

Chiltern District Council



Rent Deposit Guarantee Scheme

The Private Tenants' Handbook

A guide to becoming a private tenant



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A guide to becoming a private tenant

This booklet aims to help you understand the process involved when securing a private tenancy, it gives information to try avoiding problems if you rent from a private landlord and to identify where you can get help if things go wrong.

N.B: This does not cover every legal aspect of renting.

How to find somewhere to rent

Landlords often advertise properties available to rent in local newspapers or newsagents windows. Letting agents and estate agents often let and manage properties on behalf of private landlords. These agencies are private businesses, some landlords use them to advertise their properties and sometimes manage them once the vacancy has been filled.

An Agency will advertise the properties they have been instructed to market on the internet, some of the most popular search engines are:

- Right move
- Prime Location
- Fish4homes
- Globrix

An agency will normally charge for the service they provide, you are able to register your housing requirements with them or collect a lists of available properties (they should not charge you for this service)

Before you rent

Things to do

Check that you can afford the property

- Will you need to claim Housing Benefit/Local Housing Allowance? You can use the online calculator available at www.chiltern.gov.uk or contact the Housing benefit department.
- Will the landlord accept Housing Benefit/Local Housing Allowance?

Check you can afford any Fees associated with the letting of the property

Are you being asked to provide a deposit and Rent in Advance?

- Check what services are included with the rent. Who is responsible for repairs and decoration, cleaning the communal areas or maintaining the garden?
- What Utilities are included in the rent, if any?

If you are not sure about anything, ask the Landlord/Letting Agent.

Do not sign an agreement until you are sure.

Things to look for when viewing a property

Gas safety

If there are gas appliances in the property, the landlord must show you a gas safety certificate, issued by a CORGI registered gas installer in the last 12 months. It is a crime to let accommodation where there is a gas supply without a valid certificate. The landlord must give you or show you a copy of the certificate before you move in.

Electrical safety

Responsible landlords will have an up-to-date electrical safety certificate from a qualified electrician who, in most cases, should be approved by the NICEIC or the ECA. The certificate should include a recommendation for when the electrical installation next needs checking. Check that there are enough electrical sockets for your appliances, so that you will not need to use multiple adapters, which can be dangerous. Make sure that there are no broken sockets, exposed wires or taped joints.

Energy Performance Certificates

From 1 October 2008, whenever a property is let to a new tenant the landlord must obtain an Energy Performance Certificate from a qualified, accredited and independent assessor. The landlord is responsible for giving a copy of the Energy Performance Certificate to the tenant, free of charge. The Energy Performance Certificate shows the home's Energy Efficiency Rating and the Environmental Impact (CO₂) Rating. It also shows an estimate of how much energy is needed to run the home, including estimated costs for heating, lighting and hot water. The certificate will also list suggested improvements to the property. The landlord is not obliged to carry out these improvements.

Fire safety

Ask the landlord how you would get out of the property in the event of a fire. If the property is furnished, check that all of the upholstered (foam filled) furniture has a sewn in label to show that it is fire-resistant.

Houses in multiple occupation (shared accommodation) should contain fire safety equipment. Check that any safety equipment is in good working order and easy to find.

Condition of the property

- Damp (a musty smell, stains or mould on the wall or ceiling)
- Draughts (badly fitting doors or windows)
- Sloping floors and sagging ceilings
- Signs of pests such as mouse droppings, rat holes in and around the property, slug and snail trails, and insect infestations.

Safety

Make sure you can move safely around the house. Stairs in particular must have a firmly fixed full-length handrail and be well lit. Open stairwells on landings must have a proper balustrade (guard rail) with no gaps large enough for a young child to slip through.

Floors should be level with no uneven steps, which could cause you to trip. Outside, the access paths and paving should be in good condition and level.

What charges can the Landlord/Agent make?

Holding Fee

If you have found a property you would like to pursue, the agent may ask for a holding fee to take this property off of the market whilst they are taking up references.

This fee is returnable if you fail the referencing or the landlord withdraws the property from the market; it is not returnable if you decide to withdraw your interest in the property.

A holding fee is not compulsory.

