

Definitions and Interpretations

In this tenancy agreement the following words and expressions have the following meanings;

Administration Fee means the fee as set out in the schedule of charges which are available to view on our website

Building means the site stated in your tenancy details

Building Common Areas means the areas in and around the building provided by the landlord such as the entrance hall, stairs, corridors, and any laundry, courtyard, car park, footpaths, driveways, lifts, bicycle stores, gymnasium and all its contents

Contents means the furnishings and effects to be found in the room or the flat common parts as listed in the inventory provided to the tenant on moving in to the property

Flat means the flat as indicated in your tenancy agreement

Flat Common Parts means the fixtures and fittings within the flat excluding service media

Property means the property as indicated in your tenancy agreement

Room means the room as indicated in your tenancy agreement

Service Media means central heating, hot water systems, electrical services for power, lighting, drainage, water services and any data services provided

Guarantor means the person as shown in your principal terms above

Guarantor Agreement means a document issued to the guarantor on agreeing to act as guarantor for the named tenant in this agreement

Working days any day which is not a Saturday, Sunday, a bank holiday or a public holiday. When used in this tenancy agreement the expression “us”, “we” and “our” shall be taken as references to the landlord and the expressions “you” and “your” shall be taken as references to the tenant.

Where any party to this Tenancy Agreement comprises two or more persons, all their obligations can be enforced against them jointly or severally.

1. The Letting

- 1.1. Subject to payment of rent due on the room before the tenancy commences and returning all requested documentation to the landlord, we let the room to you for the tenancy period as stated in the principals of the agreement subject to the following terms and conditions
- 1.2. The tenancy will commence from the tenancy start date as stated in the principals of this agreement
- 1.3. The tenancy will end on the tenancy end date as stated in the principals of this agreement

- 1.4. Subject to you complying with the conditions as detailed in this agreement, you are granted the right to use the building common areas and Flat common parts in common with us and all other tenants of the building and all other person from time to time duly authorised by us
- 1.5. We reserve for ourselves and all those authorised by us the following rights over the room indicated in the principals of this agreement;
 - 1.5.1. the right to enter the room and flat common parts giving 24 hours' notice to you to perform our obligations in the agreement or for any other reasonable purpose
 - 1.5.2. notice is not required when a situation is deemed as an emergency or we suspect criminal activity is taking place and we require immediate access
- 1.6. This tenancy is granted to you on the understanding that during the full period of the tenancy you will be a full time (over 21 hours per week) student of an officially recognised UK University or College. If at any time during the tenancy you lose your student status, we as the landlord may take steps to end the tenancy.
- 1.7. Should you lose your student status during your tenancy you will be responsible for any council tax charges due for your Flat/ Room and this charge should be paid directly to the local council

2. Security Deposit

- 2.1. The security deposit is safeguarded by the Tenancy Deposit Scheme, secured by My Deposits
- 2.2. We agree to hold all deposits in accordance with TDS rules. At the end of your tenancy, we are entitled to withhold returning proportions from the deposit for such reasons;
 - 2.2.1. to make good any damages to the room, room items, the flat or shared items (except for fair wear and tear)
 - 2.2.2. replace any room or shared items which are missing from the room or the flat
 - 2.2.3. cover any arrears which are on your account for both rent or other charges that may have been incurred during your tenancy that are outstanding
 - 2.2.4. To pay for the room, room items, the flat or shared items to be cleaned at the end of your tenancy
- 2.3. Any deduction taken from the deposit for the above reasons will be done so in accordance with our schedule of charges as displayed on our website
- 2.4. At the end of your tenancy the balance of your deposit will be released to you to retrieve from My Deposits within 28 working days. This release is emailed to you by My Deposits
- 2.5. If you would like to dispute any deductions from your deposit please email or write to us within 20 working days from being notified of your deposit deductions

3. Guarantor

- 3.1. The guarantor is the named person in the principal details in this contract

- 3.2. The guarantor guarantees to us that the Tenant shall pay any charges, including the rent, due under this agreement and observe and perform the tenant obligations and covenants of this agreement and that if the Tenant fails to pay any of those charges or to observe or perform any of those tenant obligations and covenants, the guarantor shall pay or observe and perform them.
- 3.3. The guarantor covenants with us as principal obligor and as a separate and independent obligation and liability from its obligations and liabilities under clause 3.2 to indemnify and keep indemnified us against any failure by the Tenant to pay any of the charges, including the rent, due under this agreement or any failure to observe or perform any of the tenant obligations and covenants of this agreement.
- 3.4. By agreeing to act as guarantor for the above-named tenant you are confirming that you are;
 - in full time employment or have an annual income which equates to at least 3 times that of the annual rental amount
 - Aged 21 or over and living in the UK
 - Able to provide proof of NI number and proof of address
- 3.5. By signing our guarantor document, you are confirming you have freely accepted to act as guarantor for the named tenant in the principals of this agreement
- 3.6. All guarantor documents required as stated in clause 3.7 should be sent to us within 14 days of a contract being accepted by the tenant. If we have not received and approved all documents by the 1st August, we have the right to change your payment options to full instalment. This will be confirmed via email once completed
- 3.7. The required guarantor documents are;
 - signed guarantor agreement
 - proof of guarantor address
 - proof of NI number

