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GUIDANCE FOR TENANTS

Our rental guides offer advice on various aspects that tenants in the UK may encounter while renting. Our goal is to assist tenants in comprehending their obligations and rights during their lease period.

Essential Information for Renting a Home: What You Need to Know

Renting provides the adaptability to reside in a property that matches your needs for a specific duration. Nevertheless, if you're new to the renting experience, it might seem daunting, with numerous factors to keep in mind to ensure a seamless tenancy. Our comprehensive guide is designed to provide you with a jumpstart by offering insights into what to be mindful of and which questions to contemplate throughout the entire process.

Fixed Term and Periodic Tenancies

Think about the duration for which you intend to rent the property. Typically, fixed-term leases are available for periods ranging from six months to seven years. When the fixed term concludes, you'll have the opportunity to extend it for another fixed term if you choose to do so.

You are no longer obligated to pay fees for renewing your tenancy, even if the original contract mentions such charges. If you choose not to renew, your tenancy will automatically transition into a month-to-month periodic tenancy. This arrangement offers you increased flexibility in terms of terminating the tenancy.

However, it's important to note that under the same principle, the landlord has the right to issue a Notice to Quit, providing you with four weeks' notice to vacate the property. Additionally, rent increases are possible with a periodic tenancy. Therefore, unless you intend to terminate the tenancy soon, it is advisable to consider renewing for another fixed term.

Before You Look at Properties to Rent

Verify your budget

Calculate your monthly budget by subtracting your regular expenses, and keep in mind that you'll probably have to provide a deposit as well. It's important to note that deposits cannot exceed the equivalent of five weeks' rent. Be sure to allocate funds for additional expenses such as internet, TV licensing, and council tax (students are typically exempt from paying council tax).

Create a priority inventory

Compile a comprehensive list of your requirements for your new home to ensure no details are missed. Once you have your list, the letting agent will provide clarification for any uncertainties. Here are some initial considerations to include:

- Is parking available?
- Are pets allowed?
- How many bedrooms are necessary?
- Are you bringing your own furniture?
- What storage space is required?
- Do you require outdoor amenities?
- What is the broadband speed in the area?

Property Search

Explore the surroundings

Take a closer look at the nearby amenities and transportation options, especially if you have a daily commute using public transport. Determine the commute duration and familiarise yourself with the area, including the locations of supermarkets. You can also seek information about the local neighbourhood from the letting agent.

Property viewings

During property viewings, take the opportunity to assess the space, its condition, and safety aspects. Landlords have various legal obligations concerning your safety as a tenant. These obligations encompass gas safety checks, smoke and carbon monoxide alarms, electrical safety, and energy efficiency measures.

Signing the Tenancy Agreement

Prior to signing the contract, ensure that you carefully review its contents. Additionally, be aware that you will be required to provide photographic identification to verify your legal right to rent in England (this requirement is specific to England only). At this stage, you may have already submitted a deposit for the property, so it's crucial to understand the legal requirements regarding the protection of your deposit.

Settling Into Your Rented Home

Has an Inventory Been Completed?

Before you move into the property, a professional inventory will typically be conducted by an agent. This inventory meticulously documents the condition of the property and its fixtures and fittings. In case you are unable to be present during the inventory process, it is advisable to thoroughly inspect the property as soon as possible, before moving your belongings in. Should you notice anything that was not mentioned in the inventory, it's important to take a photograph and promptly report it to either the landlord or the letting agent, regardless of how minor the issue may seem. Ideally, request written confirmation of the agreement regarding any damages and keep a record of all related communication. While your eagerness to move in is understandable, taking the time for a thorough property check can help prevent deposit disputes at the end of your tenancy.

Are the Smoke and Carbon Monoxide Alarms Working?

In England, it is a legal requirement that all alarms and detectors, as specified in the tenancy agreement, must be tested and in working condition on the first day of the tenancy. This testing can be conducted alongside the inventory and confirmed within the report. It's worth noting that the legal regulations pertaining to smoke alarms and carbon monoxide detectors may vary across the UK; for more detailed information, refer to our landlord safety guide.

Record Meter Readings

Before you begin unpacking, take note of the meter readings. This will enable the relevant utility company to provide you with an accurate bill based on your actual usage. You should inform them of the readings for gas, electricity, and water, along with your move-in date, making it essential to know the initial readings on the first day.

Prohibition of Charges to Tenants

The Tenant Fees Act was implemented in England on June 1, 2019, and a comparable act was enacted in Wales on September 1, 2019. Both of these regulations prohibit the imposition of certain fees on tenants and have set limits on specific deposit amounts. This guide highlights the significant alterations, ensuring that you are aware of the correct charges you may incur.

Holding Deposits for Rental Properties A holding deposit serves to secure a property, and the landlord (or their letting agent) is limited to collecting a maximum amount equivalent to one week's rent, which can only be held for a maximum of 15 days (or an agreed-upon alternative timeframe). This deposit must be returned to the successful tenant within seven days and, with their consent, can be used for the first month's rent or the tenancy deposit (as described below).

