



NOTTINGHAM TRENT STUDENTS' UNION

Key terms of tenancy agreements and other legal requirements

Assured Shorthold Tenancy (AST): Most private student housing is let under this type of agreement and the vast majority of contracts you see will be ASTs. If students live with the owner of the house, are in university accommodation, or have another type of contract, their rights may be different. If you see an agreement that does not look like an AST, refer to The Information Advice Service.

This document is intended as a general guide to:

- the main terms you can expect to find in AST agreements;
- landlords' main legal obligations;
- the main rights and responsibilities of tenants.

Landlord / agent contact details: By law, the tenant must be given an address in England or Wales where they can serve notices on the landlord. This does not have to be the landlord's home address – it can be a business address or agency. If they are given an agency's address, the tenants are still entitled to know the landlord's name and address. This must be provided by the agent within 21 days if a written request is made. Students should also ask for email addresses and phone numbers of landlords and agents. This makes contact easier in the event of a problem or dispute.

Fixed term: Most student contracts are fixed term, starting and ending on the dates specified on the contracts. The tenant is liable for the rent for the full duration of the contract, even if they move out early (unless the landlord agrees – see below). This applies even if there are problems with the property (except in very extreme cases).

Ending the agreement: The tenancy may only finish before the end date if the tenant and landlord agree (and it's best to get this in writing). Landlords will usually only agree if a replacement tenant is found. If the landlord wants to end the tenancy, they must use the correct legal procedures. For an AST, the landlord has to serve a notice and get a court order to evict the tenant(s) – even if there are rent arrears or other breaches of tenancy.

Joint liability: Joint contracts usually contain all joint tenants' names and signatures. Rent will often be expressed as a total figure for the property, rather than per person. All joint tenants are legally viewed as one person so they will be equally liable for any unpaid rent or damage to the property. You might

see the phrase “joint and severally liable” or “jointly and individually liable.” This means any tenant can be pursued for outstanding rent and damage costs, even if they have paid their share of the total rent or did not cause the damage. E.g. Fred and Joe sign a joint contract and the rent is £250 per month each (£500 total). Joe misses a £250 payment so the landlord can ask Fred to pay.

Individual liability: If each tenant has a separate agreement with the landlord, they are only responsible for their share of the rent. E.g. in this case, Fred would not have to pay Joe’s arrears. Individual tenants would be liable for any damage to their room and the landlord can make a charge for damage in communal areas, but should first try to find out who was responsible. Please note: most tenancy agreements for shared houses are joint liability agreements.

Lead Tenant: The lead tenant is an administrative role and does not have any greater liability than any of the other tenants.

Guarantors: A guarantor agrees to cover any costs, including rent and damages, in the event that the tenant(s) cannot pay. It is very important that prospective guarantors are given a chance to check the contract and guarantor forms before anyone signs the contract. If students sign but then a guarantor refuses to do so then this can cause big problems e.g. landlords withholding keys.

For joint tenancies, guarantors might be held liable for the rent of any of the joint tenants (E.g. Fred’s mum might have to pay Joe’s rent arrears). Tenants should therefore request that guarantors sign a form limiting their liability to an individual person’s share of the total costs.

Suggested wording for guarantor agreements:

This guarantor agreement is limited to cover the share of rent owed by _____ (INSERT TENANT’S NAME). The total liability is limited to £_____ (INSERT FIGURE) which is equal to _____ (INSERT PERCENTAGE. e.g. 25% for a four bedroom house, 50% for a two bedroom house) of the total rent for the property. The guarantor accepts no liability for rent owed or any other loss suffered by the landlord/agent as a result of any actions by any other tenant.

Some landlords ask for alternative arrangements if international students cannot provide a UK-based guarantor e.g. more rent in advance or larger deposit. Any arrangements should be clearly stated in the contract. If the student is concerned they should seek advice before paying/signing. There are also plenty of landlords who don’t ask for guarantors.

Deposit: Deposits are taken to cover the cost of damage to the property or unpaid rent/charges at the end of the tenancy. Deposits remain the tenant’s money and landlords should only deduct from them if they have clear evidence in support. Deposits can be used to pay for damages that result from the tenant not fulfilling their obligations, such as sink blockages caused by putting fats or rice down the sink, problems with the garden or using blutak or sellotape on walls. So, tenants should make sure they check their obligations under the contract to make sure they understand how to avoid deductions. Deductions from deposits should not be for fair wear and tear, which is any deterioration of the property or its contents through normal daily use.