4. The Tenant Obligations

- 4.1. Possession - To move in to the property at or after the start of the tenancy term, not to part with possession of it and not to assign or sublet the whole or any part of it
- 4.2. Rent - To pay the rent in accordance with your payment terms as stated in the principals of this agreement. If you default on any rent or charge incurred during your tenancy, and we are required to send these defaulted arrears to a third party for collections you may incur costs
- 4.3. Services - To not alter, makes amendments or additions to the services provided within your flat or room. You will be held responsible for meeting any additional costs for broadband, telephone, or any service resulting from the tenant's unauthorised purchase or instruction
- 4.4. Licences - To purchase a TV license for the duration of your stay if you wish to view any live or streamed television signals or any other form of television viewing that requires a license

4.4.1. Where a television is provided by us within the shared area of the flat of which the property forms part, we are responsible for the purchase of a TV licence for this equipment for all applicable sites.

4.5. Inventory

4.5.1. On check in we will provide you with an inventory stating the conditions of your room and flat at the start of your tenancy including all items in your flat and room. It is your responsibility to inform us of any disputes for the condition of your flat or room or of any items missing within your flat or room.

4.5.2. Your inventory will be made available to you once you have checked in to your room and will be available on your student portal. All inventories should be submitted to us within 48 hours of you checking in to your room, failure to do so will be you agreeing and accepting the inventory is correct. Any discrepancies submitted or reported after your 48-hour period will not be accepted.

4.6. Use of Property

4.6.1. To use the room as a residential purpose only and not use the property for business or any other commercial activity

4.6.2. To not tamper, interfere, alter or cover any fire safety equipment including fire extinguishers, fire blankets, and fire alarm systems including smoke detectors and to take reasonable steps to ensure unwarranted fire alarm activations are avoided

4.6.3. To not use, store or keep any dangerous or flammable goods, materials or substances, including firearms or any other explosive material, in the property of communal areas

4.6.4. To keep your flat, room and any landlord communal areas clean and tidy and free from rubbish and any other items at all times. If you are found to have caused any obstruction to the said areas, we acting reasonably, may charge you for the costs of removing the obstruction

4.6.5. To use any communal facilities for their intended purpose having regards to the safety of yourself and others around you at all times

4.6.6. To not tamper with or adjust in any way safety controls to any windows as to override the safety mechanism which has the effect of enabling a window to open to a greater extent than the safety designed limits

4.6.7. To take all reasonable steps to ensure that the room and the flat are kept secure from the intrusion of unauthorised persons (including shutting and locking windows and doors when you leave)

4.6.8. To not bring or keep a bicycle in your room, flat or communal area where this is prohibited. If the property has a bicycle storage area, then this must be used

-
- 4.6.9. To not bring any animals or pets in to the building as they are strictly prohibited from being kept on site
 - 4.6.10. To not smoke anywhere on our property, this includes your room, flat and all communal areas with the exclusion of designated external smoking areas
 - 4.6.11. To not keep or store in your room, flat or the building any gas or oil heater, any fuel burning appliance including but not limited to candles, incense sticks or BBQ equipment
 - 4.6.12. To not keep or store in your room, flat or the building any equipment or furnishings not compliant with fire safety regulations
 - 4.6.13. To notify us, in writing, if your room will be vacant for 4 weeks or more. To notify us immediately if your immigration status changes.
 - 4.6.14. To not do anything which has the effect of invalidating the insurance that the Landlord has taken out in accordance with clause 8.
 - 4.6.15. To not remove any items from your room or shared items from the flat
- 4.7. Maintenance & Repairs
- 4.7.1. To promptly notify us of any damage to or defect in your room, flat or landlord communal areas which require repair or replacement.
 - 4.7.2. If damage is found within a flat, room or landlord communal area and we deem it to be malicious then the charge for making the damage right will be proportioned to all tenants within the flat or to all tenants within the block or to the tenant who was solely responsible for the damage in either the room, flat or landlord communal area
 - 4.7.3. To keep the flat in the same condition as found at the start of your tenancy for the duration of your stay allowing for fair wear and tear
 - 4.7.4. To keep the interior of the property in a clean condition and to carry out required cleaning to the property or flat when requested to do so by the landlord. You are responsible for meeting any costs we incur for carrying out cleaning within the property or flat where we have determined that the standard of hygiene is below an acceptable standard
 - 4.7.5. To ensure your flat and room at the property are properly ventilated to help prevent condensation. If there is any condensation to wipe it down and clean any surfaces when necessary to prevent mould building up or damage to the property or flat or its fixtures and fittings
 - 4.7.6. To report any infestation of pests or vermin promptly to us on it coming to your attention
- 4.8. Your Keys, Fob or Entry Card
- 4.8.1. To not duplicate any entry access keys, fobs or cards or give your entry key, fob or card to any other person allowing them access to the room, flat or building

4.8.2. To report any lost or stolen keys to the Police asking for a crime reference when doing so

4.8.3. To pay an administration fee to us for any lost or misplaced keys, fobs or cards that are to be replaced. No replacement door entry keys, fobs or cards will be given to a student without a crime reference number.

