



### **What is a contract?**

Your contract is the agreement that you made with a landlord when you both agree that you will take their accommodation. It comes into force when money changes hands, eg you hand over a cheque for a deposit, a retainer, or the first month's rent. You are then both bound by the terms of the contract.

Your contract does not have to be written, though this is always best, as it is then clearly stated just what was agreed, should you disagree at a later date. Many contracts are expanded by a verbal element, ie what was said at the time, expanding what is in the written contract. Eg "I'll provide a freezer, and redo the tiling in the shower". In this case ask for an addendum to the contract.

### **Fixed term contracts**

Most contracts are for a fixed term. Are these dates suitable for you? You will need to check the University Calendar, remembering that the end of summer term is usually in the last week of June or first week of July.

If you want to stay on after your contract ends, or to come in earlier, then arrange this with your landlord as soon as possible. If you are lucky, he may agree to your paying by the week for extra weeks, though you have no automatic right to this, and he may well insist on complete months. He does not have to agree to any extra time at all, though many landlords are happy to have the extra income.

If you are paying a "retainer" or part-rent, you have no automatic right of residence, even if this occurs during your tenancy, eg in the holidays. Again, seek agreement with your landlord, and get it in writing if possible. (If you think this may cause problems, because it may offend as showing lack of trust, you may find it better to write to your landlord after you've made your verbal agreement, 'just to confirm our agreement of ...', keeping a dated copy of this letter, for later verification.)

### **Joint and several liability**

Most students living in shared houses or flats have "joint and several liability" written into their contracts. This means that, legally, you are treated as one person/one tenant.

If one of you doesn't pay your rent, or damages the landlord's property, he can claim rent or compensation from any of you. We suggest that you come to a formal agreement among yourselves, before you sign the contract that:

1. You will each be responsible for your share of the rent, and that this will continue, even if one of you should leave before the end of the contract, for whatever reason, and will continue until a mutually acceptable replacement tenant is found, and is paying that share of the rent. (Don't forget that the landlord will have to approve this replacement tenant.)
2. You will pay equal shares of all bills, except for itemised phone bills.
3. If one or more of the tenants is not a full-time student (thereby attracting Council Tax to the property), then that person(s) will be responsible for all Council Tax payable, ie the full-time students will not have to pay any Council Tax. (Don't forget that there is a 25% reduction in Council Tax if only one person is not a student; this has to be claimed.)

## **Deposits**

Make sure you get a receipt for your deposit.

From 6 April 2007, landlords who wish to take a security deposit for an assured shorthold tenancy must use a government-approved tenancy deposit protection scheme to safeguard the deposit. They must also give tenants information about the scheme within 14 days of taking the deposit. If a landlord does not protect the deposit or give the tenant the required information, the tenant can take court action. The landlord will face a fine of three times the amount of the deposit and will not be able to use the assured shorthold procedure to claim possession from the tenant on only two months notice (without grounds).

The tenancy deposit protection schemes safeguard deposits, so that tenants are guaranteed to get them back at the end of the tenancy, provided they are entitled to do so. Each scheme provides an alternative dispute resolution service.

More detailed information can also be found in the Tenancy Deposit Information Sheet also under our leaflets section and at the Directgov website at [www.direct.gov.uk/tenancydeposit](http://www.direct.gov.uk/tenancydeposit).

## **Rental payments**

How often do you have to pay rent, and will you have enough money on the dates agreed? Monthly payments are usually easiest, and can be done by a Standing Order through your bank. Termly payments can cause problems, especially if the dates are before the beginning of term, eg 1<sup>st</sup> January, 1<sup>st</sup> April. If you are going to be dependant

on your Student Loan to pay your term's rent, then be aware that the first payment may well be several weeks late.

### **Inventory**

This is a list of all that is being provided, in each room. Ask your landlord for a list, preferably before you sign the contract, and check that you are happy with it. You can always ask for other items to be provided, and he might well agree. When you move in (the same day if possible) you and your landlord should check the contents against the Inventory, and note (in writing) any damage, eg stains on carpet, torn wallpaper, chipped or battered kitchenware.

If your landlord does not agree to do this with you, or does not provide an Inventory, then you should write your own, in the first couple of days of your tenancy, and get someone else to witness it. Then send a copy to the landlord, with a signed and dated letter, stating that this is an accurate inventory and that if you do not hear from him to the contrary within 14 days you will assume that he is in agreement. When you leave, at the end of the tenancy, the same procedure should be gone through, with the landlord if possible, so that you cannot be charged for pre-existing damage. If you have special reason to be suspicious of your landlord ie you have heard how he has treated previous tenants or there is a major disrepair at the start of your tenancy, then it may well be worth taking photos of anything relevant (signed and dated by an independent witness). This is also advisable in order to strengthen your case if you have a dispute at the end of the tenancy which requires evidence for arbitration within the Tenancy Deposit Scheme (see separate leaflet).