If you have submitted a holding deposit, it should be refunded to you if the landlord withdraws before the agreed deadline. In case the landlord decides to retain the holding deposit, they must provide a written explanation for doing so. The landlord is only allowed to retain the holding deposit under the following circumstances:

- You withdraw your interest in the property.
- You fail a right-to-rent check (specific to England).
- You provide false or misleading information, such as inaccurate income details.
- You do not respond by the specified deadline.

Security Deposits for Tenancies

It's probable that you will be required to provide a deposit as a safeguard against potential property damage, typically equivalent to one month's rent. This deposit is refundable at the conclusion of your tenancy, with any deductions for damages or outstanding rent specified in your tenancy agreement.

In Wales, there is no set limit on the amount of deposits. However, in England, there are deposit caps in place. Deposits are capped at five weeks' rent if the annual rent is less than £50,000 and at six weeks' rent if the annual rent is £50,000 or more. If the deposit you paid before the introduction of the Tenant Fees Act exceeds these caps, any excess will be refunded to you when your tenancy concludes or when you sign a new fixed-term tenancy.

Deductions from Tenancy Deposits

Your landlord has the right to request deductions from the deposit for violations of the tenancy agreement, such as property damage or alterations. Nonetheless, the deducted amount must be reasonable, taking into account normal wear and tear. Our guide can assist you in ensuring you receive your entire deposit back.

Payments That May Be Levied on Tenants

The following is a compilation of charges that may be imposed and should be clearly specified in your tenancy agreement.

Tenant Fees Act 2019 (England)

Allowable payments:

- Rent
- Holding deposit (subject to a cap)
- Tenancy deposit (subject to a cap)
- Default fees, such as replacement keys/security devices or late rent payments
- Changes, assignments, or novations of a tenancy, e.g., if you request modifications to your contract
- Early termination of your tenancy
- Council tax (if not included in your rent)
- Utility bills (if not included in your rent)
- TV license (if not included in your rent)
- Internet, landline, cable/satellite television (if not included in your rent)
- Green Deal charge (if applicable to your home)

Prohibited Payments:

You cannot be charged for any items not listed above. If you suspect you are being unlawfully charged fees, promptly address the matter with your letting agent or landlord. Prohibited charges include:

- Credit checks
- Inventories
- Professional cleaning services
- Referencing
- Administrative fees
- Gardening services

Renting with Pets

Landlords are not allowed to request a higher tenancy deposit if you have a pet, but they do have the option to charge a higher rent. This information must be clearly communicated to you, enabling you to make an informed decision. Be sure to consider the additional cost if you plan on residing with a pet.

Default Fee: Replacing a Lost Key/Security

Device Fees for replacing a lost key or security device must be substantiated in written form to demonstrate the reasonable expenses incurred by the landlord. Request an invoice or receipt to ensure that the amount you are charged aligns with the cost of the replacement.

Default Fee: Late Rent Payment

Landlords and agents are only permitted to charge interest on rent that is overdue by 14 days or more. The interest rate should not exceed three percent above the Bank of England's annual percentage rate for each day the rent remains outstanding.

Contractor Appointments

You cannot be penalised for contractor call-outs or missed appointments. However, if repairs deemed necessary before the end of your tenancy (e.g., a broken window) are a result of your actions, you can be charged. In such cases, your landlord (or letting agent) must provide evidence of the incurred costs.

What Constitutes an Assured Shorthold Tenancy (AST)?

The overwhelming majority of rental agreements fall under the category of an Assured Shorthold Tenancy (AST). In basic terms, an AST is a contractual arrangement between a tenant and a landlord for occupying a rented property. This guide explores the nature of ASTs, the safeguards they offer, and the regulations established by their clauses.

Understanding Assured Shorthold Tenancies

An Assured Shorthold Tenancy (AST) agreement is in place to safeguard both you, the tenant, and the landlord, while clearly establishing the terms for your residency in the landlord's property. Typically, it is a written agreement, although it can also be verbal, outlining your responsibilities regarding the property's condition and the landlord's obligations during your tenancy.

A written AST will specify the following terms of your tenancy:

1. Commencement and termination dates of the fixed-term
2. Rent amount and its due date
3. Rent payment schedule
4. Property address
5. Contact information for all parties involved (e.g., tenant, landlord, and letting agent)
6. Procedures for rent reviews
7. Deposit amount and the protection scheme it falls under
8. Circumstances under which the deposit may be withheld
9. Tenant's responsibility for utility bills

All parties involved should receive a copy of the AST for signing. It's important to thoroughly review all the terms before agreeing to them and to keep your copy of the agreement in a secure place for future reference during your tenancy.

In the absence of a written agreement, you have the legal right to request the start and end dates, rent amount, and rent payment date in writing from your landlord.

When Does a Tenancy Differ from an AST?