4.9. Nuisance and Anti-Social Behaviour

4.9.1. Not to cause, or allow household members, or visitors to engage in anti-social behaviour, which means any conduct causing or capable of causing a nuisance or annoyance to the landlord, other occupiers, neighbours or people engaging in lawful activity within the locality. (Examples of anti-social behaviour include failure to control dogs or children, leaving gardens untidy, not properly disposing of rubbish, inconsiderate use of the property, as well as more serious problems such as noise, violent and criminal behaviour, domestic abuse, the supply and use of controlled drugs, and intimidation, harassment or victimisation on the grounds of a person's race, sex (gender), sexual orientation, disability, age, religion or belief, pregnancy or maternity status, socio economic status)

4.9.2. We will not tolerate behaviour which causes or is likely to cause nuisance or annoyance or damage to neighbouring, adjoining or adjacent premises or to any person. Such behaviour includes but is not limited to:

- Making false and malicious complaints about another tenant, employee or contractor
- Excessive noise such as loud music
- Offensive drunkenness, threat of violence and violent behaviour
- Damage to the property such as breaking fixtures
- Graffiti or vandalising the property
- Using abusive, or offensive language
- Allowing the property to become dirty or unhygienic preventing others from being able to use the space

4.9.3. Not keep or use drugs, the possession or use of which is prohibited by statute (including but not limited to the Misuse of Drugs Act 1971);

4.9.4. Site quiet hours are from 11 PM to 8 AM, between these times we ask all tenants to ensure noise levels are to a minimum and you respect your neighbour's rights to sleep during these hours

4.10. Guests

4.10.1. You are allowed to have occasional overnight guests (2 nights in a 7-day period) within the property but such guests must not take up regular or permanent residence and their presence in the property must comply with all the responsibilities of visitors as set out in this agreement.

4.10.2. You are responsible for the behaviour of every person you allow to enter the property. You are responsible for them in the property, the communal areas and in the locality of the property

-
- 4.10.3. You are responsible to pay for any charges that are incurred by your guest whilst on our property for malicious or non-malicious damage or disturbance caused
 - 4.10.4. We reserve the right to remove or exclude any guest of yours if they are not complying with our terms and conditions in the tenancy agreement, we feel they need to be removed for the safety of others or to safeguard our property
 - 4.11. Parking Restrictions (for our sites in Nottingham only)
 - 4.11.1. Not to keep or use a private motor vehicle within the boundaries of the City of Nottingham (except that such a vehicle may be used, for one journey only, at the beginning and end of each academic term, for the purpose of transporting that person and his or her belongings to or from the site, such vehicle then to be removed from and not otherwise kept or used within the city)

5. Joint Tenancy

- 5.1. This clause applies only where two occupiers have made a joint booking of a room.
- 5.2. A sharing arrangement is offered only on specific rooms at the discretion and approval of the Landlord.
- 5.3. This clause does not apply to rooms where each bed space has been booked separately.
- 5.4. Both occupiers will be Tenants signing a dual Tenancy Agreement and will be jointly and severally liable for all costs (incidental or otherwise) for the joint room
- 5.5. Either or both of the Tenants will be required to make any or all the payments due under this Tenancy Agreement. The Landlord is under no obligation to collect a proportion of the money from each person.
- 5.6. If either of the Tenants wish to vacate the room both the Tenants will remain fully liable for their obligations in these terms and conditions, unless the Landlord formally releases the person who vacates and assigns their liability to the remaining Tenant. The Landlord will only consent to the release of one Tenant before the Tenancy End Date in exceptional circumstances.
- 5.7. If Tenants are wishing to pay via instalments both will have to use the same guarantor

6. Landlord Obligations

We agree to;

- 6.1. Give you the possession of the property at the start of this agreement together with the right to use the front door, entrance hall, staircase and landings in the building in which the property is located and to use the flat communal areas of which the property forms part and communal areas or any other facilities provided for the use of residents of the building in which the property is located

6.2. Right to possession of the property will only be granted if all obligations prior to the tenancy starting has been completed by you

6.3. Not to interrupt or interfere with your peaceful right to occupy the property except where;

- access is required subject to reasonable notice, in accordance with clause 1.5
- we are entitled to possession at the end of the tenancy

6.4. Room Moves

6.4.1. We have the right to change your room number but not room type prior to your tenancy starting without notice

6.4.2. We have the right to move your rooms once your tenancy has started for the following reasons (but not limited to);

- we are unable to complete repair works in your room or flat whilst it is occupied
- where the room or flat is in disrepair and we deem it unfit for occupation

6.4.3. Should you request to move rooms, we will attempt to provide the same room type however we are under no obligation to do so. If we are able to provide alternative accommodation this will be offered to you, should you accept this offer you will pay us an administration fee as advertised on our website and enter in to a new tenancy agreement for your new room paying all fees owed on your old and new room

6.5. Repair

6.5.1. We shall maintain and where appropriate keep in proper working order;

- the structure of the building
- heating and lighting to the building were provided by us
- installations for the supply of gas, electricity and water
- all fittings, furnishings and equipment provided within your flat and room and the communal areas of the building that have been supplied by us

6.5.2. We shall carry out all repairs for which we are responsible within reasonable timescales as set out in our service level agreement available on our website

6.6. Complaints

6.6.1. We will address all complaints in line with our company complaints procedure which is available on our website

7. Data Protection

7.1. Personal Data provided to dwell in the course of the registration and application process on our student portal and during the term of this tenancy agreement will be collected, stored and processed in accordance with GDPR and our Privacy Policy which can be found on our website: <https://www.dwellstudent.co.uk/>

7.2. We may liaise with your University on matters relating to your occupation of the property, including where you do not comply with our behavioural standard and requirements or if you are in arrears with your rent payments. We may share such personal data with your University

as we deem reasonable and necessary as part of our debt recovery process, to recover sums due from you to us and to protect our business and legitimate interests.

