

tenancy agreements

A guide to understanding tenancy agreements

Looking for somewhere to live is not easy. You need to be really sure of what type of property you are looking for and you also need to be aware of what to look for in a tenancy agreement.

how do I rent a house?

When you find a property you like, you need to understand the tenancy agreement. First, check it includes some basic details. Check that the landlord's name and address are written on the agreement. You have a right to know this information within 21 days of requesting it! Make sure that the property address is stated clearly on the agreement and check the amount of rent you will be paying and the 'term' - i.e. how long it lasts for and what notice period is required to end it.

what is a damage deposit?

A deposit (sometimes called a bond or a damage deposit) is a payment made by the tenant to the landlord to cover damage. It is normally equivalent to one month's rent. If you are an assured shorthold tenant (most students in shared

rented accommodation are) any deposit you pay to a landlord or agent must be protected using a government-authorized deposit scheme. Please see the advice(su) leaflet 'Deposits and Tenancy Deposit Schemes' for more information about the three tenancy deposit protection schemes in operation.

how long is a tenancy agreement for?

The start date and length of your fixed term should be clearly set out in the agreement.

Most student tenancies are for a fixed term of 10, 11 or 12 months. Before you sign, you can try to agree a different minimum term with the landlord if the period is not suitable. You are responsible for paying the rent for the entire period, unless the tenancy agreement allows you to leave the property during the fixed term by giving notice to the landlord. A fixed-term assured shorthold tenancy ("AST") agreement protects tenants from rent increases during the fixed term.

If a tenant stays after the end of the fixed term without signing a new agreement a "periodic tenancy" will arise that runs month to month.

There is no need for a new agreement to be issued and signed. A periodic tenancy can be ended by the tenant giving at least one month's notice or the landlord giving two months' notice to expire at the end of the rental period.

what are the differences between a joint and individual tenancy agreement?

Check whether there is any reference to being "jointly and severally liable" in the agreement. If you and your housemates all sign the same tenancy agreement, or you sign an agreement with all your housemates named as tenants, you are considered as jointly liable. This means that you are all equally responsible for the rent and any damage, so if one tenant does not pay or causes damage to the property, the other tenants can be forced to pay any money owed to the landlord.

Sole tenants are only liable for their own rent and tenancy agreement obligations and only they and the landlord will sign the agreement.

do I need an inventory?

Check that there is a reference to an inventory in your agreement. This should list all of the items in the property, including the fixtures and fittings. The location and condition of each item should be stated: for example, "stains on the carpet". Check the inventory when you move in, make amendments if necessary, sign it and send it back to the landlord, keeping a copy for yourself. Note the cleanliness of the property. If there is no inventory, make your

own, sign it and send it to your landlord. The inventory protects you against unfair deductions from your damage deposit. Take photographs of the interior, date stamped if possible, when you move in. The landlord is responsible for damage to any of the items on the inventory, unless damaged by you.

You could be asked to care for the garden. Check that it is in fair condition at the start of the tenancy. If the garden is in poor condition, you should not be expected to improve it. Take photographs at the start of the tenancy to show its' condition. Whatever the condition of the garden, get the landlord to agree in writing to provide/loan you the tools to do the work.

what does "quiet enjoyment" mean?

All tenancies of whatever type include an implied term of "quiet enjoyment". This is one of the landlord's responsibilities to tenants. It means that tenants are entitled to live in the property free from suffering harassment from the landlord. It also protects the tenant from having the landlord, or anyone acting on their behalf, entering the property without 24 hours' written notice. Any landlord who persistently makes unannounced visits or lets himself into the property is in breach of this term and you can take legal action to stop them or claim damages. If you experience this problem talk to an advice worker.

repairs to the property

There should be a clause in the tenancy agreement that relates to the repair of the property. Landlords are legally obliged to carry out repairs on the areas of the property that they are responsible for.

Tenants can take action if the landlord does not carry out repairs within a reasonable time after being a written request for a repair to me made. Landlords cannot pass their responsibility for repairs onto the tenant.

Talk to an advice(su) worker if you have trouble getting repairs done promptly.

what is a "forfeiture clause"?

Most tenancies contain a clause that states that the tenancy will immediately end if the tenants owe rent or if they break the terms of tenancy agreement in any way and the landlord can tell them to leave. This is not true. No landlord can force a tenant who has an assured shorthold tenancy to leave during the fixed term without first going to court to get an eviction order.

The landlord can only ask the court to evict tenants for certain reasons, for example that you owe more than 2 months' rent or have broken another term of the tenancy agreement. Seek advice if the landlord tries to enforce this clause.

The Unfair Terms in Consumer Tenancy Regulations say that there should be no unfair terms in the tenancy agreement. Examples of unfair terms include terms that state you cannot have friends stay over, or that the windows must be cleaned monthly.

These terms are unfair and could not be used as grounds to seek possession.

other things to consider

Before you move in there might be repair work planned or items the landlord promises to provide. Get this in writing from

the landlord before you sign the tenancy agreement. This can be in a separate letter. If there are major renovations to be done before you move in, you should try to negotiate reduced or no rent until the house is ready for you to move in.

Check you are understand which bills you will have to pay. Put everyone's names on the bills, if you can so that no one person is liable if the bills are not paid, or share out responsibility for bills.

Check for terms about making noise at certain hours. Are they reasonable? E.g. "the washing machine must not be put on after 9 o'clock in the evening" could be unreasonable but you can be evicted for making too much noise. Be considerate to your neighbours.

Make sure that you keep the property well ventilated to avoid condensation and problems such as mould.

Check what the agreement says about who is responsible for broken window glass. Get this amended to read that tenants only have to pay if the tenant (or their guest) breaks the glass.

If you are going away for a period of time: e.g. over Christmas, you should put the heating on for a short period during the night to prevent pipes freezing. If you do not you could be found liable for any damage caused by burst pipes.

When moving into a house it is worth noting these points. It could mean the difference between you having a good time and a bad experience of living in rented accommodation.

Remember that a tenancy agreement is legally binding! Please get it checked by an Advice Worker before you sign on the dotted line.

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