



Not every student house is picture perfect...

A Student Guide to Private Accommodation



Students' Union Advice Centre

☎ 01248 388015 🌐 www.undeb.bangor.ac.uk/advicecentre

Student Housing Office

☎ 01248 382034 🌐 www.bangor.ac.uk/ar/main/ssc/housing.htm



STUDENT GUIDE TO PRIVATE ACCOMMODATION

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This booklet is available in alternative formats.
Contact studentservices@bangor.ac.uk with your request.

INTRODUCTION

So you've chosen who to live with and you have a rough idea of the kind of facilities you would all like... but what next? This booklet is designed to help you when looking for your first house in the private rented sector, pointing out the things to look out for and your rights as a tenant. For further advice, call into the Student Union Advice Centre or the Student Housing Office.

HOW TO GET STARTED

The **Students' Union Advice Centre** is based on the second floor of the Students' Union. We are open daily between 10.00am – 4.00pm.

You can contact the Advice Centre by telephone on 01248 388015 or by e-mail: advicecentre@undeb.bangor.ac.uk

The Advice Centre is for the use of current and prospective students of the University of Wales, Bangor. Advice is offered in the following areas:

Money support, social security benefits, disciplinary, academic, representation, health information, safety advice and **Accommodation Advice** – checking contracts, repair and disrepair queries, landlord liaison, and referral to specialist housing advisors.

The **Student Housing Office** is located on the third floor of the Students Union Building, in the Student Services Centre. We are open daily Monday to Friday between 9am and 5pm. Alternatively, you can contact us by telephone on 01248 382032 or 382034, or by email on studenthousing@bangor.ac.uk

The Student Housing Office advertises private rented accommodation to students for landlords. You can access information about available properties, including landlords' contact details, in the Student Housing Office itself or you can search the database on our website, where most of the properties are also advertised:

<http://www.bangor.ac.uk/ar/main/ssc/housing.htm#search>

We would advise you *not* to sign any tenancy agreements/contracts until you have seen/viewed the property and made sure that it's suitable for your needs.

THE STUDENT HOUSING OFFICE CODE OF STANDARDS

When you see the tick on an advert it means that the owner of that property has signed up to our voluntary Code of Standards. The purpose of the Code is to enable Owners and Tenants to agree a set of undertakings about how they wish to do business with one another. The criteria in the code have been chosen to reflect a balance of common sense obligations and responsibilities between owners and tenants and set standards which are achievable by owners and tenants without significant expenditure of time and money and without prejudice to their respective legal rights.

Want to find out more?

Call into the Student Housing Office to read the Code of Standards or to collect a copy for your household when you move into a property covered by the code.

LETTING AGENTS

Letting Agents are privately owned companies that provide an accommodation service to students and the general public. However, they often charge for their services. Students should ensure that they are fully aware of all costs before entering into any agreements.

WHEN TO LOOK FOR ACCOMMODATION

Students usually start looking for privately rented accommodation in January for the following academic year, and usually like to be signed up before the summer vacation. However, there is often quite a lot of accommodation advertised in the summer, so it is never too late! Students should check the webpage/folders daily for updates.

CONTRACTS/ TENANCY AGREEMENTS

The landlord does not have to give you a written contract/ tenancy agreement, you can have a verbal one, but it is in your interest to ask for one. If a landlord says you won't need a contract **beware**, say that you would rather have one. **The Students' Union Advice Centre also has Assured Shorthold Tenancy Agreements that you may use.**

This contract is also available to download from
http://www.undeb.bangor.ac.uk/advicecentre/Tenancy_Agreement.pdf

Don't hand over any money until you have read over the contract properly and signed it. If a landlord will not give you a contract until you have given them money **beware**, do not be forced into anything. Once you have signed the contract you have a bit of security, but once you have given them money you're at a disadvantage. Make sure that you have a copy of the contract.

You can bring the contract into the Students' Union Advice Centre for one of the advisers to check it out for you.

DOES THE LANDLORD SHARE THE ACCOMMODATION WITH YOU?

If the landlord or immediate members of the landlord's family lives in the same accommodation as you and shares the same facilities, you do not have an assured shorthold tenancy. Seek advice if this is the case. You have fewer rights compared to an assured shorthold tenant.

