

# About Your Contract

Housing in the Private Rented Sector



## 'Essential Information'

Please take the time to read your proposed **Contract/Agreement**. Once you have signed, it may be impossible to break it or change its terms, without either **losing money** or risking **legal action**.

One of the most common Accommodation queries the SAC deals with is where students want or need to be released from their contract. These have often been signed much earlier in the year. Many reasons influence why someone no longer wishes to be held to a contract. The most common reason being that people no longer want to live with people they have signed a contract with. **BE CAREFUL** - once signed you are legally bound for the duration of that contract. Beware of signing a contract several months before the date it is due to commence. If your plans change you may still have to honour your contract obligation to pay rent due unless and until replacement tenants are found.

## Who is your Landlord?

It is vital that you have the landlord's full name and address, and, if it is different, the address to which you must send formal and legal notifications. A telephone number is helpful too.

## Is it in writing?

There should be two original copies which both you and your landlord sign at the same time. You each retain a copy. It is very important that you keep your copy somewhere safe. If your contract is a standard agreement (and not individually negotiated), then it must not contain any unfair items. A landlord or agent can't rely on an unfair term even if it is in the contract. Want more info? See 'Unfair Tenancy Terms - Don't get Caught Out', - Office of Fair Trading available from SAC.

## Is it a verbal agreement?

Verbal agreements are still legally binding, but much more difficult to establish in the case of a dispute. We recommend that you send a formal letter to your landlord setting out the important items you have agreed. Send it recorded delivery. You will then have evidence of what you have agreed.

## Main points to establish:

### Is it individual (parallel) contract?

This means it is specific to you alone, with only your name on it. You will be liable for your share/room rent only. If you live with others with individual Contracts, your house is likely to be a House in Multiple Occupation (HMO). HMOs have stricter health and safety laws. HMO landlords are responsible for paying Council Tax, but you should still provide your student exemption certificates.

### Will several tenant's names be on it?

If you are all signing up together, this probably means you will have a Joint Contract. Each one of you will be individually liable for the **WHOLE** rent as well as collectively responsible. You will be mutually responsible for all damage too. If you are asked to provide a guarantor, is the guarantor going to be liable for your joint responsibility, or only your 'share'? In doubt, please seek advice.

### If it is a verbal agreement, is the understanding that you will be sharing the property/rooms with others, living together as a single household?

This means you will have a joint contract. See above.

### Are you sharing the premises with your landlord?

You are likely to be a licensee, with limited rights to remain if your landlord wants you out - Seek advice. Want more info? See free Government leaflet from the Department for Communities and Local Government (DCLG) 'Renting Rooms in someone's home': a guide for people renting from Resident Landlords'.

### Are you renting from the Council?

See 'Your rights as a Council Tenant': The Council Tenants Charter' available from your Council housing office or the Department of Communities and Local Government.

### Are you renting from a Housing Association?

See the 'The Residents Charter', for Applicants and Residents available from your housing association. It is available to view on line from the Housing Corporation. Hard copies can sometimes be ordered for a small charge.

**Are you renting from a Private Landlord (including through an agency?)**

Since February 1997, all tenancies are automatically Assured Shorthold Tenancies unless your landlord follows the procedure for setting up an Assured Tenancy. For an essential explanation of the legal rights and responsibilities of landlords and tenants, see free Government leaflet the Department of Communities and Local Government (DCLG) 'Assured and Assured Shorthold Tenancies: a guide for Tenants'.

**What is the date your Tenancy is to commence?**

You will have to pay rent from this date, whether you move in then or not. You will be responsible for caring for the property from this date too. You should not have to pay for any period you are not entitled to occupy the property.

**Does the Tenancy end on a specific date?**

If it is an assured tenancy you may be able to stay longer, if it is an assured shorthold tenancy you will have to leave on this date if the landlord gives you proper notice. If you are sent notice to quit by your landlord, or your landlord asks you to leave, and you do not want to go, seek advice immediately.

**Is there provision for you to give notice to quit the property?**

Even if there is, joint tenants can only quit collectively.