8. Insurance

- 8.1. We will purchase a personal belongings insurance on your behalf that is included in your rent and make you aware of this insurance prior to your check in.
- 8.2. We take no responsibility for your possessions or belongings or the performance of the insurer of the contents policy.
- 8.3. We would encourage you to review our insurance cover provided and make alternative arrangements should you need additional cover.

9. Ending Your Tenancy Agreement Early

The Tenant

- 9.1. You must not sublet your room or transfer your tenancy to any other person without approval from us
- 9.2. You cannot end your tenancy agreement before the end of the contract term. However, should you be able to find a suitable replacement tenant to take over your contract and the below criteria has been completed we would be able to release you from your tenancy;
 - a replacement tenant has been found who has been approved by us as a suitable tenant
 - you have paid any administration fees owed to us for transferring your tenancy along with any rent owed on the room up to the end of your tenancy period
 - paid any reasonable charges that are ascertained during an inspection of the flat and room at the end of your tenancy period
 - the new tenant has paid all deposits owed and any rent owing on the room
 - the new tenant has signed a tenancy agreement with us for a period that is equal to the rest of your fixed term
 - the new tenant has provided all documents required including guarantor information if applicable
- 9.3. Only once all of the above criteria have been met would your liability under this tenancy agreement end
- 9.4. Failure of a new tenant signing a tenancy agreement for the room and fulfilling all criteria will mean you are liable for all rent on the room until the end date set out in the principals of this contract.

10. Ending Your Tenancy Agreement Early

The Landlord

- 10.1. We may end your tenancy agreement by serving a notice on you and obtaining a court order for possession of the property by one of the methods as stated below;

- any instalment of rent is not received in full within 21 days of the date when the rent was due
- you fail to comply with any of the tenant obligations under this tenancy agreement
- you are declared bankrupt under the Insolvency Act 1986
- you cease to be a full-time student
- fire or damage renders the room or flat unfit for occupation
- any of the grounds for possession stated in section 7 (6)(a) of the Housing Act 1998

11. Ending Your Tenancy Before It Starts

- 11.1. Up to and including the 31st of July you are able to cancel your tenancy agreement with us within 3 days (the cooling off period) of you accepting the agreement. Should you cancel within this time, you will be released from your tenancy with no liability to pay any rent on the room.
- 11.2. If you wish to cancel before the 31st of July, outside your 3-day cooling off period, you are still liable for the monies as set out in this agreement unless clause 9.3 is met
- 11.3. From the 1st of August you are not able to cancel your agreement and you will be tied into the contract unless clause 9.3 is met

12. At The End of This Agreement

- 12.1. When your tenancy comes to an end you will vacate the room and remove all of your belongings leaving the room and the room items in the same condition as found at the start of the tenancy period.
- 12.2. You must return all keys, fobs and access cards to us at the end of your tenancy. Failure to do so may result in you receiving charges as set out in our schedule of charges on our website
- 12.3. Should you leave anything behind in your room we will dispose of all items and you will be responsible for meeting all reasonable costs incurred for disposal
- 12.4. If you are responsible for any unpaid debts or court judgements registered against the property, you must make sure all are unregistered to the property before or at the end of the tenancy. You will be responsible for paying to us any costs or expenses that may result from registered debt or court judgements in your name still listed at the property
- 12.5. At the end of your tenancy, you must provide a forwarding address to contact you on should we require

13. Notices

- 13.1. Any notice sent to us in connection with this agreement shall be deemed to have been properly served if it has been sent by 1st class post or hand delivered to our address as stated in the principals of this agreement
- 13.2. Any notice sent to you in connection with this agreement will be deemed as being properly served if it is sent 1st class post or if we have hand delivered this to your room or home address

13.3. Any notice served on you or your guarantor where applicable will be served on the addresses as stated in the principals of this agreement

13.4. At the date of this tenancy agreement rent and any associated charges are not subject to value added tax (VAT). If there is any change to the current legislation and VAT becomes applicable (within the period of your tenancy) then the company will apply that rate of VAT at the appropriate time to the published prices.

14. Limitation of Liability

14.1. In this Tenancy Agreement, the Landlord excludes liability for things that may go wrong. There are exclusions or limitations of liability relating to the following:

14.1.1. You are to provide us with details of an emergency contact and next of kin.

14.1.2. You agree that if we deem there is cause for concern for the health, safety or welfare of yourself then we may contact and inform the next of kin. You are to ensure that all contact details are up to date and accurate.

14.1.3. Interruption to services - We shall not be liable for loss of or interruption to any services to the building if reasonable attempts have been made to restore the supply

14.1.4. Delay in Tenancy Start Date - We shall not be liable for any loss incurred due to a delay in Tenancy Start Date beyond a refund of any Rent paid in advance for the period for which the Tenant cannot occupy the room.

