more than 5 minutes use a timer!
- Don't leave taps running unnecessarily, for example when brushing your teeth.

These are just a few ideas to help keep your costs down, and of course, saving energy will also help to reduce your carbon footprint.

(With special thanks to Dan Fernbank, Energy & Sustainability Manager at University of Reading, for contributing the advice and information above)



HOW TO LIVE TOGETHER!

Falling out with housemates is one of the most common problems students sharing a house have. People that seemed fun and easy-going at the start of the year may have habits you find irritating, drunken nights out end in arguments or you receive unexpectedly large utility bills. If disagreements do occur, don't be alarmed - they are part of living with other people. Talk through issues rather than letting them build up and be prepared to negotiate with housemates.

Here are some things you can do to help yourself and each other:

- Be considerate- not everyone wants to be up all night. Be quiet when coming back late or leaving the flat early.
- Clean up after yourself!
- Talk to people - and not behind their backs. If you have a problem with someone's behaviour then have a calm discussion with them about it.
- Don't take other people's food or belongings!
- Be aware of cultural differences.

You may wish to create a 'housemate agreement' which could include general rules for living together as well as how you might resolve conflicts if they arise.

For example:

- Distractions - you may wish to decide on set 'quiet time' when you want to be able to sleep or study.
- Cleaning levels – It can be good to make a rota or decide on duties
- Having people round - when is it okay, how many?
- How you will share amenities e.g. fridge, TV, bathroom etc.
- Steps for resolving conflict - how do you let each other know if you have a problem, and what you will do about it?



LANDLORDS

Most students have good experiences of landlords but sometimes problems do occur.

Your landlord is allowed into the property. However, your rented house is your home and if the landlord does not live in the property, they cannot enter or let themselves in without permission. If your contract allows inspections, access for repairs, viewings for prospective tenants or purchaser, then you have the right to be given at least 24 hours advanced notice, unless in an emergency.

Who will manage your property while you live in it? If you have any problems in your home, you need to know who to contact. It could be a letting agent, the landlord or a property manager on behalf of the landlord. Whoever it is, it is still important that you have the landlord's contact details.

HARASSMENT AND ILLEGAL EVICTION

Your landlord cannot evict you unless they follow the correct process and seek an Order from the Court. It is illegal for a landlord to change the locks to prevent you from accessing your property. It is also illegal for your landlord to evict you if you report disrepair issues to your local authority.

Keep a record of any issues with your landlord and seek further advice at the RUSU Advice Service if necessary.

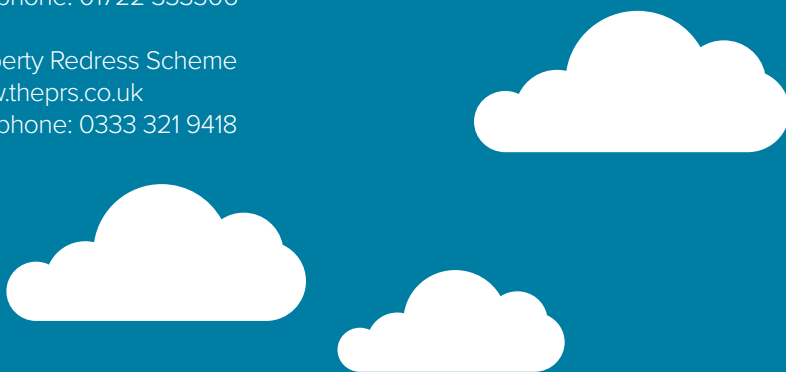


LETTING AGENTS

By law letting agents must be members of a redress scheme. If you have a complaint against a letting agent and you are unable to resolve it with the letting agent, you can refer your complaint to the scheme they are members of. There are two approved schemes:

The Property Ombudsman Ltd
www.tpos.co.uk
Telephone: 01722 333306

Property Redress Scheme
www.theprs.co.uk
Telephone: 0333 321 9418



DAMP & MOULD

Damp can be a common problem in many properties. Damp can cause mould to form on the walls, furniture and clothes, and mouldy environments may make medical conditions, such as asthma, worse. Whose responsibility to fix it depends on the cause. Ensure that you inform your landlord, preferably in writing, of any issues with damp and mould.