**If so, how much notice must you give?**

You do not have to give notice to leave at the end of a fixed-term contract.

**What is the total rent for the property/rooms?**

This may be per annum/week/month/term. Your Contract should specify how and on what day to pay.

**What will your share of the rent be?**

Understand what your share will be from the outset, can you afford it? - remember bills will be extra.

**What is the method of payment?**

Cash, cheque, standing order, other. Regardless of chosen methods, it is your obligation to ensure that the rent is paid on time, not the landlord's.

**Will you have a rent book or other record of payment?**

You should insist on some type of record/receipt for every payment. It is not advisable to hand over cash.

**Do you have to pay a damage security deposit?**

Establish how much. There is no statutory control on the amount of deposit or premium that can be charged on assured and assured shorthold tenancies. Joint tenants are equally responsible for damage. This is a very frequent source of disputes.

**Will you receive a receipt for the deposit, signed and dated?**

Insist on one. It should be returned to you promptly, in full, at the end of your tenancy, subject to any legitimate deductions for damage or outstanding rent.

**Will you get interest earned on the deposit?**

(Suggest it goes into a high-yield account). Good practice requires that your deposit go into a separate 'client' account. For more information on deposits, see the SHELTER website and their leaflet 'Private Tenancies - paying a deposit'.

**How do you contact your landlord in an emergency?**

Ask your landlord/agent for details and out of hours details and keep these handy.

**Are any parts of the property NOT for your household's exclusive use?**

Find out why. If the landlord is therefore requiring access to your property, seek advice on whether it may affect your right to exclusive occupation.

**If you are sharing with others who are not part of your household, which facilities are for common use?**

Ensure that the ground rules for cleaning and responsibility for paying - monthly might be best. (The tenant is legally responsible).

**Has the landlord told you the property will be furnished?**

If you have specific requirements e.g., a study table or desk in your bedroom, ensure any undertaking is put in writing.

**Has an inventory of furniture and fixtures which are to be provided been given to you?**

You should insist on one. The SAC produce a model inventory sheet that you can use, in addition it is useful to note the condition of everything, sometimes referred to as a Schedule of Condition.

**Have you established that the landlord will keep all items of equipment provided in working order?**  
(Get written confirmation). Use the 'Inventory' prompt to ask questions.

**What right do you have to peace and privacy?**

As long as your contract is not a **licence**, the landlord does not have the right to enter your home without your permission. The landlord is entitled to inspect the property at reasonable intervals, but should give at least 24 hours notice. **Genuine** emergencies are an exception.

**What, if anything, is the landlord disclaiming responsibility for?**

Seek Clarification from the Student Advice Centre about lawfulness of such disclaimers.

**Who is responsible for maintenance and repairs?**

The landlord must maintain the property and its installations, and carry out any necessary repairs. You must take good care of the property which can include yards and/or gardens and inform the landlord of any disrepair or other problems.

**Is the landlord promising to carry out repairs or redecoration before you move in?**

Get any promises confirmed in writing, including the dates on which work will be completed. If the landlord does not do so, write a letter confirming the conversation immediately, and send it to the landlord by recorded delivery. **Keep a copy.**

**ARE THERE ANY PARTS OF YOUR CONTRACT WHICH YOU DO NOT UNDERSTAND OR AGREE WITH?**

**IF SO, YOU SHOULD SEEK ADVICE BEFORE SIGNING OR VERBALLY AGREEING TO A CONTRACT.**

**Further information:**

Most of the Government leaflets mentioned above are available from the SAC.

For a list of agencies that can provide further help, see our leaflet 'MOVING IN'.

Other related leaflets in this series include 'House Hunting Using Accommodation Agencies', 'Living in... Jesmond, Heaton ect', 'moving out', 'Security and Insurance' and 'Repairs'.

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Union Society  
King's Walk  
Newcastle University  
NE1 8QB  
Tel: 0191 239 3979  
Email: [sac.reception@ncl.ac.uk](mailto:sac.reception@ncl.ac.uk)

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You can access our website at  
<http://www.unionsociety.co.uk/sac/>

The SAC is a member of Advice UK  
(The independent advice network).