

HOUSING GUIDE



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Why read this guide?

Here at Beds SU, we appreciate that one of the things that students need, to achieve academically, is access to stable and secure housing. Housing is one of the things that you may wish to arrange as soon as you can, to focus on more important things. However, it is not always a good idea to sign up for housing without considering some of the important legal and financial consequences of entering into an agreement for housing and signing a contract. We recommend you:

DON'T RUSH TO RENT

Each year, our advice team support students who have rushed into taking out rental agreements for private rented accommodation or purpose-built student accommodation (also known as 'halls of residence') too early and then been unable to leave the contract.



There is no 'cooling off' period for rental agreements

NO COOLING OFF PERIOD for rental agreements for housing. This means that as soon as the contract is signed by both the tenant and the landlord, the contract is legally binding and you are liable for the rent stated in the contract.






If you are thinking of applying for private accommodation in the next few months, you should ask to see a copy of the tenancy agreement before you pay a holding deposit*. Only pay a holding deposit if you're serious about taking on the tenancy. The landlord or agent might keep the money if you decide not to go ahead.

*(A holding deposit is a payment to a landlord or agent to reserve a property)



Before you sign

We know this can sound scary, but if you understand your rights and responsibilities before you sign up for accommodation, the majority of tenants will have hassle-free experiences. As a bare minimum you should ensure you have answers for the following questions before signing any contract:

-  **When am I expected to pay my rent?**
-  **How long is my contract for?**
-  **Are there any extras that aren't in the price that I will need to pay for?**
-  **If my circumstances change and I need to pull out of my contract for any reason, what are the consequences?**
-  **If the university is closed or I have my access restricted for any reason (e.g. COVID lockdown) will I be entitled to a refund?**

A lot of students don't realise that even if you leave University, you will still be liable for any rent that you have signed up for. The landlord could decide not to pursue you for the rent owed in the contract (for example, if they find someone else to rent the property at the same rent that is in your contract), but they are not legally obliged to do this.



COVID-19 and Housing

There are many issues relating to the current COVID crisis that may make arranging accommodation different and more difficult this year and next year. There are still options you can take to sort this out without it affecting your academic work.

We recommend that you think carefully and check the Tenancy Agreement/T&C's of any provider, especially in the global pandemic. You may wish to seek additional reassurance/flexibility about what happens if your course changes to completely online, does not run the way you expect in the future or you are unable to move due to local lockdown or quarantine rules.

We are aware some private hall providers are offering applicants 'free cancellation' options. However, on closer inspection these are usually only in very specific circumstances so are limited/restricted (e.g. if you can supply lots of medical evidence), so we advise you to be clear on what you are signing up for.

You may have seen rent strikes in the press when students ended up in dispute with their landlords/accommodation providers and withheld rent. Withholding rent can put your tenancy at risk and leave you vulnerable to becoming homeless, so we would not normally recommend this course of action.

Viewings and Rights

The National Union of Students has produced a handy [House Hunting Checklist](#) to help you in viewings.

Whilst viewing a property virtually goes some way to showing you a property, we strongly advise caution before paying a holding deposit or signing a contract for a property you have not seen. If you do need to view a property in person you should follow the [current government guidelines*](#) on viewing properties during COVID-19. As of the start of August 2021, these are:

Viewings – There are no legal limits on the households which may view a home in person. We would, however, continue to recommend that renters take advantage of any opportunities to view homes remotely before committing to view in person.

You should consider wearing a face covering while you are viewing a property.

If you are reading this guide later in the academic year, we recommend reviewing the [current government guidelines](#) yourself.



Your Rights & Responsibilities

A lot of the information in this guide helps you to understand your rights when you enter into tenancy contracts for housing, but you do also have responsibilities that you need to uphold.

As with any other contract, if you do not hold up your end of the deal, you may breach the contract and your landlord may look to end your tenancy:



You – the tenant – **MUST:**

Pay your rent, in line with the agreed payment schedule. The obligation for the tenant to pay rent is well established in law and you will be liable to pay any withheld rent in most circumstances. Withholding rent can also put your tenancy at risk and leave you vulnerable to becoming homeless, so it is not something we recommend that you consider.

Care for the property in a responsible way.

You should:

- keep it clean
- not damage the property and make sure your guests don't either
- carry out minor maintenance such as replacing smoke alarm batteries, changing a light bulb or replacing a fuse
- keep chimneys and ventilation free of blockages.
- ensure that any appliances or furniture you own are well maintained and not causing damage to the property.

Normally pay for repairs if you cause damage to the property, even if it's accidental. You shouldn't, however, have to pay for normal wear and tear to your home. More information about wear and tear can be found [here](#).

What happens if I don't/can't pay my rent?

Getting into debt is not only stressful, but it can have serious consequences on your credit rating and even end up in court if you are unable to keep up with payments.

Debt can build up in many ways but is most often accrued through using credit cards, accessing bank loans and overdrafts, rent arrears, utility company bills and financial contracts, for example, a mobile phone.