Damp can be caused by water leaking in through leaky pipes, blocked guttering or holes in the roof and leaves a 'tidemark' around the affected area. As this is a structural issue, it is likely to be the landlord's responsibility to treat or fix. Condensation is the most common type of damp.

HOW TO REDUCE CONDENSATION

- Leave washing to dry outside, or in a well ventilated room.
- Wipe the water from your windows and sills with a cloth.
- Put lids on your saucepans when cooking, and open a window.
- Use the trickle ventilators or night vents in your windows - You need a good air flow to help get rid of moisture which is produced when you sweat at night!
- Open a window after showering/bathing for at least 20 minutes and keep the door shut. When not in use, keep the doors open to let the heat circulate.
- Allow air to circulate where possible - avoid putting furniture against the outside walls of your home.
- Keep your house warm.

WHAT CAN I DO IF MY LANDLORD WILL NOT HELP WITH DAMP AND MOULD?

If your landlord does not acknowledge your concerns, take action to reduce the damp or says that the damp is caused by your use of the property then you can speak to your local authority's Environmental Health Department. An Environmental Health Inspection should help to identify if there are health and safety hazards in your home.



DISREPAIR

WHAT IS DISREPAIR?

Disrepair is when your home or something in your home is in need of repair. To be defined as disrepair there has to have been some deterioration from a former state. There is a difference between repair and improvement. Improvement could relate to windows that would benefit from being double-glazed, whereas repair could relate to windows with rotting window frames.

WHAT IS THE LANDLORD'S RESPONSIBILITY?

The Homes (Fitness for Human Habitation) Act 2018 requires a rented property to be fit for habitation from the start of the tenancy until the end of the tenancy. This Act provides clarity on what the landlord's responsibilities are in ensuring that the property is safe and healthy to live in. Section 11 of the Landlord and Tenant Act 1985 states that the landlord is responsible for ensuring that the following areas are kept in a good state of repair:

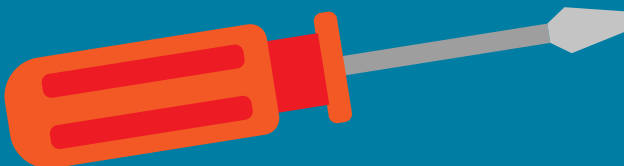
- The structure and exterior of the property;
- Bath, sinks, basins and other sanitary fittings including pipes and drains;
- Heating and hot water installations;
- Gas appliances and electricity supply and meters;
- Pipes, flues and ventilations;
- Common areas e.g. stairs or hallways;
- Any damage they cause through attempting repairs.

Section 11 is mentioned in most contracts, however, if it is not mentioned or you have a verbal contract, you are still covered by it.

WHAT IS YOUR RESPONSIBILITY AS A TENANT?

It is a tenant's responsibility to take care of the property and use it in a responsible way. It would be reasonable to expect a tenant to change light bulbs when they fail, and unblock sinks that have been blocked by food waste etc. A tenant would be responsible for repair if the damage resulted from their actions or the actions of their guests in the property.

Tenants should take care to prevent mould and damp by ensuring proper ventilation of the property.



REPORTING DISREPAIR

It is advised that you report any problems to your landlord as soon as you are aware of them. If possible, this should be in writing so you have proof that you have informed your landlord of the issue. If it is urgent and you need to phone your landlord, it is advised that you follow this up in writing.

A landlord is not responsible for repairs until they have been notified of the problem.

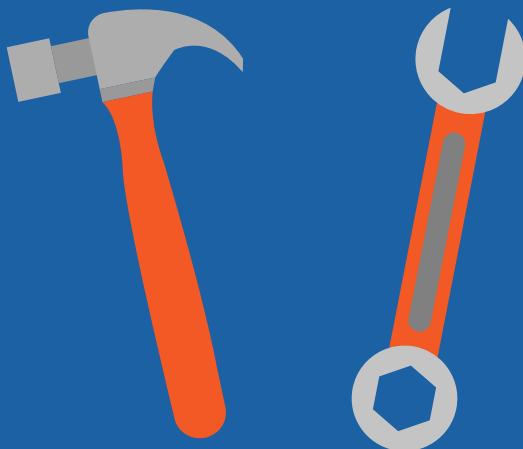
WHAT CAN YOU DO IF YOUR LANDLORD DOES NOT RESOLVE THE DISREPAIR ISSUES?

