

## Understanding the Terms of Your Tenancy Agreement

Your Assured Shorthold Tenancy Agreement (AST) gives rights to both you and your landlord. There may be **express terms**, which are written in the agreement; however, there are also terms which are implied. **Implied terms** are rights which are given in law and form part of your contract, even if they are not written in the agreement. Your written agreement may give you extra rights but cannot take away rights which are given in law.

Your Tenancy Agreement should be written in language which is clear and easy to understand. It should not contain terms which are unfair. An unfair term is not legally binding and cannot be enforced. Our information sheet on Unfair Terms and Conditions can be found on the Housing Advice pages of the RUSU website: [https://www.rusu.co.uk/advice/housing\\_advice/](https://www.rusu.co.uk/advice/housing_advice/)

This guidance will help you to understand contractual terms and your rights and responsibilities as tenants, and those of your landlord. You should always ask your landlord to clarify anything you are not sure of.

If you would like to have your tenancy agreement checked, RUSU Advice Service provides a contract checking service and can also provide advice on housing issues. Please note that we are advisers specialising in student housing issues, but we are not legal advisers.

Tenant Obligations	
What your agreement will discuss	What this means and things to take into consideration
To pay rent for the property for a fixed term	<ul style="list-style-type: none"> <li>• Check how much the rent is and exactly what it includes (e.g. utility bills or other charges).</li> <li>• Is the amount stated on the contract as agreed? What is the method of payment?</li> <li>• Avoid giving post-dated cheques.</li> <li>• Check the start date and length of the tenancy (usually 12 months). There may be a break clause which allows you to end the tenancy at some point after the first six months.</li> </ul>
To pay the rent on time	<ul style="list-style-type: none"> <li>• Most rent is paid monthly, in advance.</li> <li>• Landlords can charge extra money and apply to the court for eviction if rent is not paid on time.</li> <li>• Check that late payment charges are reasonable.</li> </ul>
To pay utility bills	<ul style="list-style-type: none"> <li>• You will be responsible for utility and household bills, unless stated otherwise in your housing contract.</li> <li>• If bills are advertised as being included in the rent, check the contract carefully.</li> <li>• Take meter readings when you move in and out.</li> <li>• You should discuss how to pay these bills with the other tenants and think about setting up joint accounts.</li> <li>• Ask permission from the landlord before changing supplier.</li> </ul>