Your tenancy falls under the category of an Assured Shorthold Tenancy (AST) if:

1. You are renting from a landlord or housing association.
2. The tenancy commenced after January 15, 1989.
3. The property serves as your primary or sole residence.
4. The landlord does not reside in the property.

However, a tenancy is not considered an AST when:

1. The tenancy began prior to January 15, 1989.
2. The annual rent exceeds £100,000.
3. The annual rent is less than £250 (£1,000 in London).
4. The tenancy pertains to business or licensed premises.
5. The property is used as a holiday let.
6. The landlord is a local council.

Prohibited Clauses in an AST

Merely having a clause in your AST doesn't necessarily mean it can be enforced by your landlord or letting agent. For instance, any fees that have become illegal under the Tenant Fees Act cannot be enforced, even if you've signed the agreement. The law always takes precedence over any provisions in your agreement, regardless of whether they are in writing.

The agreement must not exhibit discrimination against you if you have a disability, and the landlord should make necessary adjustments to the tenancy to accommodate your needs. You also have the right to request changes from the landlord and seek their written consent, with such consent "not to be unreasonably withheld." This means the landlord must grant permission unless they have a valid reason to refuse.

Common Clauses in an AST

Remember that violating the terms of your tenancy agreement can serve as grounds for eviction, so it's essential to adhere to them.

Rent Review

Landlords can reevaluate your rent amount when the 'fixed term' concludes and raise it if they have a valid reason to do so, such as in line with the Retail Price Index (RPI) or local property/rent price increases. A rent review clause in your AST will specify this. Any rent adjustments will begin with your landlord notifying you in writing toward the end of your fixed-term tenancy if you choose to renew.

Subletting

If you plan to sublet the property, be attentive to any subletting clauses. You must obtain the landlord's permission to sublet, and there might be a clause prohibiting it. Refer to our subletting guide for more information.

Pets

The permissibility of renting with a pet is outlined in the AST. Landlords who allow pets cannot demand a higher deposit or professional cleaning service at the tenancy's end, but they can charge a higher rent. This elevated rent should be clearly communicated to you before signing the AST.

Decorating

You may desire to hang pictures or make changes to the property, but doing so could breach the AST terms. Landlords can include clauses that prohibit altering the property without their consent, such as putting holes in the walls for picture frames or shelves. The same applies to repainting a room a different colour, so always consult with your landlord or letting agent first.

Smoking

The AST typically includes a clause stating that smoking inside the property is prohibited. Seek clarification regarding designated smoking areas around the property.

Garden and shared areas

Clauses often pertain to maintaining garden and shared areas in reasonable condition, including tasks like lawn mowing, hedge trimming, or preventing excess rubbish buildup. You are not expected to do more than the average person, and if you lack the necessary tools for garden maintenance, check whether the landlord provides them.

Smoke alarms/carbon monoxide detectors

By law, landlords must test smoke and/or carbon monoxide detectors on the first day of the tenancy. If the AST states that these are your responsibility, you must regularly test the alarms, replace batteries, and avoid tampering with them.

Ending an AST Early or Making Changes

If you wish to terminate the tenancy prematurely, a 'Break Clause' may be included, allowing you to leave without additional charges up to a specified date. The AST will also specify the notice period you must provide. Beyond that date, you may be responsible for the landlord's expenses in re-letting the property and rent until the replacement tenancy's start date. However, the costs involved cannot exceed the maximum amount of outstanding rent on the tenancy. Any expenses associated with early termination must be prominently displayed on the letting agent's website and in their branch.

If you request a change to the AST, and the landlord grants it, a fee may apply.

Landlord's Responsibilities for an AST

The AST should clearly outline the landlord's legal obligations as well as any additional responsibilities they choose to undertake regarding the property. This includes giving you at least 24 hours' notice before a visit, ensuring the property complies with safety regulations, specifying which parts of the property they will repair or replace, and outlining any other legal duties they have.

Understanding Tenancy Deposit Protection (TDP)

A security deposit, often referred to as a tenancy deposit, is a standard practice in the rental process, serving as a form of security for landlords in case any terms of the contract are violated. The government has implemented measures to ensure the protection of this deposit while it is in the possession of the landlord or letting agent. These measures are designed to guarantee that tenants receive their rightful deposit refund when they vacate the property.

Within the framework of an Assured Shorthold Tenancy (AST), it is legally mandated that your deposit be safeguarded by one of three government-authorized Tenancy Deposit Protection (TDP) schemes. The landlord or letting agent is obliged to fulfil this requirement within a specified timeframe and provide you with the prescribed information and accompanying leaflet or document as stipulated by the deposit scheme.

Deposits must be protected within a 30-day timeframe from the moment they are received. In England, the cap on tenancy deposits is set at five weeks' rent if the annual rent is below £50,000, and six weeks' rent if it is £50,000 or higher. There is no formal cap on tenancy deposits in Wales.

What Can You Do If Your Deposit Is Not Protected?