Your landlord is allowed a 'reasonable' amount of time to arrange and undertake repairs. The reasonableness will vary dependent upon the extent and severity of repairs required.

If your landlord does not carry out necessary repairs and you would like advice on what your options are including information about any legal action you can take, please contact one of our specialist Housing Advisers in the Students' Union. You can also contact the Housing Team within your local council or Environmental Health. The council or Environmental Health department can help you negotiate with your landlord to undertake repairs. They can also take legal action against landlords under certain conditions e.g. the state of the property could cause damage to a person's health.

DISREPAIR AND HMOS

Your house will be a large House in Multiple Occupation (HMO) if there are 5 or more of you living in the property. It will require a licence from the Local Authority. Licencing is designed to ensure that these properties meet the legal standards and are managed properly, including appropriate resolution of disrepair issues. Therefore, there is extra protection for tenants residing within an HMO.



HEALTH AND SAFETY

Your home should be safe to live in. It is important that you know what your rights are as tenants, and how you can keep your home as safe as possible.

GAS SAFETY

Your landlord has a legal obligation to:

- Keep gas appliances, flues and pipework in a safe condition;
- Organise an annual Gas Safety check on each gas appliance/ flue using a Gas Safety registered engineer;
- Provide you with a copy of the Gas Safety Record.

You should be given your copy before you move in but if not, ask your landlord for a copy. If your landlord does not produce it then you can complain to the Health and Safety Executive (HSE) via the HSE website. Failure to follow gas safety requirements is a criminal offence and the HSE can prosecute your landlord. If any of your gas appliances are not safe then they could be leaking Carbon Monoxide. This is incredibly poisonous and can lead to long term damage or even death, so know the warning signs and symptoms! Further information can be found on the NHS webpages -

www.nhs.uk/conditions/carbon-monoxide-poisoning

ELECTRICAL SAFETY

Faulty appliances or damaged plugs, sockets and flexible cables can cause electric shocks, burns and fires. If you are concerned about any part of the electrical installation or appliances in your home, speak to your landlord or call in an electrician immediately.

If the power goes off:

- Check to see if other houses in your street have any lights on. If not, then it may be a power cut.
- Check your fuseboard to see if one of the switches has tripped to the 'OFF' position and switch it back on. You may have a faulty appliance (which would need unplugging), or have blown a bulb.
- Check to make sure the person responsible for bills has paid them!



FIRE SAFETY

Furniture provided by the landlord must meet Fire Safety Regulations and be fire resistant.

Landlords must also provide working smoke detectors on each floor of the property, as well as Carbon Monoxide detectors where there is a solid-fuel burning appliance.

LOCAL AUTHORITY POWERS

If you report any gas, electrical and fire safety issues to your landlord, and they are not rectified, you may be able to get support from the Local Authority.

Part 1 of the Housing Act 2004 introduced the Housing Health and Safety Rating System (HHSRS): a method to determine if a property is a safe and healthy place in which to live. HHSRS is a risk-based approach to assess potential hazards that may cause harm to occupiers of residential premises or to visitors. The system lists 29 hazards for officers to consider when inspecting properties.

The Local Authority may be able to take enforcement action against landlords to require them to rectify any hazardous issues.

PEST MANAGEMENT

Pests are animals that can be detrimental to people's health and living conditions, such as rats, mice, wasps, fleas and bed bugs.

Properties can become infested for a number of reasons. The most common reasons are disrepair in the property and not disposing of household waste correctly.

If pests have been able to get in to your property through holes in walls or other disrepair issues relating to the structure of your property, it is likely that your landlord will be responsible for arranging and paying for treatment and removal of the pests.

If you, as tenants, have not been disposing of your waste correctly, and this has resulted in pest infestation, it is likely that you will be responsible for paying for any treatment and removal. For example, you have not used the bins provided and have left waste in bin bags in or near your property.