14.1.5. Disruption caused by works - We may carry out works on any property we own or manage near or next to the building. We will, where possible, give you reasonable advance notice of any such works. Whilst we will use all reasonable endeavours to minimise disturbance and inconvenience to you, in some cases (depending on the nature of the work) disturbance and inconvenience will be unavoidable. We will not be liable to you for noise, dust, vibration, interruption of services or inconvenience to you caused by any such works

14.2. We will not be liable to you for breach of contract if it is prevented from, or delayed in, performing its obligations due to circumstances or causes beyond its reasonable control.

14.3. With the exception of claims for death or personal injury, our total liability under your contract is limited to the total rent paid by you for the tenancy period

15. Governing Law and Enforceability

15.1. This agreement and any dispute or claim arising out of or in connection with it or its subject matter will be governed by and construed in accordance with the law of England and Wales

16. Utilities and Fair Usage

16.1. Gas, Electricity and Water charges are included in the advertised rate subject to the Landlord's Fair Usage Limit. The Landlord's Fair Usage Limit is to be the Of gem statistic averaging UK domestic utility usage on a per person basis as published from time to time or in the event that such figure is no longer freely and readily available the average usage will be determined

by the Landlord and/or their Agent. The decision of the Landlord and/or their Agent concerning average utility usage is final. Any Gas, Electricity or Water usage above the Landlord's Fair Usage Limit will be recharged to the Tenant on a per unit basis at the price charged to the Landlord by the relevant utility provider together with the Landlord's Administration Fee (to be charged each month the Landlord's Fair Usage Limit is exceeded and per utility exceeding the limit).

HOW TO...

RENT

The checklist for
renting in England



Contents

1. Assured shorthold tenancies	3	5. Living in your rented home	11
2. Before you start	4	The tenant must...	11
Key questions	4	The tenant should...	11
Ways to rent a property	5	The landlord must...	12
3. Looking for your new home	6	The landlord should...	12
Things to check	6	6. At the end of the fixed period	13
Licensing requirements	8	If you want to stay	13
4. When you've found a place	9	If you or the landlord want to end the tenancy	13
Check the paperwork	9	7. If things go wrong	15
		Protection from eviction	16
		8. Further sources of information	17

Please be aware that some advice in this guide may be affected by the latest coronavirus (COVID-19) guidance for renting.

Please refer to guidance for landlords, tenants and local authorities reflecting the current COVID-19 outbreak.

The landlord, or the letting agent, should give the current version of this guide to the tenant when a new assured shorthold tenancy starts. There is no requirement for a landlord to provide the document again if the assured shorthold tenancy is renewed, unless the document has been updated.

Who is this guide for?



This guide is for people who are renting a home privately under an assured shorthold tenancy, either direct from a landlord or through a letting agency. Most of it will equally apply if you are in a shared property but in certain cases, [your rights and responsibilities will vary](#).

The guide does not cover [lodgers](#) (people who live with their landlord) or people with [licences](#) (such as many property guardians – see this [specific guidance](#)) – nor tenants where the property is not their main or only home.

1. Assured shorthold tenancies

When you enter an [assured shorthold tenancy](#) – the most common type – you are entering into a contractual arrangement.

This gives you some important rights as well as some responsibilities.

This guide will help you to understand what your rights are, what responsibilities you have and what questions to ask.

This will help you create a positive relationship with your landlord, but will also tell you how to get help if things go wrong.

Take your time to read documents and contracts carefully. When you rent a home, people sometimes expect you to make a quick decision, or to sign documents before you've had time to think about them.

You shouldn't feel forced into a decision and it is important to understand the terms and conditions of any contract you are agreeing to before you sign it.

Your landlord must provide you with a copy of this guide, so **use the checklist and keep it safe** to protect yourself from problems at every stage.



2. Before you start

Key questions

- **Is the landlord or letting agent trying to charge any fees?** For example, for holding the property, viewing the property or setting up a tenancy agreement? Since 1 June 2019, most fees charged in connection with a tenancy are banned. A charge to reserve a property is permitted but it must be refundable and it cannot equate to more than 1 weeks' rent. Viewing fees and tenancy set-up fees are not allowed. See ['Permitted fees'](#) below for more details.
- **How much is the deposit?** Since 1 June 2019, there has also been a cap on the deposit that the tenant is required to pay at the start of the tenancy. If the total annual rent is less than £50,000, the maximum deposit is 5 weeks' rent. If the annual rent is £50,000 or above, the maximum deposit is 6 weeks' rent. The deposit must be refundable at the end of the tenancy, usually subject to the rent being paid and the property being returned in good condition, and it must be 'protected' during the tenancy. See ['Deposit protection'](#) below.
- **How long do you want the tenancy for?** The landlord must allow you to stay in the property for a minimum of 6 months. Most landlords offer tenancies for a fixed term of 6 or 12 months. However, it is possible to negotiate a longer tenancy. Alternatively, you could agree to a tenancy which rolls over on a weekly or monthly basis. These tenancies have no fixed end date, but the landlord must allow you to stay in the property for at least 6 months.
- **What can you afford?** Think about how much rent [you can afford to pay](#): 35% of your take-home pay is the most that many people can afford, but this depends on what your other outgoings are (for example, whether you have children).
- **Are you are entitled to Housing Benefit or Universal Credit?** If so, you may get help with all or part of your rent. If you are renting from a private landlord you may receive up to the Local Housing Allowance (LHA) rate to cover or help with the cost of rent. Check with this [online calculator](#) to see if you can afford to live in the area you want. You should also look at this advice about [managing rent payments on Universal Credit](#).
- **Which area you would like to live in and how you are going to look for a rented home?** The larger the area where you are prepared to look, the better the chance of finding the right home for you.
- **Do you have your documents ready?** Landlords and agents will want to confirm your identity, [immigration status](#), credit history and possibly employment status.
- **Do you have the right to rent property?** Landlords in England must check that all people aged 18 or over, living in their property as their only or main home have the right to rent. Landlords must carry out this check before the start date of your tenancy agreement. There are two types of right to rent checks; a manual document-based check or a check via the Home Office online checking service. Your landlord can't insist which option you choose but not everyone can use the online service.