WHAT IS AN ASSURED SHORTHOLD TENANCY?

From 28 February 1997 any new private sector tenancy is automatically assumed to be an **Assured Shorthold Tenancy** unless the landlord gives written notice to say otherwise. Most students will have '**Assured Shorthold Tenancy**' on their tenancy agreement. If there is no tenancy agreement then students can automatically assume that they have an assured shorthold tenancy.

- Most students will have a fixed term assured shorthold tenancy; you will find the term on your contract/tenancy agreement. Most students have a fixed term of about 9 months for example from September to June. If you don't have a contract/tenancy agreement usually a fixed term will have been verbally agreed, this is a valid fixed term agreement.
- It is possible to have a periodic assured shorthold tenancy which runs for an open-ended amount of time, but a period is defined for rent payment purposes say from week-to-week or month-to-month. (*A start date but no end date will be stated in the contract.*) But most students will have a fixed term assured shorthold tenancy.
- If the tenant has not broken any of their tenancy agreement obligations e.g. to pay rent, the landlord can not end the tenancy within the fixed term. This also means that the tenant can not end the tenancy agreement within the fixed term if the landlord has kept to his/her tenancy agreements.
- The landlord must give you 2 months notice in writing to end the tenancy as long as the tenants have not broken their tenancy agreement obligations. The notice must end after the fixed term.
- If the fixed term of an assured shorthold tenancy has expired and a new fixed term agreement is not issued, the tenancy remains an assured shorthold, retaining the same rights and being known as a '**statutory periodic assured shorthold tenancy**'
- If the tenant has broken their tenancy agreement obligations the landlord has an automatic right to possession. (the court will automatically give the landlord the right to evict you) If the tenant owes 2 months (if paid monthly) or 8 weeks (if paid weekly) rent or more the court will give the landlord the right to possession.

JOINT & SOLE TENANCIES

Make sure you know if you have a joint or a sole tenancy. Joint tenants are equally entitled to joint exclusive possession of the whole accommodation. Sole tenants, even if they live under the same roof as others, only have a right to exclusive possession of any accommodation they separately occupy (typically their bedroom).

How do you know if it is a sole or a joint tenancy?

There is not one simple or single test to decide whether you have a joint or single tenancy, but there are clues to look out for:

- Did the tenants first approach the landlord or their agent as a group/couple or separately?
- Is the tenancy agreement in joint names or are there several individual contracts?
- Is the rent paid individually or jointly – one overall rent or individual rents?

Distinction is important because sole tenants are only liable for their own rent and have only very limited liability for what other tenants do. Joint tenants are jointly responsible so that rent is owed collectively and there is equivalent liability for breakages and disrepair. So, if a joint tenant wants to leave a fixed term tenancy, instead of regarding them as responsible for unpaid rent, the landlord can look to the remaining tenants to make up the difference.

It is very important for you to know where you stand before you sign a contract.

LICENSING OF HMOs (HOUSES IN MULTIPLE OCCUPATION)

As one of the provisions of the new Housing Act 2004, from **30 June 2006** all properties with 3+ storeys with 5+ people living in 2+ “households” will need to be **licensed** with the local Council. If you live with friends you will *each* be classed as one household, whereas if you live with a partner or members of your family, you will be one household. Some Councils may choose to licence smaller HMOs as well, as part of an additional or selective licensing scheme. A landlord found to be operating a licensable HMO without a licence will be liable for a fine of up to £20,000 as well as rent repayment orders. If your house is licensable, ask to see the licence if it is not already on display (it should be).

Licensing is intended to ensure that tenants have access to good quality, affordable accommodation, with a landlord who is a “fit and proper person”. Licensing will involve an inspection by the local council, followed by a risk assessment of the property, which will cover categories such as fire, security and hygiene standards. Your landlord *cannot* evict you in order to avoid licensing.

If you think that your property falls into this category, or if you are not sure, then speak to your landlord about licensing arrangements. For more information please contact the Student Housing Office, the Student Union Advice Centre, or your local Council.

RETAINERS

It is relatively common for a landlord in Bangor to ask a student to pay a retainer. The reason for this is that students commonly look for properties in the period from January each year, while only intending to move in from September.