### **Furniture safety**

It is illegal to provide soft furnishings, including mattresses, that pre-date Sept 1990. Check if you can, and if you are suspicious of any, ask your landlord for proof.

### **Gas/electrical safety**

Any gas fittings (fires, boilers, cookers, etc) have to be checked and approved by a Gas Safe registered gas fitter, every 12 months. Your landlord is legally obliged to show you an up-to-date Certificate on request.

Electrical Safety – Your landlord has a responsibility to ensure all wiring and electric appliances he supplies are safe.

### **Guarantors**

Your landlord may insist on Guarantors for each tenant. Most landlords do not. If yours does, and your parents are happy to agree, then do check that the Guarantor is only

taking responsibility for the rent of his/her own offspring, and not, potentially, for any shortfall in rent for the property. We do not consider it good practice for guarantors to have their own financial surety checked.

### **Breach of contract**

You may believe that your landlord has breached the contract and wish to leave. At this point you will need specialist advice, and we advise you to arrange an appointment to see the Student Union Advisors as soon as possible. Every situation is different, and there needs to have been a “fundamental breach of contract” for the contract to be considered broken. If it is a very grey area, we may need to refer you on to a solicitor. Obviously, you may end the contract at any time, or amend it, by mutual agreement with the Landlord.

### **Repairs**

Your landlord should do all repairs promptly. It is your responsibility to let him know as soon as possible about any damage. If you don't do this, and it results in further damage, eg water damage, then you could be responsible for the resultant extra cost of repair. If you have any disagreement with your landlord about repairs, or he seems to be slow in getting them done, then do come and see one of us immediately, and we'll check it out for you, and help you get things moving.

### **Late rent**

There is probably a clause in your contract that says that if rent is more than 14 days late, for whatever reason, then the contract is at an end, and the property reverts to the landlord, ie you are OUT. If you agree to go, then fine, that's how it is. If you don't want to go, then it's a different matter. Statute law steps in to protect you here. It is illegal, a criminal act, for the landlord to harass you so that you leave, or feel pressurised to do so. If you don't leave voluntarily, then the landlord is legally obliged to go to the County Court to get an order requiring you to leave. This will only be granted automatically if the rent is 2 or more months in arrears. In other circumstances, the court will consider the merits of the case, including whether or not the rent has now been paid, or whether or not the landlord has fulfilled all his obligations as a landlord, and how much distress would be caused by granting an Eviction Order. Again, don't go into this by yourself, but seek our advice immediately.

### **Visits by landlord or agent**

You have an implicit right to “quiet enjoyment” of your home. Your landlord has the right to check his property from time to time for any damage (NOT for untidiness), and to come round to collect rent, if that is what you have agreed. However, once or twice a term would certainly be sufficient, and you should receive 24 hours warning, and the

visit should be at a mutually agreeable time. He should not enter your room without your permission, except in an emergency. Any such problems: come and see us.

### **Frost damage**

Your contract may contain a clause stating what you are obliged to do to prevent frost damage, should you all be absent from the house for a number of days in a cold spell, eg over Xmas. If you are unhappy with the details, or they are absent or unclear, then do ask your landlord exactly what he wants you to do. This may be turning the water off or leaving background heating on. So long as you do what he requests, you cannot be held responsible for any resultant damage from burst pipes.

### **Water costs**

Check to see if you will be responsible for water rates, and if so add this into your budgeting. Is this consistent throughout your written contract?

### **Other clauses**

Obviously, we cannot list all the possible clauses you may encounter. Do read the "small print" carefully, and check-out any clauses you are uncertain about, either with us or with your landlord. Watch out for clauses about upkeep of the garden, cost of professional cleaning at the end of the contract, no parties, landlord's right to add extra rules/clauses at a later date, etc.

### **Insurance**

Your landlord is responsible for insuring the house and the things he provides. You are responsible for insuring your personal property. Check with your parents first: their Insurers may well allow them to extend their personal property insurance to cover your property at a named address for a specific period, while you are a student, for no extra cost. If not, you are advised to buy your own insurance, e.g. through Endsleigh, your bank or other insurers.

### **TV licences**

If you have a joint contract, then one TV licence will cover all the TVs in the house. If you have individual, separate contracts, then you will need individual licences for TVs in your rooms, though one licence can cover 1 room plus a communal TV.

### **Any other problems**

Check with us, the Students' Union Advisors, as soon as possible.

## **FXU Advice Service**

**Help with:** Money, Hardship Fund (Access to Learning Fund), benefits, childcare, housing, tenancy agreements, academic problems, student life!

We are here to help you!

Advice Service Available (Term time only):

**Tremough** Find us in the Annex (opposite the Refectory/Bar)  
Ring: 01326 370447 for an appointment

**Woodlane** Find us in the Library Building at Woodlane  
Ring: 01326 213742 for an appointment

**Email** [advice@fxu.org.uk](mailto:advice@fxu.org.uk)