Landlords who fail to protect your deposit can be legally compelled by the courts to reimburse you an amount ranging from one to three times the deposit value. To confirm whether your deposit has been protected, contact the three deposit schemes. If it has not been protected, you can seek compensation by applying to your local county court.

If you're uncertain about the status of your deposit protection, consult the prescribed information, review your tenancy agreement, or inquire with your landlord or letting agent. You can also utilise the deposit scheme's website to verify the status of your deposit throughout your tenancy.

Custodial or insured

Your deposit can be safeguarded through either a custodial scheme or an insurance-based scheme. Under the custodial scheme, your deposit is held in a secure bank account managed by the tenancy deposit protection scheme. In Scotland, only custodial schemes are available for deposit protection. In an insurance-based scheme, your landlord or letting agent holds the deposit but is required to register it with the deposit scheme.

Tenancy Deposit Disputes

If you believe that your landlord or letting agent has made unjustified or unfair deductions from your tenancy deposit, you have the option to raise a dispute with your tenancy deposit scheme. Each scheme offers a free resolution service and acts as an impartial adjudicator, issuing legally binding rulings on any deductions.

During the dispute resolution process, you will have the opportunity to present any evidence you possess to support your case. This is where an inventory and any timestamped photos you may have taken can be valuable. Similarly, landlords or their agents must provide the tenancy deposit scheme with evidence supporting any deductions they intend to make.

Getting Your Deposit Back

Cleaning is the primary source of deposit disputes

One of the most frequent deposit disputes arises from leaving the property untidy or dirty at the conclusion of your tenancy, potentially leading to substantial deductions. Make sure to conduct a thorough cleaning before vacating the premises, which includes cleaning windows, the fridge, freezer, cooker, and bathroom seals. Don't overlook the garden if you have one, and if there's excess rubbish that won't fit in the bins, dispose of it properly.

Report damages promptly

Ensure that an inventory is completed when you move into the property, and retain a copy of the report along with your tenancy agreement, prescribed information, and any written correspondence with your agent or landlord. If your rental property sustains damage, report it in writing as soon as possible. You will only be held responsible for damage directly attributable to you, and remember that your deposit cannot be deducted for general wear and tear. When removing pictures or posters, take care to avoid peeling layers of paint or leaving holes and stains on the walls that would require redecoration by your landlord. Any wall marks can be classified as damage. For any communication with your agent or landlord, it's advisable to follow up with an email if possible or document the date, time, and the content of the conversation. These documents and evidence of communication may be requested in case of a deposit dispute at the end of your tenancy.

Always secure landlord's approval to any changes

You might wish to personalise your new home, but it's crucial to seek the landlord's consent before making any decorative alterations or adding fixtures and fittings. If you've already made changes, such as painting a wall or installing a shelf, ensure that you return the property to its previous state before vacating.

Underpaid rent can be offset from your deposit

If you encounter difficulties in keeping up with rent payments, communicate with your landlord or agent as soon as possible. If you still owe rent when you move out, your landlord is entitled to deduct any unpaid rent from your deposit.

End-of-Tenancy Procedures

As your tenancy approaches its conclusion and you prepare to depart, you may be contemplating the necessary steps to take. This useful guide is designed to assist you in ensuring that your rented property is properly managed before you begin the process of packing up and moving on.

End-of-Tenancy Checklist

SERVE NOTICE

If you are under a fixed-term tenancy agreement, carefully review the terms specified in your contract, especially if you intend to terminate the tenancy before its natural end. In the case of a periodic tenancy, you are required to provide your landlord with one month's notice prior to vacating the property.

Thoroughly Clean

Cleaning remains the leading cause of disputes regarding tenancy deposits, so it's wise not to leave all the cleaning until the last minute. It's important to note that, in accordance with the Tenant Fees Act, your landlord (or letting agent) cannot insist that you hire a professional cleaning service.

If you're up for the task, roll up your sleeves and get to work. However, if you'd prefer not to tackle the cleaning yourself, you can arrange for a professional cleaning service to do it before your check-out appointment. In the event that you hire professionals, be sure to retain receipts as evidence of the cleaning, which may come in handy in case of a deposit dispute. Ensure that all trash and personal belongings are removed, even if the outdoor bin is full.

Address minor repairs

Attend to any minor repairs, such as filling small holes left by picture hooks or screws, unless you have obtained permission to use them. If you've painted any walls a different color without the landlord's consent, you should repaint them to their original color. Don't forget to replace any burned-out light bulbs that were functioning when you moved in.

Take photographs

After cleaning, making repairs, and clearing out your belongings, it is highly advisable to take photographs of each room and close-up shots of any furniture or appliances (preferably with timestamps). This serves as crucial evidence in the event of a deposit dispute, so the more photos you take, the better. Landlords are also required to do the same and provide evidence for any deductions they intend to make from the tenancy deposit.

Refer to the initial check-in report to identify any existing damage, stains, or marks when you initially moved in, and use this as a reference point for comparing the property's current condition. Return any items that were moved or placed in storage during your tenancy.