Further information on how to prove your right to rent to a landlord can be found on [GOV.UK](#).
- **Will you need a rent guarantor?** Some landlords might ask someone to [guarantee your rent](#). If you don't have a guarantor, you can ask [Shelter](#) for advice.

Ways to rent a property

Direct from the landlord

- Look for landlords who belong to an [accreditation scheme](#). Accreditation schemes provide training and support to landlords in fulfilling their legal and ethical responsibilities. Your [local authority](#) can advise you about accreditation schemes operating in your area. The [National Residential Landlords Association](#) and the [Guild of Residential Landlords](#) run national schemes.

Through a letting agent

- Letting agents must be a member of a redress scheme. You should check which [independent redress scheme](#) the agent is a member of in case you have an unresolved dispute.
- If they receive money from you such as rent payments, you should also check they are a member of a client money protection scheme. See a [list of approved schemes](#). By law, this information should also be clearly visible to you at the agent's premises and on their website.
- Reputable agents are often accredited through a professional body such as [ARLA](#), [Propertymark](#), [GPP](#), [Safeagent](#), [RICS](#) or [UKALA](#).



Watch out for scams!

Be clear who you are handing money over to, and why.



3. Looking for your new home

Things to check

- **Deposit cap.** Check that the tenancy deposit you're being asked for is not more than 5 weeks' worth of rent (where annual rent is less than £50,000) or 6 weeks' rent (where annual rent is more than £50,000).
- **Deposit protection.** If the landlord asks for a deposit, check that it will be protected in a [government approved scheme](#). Some schemes hold the money, and some insure it. You may be able to access a [bond or guarantee scheme](#) that will help you put the deposit together. Contact your local authority for advice.
- **You may be offered a deposit replacement product as an alternative to a cash deposit.** A landlord or agent cannot require you to use a deposit replacement product but may allow it as an option without breaking the Tenant Fees Act. There are several different deposit replacement products available on the market. Depending on the product, you may be required to pay a non-refundable fee up-front (often equivalent to one week's rent) and/or a monthly payment for the duration of your tenancy. With most products you will still be responsible for the costs of any damages incurred at the end of the tenancy or required to pay an excess on any claim for damages or unpaid rent. It is strongly advised to always check the terms and conditions and to see if it is regulated by the [Financial Conduct Authority \(FCA\)](#).
- **Length of tenancy.** There is usually a fixed period of 6 or 12 months. If you want more security, it may be worth asking whether the landlord is willing to agree to a longer fixed period. Alternatively, you may be offered a weekly or monthly assured shorthold tenancy which does not last for a fixed period. Even with those tenancies, however, the landlord must allow you to stay in the property for a minimum of 6 months.
- **Smoking and pets.** Check if there are any rules about them, as well as for other things such as keeping a bike, dealing with refuse and recycling.
- **Bills.** Check who is responsible for bills such as electricity, gas, water and council tax. You or the landlord? Usually the tenant pays for these. Advice on paying bills is available [here](#).
- **Fixtures and fittings.** Check you are happy with them, as it is unlikely that you will be able to get them changed once you have moved in.
- **Smoke alarms and carbon monoxide detectors.** Landlords must have **at least** one smoke alarm installed on every storey of a property they let out. In addition, if you have solid fuel appliances like wood burning stoves or open fires, check carbon monoxide detectors must be provided. If not, your landlord must install them. They could save your life.
- **Safety.** Check that the property is safe to live in. Use the [How to rent a safe home](#) guide to help you identify possible hazards.
- **Fitness for human habitation.** Your property must be safe, healthy and free from things that could cause serious harm. If not, you can take your landlord to court. For more information, see the [tenants' guide on using the Homes \(Fitness for Human Habitation\) Act 2018](#). You should also check whether your tenancy agreement excuses you from paying rent should the building become unfit to live in because of, for example, a fire or flood.

Check who your landlord is

Make sure you have the name of your landlord and an address in England or Wales where the landlord will accept service of notices, in writing. Landlords are obliged to provide you with this information and the rent is not 'lawfully due' until they do so.

If the property is a flat, ask whether the landlord is the owner or leaseholder of the flat, and ask whether the freeholder, for example the owner of the block, has agreed to the flat being let out. If the landlord has a mortgage ask whether the mortgage company has agreed to the letting. The landlord may not need the freeholder's consent but, if there is a mortgage, the lender's consent will always be needed. Be aware that you may have to leave the property if the landlord does not keep up the mortgage payments.

If the property is a house, ask whether the landlord is the owner, whether the landlord has a mortgage and whether the mortgage company has agreed to the letting. You may have to leave the property if the landlord does not keep up the mortgage payments.