If you have had a pest infestation, it is important that you thoroughly clean the areas affected. You may need to dispose of food that could have been contaminated.



RUBBISH MANAGEMENT

It is important that you manage your waste properly, to avoid fines from your local authority and to prevent pest infestation. Recycle as much as possible to reduce the use of landfills and to help protect the environment.

Reading Borough Council and Wokingham Borough Council have their own separate waste collection services. Check your council's website for refuse collection dates:

Reading Borough Council – www.reading.gov.uk/rubbish

Wokingham Borough Council – www.wokingham.gov.uk/rubbish-and-recycling

TIPS!

- Always use the bins, bags or boxes provided by your council.
- Sort your waste correctly – refuse collectors will not take your rubbish if you have not done so!
- You can also get fined for leaving the wrong type of waste at recycling points – make sure you follow the links above to find out what can be recycled and where.
- Keep your garden and bin areas clean and tidy
- Take your glass to neighbourhood glass banks





FREQUENTLY ASKED QUESTIONS

Q: My landlord is entering the property without arrangement with me. Does he have the right to do this?

A: If you have an assured shorthold tenancy agreement, you will have exclusive possession of the property and your landlord should not enter any part of the property without your permission. The landlord should seek permission in writing at least 24 hours before they wish to access the property. There is an implied term in housing law relating to 'quiet enjoyment' whereby you have the right to the undisturbed use and enjoyment of the property.

Q: Our house is in a poor state of repair – can we stop paying rent?

A: In general, tenants do not have the right to withhold rent if the landlord does not carry out repairs. Doing so could jeopardise your right to remain in the accommodation.

There are certain circumstances where a tenant can pay for repair works to be undertaken, and then deduct the costs from future rent. However, it would be important to seek further advice in relation to this prior to doing so.

You can take legal action to claim compensation during your tenancy or after it ends. You have up to 6 years (or 3 years for a personal injury claim), starting from the time your landlord should have carried out the repair. If you start your claim during your tenancy, you can also ask the court to order your landlord to do repair work. You can't take legal action for compensation unless you report the repair problem to your landlord during your tenancy.





Q: I don't get on with my housemates anymore and I want to move out – can I give the landlord/agent notice?

A: If you have an assured shorthold tenancy agreement and you are within the fixed term of this, you cannot just give notice in order to leave the tenancy. You may be able to use a break clause, if you have one, but this would rely on all the other tenants wanting to end the tenancy too. There are options, such as finding a replacement tenant to take over your room, and you are welcome to seek further in depth advice from a RUSU Housing Adviser if you are in this position.

Q: I have moved out of a shared house and found a replacement for my room. My housemates are happy with the replacement. What do I do next?

A: You need to contact the landlord or letting agent and see whether they will draw up a new contract to include your replacement. Most lettings agents and landlords are willing to do this, but the replacement housemate must be approved by the remaining housemates and the letting agent/landlord. There may also be charges associated with this. Please refer to your contract for these or seek advice from the RUSU Housing Advisers.



RUSU ADVICE SERVICE

CONTRACT CHECKING SERVICE

please contact:

By telephone – 0118 378 4100

By email – advice@rusu.co.uk

Housing Advice

www.nus.org.uk/en/advice/housing-advice

Citizens Advice Wokingham

0300 330 1189
www.citizensadvicewokingham.org.uk

Reading Borough Council Tax Office

0118 937 3727

Wokingham Borough Council Tax Office

0118 974 6000

Reading Borough Council Environmental Health

0118 937 3787

Reading Borough Council HMO Licensing

www.reading.gov.uk/hmo

Wokingham Borough Council Environmental Health (including HMOs)

01635 519192

University of Reading Community Relations Manager

www.reading.ac.uk/about/working-withthe-community
0118 378 6764

Reading Borough Council Housing Advice Team

0118 937 3757
www.reading.gov.uk/residents/housing

Wokingham Borough Council Housing Needs Team

0118 978 6754/6756
Located at Shute End, Wokingham, RG40 1BN
www.wokingham.gov.uk/housing-and-tenants

Citizens Advice Reading

0300 411 1306
www.citizensadvice.org.uk

Shelter – the housing and homelessness charity

www.shelter.org.uk
0808 800 4444