**HOUSE HUNTING...WHERE DO YOU START?**

Ask yourself a few questions in order to assess your housing needs - what area would you prefer to live in? Do you want to share with others? Do you want a house, flat, bedsit, lodgings or University Accommodation?

VIEWING THE PROPERTY

Prepare a set of questions in advance to ask the landlord when you view the property. The standards in student properties have improved following the implementation of the Housing Act 2004. The Act sets out mandatory safety standards that landlords must comply with in order to rent multiple occupancy properties.

#### BEFORE MOVING IN

**The Contract**

The landlord will probably expect you to sign a contract/ tenancy agreement for a fixed term. Make sure you read through all its contents before you agree to it.

# Deposits

Landlords are no longer allowed to hold on to a deposit, but they are required to put any deposit they receive into a government authorised Tenancy Deposit Scheme.

This will prevent landlords having unreasonable deductions made from your deposit. The Deposit Scheme your money is held in should contact you within 10 days after the end of your contract.

Here are a few points to consider:

* Perform an opening inventory, taking photographs wherever possible. Take meter readings upon moving in and provide utility companies with details of all tenants (even if only one name gets put on the bill)
* Check who is responsible for the maintenance of the garden
* If you are the cause of any breakages or damage, then inform the landlord immediately in writing.
* If you decide to use your own furniture, then find a safe place to store the landlord’s furniture, making a note of what furniture has been stored, signed by you and the landlord.
* Maintain the house correctly, cleaning on a regular basis.
* Report any repairs to the landlord immediately in writing, keeping a copy.
* Clean all cookers, fridges, microwaves, toilets, baths/showers thoroughly before leaving at the end of the tenancy.
* Have respect for the landlord’s fixtures and fittings, i.e. cigarette burns on carpets or furniture could cost you all of your deposit.
* Make sure you do not leave undue mess/rubbish in the property when you leave. The landlord can and will charge you to remove it!

**Utility Bills**

Ask to see any previous utility bills as this can give you a rough idea of future expenditure. Don’t forget to inform Gas, Electricity, Telephone and the Water Company of the date you are taking over occupancy and meter reading on the day you move in.

**Rent**

It is also important to make sure the rent is the same as agreed previously and the amount is written into the contract. Do remember, if you are handing over any money, get a receipt. It is also advisable to pay by standing order or direct debit as this will provide proof of payment in the event of a dispute.

**TENANCY AGREEMENTS/CONTRACTS**

A tenancy agreement is a *legally binding* document, so make sure you understand it before you sign it. If you are unsure then postpone the signing until you have sort advice, your local Citizens Advice Centre may be able to assist you.

A tenancy agreement can be written or verbal, joint or individual. Even if there is a verbal contract between you and the landlord, it would be safer to have the terms and conditions of the tenancy in writing. You can do this by putting the request in writing to the landlord, and he/she is legally obliged to respond. The statement of terms should include rent amount, rent due date, expiry date of tenancy and the name and address of the landlord.

**ASSURED SHORTHOLD TENANCY**

The contract you have signed will probably be an Assured Shorthold Agreement unless there has been a special notice stating otherwise.

If you decide to sign a contract for a fixed term, then you are legally obliged to pay the rent for the full period of the tenancy. After the fixed period has elapsed and without a notice to quit served to the tenant, the agreement will automatically become an Assured Shorthold Periodic Tenancy (month to month).

**JOINT TENANCIES**

A joint tenancy is when all occupants/tenants have signed the same contract. The contract must have all the tenants’ names and details on. The amount of rent shown on the contract will usually be the full amount (e.g. £1200 a month for the whole property). The tenancy will be joint and several and before anyone can leave the tenancy, they should find a replacement tenant that the remaining tenants agree to. You will remain liable for the rent until a replacement is found.

You must bear in mind that as the tenants are effectively guaranteeing each other’s rent, the landlord can ask the remaining tenants to pay your rent until a new tenant is found. This usually causes bad feeling!

You should not be asked for a guarantor on a joint contract – your guarantor might end up paying everyone else’s rent as well as your own!