Check-out inventory

Similar to the inventory conducted when you moved into the property, an inventory should also be completed when you move out. This inventory serves as evidence for the landlord in case there are discrepancies compared to the original check-in report. Your landlord or letting agent will coordinate the check-out inventory, typically a few days before or on the day of your departure.

If you find any of your landlord's maintenance costs to be excessive, it is advisable to obtain your own repair estimates to use as supporting evidence. If your landlord has not arranged for a check-in or check-out inventory, they may face difficulties disputing any deposit deductions with the tenancy deposit scheme.

Return the keys

Ensuring that the property is securely locked and all keys are returned is of utmost importance. Typically, keys should be returned by the move-out date (although it's advisable to confirm this with your landlord or agent). It's a good practice to clearly label the keys with your name and the property's address. You may want to request written confirmation from your letting agent or landlord regarding the key return.

Failure to return the keys by the specified date could lead to your landlord or letting agent deducting the cost of lock replacement from your deposit.

Notify utility companies

Remember to record a final meter reading on the last day of your tenancy. You can notify the gas, electricity, and water utility companies at a later date, but they will require the final meter reading to process the account closure.

Change of address

Ensure that you arrange for mail redirection at least two weeks prior to vacating the property. It is your responsibility, not the landlord's or the future tenant's, to handle the redirection of your mail. To assist you in managing your contacts, including less obvious and easily overlooked ones, we have prepared a useful checklist.

Tenant Rights (England and Wales)

Tenants residing in private rented properties in the UK are entitled to various rights aimed at safeguarding them from unjust evictions, rent hikes, and other concerns. This guide provides an in-depth overview of the essential tenant rights that you should be informed about.

Protection From Unfair Eviction

Once your fixed-term tenancy has concluded, your landlord is obligated to provide written notice with a duration of two months. If the landlord wishes to terminate your tenancy before its natural conclusion, they must be able to substantiate grounds for eviction in court. Landlords are required to furnish notice using the prescribed information as outlined in form 6a. Landlords are prohibited from harassing you or attempting to coerce you into vacating the property without obtaining a court order.

Challenge High Rent Increases

To prevent unjust rent increases, landlords must adhere to the following regulations:

- They are required to provide advance notice before implementing a rent hike.
- The rent increase must be reasonable, aligning with local average rents.
- A minimum notice period of six months is necessary, or one month for those on a periodic tenancy.

If you believe the rent increase is unfair, your initial step should be to engage in a discussion with your landlord to explore the possibility of reaching a mutually acceptable resolution. Should an agreement remain elusive, you have the option to seek a tribunal's decision. For additional details, please refer to the Citizens Advice website.

Tenancy Information

It's important to remember that, as a tenant, you are legally entitled to specific information about your tenancy. Ensure that you receive:

- A copy of the gas safety certificate (if gas is utilised in the property).
- A copy of the Energy Performance Certificate (EPC).
- The Government's How to Rent guide (applicable to England only).
- Local authority licensing information (if the property is subject to a landlord licensing scheme).
- Prescribed Information (details below).

Prescribed Information encompasses all the essential information concerning the protection of your deposit. This information may vary depending on the deposit protection scheme utilised but will typically inform you that your deposit has been safeguarded and provide instructions on how to verify its status online. After you've paid your deposit, it must be protected within a specific timeframe, triggering the issuance of Prescribed Information to you.

Safe properties that meet a set standard

Regardless of where you are renting in the UK, as a tenant you have the right to live in a property that is in a good condition and safe.

Quiet enjoyment

You possess the entitlement to reside in the property without disruption, referred to as "quiet enjoyment." This entails the right to utilise the property without experiencing unreasonable or unnecessary interference from the landlord or their letting agent.

Living with Housemates

Shared housing is not exclusive to students anymore; you might find yourself sharing a property with other professionals, friends, or even strangers. Adjusting to housemates with diverse lifestyles can be a transition, and our guidance is designed to facilitate a harmonious and friendly living environment.

Top Tips for a Stress-Free Shared Accommodation Experience

- **Maintain Property Cleanliness:** Keeping the property tidy is essential, but it's important to recognise that everyone has different cleanliness standards. Establish ground rules for communal areas and communicate your specific cleanliness preferences to set a baseline standard. Utilise a cleaning rota to ensure fair distribution of housework responsibilities.
- **Organise Bills and Utilities:** Disagreements over bills are common in shared housing, so it's crucial to agree with your housemates on how bills will be paid and divided among everyone. Set up bank transfers for monthly expenses and maintain a record of agreed-upon payment arrangements. Consider using apps that allow easy expense tracking.
- **Secure Your Room:** Keep your personal belongings in your room and make use of storage solutions to prevent clutter in common areas. Security can be a concern in shared housing, so having lockable storage for valuable items in your room is advisable.
- **Open Communication:** Establish a reliable communication method for discussing property-related matters, such as a group chat on your phone. While digital communication is convenient, addressing issues face-to-face ensures quick resolution without misunderstandings. Politeness goes a long way in maintaining a comfortable atmosphere.