There is nothing unlawful about being asked to pay a retainer but, unfortunately, the legal implications of doing so are far from clear.

Different landlords have different interpretations of the word “retainer”. One interpretation is that the retainer is simply a charge for storing your possessions in the accommodation over the summer. Another interpretation is that the retainer is a payment for a guarantee that you will be granted a tenancy. Finally a payment described as a retainer may in fact be rent covering the initial period of the tenancy e.g. ‘summer rent’.

If a landlord asks you to pay a retainer ask exactly what the retainer covers and if possible have them add it to your tenancy agreement.

Never assume what a retainer covers – seek clarification.

RENT

In almost all student tenancies there will be a rent to be paid, and it will be expressed in money terms. Before signing a contract, check the following:

- How much rent do you have to pay and does the rent include anything else e.g. gas and electricity bills?
- When do you have to pay – weekly, monthly or term in advance?
- How should you pay – cheque, cash, credit card or standing order/direct debit?
- Are there any clauses in your tenancy agreement which allow the rent to be increased?

Rent books

A landlord is only legally bound to provide a rent book if you pay on a weekly basis. If you pay by any other way ask for a receipt or a record of payments to avoid later disagreements. It is advisable to buy your own rent book and have the landlord sign it when you pay the rent. Rent books are available from most stationery shops.

DEPOSITS

You will most probably be asked to pay a deposit to your landlord before you move in. There is no legal limit on the amount of deposit a landlord can charge, but the most common in Bangor is about one month's rent. Deposits are intended to give landlords some financial security against any financial loss they may suffer as a result of any damage you may cause to the property. Landlords have to allow for fair wear and tear on furniture and fittings and can therefore not deduct your deposit to cover such damage.

Unfortunately the issue of deposits and, in particular, their non-return by landlords at the end of the agreement is a major source of dispute and friction.

TENANCY DEPOSIT PROTECTION SCHEME

Good news to all tenants from **6 April 2007**, all deposits taken by landlords for Assured Shorthold Tenancies in England and Wales (this covers the vast majority of student tenancies), must be protected by a Tenancy Deposit Protection Scheme. From this date, tenants should ask their landlord about the details of the scheme when signing a new tenancy agreement.

Tenancy Deposit Protection has been introduced:

- To ensure good practice in deposit handling, so that when a tenant pays a deposit, and is entitled to get it back, they can be assured that this will happen.
- To assist with the resolution of disputes by having an Alternative Dispute Resolution service (ADR). It will also encourage tenants and landlords to have in place, from the outset, clear agreement on the condition of the property through best practice, such as the use of inventories, and agreement on the condition of the property.

For more information call into the Student Housing Office or the Student Union Advice Centre.

Before you agree to pay a deposit you should ask the landlord to confirm in writing exactly what the deposit covers and when the money will be refunded to you.

Always ask for a receipt for any deposit/rent/retainer paid.

INVENTORY

When you move in to the accommodation try to ensure that the landlord gives you an inventory. An inventory is a list of the contents and condition of the property. You will need to fill the inventory accurately by stating exactly what's in each room and what condition they are in. You will have to sign the inventory and give a copy to your landlord. In most cases a landlord will double check the inventory and sign it as well.

If a landlord doesn't give you an inventory it is a good idea to write one yourself and have an independent witness sign and date it to make sure it is a true record. You can get a blank inventory from the **Student's Union Advice Centre**. If you do write your own make sure you give a copy to the landlord.

An inventory can be evidence for you when you are seeking your deposit back at the end of your tenancy. It can be a good idea to take photographs of the property when you move in as back up evidence.

Also available from SU Advice Centre, downloadable version from http://www.undeb.bangor.ac.uk/advicecentre/Household_Inventory.pdf

COUNCIL TAX

If you are a full time student living in a property where all the residents are students you have an exemption from paying council tax (you live in an 'exempt' dwelling). **You will have to send evidence to the council that you are a student.** They will want to see an Attendance Certificate which will state the full dates of your course. You can get an Attendance Certificate from the Academic Records department (Main Arts building). The Local Authority **will** pursue you for recovery of the unpaid Council Tax unless you provide them with documentary evidence from the University that you are a full time student. **It is a tenant's duty to sort out Council Tax exemption, not the landlord's.**

If you live in a property where not all the residents are students then you need to contact the Revenues department of the Council who deals with Council Tax. The students in the property will have to send evidence that they are students and will be exempt but the non-student residents will not be exempt. Contact the council for more information.