**LODGINGS**

It has become more common that landlords who let out a room in their home have been having contracts drawn up for a fixed period. If you sign the agreement, again you are adhering to a legal document, and you will have agreed to stay for a fixed term. Before entering a contract for lodgings check to see what the rent includes, i.e. gas, electric, water rates, food etc. Occupants in lodgings have very little statutory protection.

**FURNITURE AND FURNISHINGS**

From January 1st 1997 all furniture supplied in accommodation to let must comply with the flammability requirements. If the landlord/agent is the supplier of the furniture in your accommodation, then he must comply with the regulations.

If you suspect your furniture does not comply, then contact your local Trading Standards office.

#### UTILITY BILLS

It is vital to ensure that all tenants’ names are put on to each utility bill, and this may have to be done in writing. First of all, you should contact each of the services that are to be used in the property, i.e. gas, electricity, water, and telephone. This will avoid unnecessary confusion when the bills arrive, and reduce the possibility of disputes with housemates over unpaid bills.

**COUNCIL TAX**

If a property is occupied by all full-time students, the property will be exempt for the purposes of Council Tax.

Each student will need to supply the Landlord with a Council Tax exemption letter which you can request from the University, bear in mind you only get one letter per academic year.

###### LANDLORDS’ RIGHT OF ENTRY

You and the other tenants are entitled to exclusive possession of the property if you are not sharing it with your landlord. If the landlord needs to enter the property for any reason, he/she must request your agreement by giving at least 24 hours notice.

**RETAINERS**

A retainer is an amount of money requested by the landlord to retain the property over the vacation periods, particularly the summer vacation. This is *usually* no more than half rent and is non-refundable like a deposit would be.

**GROUNDS FOR POSSESSION/EVICTION**

Your landlord *cannot* evict you without obtaining a Court Order.

The tenant must be served a Notice of Seeking Possession from the landlord and even this does not mean s/he has to leave the property. After the notice period has passed, the landlord must apply to court to decide whether the tenant should leave the property, but in some cases, there will be no court hearing and the court will make a decision based on the examination of the papers.

The Landlord must satisfy certain conditions before a case can be entered into court. The landlord will probably seek to resolve the situation with you before taking formal action.

**GAS SAFETY**

If you smell gas when you enter the premises **DO NOT SMOKE, OR SWITCH ON ANY ELECTRICAL APPLIANCES**. Switch off the gas supply at the mains and open the windows. The safest advice of all is to vacate the premises and contact the supplier.

**REPAIRS**

The landlord is responsible for repairing and maintaining the structure and exterior of the house, all installations for supplying electricity, water and gas, water heating and space heating devices, sanitation appliances and drains.

**TV LICENSES**

In any rented accommodation (e.g. private rented or halls of residence) you are required to have a TV Licence in the majority of circumstances.

**Go to www.tvlicensing.co.uk/students for further information on current prices and ways to pay.**

###### INSURANCE

Unfortunately, burglary is a depressing fact of life, more common in inner city areas. It is therefore essential to get all your personal possessions covered by contents insurance, as the landlord's insurance will not cover this. Failure to do so could mean that if you are burgled you have no recourse to make an insurance claim.

**ENVIRONMENTAL HEALTH**

Your local Environmental Health officers are available to deal with cases of disrepair, gas safety and general unfitness of your property. If you feel your property is in disrepair, then you should contact the local Council’s environmental health department for assistance.

### PEST CONTROL

Your local council office has a section which deals with those unwanted pests such as mice, rats, cockroaches etc. You must first inform the landlord of the problem, preferably in writing and if the landlord does not rectify the matter, then the pest control inspectors will visit the property and take appropriate action.

**MOVING OUT**

Try to leave the house in the state you would want to find it if you were just moving in. It is important that all tenants do their fair share of the work, allocate certain areas and a decent amount of time to each tenant, as this will save any misunderstandings on the final day.

At least a couple of days before the end of the tenancy ask the landlord to visit the property for an inspection, with all tenants present if available.

Remember to contact all utility companies at least a week before leaving and arrange for them to make final meter readings on the day you move out. If they cannot attend, ensure that you provide a customer reading over the phone and keep a record of the reading provided.

You must also arrange for the tenants’ names to be taken off the accounts and give a forwarding address for final bills to be sent. This may have to be done in writing, the utility company will guide you.