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- **Respect Privacy:** Respect your housemates' privacy by not entering their rooms when they're absent, and always knock if their door is closed.
- **Noise Consideration:** Maintain reasonable noise levels when having friends over and be considerate if returning home late. Inform your housemates if you plan to have guests and be particularly mindful if they have early work commitments. Consider using noise-masking videos or audio if you're sensitive to disturbances.
- **Share Essentials:** In a shared kitchen with limited storage space, consider pooling resources for kitchen basics like pots, pans, condiments, spices, and dairy products to avoid overbuying and save space.
- **Choose Housemates Wisely:** If you have the option to select your housemates, carefully consider compatibility regarding smoking habits, tidiness, work schedules, and other lifestyle factors. Honesty about your lifestyle during roommate discussions will lead to a more enjoyable shared living experience.
- **Communicate with Landlord or Letting Agent:** If a housemate becomes problematic or violates the tenancy agreement, notify your landlord or letting agent. They may issue warnings or, in severe cases, evict the tenant in question. Keep in mind that rules may vary depending on whether you have a joint or separate tenancy.

These tips aim to promote a harmonious shared accommodation environment and minimise potential conflicts.

Joint Tenancies Explained

The type of tenancy you hold in shared accommodation can significantly impact your tenant responsibilities and the procedures involved if one of the tenants wishes to depart.

If you've co-signed a tenancy agreement with another individual, meaning both your names appear on the same document, it constitutes a joint tenancy. Such arrangements are frequently seen among students and families since it's common for all parties to move in and out concurrently.

Given that joint tenancies heavily rely on trust and cooperation, it's advisable to enter into such an arrangement only with individuals you have a strong rapport with. This minimises the likelihood of disputes arising over matters like rent payments and deposit refunds.

It's crucial to ensure that every tenant intends to remain at the property for the entire fixed-term period. In a joint tenancy, all tenants share equal liability for the rent. This implies that each tenant is legally responsible for the entire rent amount, not just their individual share, even if one of the tenants decides to leave.

Responsibilities For Joint Tenants

As joint tenants are bound by a single tenancy agreement, they collectively assume identical responsibilities and face consequences as if they constituted a single tenant. This implies that all individuals sharing the tenancy must collectively maintain the property and adhere to the terms outlined in the tenancy agreement. If any one tenant violates a term within the agreement, all tenants are held liable, not just the one responsible for the breach.

Additionally, in a joint tenancy, it is advisable to designate a lead tenant with whom the landlord or letting agent can communicate.

Terminating a Joint Tenancy

Ending a fixed-term tenancy before its expiration is typically not possible, unless the tenancy agreement incorporates a break clause or all joint tenants, along with the landlord, mutually agree to terminate it.

Once a fixed-term tenancy concludes, any individual tenant can decide to leave by providing their own notice, leaving the remaining tenant(s) automatically accountable for the full terms of the contract.

Moreover, when a tenancy transitions into a periodic arrangement (a rolling contract following the fixed term), any single tenant can serve notice on behalf of all tenants, regardless of the consensus of the other tenants. Should non-signing tenants opt to remain, they will be required to cover the entire monthly rent, and the landlord will still need a court order for eviction if they refuse to vacate.

Recovering the deposit in a joint tenancy

In the case of a joint tenancy, when the deposit is protected, only one tenant is designated as the lead tenant. Joint tenancies are, in essence, considered a single tenancy, even though the deposit may consist of contributions from multiple tenants. At the conclusion of the tenancy, the deposit will be refunded to the lead tenant.

The lead tenant bears the responsibility of distributing the refunded deposit to the other tenants in a fair manner. Once the deposit is returned, neither the deposit scheme nor the landlord or letting agent can assist with this process. Therefore, it is essential to identify the lead tenant and agree on the method for dividing the refunded deposit.

Individual tenancies explained

If you have signed a tenancy agreement that lists only your name and no one else's, it will be categorised as an individual tenancy. These types of tenancies often arise when you move into a shared property that is already occupied, and you may find yourself living with strangers.

Responsibilities of individual tenants

Individual tenants are responsible for maintaining the communal areas of the property, such as the kitchen and living room, and they are accountable for the specific area of the property they are renting, typically their bedroom.

Ending an individual tenancy

Unlike joint tenancies, in the event of an eviction, only the tenant whose name is on the eviction notice is required to vacate the property.

If you are an individual tenant, you can terminate your tenancy by giving notice once your fixed-term agreement expires or by providing the appropriate notice in the case of a periodic tenancy. Since these tenancies are separate, no other tenant will be required to leave the property, and the landlord will seek to find a replacement tenant.

Recovering the deposit in an individual tenancy

As an individual tenant, you are entitled to the return of the deposit you initially paid, with deductions if necessary. Only damage that occurred within your rented room can be subtracted from your deposit; you cannot be held responsible for damage to another tenant's room unless you caused it. Deductions may also be made for damage in communal areas.