If the 'landlord' is not the property owner – and they claim to be a tenant, a family member or a friend, be very cautious, as it could be an unlawful sub-letting.

Permitted fees

The government's guidance on the Tenant Fees Act contains information about the fees that letting agents and landlords are prohibited to charge tenants, as well as the fees that are permitted.

Permitted fees are as follows:

- rent
- a refundable tenancy deposit capped at no more than 5 weeks' rent where the total annual rent is less than £50,000, or 6 weeks' rent where the total annual rent is £50,000 or above
- a refundable holding deposit (to reserve a property) capped at no more than 1 week's rent
- payments associated with early termination of the tenancy, when requested by the tenant
- payments capped at £50 (or reasonably incurred costs, if higher) for the variation, assignment or novation of a tenancy
- payments in respect of utilities, communication services, TV licence and Council Tax
- a default fee for late payment of rent and replacement of a lost key/security device giving access to the housing, where required under a tenancy agreement

All other fees, including the following, are banned:

- viewing fees, any charge for viewing the property
- tenancy set up fees, any charge for setting up the tenancy or contracts
- check out fees, any charge for leaving the property
- third party fees, any charge for anything that is done by someone other than the landlord or tenant but that the landlord must pay for

Licensing requirements

Houses in Multiple Occupation (HMOs)

HMOs are usually properties where three or more unrelated people share facilities such as a kitchen or bathroom.

Some HMOs must be [licensed](#). Check that your landlord has the correct licence. Landlords of licensed HMOs **must by law** give tenants a statement of the terms on which they live in the property.

Selective Licensing

Some single family dwellings may also need to be licensed. Check with your local authority whether the house is within a selective licensing scheme area. Selective licensing enables a local housing authority to require all landlords of privately rented housing in a designated area to obtain a licence for each individual property. It gives the local housing authority powers to inspect properties and enforce standards to address specific property issues.



4. When you've found a place

Check the paperwork

- Tenancy Agreement.** Make sure you have a written tenancy agreement and read it carefully to understand your rights and responsibilities before you sign it. The landlord or agent usually provides one, but you can ask the landlord or agent to consider using a different version instead. The government has published a [model tenancy agreement](#) which can be downloaded for free. If you have any concerns about the agreement, seek [advice](#) before you sign. If you are unhappy with the tenancy agreement, the Tenant Fees Act allows tenants to walk away from unfair terms without forfeiting the holding deposit.
- Inventory.** Agree an inventory (or check-in report) with your landlord before you move in and, as an extra safeguard, make sure that you take photos. This will make things easier if there is a dispute about the deposit at the end of the tenancy. If you are happy with the inventory, sign it and keep a copy. From 1 June 2019, landlords/letting agents cannot charge certain fees – see the government's [guidance](#) for more information.
- Meter readings.** Remember to take meter readings when you move in. Take a photo showing the meter reading and the date and time, if possible. This will help make sure you don't pay for the previous tenant's bills.
- Contact details.** Make sure that you have the correct contact details for the landlord or agent, including a telephone number you can use in case of an emergency. You are legally entitled to know the name and address of your landlord.
- Code of practice.** Ask whether your landlord or agent has signed a code of practice, which may give you additional assurance about their conduct and practices.



The landlord must provide you with:

- A copy of this guide 'How to rent: the checklist for renting in England' when a new tenancy starts as a printed copy or, if you agree, via email as a PDF attachment.
- A gas safety certificate. The landlord must provide you with a copy of this certificate before you enter into occupation of the property and must give you a copy of the new certificate after each annual gas safety check, if there is a gas installation or appliance.
- Deposit paperwork. If you have provided a deposit, the landlord must protect it in a government approved scheme within 30 days and provide you prescribed information about it. Make sure you get the official information from your landlord, and that you understand how to get your money back at the end of the tenancy. Keep this information safe as you will need it later.
- The Energy Performance Certificate (EPC). Your landlord must provide you with a copy of the EPC, which contains the energy performance rating of the property you are renting, free of charge at the onset of your tenancy. As of April 2020, all privately rented properties must have an energy performance rating of EPC Band E or above (unless a valid exemption applies) prior to being let out. You can also search online for the EPC and check its rating on <https://www.epcregister.com/>.

The landlord should also provide you with:

- A record of any [electrical inspections](#).
- Under the Electrical Safety Standards in the Private Rented Sector (England) Regulations 2020, landlords have to get their property electrics checked at least every five years by a properly qualified person. This applies to new tenancies from 1 July 2020 and existing tenancies from 1 April 2021. The electrics must be safe and your landlord must give you proof of this. For more information please see our [guidance on electrical safety standards in the private rented sector](#).
- Evidence that smoke alarms and any carbon monoxide alarms are in working order at the start of the tenancy. Tenants should then regularly check they are working.