House Hunting Checklist

Address of Property

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# Exterior of Property

## Roof

Are there any slates missing? Yes/ No

Is the chimney straight? Yes/ No

Does the aerial look secure (if there is one)? Yes/ No

Is the guttering free from greenery? Yes/ No

Are there any visible leaks? Yes/ No

## Windows

Is the property double-glazed? Yes/ No

(if not, house may be cold)

Is the woodwork rotting or looks unsafe? Yes/ No

Do the windows open correctly? Yes/ No

## Garden

Is it free from rubbish? Yes/ No

**Interior of the Property**

**General**

Is it free from disrepair? Yes/ No/Unsure

(make a note of anything you feel is unfit and give a copy to the landlord)

Are there any indications of damp? Yes/ No/Unsure

(stained walls, peeling paper, feels cold and damp).
**N.B. if viewing properties in summer months it may be harder to see signs of damp.**

Is there adequate heating, lighting and ventilation? Yes/ No/Unsure

(check number of sockets, all lights work – ask to see gas certificate)

## Kitchen

Does the cooker work? Yes/ No/Unsure

Is the sink in good repair? Yes/ No/Unsure

Do taps work? Yes/ No/Unsure

Is the fridge in a decent condition? Yes/ No/Unsure

Is there adequate space for food storage and preparation? Yes/ No/Unsure

## Bathroom

Does the toilet flush and have a seat? Yes/ No/Unsure

Is the bath secure and not wobbly? Yes/ No/Unsure

Are the walls mouldy? Yes/ No/Unsure

Are there any signs of pest infestation? Yes/ No/Unsure

## Living Room

Is there enough space and seating? Yes/ No/Unsure

Are carpets in good condition? Yes/ No/Unsure

Is the correct furniture provided? Yes/ No/Unsure

(one armchair per person, coffee table, dining table and chairs)

## Bedrooms

Is the mattress in a decent condition? Yes/ No/ Unsure

Is it fire retardant? Yes/ No/Unsure

Is there a wardrobe, chest of drawers,desk and chair provided? Yes/ No/Unsure

## Fire Safety

Are smoke alarms fitted? Yes/ No/Unsure

## Electrics

Test all electric items to see if they work. Check plugs do not heat up with use.

## Gas

Ask for a copy of the gas safety certificate.

Test gas fires (if there are any) to see if they come/stay on

Is there central heating? If so, test central heating

Test cooking facilities

## Plumbing

Is there hot and cold running water? Yes/ No/ Unsure

## Baths/Showers

Are there adequate washing facilities for the number of tenants? Yes/ No/Unsure

Is the toilet separate from the bathroom (more convenient) Yes/ No/Unsure

## Television

Is a television provided? Yes/ No/Unsure

(If not, you will need your own TV license)

## Washing Machine/Microwaves

Will the landlord provide these items? If not, is there sufficient space and plumbing to enable a washing machine to be installed if you want to get one yourself?

## Security

Do all the ground floor windows have locks? Yes/ No/Unsure

Is the front and back door solid and secure? Yes/ No/Unsure

Are there curtains at all windows? Yes/ No/Unsure

## Insurance

Obtain quotes for possessions insurance at that address.

## Services

Is a refuse bin/ recycling bin provided? Yes/ No/Unsure

Will it be the tenants’ responsibility to maintain the garden? Yes/ No/Unsure

(If yes, will you be provided with tools?)

## Money Matters

How much is rent?

How much is the deposit?

To which Tenancy Deposit Scheme is the landlord signed up to?

Do you have to pay a Summer retainer?

Are the tenants’ responsible for the water rates?

Are there pre-payment meters for the gas/electric?

*(n.b. pre-payment meters are usually more expensive than regular bills)*

How much Council Tax will you pay (if you’re not a full-time student)?

Have you been given a rent book/receipts for all money paid out?

## Tenancy Agreement/ Contract

Do you understand the contract? Yes/ No/Unsure

Have you been given a copy? Yes/ No/Unsure

Establish landlords name and address.

## Outstanding Repairs/ Décor

Have all repairs been put in writing to the landlord, keeping a copy? Yes/ No

Is the décor in a reasonable condition? Yes/ No/Unsure