Administration Fees

An agent will charge you a fee for referencing; this will confirm your suitability as a tenant. They may charge you a further fee for the administration associated with letting a property i.e. the production of a tenancy agreement. Agents' fees vary greatly; you should make it your priority to enquire with the agent marketing the property you would like to secure.

Deposit

The landlord can charge a returnable deposit of up to two months' rent. You have a responsibility to leave the property in the same condition that it was let to you, allowing for fair wear and tear. When moving into the property your landlord or managing agent should arrange a full detailed inventory of the property's contents and condition. An agreed inventory, along with check in

and check out inspections will avoid disputes between tenant and landlord at the end of the tenancy.

From 6 April 2007, when you pay a deposit and you have an Assured Shorthold Tenancy your landlord must protect it using a government authorised deposit scheme. Within 14 days of receiving your deposit your landlord must give you information about how your deposit is protected and you should verify this for yourself.

Your landlord must give you:

- Contact details of the tenancy deposit scheme or Rent Deposit Guarantee Scheme
- Contact details of the landlord or agent
- Details of how to apply for the deposit to be returned to you
- Information explaining the purpose of the deposit
- Information about what to do if there is a dispute about the deposit.

If you do not receive this information seek advice from the Housing Choice Officer at Chiltern District Council or the CAB as the landlord may be sued and required by the court to pay the deposit back plus three times the deposit amount.

Rent in Advance

Rent is money you agree to pay the landlord for the right to live in your home. The amount of rent you pay will depend on your negotiations with the landlord and what you can afford. You can get an idea of what rents are being charged by looking at the register of determined rents held by the Rent Assessment Committee.

When you move into a property you are expected to pay a full month's rent in advance, a landlord/letting agent will not hand the keys over unless the rent in advance is paid.

Help with paying your rent

You can make a claim for Housing Benefit to help you pay your rent if you get Income Support or Job Seekers Allowance, or if you are on a low income. Housing Benefit only covers accommodation. It does not cover charges for heating, lighting, food or care that may be included in your rent.

Local Housing Allowance

Local Housing Allowance is a new way of working out Housing Benefit for tenants of private landlords.

Local Housing Allowance is based on who lives with you and what income and savings you have. It is calculated on the number of rooms you need, not

the number of rooms in your home or how much rent you pay. If your Local Housing Allowance is more than your rent, you can keep the difference, up to £15 a week.

The Rent Officer Service sets Local Allowance rates. The rates are available on the Chiltern District Council website.

Before agreeing to take on a tenancy you should check the amount of Local Housing Allowance you will get for the size of property you are planning to rent.

Local Housing Allowance is paid to the tenant unless you:

- owe rent for eight weeks or more
- are having deductions made from a welfare benefit
- have a history of owing rent arrears
- are considered vulnerable.

For further information you should speak to a Housing Benefit officer.

What types of tenancies are there?

Since the 1996 Housing Act was introduced all new tenancies are assured shorthold, unless the landlord and tenant agree otherwise.

Assured Shorthold tenancies

This is the most common type of tenancy used by private landlords. Under an assured shorthold tenancy you have a legal right to live in your home for a fixed period of time. Your tenancy might be set for a period such as six months, which is known as a fixed term tenancy. It could run on a week-to-week or month-to-month basis, which is known as a periodic tenancy.

The landlord can evict you at the end of the fixed term tenancy, but if your fixed term tenancy is for less than six months or if you have a periodic tenancy, the landlord must wait for six months from the start of the tenancy before they can evict you.

To end your tenancy the landlord must give you two months' notice to leave in writing. If you do not leave, the landlord must go to court to get a Possession Order. The court will grant this automatically if the landlord shows that they have followed the correct procedure.

You may have to pay the court costs. If you receive a notice to quit always seek advice.

You cannot be evicted during the course of the tenancy unless you have broken one or more of the conditions of the tenancy (for example, if you have

not paid the rent). If the landlord alleges that you have done this, they must serve a valid Notice Seeking Possession and get a court order before you can be evicted. The court will consider the case and may or may not award possession to the landlord.

Assured tenancies

This type of tenancy is rare; therefore if the tenancy agreement is an assured tenancy go through the tenancy agreement with the CAB or the Housing Choice Officer at Chiltern District Council before signing.