Tenancy Deposit Protection Schemes: By law deposits taken for an AST must be protected in a tenancy deposit scheme, which will provide a resolution service if there are any disputes at the end of the tenancy. Landlords must protect the deposit within 30 days of receiving and also give the tenants confirmation that the deposit is protected and information about how the scheme operates. If they don’t tenants can be due compensation of between 1 and 3 times the deposit amount. Tenants can check online if the deposit is protected by going to this page: http://england.shelter.org.uk/get_advice/tenancy_deposits/deposit_protection_and_tenancy_deposit_schemes

House in Multiple Occupation (HMO): If the property has 5 or more people over 3 or more floors, the landlord must obtain an HMO license from the council. It is a criminal offence for landlords not to have a license. Students should not sign until they have seen a copy or checked the online public register (we have picked up some landlords who have been operating illegally this way).

Gas Safety Certificates: By law, landlords must provide a current annual gas safety certificate showing that all gas appliances have been checked by a registered person. Students should ask to see it when they view a property.

Energy Performance Certificates: It’s now the law for a landlord to show you a property’s Energy Performance Certificate (EPC) when you look around - free of charge. This six-page document gives you an idea of how energy efficient the property is and what it may cost to heat.

Quiet enjoyment: It is an implied term that the tenant has the right to undisturbed use and enjoyment of the property, including the right to exclude others from the premises, the right to peace and quiet and clean surroundings, with basic services like heat and hot water.

24 hour's notice: As part of the right to quiet enjoyment of the property, tenants are entitled to receive notification of the date, time and purpose of a visit by the landlord or any of the landlord's colleagues or staff 24 hours in advance. The only exception to this is emergency situations or similar, where it is not possible or practical for 24 hour's notice to be given.

Repairs: By law, the landlord is responsible for maintaining and fixing the structure of the property, as well as ensuring the water, gas, sewerage and electricity installations at the property are in good working order. Contracts can give the landlord extra obligations but cannot remove these legal minimums. Not all contracts set out the landlord's repairing obligations clearly but may refer to "section 11 of the Landlord and Tenant Act 1985."

Taking care of the property: Tenants are required to take reasonable care of the property and to carry out small jobs in accordance with the contract (e.g. changing light bulbs, unblocking sinks). Failure to do so can result in deposit deductions or money claims by the landlord.

Reporting damages: Tenants are required to report all damages and breakages that need repair to the landlord in a timely fashion to ensure the problem does not escalate. Not all breakages will be the responsibility of the landlord to fix, as the tenants will have to pay for any breakages they cause, which are not the result of normal daily living in the property.

Water/pipes: The contract will often note that tenant is responsible for turning off the water supply in the winter if they leave the property to prevent the pipes from freezing and bursting. Any damage caused by a failure to do so could result in repair charges being passed on to the tenant.

Damp, mould and condensation: Mould can sometimes be caused by condensation due to the tenant's lifestyle. Preventing mould in a property, or ensuring mould problems do not escalate, is normally the tenant's responsibility, unless it is being caused by an underlying structural problem in the building. This can be complicated, but in general tenants should take steps such as keeping the bathroom door shut during and after a bath or shower; keeping large items away from walls; avoiding drying clothes in a room with no ventilation; closing the kitchen door and opening a window or using an extractor fan when cooking; covering pans when boiling; maintaining low constant heating then increasing as and when required; and ensuring the landlord is aware of any problems with the heating.

Rent days: Rent is payable on the days specified in the contract and charges for late payments can be incurred by the tenant, if outlined in the contract.

Utilities: If bills for utilities are included in the total rent for the property, the landlord is responsible for paying the supplier and the landlord's name should appear on the bills. If not included in the total rent for the property, it is the responsibility of the tenant to pay the supplier and their name(s) should be on the bill. Whether bills are included or not, the tenant should take meter readings at the beginning of the tenancy, so that they are not charged for the previous tenant's utility usage.

TV Licence: Unless this is specifically included in the rent, the tenant is responsible for obtaining a TV licence if there is a television in the property, even if it belongs to the landlord.

Council Tax: Tenants of the property, not the landlord, are liable for council tax. Any adult occupiers who are students are entitled to exemption and if there is only one non-student in a property with students, they can receive a 25% discount.

Insurance: The landlord will have property insurance, which will cover any damage to the property. Unless specified in the contract, the landlord does not have to provide contents insurance that covers each tenant's possessions. It is recommended that tenants purchase their own individual insurance policy to cover their items.

For more information, contact the Information and Advice Service

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