<p>Liabile for council tax</p>	<ul style="list-style-type: none"> <li>• Inform the local council of your student status. Full-time students are generally exempt from council tax but different rules apply for part-time student, students living in HMOs or sharing with non-students.</li> <li>• You will also have to pay council tax for any periods between two full-time courses, and possibly at the start or end of course.</li> <li>• Is the property a licensed House of Multiple Occupancy (HMO)? Seek advice if you are unsure of liability.</li> </ul> <p>Further information on Council Tax liability can be found on the Money Advice pages of the Advice Service website: <a href="https://www.rusu.co.uk/advice/money_advice/">https://www.rusu.co.uk/advice/money_advice/</a></p>
<p>To report disrepair</p>	<ul style="list-style-type: none"> <li>• Notify the landlord promptly, always in writing or by email.</li> <li>• You must allow access for repairs and the landlord has the right to access without notice in an emergency only.</li> <li>• Seek advice if repairs are not been completed by the landlord.</li> </ul> <p>Further information can be found on the Housing pages of the Advice Service website: <a href="https://www.rusu.co.uk/advice/housing_advice/">https://www.rusu.co.uk/advice/housing_advice/</a></p>
<p>To respect and look after the property</p>	<ul style="list-style-type: none"> <li>• Not to cause damage - for example, damage caused by using blue tack or nails.</li> <li>• Keep the property clean and return it in the same condition as when you moved in, allowing for fair wear and tear.</li> </ul>
<p>To keep the property free from damp and mould</p>	<ul style="list-style-type: none"> <li>• Always ventilate the property.</li> <li>• Condensation damp may be caused by drying clothes indoors and not properly ventilating rooms.</li> <li>• The landlord is responsible for structural damp. Seek advice if unsure.</li> </ul> <p>Further information can be found on the Housing pages of the Advice Service website: <a href="https://www.rusu.co.uk/advice/housing_advice/">https://www.rusu.co.uk/advice/housing_advice/</a></p>
<p>To prevent blockages and freezing pipes</p>	<ul style="list-style-type: none"> <li>• Within the first four weeks of the tenancy, this is the responsibility of the landlord.</li> <li>• Make sure pipes don't freeze in winter months - especially over the Christmas vacation period - by regularly heating the property.</li> <li>• Check your contract to see if you must notify the landlord if the property is empty for long periods, and what they define these to be.</li> </ul>
<p>To replace fuses and light bulbs</p>	<ul style="list-style-type: none"> <li>• Make sure you replace these at the tenancy end as you may be charged excessively.</li> </ul>
<p>To ensure loud music is not played at certain times</p>	<ul style="list-style-type: none"> <li>• The landlord cannot tell you when you can or cannot hold parties, play loud music or invite guests. However, anti-social behaviour can cause neighbour disputes and lead to eviction.</li> <li>• Having guests stay long term may be seen as subletting.</li> </ul>
<p>To look after the garden</p>	<ul style="list-style-type: none"> <li>• Check if tools are provided, although this is not a requirement.</li> <li>• Don't leave rubbish in the garden when you leave as you may be fined by the council or lose some of your deposits.</li> </ul>
<p>Not to assign or sublet without permission from the landlord</p>	<ul style="list-style-type: none"> <li>• Don't sublet the property without permission from the landlord. Permission should not be unreasonably withheld.</li> <li>• Ask if you can find someone to replace you on the tenancy agreement.</li> </ul> <p>Further information can be found on the Housing pages of the Advice Service website: <a href="https://www.rusu.co.uk/advice/housing_advice/">https://www.rusu.co.uk/advice/housing_advice/</a></p>

Not to have pets	<ul style="list-style-type: none"> <li>A further charge may be made if pets are allowed</li> </ul>
To undertake compulsory/ professional cleaning. To take out insurance	<ul style="list-style-type: none"> <li>These may be potentially unfair contract terms</li> </ul>

Landlord Obligations	
What your agreement will discuss	What this means and things to take into consideration
To allow you quiet enjoyment of the property To give exclusive possession	<ul style="list-style-type: none"> <li>The landlord must give 24 hours' notice to visit except in emergencies. You must allow reasonable access for repairs but can report harassment.</li> <li>Excessive access for inspections and house viewings may be unfair.</li> </ul> <p><b>Seek advice if unsure.</b></p>
To refrain from harassment	<ul style="list-style-type: none"> <li>Harassment can be reported to your local authority's Tenancy Relations Officer/ Housing Advice Service.</li> </ul>
To not evict or re-possess without "due process of Law"	<ul style="list-style-type: none"> <li>Tenants are protected by law, through the <a href="#">Protection from Eviction Act 1977</a></li> <li>The landlord needs a court order to evict.</li> </ul> <p><b>Seek advice if your landlord wants to evict you</b></p>
To repair the structure of the house	<ul style="list-style-type: none"> <li>Repairs are the obligation of the landlord under <a href="#">Section 11 (Landlord Tenant Act 1985)</a>. This is an implied term even if not stated in the contract.</li> <li>The landlord must be made aware of disrepair in writing.</li> <li>The landlord is responsible for repairing the structure and exterior and keeping installations for the supply of water, gas and electricity in proper working order.</li> <li>Seek advice if repairs are not performed promptly</li> </ul> <p><a href="http://www.rusu.co.uk/pageassets/advice/housing_advice/Disrepair-June-2016.pdf">www.rusu.co.uk/pageassets/advice/housing_advice/Disrepair-June-2016.pdf</a></p>
To find alternative accommodation or refund rent if the property is uninhabitable	<ul style="list-style-type: none"> <li>Always Seek advice in this situation</li> </ul>
To protect the deposit in a government approved Tenancy Deposit Protection scheme	<ul style="list-style-type: none"> <li>If you have an Assured Shorthold tenancy, the landlord is required to protect your deposit in an approved government scheme within 30 days of receiving the deposit.</li> <li>You must be given a set of prescribed information about the scheme, including a signed certificate.</li> <li>There are penalties for failure to protect the deposit correctly.</li> <li>The landlord cannot serve you with a notice requiring possession of the property if the deposit is not protected.</li> </ul> <p><b>Seek advice if unsure</b></p>
To provide a Gas	<ul style="list-style-type: none"> <li>Carry out annual gas safety checks and obtain an annual Gas Safety</li> </ul>