What to do when you move into a property

Things to do straight away

- Make sure that you have a full inventory (list of contents and condition of property). If the landlord does not provide one, write it yourself and get the landlord to sign it. If the landlord will not co-operate get an independent witness to sign it.

Make a note of anything that is damaged or needs repair or cleaning. It can be helpful to take photographs; these should be dated and/or embedded in the inventory.

- Ensure the gas, electricity and water meters are read on the first day of your tenancy, even if you are not moving in until later.
- Get your possessions insured; the landlord's insurance will not cover them.
- Find out where the water stopcock, electricity switch, fuse box and the gas isolator valve are.
- Make sure that you have a telephone number to contact the landlord or manager in case of an emergency.

Your responsibilities as a tenant

You must:

- Pay your rent
- Behave in a reasonable way, not causing nuisance or annoyance to others
- Not damage any fixtures, fittings or furniture belonging to the landlord. If there is furniture that you do not want, ask the landlord to remove it. Don't store it anywhere without their permission

- Ask the landlord before making any changes to the property
- Inform the landlord if repairs are needed
- Allow the landlord to have access to the property at reasonable times, for example to carry out repairs, but preferably by appointment
- Not sub-let or take in a lodger without asking permission first, unless your contract allows you to do this
- Give the landlord proper notice if you wish to leave.
- You may well have responsibilities over and above those outlined here; if you have they should be included in your tenancy agreement.

The landlord's responsibilities

The landlord must:

- Give you their name and address and that of their agent, if they use one.
- Give you a written statement of the conditions of the tenancy.
- Give you a rent book if you pay weekly or a receipt for the rent payment if you pay fortnightly or monthly.
- Respect your right to peace and quiet in your own home.
- Register your deposit with an authorised scheme within 14 days of receiving it.
- Give you reasonable notice in writing if they need to get into your home, for example to do repairs.
- Give you legal notice if they want you to leave.
- Make suitable arrangements for security of your mail to prevent interference.
- Ensure that gas appliances are tested at least once a year and give you a copy of the safety certificate within 28 days of the test taking place.
- Ensure that all upholstered furniture complies with the fire safety regulations.

The landlord is responsible for repairs to:

- The structure and outside of the property.

- Basins, baths, sinks and toilets.
- Fires, radiators, water heaters.
- Water, gas and electricity supply and meters.
- Water tanks and boilers.

If you live in a flat, bed-sit or shared house (a house in multiple occupation) the landlord is also responsible for:

- Providing accommodation that is large enough and has enough cooking, washing and toilet facilities for the number of people living there.
- Providing fire safety precautions and keeping them in good working order, including fire doors, smoke alarm systems, emergency lighting and a fire blanket in any shared kitchen.
- Ensuring that supplies of water, gas and electricity are maintained keeping the communal parts of the property in good repair such as stairs, hall, shared kitchens and bathrooms.

Paying the rent

It is your responsibility to pay the rent on time, as set out in the tenancy agreement. If you pay weekly the landlord must give you a rent book. If you pay fortnightly or monthly make sure you get receipts for payments you make. If you do not pay the rent for whatever reason, the landlord can start possession proceedings to evict you from the property.

!!You should not withhold rent in an attempt to force the landlord to carryout repairs!!

What if the landlord does not collect the rent?

You should make every effort to pay rent. Write to the landlord, saying that you want to pay and keep a copy of the letter. If you try and pay the rent and the landlord refuses to accept it, make sure that you have an independent witness. Keep the rent money in a separate account, so that you can pay it when asked.

Then, if the case should go to court, you will be able to show that it was the landlord, not you, who acted wrongly.

Getting repairs done

Let the landlord or agent know when anything needs repairing, if the repair is not urgent tell them in writing and keep a copy of your letter. If the repairs are not done promptly, you can take the following action:

- Ask the council to take action, by contacting the housing department
- An officer may inspect the property, make contact with the landlord/agent and in extreme circumstance can serve a legal notice requiring the landlord to do the repairs.

If the repairs are not done within the time stated in the notice, the council can arrange for the works to be completed and will charge the landlord. The council can also prosecute the landlord.