Checking your account balances regularly is essential. With mobile banking and smartphone apps, it's easier than ever to keep an eye on your bank account so there are no excuses when it comes to knowing how much you have to spend and making sure that your standing orders, direct debits and loan payments are all in order.



If you do find yourself in a position where you cannot afford your outgoings, then the most important thing to do is to not ignore the situation as it will not go away. It is important to have a conversation with people who can help.

You can also find support on debt here:

[UoB Student Money Advice – including student budgeting workshop](#)

[UoB Access to Learning Fund](#)

[National Debt Line](#)

[Money Advice Service](#)

What does my landlord have to do?

Whether you are renting in halls of residence or from a private landlord, both landlords and tenants have obligations to each other. Here is a very useful [How To Rent leaflet](#) from the government explaining tenant and landlord rights.

The tenancy agreement that you sign will lay out the responsibilities of the landlord and the tenant. If the landlord does not carry out their responsibilities under the tenancy agreement then there may be grounds for complaint under the agreement. However, there are very few grounds in law where a tenant is legally justifiable in withholding their rent. You cannot therefore just decide not to pay your rent to try and resolve a problem.

[Click here](#) to find a housing specialist to provide advice and information.

Your landlord/agent MUST NOT:

- Charge you fees for entering into a tenancy. Formerly known as 'administration fees' or 'agency fees', these were banned by the Tenant Fees Act for all contracts signed or renewed after 1 June 2019. Read about the only payments that are acceptable in the [government guidance to tenants](#).
- Ask for more than 6 weeks' rent as deposit (security for the landlord against any damage or unpaid rent)



Your landlord/agent MUST:

Allow you “quiet enjoyment of their property”. This means that a landlord shouldn’t just turn up unannounced and expect to access the property. If they do you are not legally obliged to let them in. If the landlord wishes to access the property they need to do the following things:

- Provide at least 24 hours written notice to the tenant that they intend to enter the property
- Explain who will enter the property and the reason for them doing so
- Only access the property at a reasonable time of day.

Protect your deposit in a government-backed tenancy deposit scheme no later than 30 days after you have paid it, notifying you of:

- How the deposit is protected;
- The name and contact details of the tenancy deposit protection scheme and its dispute resolution service;
- Their (or the letting agency’s) name and contact details;
- The name and contact details of any third party that’s paid the deposit;
- Why they would keep some or all of the deposit;
- How to apply to get the deposit back;
- What to do if you can’t get hold of the landlord at the end of the tenancy;
- What to do if there’s a dispute over the deposit.

Note, from 1st June 2019, this deposit cannot be more than 6 weeks’ rent.

Your landlord is always responsible for repairs to:

- The structure and exterior of the building including the walls, stairs and bannisters, roof, external doors and windows;
- Sinks, baths, toilets, pipes and drains;
- Heating and hot water;
- Fixing chimneys and ventilation if they fall into disrepair (although you’ll have to keep them clear of blockages);
- Gas appliances;
- Electrical wiring;
- Any damage to internal decorations caused by repair problems they are responsible for or while repairs were carried out.
- Your landlord is also usually responsible for repairing common areas, for example, staircases in blocks of flats, although you should check your tenancy agreement if you’re unsure about this.
- Please [click here](#) for further advice and information.



Shared Accommodation

Shared accommodation is when you're planning to share a whole property with another person. Planning on moving into shared accommodation? Make sure you check how your contract will make you responsible and accountable to your landlord (for example, for rent arrears and damage to the property). You should ask will I have **joint liability** or **individual liability**?

If you all sign one contract and agree to rent the property at the same time, you will have joint liability: this means you will share liability equally, even if you didn't cause it. If one tenant moves out, the remaining tenants can be pursued for their money owed.

If you sign individual contracts with your landlord, you have individual liability for damage within your room, and a share of any damage in communal spaces (if they cannot find out who was responsible). If one tenant moves out, you cannot be asked to cover their rent.



Shelter is a housing and homelessness charity and an excellent source of advice and guidance. [Check out their video on negotiating an end to your contract.](#)



Houses with multiple occupants (HMOs)

A House with multiple occupants is when you rent a room in a house share. Your landlord usually has extra legal responsibilities if the home that you rent is a house in multiple occupation or HMO. The extra rules are there to reduce the risk of fire and to make sure that the people living in shared houses or flats have adequate facilities. Many student properties are classed as HMO's, although halls of residence and other types of student accommodation owned by educational establishments are not classed as HMOs.

Your landlord may need a licence from the council if they manage a house of multiple occupants and these licences need to be available to the tenants.



Landlords of HMOs must make sure that:

- Proper fire safety measures are in place, including working smoke alarms;
- Annual gas safety checks are carried out;
- The electrics are checked every 5 years;
- The property is not overcrowded;
- There are enough cooking and bathroom facilities for the number living there;
- Communal areas and shared facilities are clean and in good repair;
- There are enough rubbish bins/bags.



You need us, we're here

Beds SU's Advice Service can help you to understand your rights, contracts and much more.

Simply email us on help@bedssu.co.uk

