

Housing Contract Guidance

Your Tenancy Agreement is your contract between you and the landlord. This can be either an oral or written agreement.

If you have a written agreement, check this carefully before signing and discuss any terms which you feel may be unfair with the landlord or management agent. The agreement should be signed by both landlord and tenant(s) and all joint tenants should receive a copy.

You should read through your contract carefully before signing, and ask the landlord to clarify anything you are unsure of.

Use this guidance to check that you have been given all the essential information at the start of your tenancy.

Landlord's or Management Agent's name and address	<ul style="list-style-type: none"> Please note that you can request your landlord's address even if you have a Management Agent. In this instance, your landlord must supply their name and address within 21 days if requested in writing by the tenant (s.47 & s.48 Landlord & Tenant Act 1985). You will require their contact details so you can report repairs. An email address is also useful. Are you dealing with the owner of the property? The owner of the property is not necessarily the landlord. Is the property being sublet?
Property address	<ul style="list-style-type: none"> The full address and postcode of the property you will be renting. Are you dealing with the owner of the property? If in doubt, you may want to check ownership of the property - a search of Land Registry will give details of the owner and identify problems such as mortgage repossession or bankruptcy (currently costs of search £3).
Do you have a Joint Assured Shorthold Tenancy (AST)? Are all joint tenants named on the agreement?	<ul style="list-style-type: none"> Most students have this type of agreement which means that all named tenants are jointly and severally liable for paying rent and looking after the house - see out information sheet on Housing Contracts. You will also jointly be responsible for any damage caused. You must also act together if you want to end the agreement early.
What other type of tenancy could you have?	<ul style="list-style-type: none"> Sole Tenancy, Bare Contractual Tenancy, Oral Agreements, Licence Agreement.
Be aware of scam tenancies	<ul style="list-style-type: none"> Do not pay any money before viewing property - see www.rusu.co.uk/advice/housing_advice/avoidingfraud/
Do you have a fixed term contract?	<ul style="list-style-type: none"> The contract should state the start and end date of the tenancy. Most landlords ask tenants to sign for a fixed term of one year. This means neither the tenants nor the landlord can end the tenancy early without agreement from the other party. Try to negotiate paying a summer retainer if you are not occupying the property during summer months, or if the landlord is carrying out refurbishments.
Is there a break clause in the agreement?	<ul style="list-style-type: none"> This allows either you or the landlord to legally end the contract before the end of the fixed term (but only after the first six months). <p>Seek advice if you want to end your tenancy before the end of the fixed term: see our information sheet 'Leaving your tenancy early'.</p>

Does your landlord need a licence?	<ul style="list-style-type: none"> • If you live in a property which comprises of three or more storeys, with shared bathroom or kitchen facilities and is occupied by five or more persons forming two or more single households, this is a Large Houses in Multiple Occupancy (HMO). • These must be licensed by the local council: you can check the register of licensed HMOs with the local council. The landlord has extra safety responsibilities.
Have you paid a Tenancy Deposit?	<ul style="list-style-type: none"> • How much is the deposit and what does it cover? • Are there circumstances stated when you will not get back your deposit?
Is your deposit protected in a Tenancy Deposit Scheme?	<ul style="list-style-type: none"> • If you have an AST, the landlord must protect your deposit in a government approved tenancy deposit scheme within 30 days of receipt and give you clear information about the scheme, the set of Prescribed Information. • You can use the scheme's Alternative Dispute Resolution Service if there is a dispute at the end of the tenancy over the return of your deposit. • There are three government approved schemes: MyDeposits, DPS, TDS. • Seek advice if unsure - see: https://www.rusu.co.uk/pageassets/advice/housing_advice/Housing-Deposits-July-2016.pdf
Has the agent/landlord appointed a Lead Tenant?	<ul style="list-style-type: none"> • In a joint tenancy, one tenant may be named on the Tenancy Agreement as the 'Lead Tenant': the deposit will be protected in the name of the Lead Tenant only and the landlord may choose to only deal with the Lead Tenant. • Be aware that some of the Tenancy Deposit Schemes will only deal with the Lead Tenant. This means that ONLY the Lead Tenant can raise a dispute with the scheme and the deposit will be returned to the Lead Tenant.
Have you paid a Holding Fee/Reservation Fee?	<ul style="list-style-type: none"> • This is a fee to keep the property off the market while references are being checked and contracts drawn up. • Usually a contract between agent and tenant not landlord. • Refundable if landlord pulls out but not refundable if tenant pulls out.
What are the rent payment terms?	<ul style="list-style-type: none"> • When is the rent due and how should it be paid? • Does the rent include any bills? If so, which? • Rent cannot usually be increased during fixed term of contract.
Have you been asked to pay rent in advance?	<ul style="list-style-type: none"> • Students unable to provide a UK based guarantor are often asked to pay rent in advance. • Try to negotiate to limit this amount and ensure the amount is reflected on the contract. • Make sure you obtain a receipt and written confirmation of the period of time the advanced rent covers. • There are no 'caps' on the amount that can be charged - the agent/landlord can ask for any amount of rent in advance.
Do you need a guarantor?	<ul style="list-style-type: none"> • Check the amount of rent that they have guaranteed- seek legal advice before signing https://www.rusu.co.uk/pageassets/advice/housing_advice/Guarantor-Agreement-Nov-2016.pdf
Is your Letting Agent providing you with a good service?	<ul style="list-style-type: none"> • Check there are no hidden fees and that all compulsory fees are clear and transparent. • Fees for supplying address lists, registering name or requirements are not permitted by law. (The Accommodation Agencies Act 1953)