Safety certificate annually	<p>certificate.</p> <ul style="list-style-type: none"> <li>• A copy of the last Gas Safety record must be given to new tenants before they move into the property</li> <li>• It is a criminal offence not to have a valid certificate and to have yearly inspections carried out by a Gas Safe registered engineer.</li> <li>• Enforceable by the Health&amp; Safety Executive.</li> </ul>
To provide an Energy Performance Certificate	<ul style="list-style-type: none"> <li>• Gives the property an energy efficiency rating from A to G</li> <li>• Valid for 10 years.</li> <li>• Fixed penalty of £200 for failure to provide one.</li> <li>• Enforceable through Trading Standards</li> </ul>
To give a copy of the government guide "How to Rent"	<ul style="list-style-type: none"> <li>• This guide helps landlords and tenants to understand their rights and responsibilities concerning the Right to Rent checks. Further information on these checks can be found in our Right to Rent information sheet.</li> </ul>
To insure the property	<ul style="list-style-type: none"> <li>• This covers the building but not the contents: tenants are responsible for insuring their own belongings.</li> </ul>
To ensure premises are not hazardous	<ul style="list-style-type: none"> <li>• This is part of the Housing Act 2004.</li> </ul> <p>Hazards in dwellings are assessed by the Local Housing Authority using the Housing Health and Safety Rating System (England) Regulations (HHSRS), which can be found on the Gov.uk website here:  <a href="https://www.gov.uk/government/publications/housing-health-and-safety-rating-system-guidance-for-landlords-and-property-related-professionals">https://www.gov.uk/government/publications/housing-health-and-safety-rating-system-guidance-for-landlords-and-property-related-professionals</a></p> <p>If you are unsure as to what constitutes a hazard, seek advice.</p>
To fit fully working smoke and carbon monoxide detectors	<ul style="list-style-type: none"> <li>• From October 2015, this is a legal requirement as part of the <a href="#">The Smoke and Carbon Monoxide Alarm (England) Regulations 2015</a>.</li> <li>• Smoke detectors must be fitted on each floor of the property.</li> <li>• Carbon Monoxide detectors must be fitted in rooms where there is a solid fuel burning appliance (e.g. coal and wood).</li> <li>• The tenant is responsible for regularly testing the alarms and for changing the batteries.</li> </ul>
To provide safe furniture and furnishings	<ul style="list-style-type: none"> <li>• <u>This is not an obligation for the landlord to provide furniture and furnishings, but to ensure that any furnishings which are supplied must comply with the <a href="#">Furniture and Furnishings (Fire) (Safety) Regulations 1998-2010</a>.</u></li> </ul>

### Need help or advice?

If you believe that a term is unfair, speak to an adviser, who will be able to provide information and advice. There is information on unfair terms on the Housing pages of the Advice Service website: [https://www.rusu.co.uk/advice/housing\\_advice/](https://www.rusu.co.uk/advice/housing_advice/)

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(2005)”:

[www.gov.uk/government/uploads/system/uploads/attachment\\_data/file/284440/oft356.pdf](http://www.gov.uk/government/uploads/system/uploads/attachment_data/file/284440/oft356.pdf)

You can find general housing information on:

- The Advice Service website: [http://www.rusu.co.uk/advice/housing\\_advice/](http://www.rusu.co.uk/advice/housing_advice/)
- Shelter:[http://england.shelter.org.uk/get\\_advice/private\\_renting](http://england.shelter.org.uk/get_advice/private_renting)
- Citizens Advice: <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](mailto: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)