When you contact the council or another agency about your accommodation, make a note of the name of the person you speak to and the time and date of the discussion.

DO NOT stop paying rent – this could give the landlord grounds for taking court action to evict you.

Fuel and water supplies

If you will be paying fuel bills yourself get the meters read when you take over the tenancy. The fuel supply companies usually need 48 hours' notice to arrange a meter reading. Your landlord should tell you which fuel company supplies the gas or electricity to the property. You should get your landlord's permission before changing the supplier.

If the landlord is responsible for the bills and the landlord fails to pay the bills on time, supplies of water, gas or electricity may be cut off. The council can arrange for supplies to be reconnected and can take over the collection of money and the payment of bills.

Safety in your home

- Keep your fire escape route clear – don't block it with furniture, bikes, rubbish bags etc.
- Don't overload your electric sockets.
- If you go away in the winter, turn off the water to avoid frozen pipes.
- Use the locks and bolts provided.

Ending the tenancy

If you want to leave

You need to give your landlord written notice, as stated in your tenancy agreement. If you do not have an agreement, you should give at least 28 days' notice in writing. Keep a copy of the notice.

If you have a fixed term agreement, such as an assured short-hold tenancy, you do not have the automatic right to surrender your tenancy within the fixed

term. You may have to pay rent until the date when the agreement ends, if you cannot come to an arrangement with the landlord. You can get advice from the council's private tenancy officers.

If the landlord wants you to leave

If the landlord tells you that they want to end the tenancy, don't do anything before you get advice from the Housing Unit at Chiltern District Council or CAB.

The landlord must give you a valid written notice. The length of notice required and the form in which it must be given will depend on the type of tenancy you have. In most cases a court order is required before you can be legally evicted. Make sure you get advice.

If the landlord evicts you without following the proper procedure, or tries to get you to leave by threatening you or cutting off the fuel supplies and so on, they are committing a crime.

Things to do before you vacate the property

Clean the property thoroughly; making sure that everything is as you found it when you moved in.

Write to the landlord inviting them to inspect the property. If the landlord is unhappy with any aspect of the property, try to put things right immediately, so that there will be no deduction from the deposit when it is returned to you. You do not have the right to return to the property after the tenancy has ended. If you are responsible for gas, electricity, water or phone bills, arrange to have the meters read on the day you move out, and get the final bills sent to your new address. Don't rely on the deposit for your last month's rent. You have to pay rent until the end of your tenancy. Return all keys to the landlord when you leave, either in person or by registered post.

Reclaiming your deposit

The landlord can normally make deductions from your deposit for:

- damage to the property or furniture (but not normal wear and tear)
- cleaning costs, if the property is left in a worse state than when you moved in.
- keys not returned.
- any rent that you owe.

If you paid your deposit before 6 April 2007 the deposit should be returned within a week of you leaving the property. If the landlord does not return your deposit, or if you consider that any deductions made are unjustified, you can take action to reclaim the money in the Small Claims Court. Anyone can use this procedure, without the need for a solicitor.

Leaflets and advice are available to help you, which you can get from the Citizens Advice Bureau.

If you paid your deposit after 6 April 2007 your deposit will be covered by a tenancy deposit scheme. Within 14 days of taking your deposit your landlord should have told you which of the authorised schemes it is registered with and how to apply for the release of the deposit.

All of the authorised schemes have a dispute resolution service. They will decide if, or how much of, the deposit should be returned to you.

Harassment and illegal eviction

It is a criminal offence for a landlord or their agent to evict you without following the correct legal procedure. If any attempt is made to evict you without a court order, get advice immediately. It is also a crime for a landlord or anyone acting on their behalf to harass you. This means doing anything that will make you want to leave, such as threatening you, cutting off your fuel supply or trying to prevent you from exercising your rights. Make a detailed note of anything that happens and get witnesses if possible. Get advice immediately.

The Private Tenancy Unit deals with harassment and illegal eviction. They can prosecute the landlord under the Protection from Eviction Act. Someone is available 24 hours a day to deal with emergencies. You can also take civil action to sue the landlord for compensation. Get legal advice first.

Useful Contact Numbers

Chiltern District Council 01494 729000

Citizens Advice Bureau 0845 0920137