	<ul style="list-style-type: none"> Misleading or aggressive practices are unfair and regulated by Trading Standards (The Consumer Protection from Unfair Trading Regulations 2008). All letting and property management agents must belong to a redress scheme. (The Property Ombudsman; Ombudsman Services Property; The Property Redress Scheme). You can contact these if you have a complaint, although you should always raise your complaint with the letting agent in the first instance.
Is the letting agent the manager of the property?	<ul style="list-style-type: none"> This may be stated in the contract. Do you report repairs to the agent or the landlord? If to the landlord, you should request their contact details (name, address, telephone number). Which Redress Scheme does the agent belong to?
Have you completed an inventory/schedule of condition?	<ul style="list-style-type: none"> There is no obligation to provide an inventory of schedule of condition. An inventory is a detailed list of everything the landlord has provided with the property. This includes: furniture, carpets, curtains, appliances, kitchen ware. This will act as evidence if there is a dispute over the return of your deposit at the end of the tenancy. The schedule of condition should record the condition, especially anything already damaged, marked or worn before you moved in. Obtain in writing any agreement of extra furniture, additional work or cleaning prior to start of tenancy. If the landlord does not provide an inventory, you can download one on from our website: www.rusu.co.uk/advice.

Your Tenancy Agreement will also set out your rights and responsibilities as a tenant, and those of your landlord. You can find guidance on what terms may be included in your agreement and the obligations of both landlord and tenant in the RUSU Information Sheet: Understanding the Terms of Your Tenancy Agreement

Consumer rights are protected through the Consumer Rights Act 2015:
<http://www.legislation.gov.uk/ukpga/2015/15/contents/enacted>

You can also find further guidance on unfair contract terms from:

The Competitions & Markets Authority (OFT) Guidance on Unfair Terms in Tenancy Agreements:
www.gov.uk/government/uploads/system/uploads/attachment_data/file/284440/oft356.pdf

Housing Contract Checklist

Read through the Housing Contract Guidance and use this checklist to check that you have all the information that you need before signing your contract.

You can also have your contract checked by a specialist Housing Adviser, using the RUSU Advice Service Contract Checking Service. Please note that we are advisers specialising in student housing issues, but we are not able legal advisers.

The Advice Service can also provide advice on housing issues during your tenancy.



Is the landlord's name and address on the contract?	
Is the Management Agent's name and address on the contract?	
Is the letting agent the manager of the property?	
Is the address of the property on the contract?	
What type of tenancy do you have?	
Are all joint tenants named on the agreement?	
Do you have a fixed term contract?	
Is there a break clause in the agreement which allows you to give notice before the end of the fixed term?	
Is the house a House in Multiple Occupancy (HMO) and is it licensed?	
Have you paid a Tenancy Deposit?	
Is your deposit protected in a Tenancy Deposit Scheme? Which scheme?	
Have you paid a Holding Fee/Reservation Fee?	
What are the rent payment terms?	
Have you been asked to pay rent in advance?	
Do you need a guarantor?	
Have you completed an inventory and schedule of condition?	
Have you been given a copy of the government guide How to rent?	
Have you been given a copy of the Gas Safety Certificate/ Energy performance Certificate?	

Need help or advice?

You can find general housing information on:

RUSU Advice Service website: http://www.rusu.co.uk/advice/housing_advice/

Shelter (The Housing & Homelessness Charity)

website: http://england.shelter.org.uk/get_advice/private_renting

Citizens Advice Bureau website: <https://www.citizensadvice.org.uk/housing/>

If you would like further advice or to speak with somebody in person then a Students' Union Adviser may be able to help. 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 visit us in the RUSU building.

You can book an appointment or attend a drop-in session. Drop in runs in term time on Monday, Tuesday, Thursday & Friday (11.00am-1.30pm) and Wednesday (2pm-4.30pm)