Renting with Pets

Many rental properties have a strict no-pets policy, but if you believe a particular property would be a good fit for you and your pet, consider these tips to potentially persuade the landlord to reconsider their stance on allowing pets. The "no pets allowed" rule is often not absolute, and engaging in an open discussion with the landlord or letting agent might pave the way for you and your furry friend to secure the property.

Top Tips for Renting with Pets

While landlords have the authority to prohibit pets in their properties, it doesn't mean you can't find a rental with your furry companion. It's important to understand that landlords are often hesitant about allowing pets due to potential risks.

In the wrong hands, pets can lead to issues like unclean living conditions, persistent odours, pest problems, and neighbour complaints. Your task is to demonstrate how you will mitigate these risks and convince your landlord that you are a responsible pet owner.

Pet CV

Creating a CV for your pet and providing references can significantly bolster your case. Include details such as your pet's age, breed, behaviour, training, vaccinations, flea treatments, and references from your veterinarian and/or previous landlord. This information helps your landlord envision what it will be like to have your pet in the property.

Even for pets beyond cats and dogs, a positive reference can provide reassurance to your landlord. It's advisable to provide your vet's contact information and the details of someone who can care for your pet in emergencies. Additionally, clarify when you'll be away from your pet during the day or night.

Whenever possible, arrange for your landlord to meet your pet in person so they can witness their behaviour firsthand. The more information and firsthand experience your landlord has, the more likely they will be to accept your tenancy with a pet.

Rules for Renting with a Pet

In Wales: Landlords can request an additional pet deposit on top of your regular tenancy deposit to cover potential pet-related damage. Like your regular deposit, this additional pet deposit should be returned to you at the end of your tenancy if no damage has occurred, and it should also be protected in a tenancy deposit scheme.

In Northern Ireland: New rules introduced by the Private Tenancies Act (Northern Ireland) 2022 limit deposits for new tenancies to one month's rent, which includes any pet deposits. This means landlords cannot ask for or accept any deposit amount exceeding one month's rent, even if it was separate from the main rental deposit before the act came into effect.

In Scotland: While some tenancy agreements may initially prevent you from having pets, you might be able to gain permission by agreeing to an additional deposit. In Scotland, all deposits, including additional ones for pets, are capped at a maximum of two months' rent.

In England: Landlords in England cannot request a higher tenancy deposit for tenants with pets. Deposits have been capped in England since the introduction of the Tenant Fees Act in 2019. However, landlords can charge extra rent for allowing pets. It's important to note that landlords cannot insist on professional cleaning or de-flea treatments at the end of your tenancy, as professional cleaning services are prohibited payments under the legislation. Nevertheless, you must return the property in the same condition it was in at the start of your tenancy.

Allotment Act: Rabbits and Hens

Under section 12 of the Allotments Act 1950, tenants are allowed to keep rabbits or hens, provided they do not cause nuisances or health issues. This is not permitted for business purposes like breeding or selling eggs. It's advisable to inform your landlord if you intend to keep rabbits or hens under this Act.

If you're moving into a property that initially doesn't permit pets, never acquire a pet without obtaining your landlord's explicit permission. Your tenancy agreement likely contains a clause stating that pets are not allowed, and violating this clause can serve as grounds for eviction.

Should you have a pet and your landlord grants permission, they may include additional clauses in your tenancy agreement pertaining to the pet's conduct. These clauses might cover issues like handling pet waste in the garden or indoors, as well as not leaving the pet unattended in the property for extended periods.

Any damage to the property or extra cleaning expenses that the landlord can substantiate may be deducted from your tenancy deposit. Therefore, it's crucial to adhere to the terms of your agreement regarding your pet.

Understanding Right to Rent

We've outlined everything you need to know about Right to Rent, including what it entails, how checks are conducted, and its implications for prospective tenants seeking rental properties in England.

What Is Right to Rent?

Right to Rent mandates that lettings agents in England verify the legal status of all tenants residing in their properties, ensuring they have the right to live in the UK. Consequently, before you can rent a home in England, the letting agent must conduct identity checks before leasing the property.

The Home Office introduced Right to Rent checks to make it more challenging for individuals to live and work in England illegally. It's important to note that tenancies in Scotland, Wales, and Northern Ireland are exempt from Right to Rent checks.

Right to Rent Checks

During a Right to Rent check, your letting agent must perform an assessment on all potential tenants aged 18 and above, even if they are not listed on the tenancy. This assessment can be done by:

1. Verifying an original form of ID (selected from an approved list of identification documents) in the presence of the prospective tenant.
2. Utilizing an approved Identity Service Provider (IDSP) to verify your identity.
3. Reviewing a tenant's Right to Rent status online through the Home Office's 'share code' system.

If an applicant relies on ID from List A, the check can be conducted at any point before the start of the tenancy. However, if an applicant relies on ID from List B, the check must be completed within the 28 days preceding the tenancy start date.