- **Gwynedd** Revenue Section: 01286 682698
- **Anglesey** Finance Department: 01248 752653/54/55/56
- **Conwy** Council Tax Unit: 01492 576607

SAFETY

There are a number of safety issues that you need to be aware of before moving into rented accommodation. There are some statutory requirements that landlords must follow, so you need to know what they are to make sure you are safe in your accommodation.

Gas

Carbon Monoxide poisoning can be fatal. It can cause serious injuries or even death. Carbon Monoxide has no smell, no taste and it is colour-less. Carbon Monoxide poisoning can happen when Carbon Monoxide seeps out of old or unserviced gas appliances. Under the Gas Safety Regulations 1998, all landlords are responsible for ensuring that gas appliances and flues are maintained in good order and are checked for safety every 12 months by a CORGI registered gas installer. Landlords are obliged to issue a copy of the current safety check record to existing tenants within 28 days of the check being completed, or to any new tenants before they move in. **Always ask to see the landlord's Gas Safety Certificate before signing a contract.**

To check the certificate has been issued by a registered installer, go to:
<http://www.trustcorgi.com/findinstaller/>

In an emergency, call the National Gas Emergency Service: 0800 111 999

Electricity

Currently, there are no laws that specifically cover electrical safety as there are for gas safety in rented properties.

However, your landlord should ensure that all electrical equipment and any installations within the property are safe. Landlords do not have a responsibility for electrical appliances that the tenant provides themselves.

Ideally landlords should have an electrical inspection carried out by a qualified electrician before each tenancy commences. If tested each appliance should have a sticker on the plug showing the date it was tested.

If you believe the electrical equipment in your house is unsafe, you can ask your landlord to get an inspection done, although he is not obliged to do so.

Complaints about safety of electrical appliances may also be directed to the local Trading Standards department.

- **Gwynedd** Trading Standards: 01286 682728
- **Anglesey** Trading Standards: 01248 752840
- **Conwy** Trading Standards: 01492 575244

Fire

Your accommodation should have a clear, safe and uncluttered exit route in case of fire. If you live in a property classified as a “House in Multiple Occupation” (HMO) the Care Directorate Housing Officers (Gwynedd), Environmental Health Officers (Anglesey) have obligations to ensure that your accommodation has adequate means of escape from fire. The only problem is that it is very difficult to distinguish a HMO so Care Directorate Housing Officers/Environmental Health Officers do not have obligations over every student accommodation.

There are no statutory fire precautions for all student accommodation, only HMO's. However, it is advisable that landlords provide precautions such as smoke detectors, fire extinguishers and fire blankets. If there aren't any fire precautions in your accommodation, it is strongly advisable for you at least to acquire your own smoke detectors.

Since 1988, all furniture and furnishings must be labelled with an indication that it complies with the Furniture and Furnishings (fire safety) Regulations 1988; this means that all furniture in rented accommodation must be made of material that has passed specified ignitability test. Furniture and furnishings include all kinds of seating, beds and bedding.

For more information about definition of a House in Multiple Occupation, come to the Advice Centre to speak to one of the advisers.

North Wales Fire Service provide Free Home Fire Safety Checks. For more information contact the Advice Centre.

Contact information for HMOs

- **Gwynedd** Care Directorate – Housing: 01286 682853
tai@gwynedd.gov.uk
- **Anglesey** Housing Enforcement Team: 01248 752836 / 752835
environmentalhealth@anglesey.gov.uk
- **Conwy** Housing Enforcement Team: 01492 574173
housing.enforcement@conwy.gov.uk

REPAIRS

One of the most common problems that causes friction between landlords and tenants is repair or disrepair. Who is responsible to carry out repairs to your accommodation? You really need to know where you stand if repairs need doing in your accommodation.