Agents are also obligated to perform follow-up checks when identification documents have time limitations, such as student visas.

For additional information, refer to the government's guidance on Right to Rent.

Identity Service Providers (IDSPs)

Certified Identity Service Providers (IDSPs) are third-party entities that meet government standards for conducting digital Right to Rent checks on British and Irish citizens possessing valid passports, including Irish passport cards.

While IDSPs offer convenient checks, not all agents may offer Right to Rent checks through an IDSP, even for this specific group. The suitability of this option for your tenancy will depend on various factors. You can access a list of IDSPs on the GOV.UK website.

Home Office Share Code System

Overseas nationals with Home Office immigration status can provide a share code and their date of birth to any letting agent. This allows the agent to check the Home Office's real-time system and determine your Right to Rent status without the need for additional documentation.

Video Checks

Between March 2020 and September 2022, agents and landlords were allowed to conduct 'adjusted checks' via video calls due to COVID-19. Note that checks conducted through video calls outside of this period are not considered compliant.

Right to Rent for Overseas Tenants

If you are attempting to arrange a tenancy from abroad, landlords may agree to a provisional tenancy, contingent on an ID check upon your arrival. However, if you cannot provide accepted documents confirming your identity and right to live in the UK, you will not be able to rent property in England.

Application with the Home Office

If the Home Office holds your documents due to an ongoing application or pending case/appeal, your letting agent can request a Right to Rent check. This can be done via an online form or by calling the Landlords Helpline at 0300 069 9799, provided you have your Home Office reference number.

Time-Limited Stay in the UK

For tenants using ID documents from 'List B,' landlords and letting agents are legally required to conduct a Right to Rent check again. Documents from 'List B' only qualify you for a time-limited statutory excuse. Agents unable to complete this check must report you to the Home Office, potentially incurring substantial fines. If a follow-up check reveals that you no longer have the right to reside in the UK, it must be reported to the Home Office.

If you have no restrictions on your right to stay in the UK (e.g., British or Irish citizenship or EU settled status), your landlord or letting agent will not need to conduct further checks.

How Do Right to Rent Checks Affect Subletting?

If you are subletting your rental property, it is your responsibility to perform a Right to Rent check and maintain evidence of it before the occupier moves in. Failure to do so will hold you accountable for any enforcement actions or fines. You may ask your landlord to conduct the checks on your behalf, but this arrangement must be documented in writing, and you should retain a copy as proof.

Disqualified Tenancy Due to Immigration Status

In certain cases, the Home Office may inform your landlord that someone at their property is disqualified from renting due to their immigration status. In such scenarios, landlords must take reasonable steps to terminate the tenancy or issue a notice requiring the tenant to vacate the property. The minimum notice period for occupiers to leave the property is 28 days. If the property is occupied by both legal and disqualified tenants, landlords must serve notice to disqualified tenants, requiring them to leave within 28 days. They can then allow the remaining legal tenants to continue the tenancy by reassigning it to one or more remaining adult occupiers with Right to Rent status.

Understanding Subletting

Subletting is when a tenant rents out a portion of the property they are currently renting. It's crucial to obtain written consent from the landlord before subletting, especially if it's not explicitly allowed in your tenancy agreement. There are specific responsibilities to consider in this process.

Right to Rent Checks

When performing a Right to Rent check, your letting agent must assess all potential tenants over the age of 18, even if they are not listed on the tenancy. This can be done by:

1. Verifying an original form of ID (selected from an approved list of identification documents) in the presence of the prospective tenant.
2. Using an approved Identity Service Provider (IDSP) to verify your ID.
3. Reviewing a tenant's Right to Rent status online through the Home Office's 'share code' system.

If an applicant relies on ID from List A, the check can be conducted at any point before the tenancy begins. However, if an applicant relies on ID from List B, the check must be completed within the 28 days before the tenancy starts. Agents are also legally required to conduct follow-up checks for identification with time limitations (e.g., student visas).

For more information, consult the government's guidance on Right to Rent.

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Subletting and Right to Rent If you decide to sublet the property you are renting, it is your responsibility to conduct a Right to Rent check and retain evidence before the occupier moves in. Failing to do so will make you liable for enforcement actions or fines. You can request your landlord to perform the checks on your behalf, but this arrangement must be documented in writing, and you should retain a copy for proof.

Disqualified Tenancy Due to Immigration Status

In certain cases, the Home Office may notify your landlord that someone at their property is disqualified from renting due to their immigration status.

Under these circumstances, landlords must take reasonable steps to terminate the tenancy or issue a notice requiring the tenant to vacate the property. The minimum notice period for occupiers to leave is 28 days.

If both legal and disqualified tenants occupy the property, landlords must serve notice to disqualified tenants, requiring them to leave within 28 days. They can then allow the remaining legal tenants to continue the tenancy by reassigning it to one or more remaining adult occupiers with Right to Rent status.