Landlords do have some statutory obligations over your accommodation. Under section 11 of the Landlord and Tenant Act 1985, landlords must keep the structure and exterior of the property in good repair. This includes drains, gutters and external pipes. They are also obliged to keep in repair and proper working order the installations in the dwelling house for the supply of water, gas, electricity, sanitation, space heating and hot water. This includes basins, sinks, baths and toilets but not other fixtures, fittings and appliances that make use of the water, gas and electricity supplies.

Landlords are not responsible for every kind of repair. As the tenant you have a right to occupy the premises in a 'tenant-like manner'. This has been described as meaning that the tenant is "*obliged to avoid or repair wilful or negligent damage and to do the minor acts necessary to keep the premises in a reasonable state.*" This means that it is the tenants' responsibility to change light bulbs, unblock sinks etc.

The first thing you should do if repairs need doing is to write to the landlord for the work to be done and keep a copy of this letter. In the letter you should list the work that needs to be done and give the landlord a reasonable period to complete the work. Take pictures. Where it is an emergency situation it is advisable to contact the landlord directly especially when repairs are required to avoid serious damage to the building and which need immediate attention e.g. flood.

Landlords have to give tenants **reasonable notice** before entering the property to carry out repairs. 24 hours is deemed reasonable notice except in the case of an emergency.

If you feel that the landlord has not responded to your letter then please come down to the Advice Centre to speak to one of our advisers and they will inform you of what you can do next.

INSURANCE

When living in rented accommodation – halls or private sector students should ensure that all their personal belongings are insured.

Landlords will have insurance to cover the property but are not likely to insure your personal belongings; **this is the responsibility of the tenant!**

To some it may seem like a waste of money! **but...** balance out the cost of replacing these items with the expense of insuring them!

You should look at prices both as an individual and as a household (if sharing a property) – the premium may be more expensive as a household but dividing the costs between all the tenants will make it cheaper.

Some students may be covered under their parents' policy. Check if this applies to you and what type of loss you can claim for.

TV LICENCE

A valid TV Licence is required if you use Television receiving equipment such as video recorders, set top boxes or PCs with broadcast cards.

- If you live in Halls of Residence and use a TV in your room, you need your own separate TV Licence.
- You also need your own licence if you are sharing a house with other students and use a TV in your own room, and the room is a separately occupied place (a separate tenancy agreement would normally indicate this).
- If you have a separate tenancy agreement but a television is only being used in a communal area then only one licence is required.

UTILITY BILLS

Utility bills Gas/Electricity/Water are one of the unfortunate drawbacks of living in a shared house. The bills that you will have to pay will vary depending on which landlord/agency you decide to rent a house from – check your contract. Some landlords may offer an all inclusive contract which cover your bills, check these agreements carefully to be clear if there are any bills (such as the telephone) which aren't covered by the agreement, or any loopholes which will leave you with bills at the end of the tenancy.

All students that are in residence within a house are jointly responsible for paying the utility bills. It is advisable that you register with each company in ALL of your names and not just one person. This ensures that all of you are responsible and should a late payment be made for whatever reason you will all be held accountable for it.

Each company has a different system of registration and payment. It is essential that on the day you move into the property that you take a meter reading and write it down. Then register with the related company and give them your initial reading. This ensures that you do not end up paying for any gas/electricity/water used by the previous tenants. It is also important that you take meter readings and inform each company when you leave the property to ensure that you do not become liable for the next tenants usage. Some landlords will insist on seeing evidence that all utility bills have been paid before returning your deposit.

You may be aware that the de-regulation of the utility companies means that it is possible to change supplier in order to save money on your bills. Some tenancy agreements do specify that this can only be done with the authorisation of the landlord, so ensure you are able to do so. Before signing a contract with a new company, find out about how to end the current contract you have. Problems can occur if you do not close a previous account properly leaving you being pursued by two companies for the same bill. If you do have problems seek advice.

QUIET ENJOYMENT

This refers to your fundamental right to use your accommodation without interference. Landlords cannot call round to your accommodation when they want. As a tenant you have a right to 'quiet enjoyment'. This means that you are allowed to live in your rented accommodation as your home.

Landlords do need to come to your accommodation to do repairs, to inspect the property and to show prospective tenants around. However they must give you reasonable notice before coming over. 24 hours is deemed as reasonable notice.