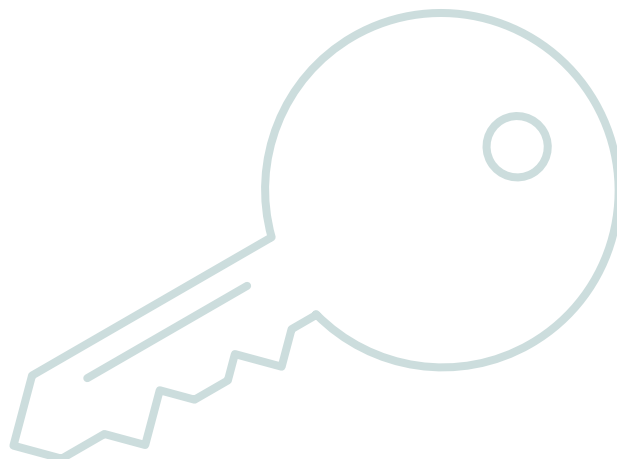
5. Living in your rented home

The tenant must...

- Pay the rent on time.** If your rent is more than 14 days late, you could be liable for a default fee. A default fee for late payment of rent is limited by the Tenant Fees Act to interest on the outstanding amount, capped at 3% above Bank of England base rates. The landlord/agent cannot charge any other fees. For more information, please read the [Government's guidance](#) for tenants on the Tenant Fees Act 2019. Further, you could lose your home because you have breached your tenancy agreement. If you have problems, [GOV.UK](#) has links to further advice. Check out these [practical steps for paying your rent on time](#).
- Pay any other bills** that you are responsible for on time, such as council tax, gas, electricity and water bills. If you pay the gas or electricity bills, you can [choose your own energy supplier](#).
- Look after the property.** Get your landlord's permission before attempting repairs or decorating. It's worth getting contents insurance to cover your possessions too, because the landlord's insurance won't cover your things.
- Be considerate to the neighbours.** Anti-social behaviour may be a reason for your landlord to evict you.
- Not take in a lodger** or sub-let without checking whether you need permission from your landlord.

The tenant should...

- Make sure you know how to operate the boiler and other appliances and know where the stopcock, fuse box and any meters are located.
- Regularly test your smoke alarms and carbon monoxide detectors – at least once a month.
- Report any need for repairs to your landlord. If you think there are any repairs that are needed, you should report these to your landlord. Failure to report the need for repairs could be a breach of your tenancy agreement. In extreme circumstances there may be a risk to your deposit if a minor repair turns into a major problem because you did not [report it](#).
- Consider obtaining insurance for your contents and belongings – the landlord will usually have insurance for the property but it will not cover anything that belongs to you.
- Consider if having a smart meter installed would save you money, if you are responsible for paying the energy bills. Read guidance about your rights and information about how to get a smart meter. We'd recommend that you tell your landlord before you get one.
- And don't forget to [register to vote](#).



The landlord must...

- Maintain the structure** and exterior of the property.
- Ensure the property is free from serious hazards** from the start of and throughout your tenancy.
- Fit [smoke alarms](#)** on every floor and [carbon monoxide alarms](#) in rooms with appliances using solid fuels – such as coal and wood – and make sure they are working at the start of your tenancy. If they are not there, ask your landlord to install them.
- Deal with any problems** with the water, electricity and gas supply.
- Maintain** any appliances and furniture they have supplied.
- Carry out most [repairs](#)**. If something is not working, [report it](#) to your landlord or agent as soon as you can.
- Arrange an annual [gas safety check](#)** by a Gas Safe engineer (where there are any gas appliances).
- Arrange a five-yearly electrical safety check** by a qualified and competent person (this applies to new tenancies from 1 July 2020 and existing tenancies from 1 April 2021).

- Seek your permission to access your home and give at least 24 hours' notice of proposed visits** for things like repairs and those visits should take place at reasonable times – neither the landlord nor the letting agent is entitled to enter your home without your express permission.
- Get a licence for the property** if it is a [licensable property](#).
- Ensure the property** is at a [minimum of EPC energy efficiency band E](#) (unless a valid exemption applies).

The landlord should...

- Insure the building to cover the costs of any damage from flood or fire.
- Check regularly to ensure all that products, fixtures and fittings provided are safe and that there haven't been any product recalls. Help is available at [the Royal Society for the Prevention of Accidents \(ROSPA\)](#), [Trading Standards](#) and [the Child Accident Prevention Trust](#).
- Ensure blinds are safe by design and they do not have looped cords. This is especially important in a child's bedroom. More information can be found at <https://www.rospa.com/campaigns-fundraising/current/blind-cord>.



6. At the end of the fixed period

If you want to stay

Should you wish to extend your tenancy after any initial fixed period, there are a number of important issues to consider. Check [Shelter's website](#) for advice.

Do you want to sign up to a new fixed term?

If not, you will be on a 'rolling periodic tenancy'. This means you carry on as before but with no fixed term – your tenancy agreement should say how much notice you must give the landlord if you want to leave the property – one month's notice is typical. Shelter publishes advice on how you can end your tenancy.

Your landlord might want to increase your rent

Your landlord can increase your rent by agreement, or as set out in your tenancy agreement, or by following a [procedure set out in law](#).

The deposit cap introduced by the Tenant Fees Act 2019 means you may be entitled to a partial refund of your tenancy deposit. The government's [guidance](#) on the Act explains whether this affects you.

If you or the landlord want to end the tenancy

The government has announced that it plans to put an end to 'no fault' section 21 evictions by changing existing legislation. Landlords will still be able to issue you with a section 21 possession notice until new legislation comes into effect. If you receive a section 21 notice from your landlord, seek advice from [Shelter](#) or [Citizens Advice](#). If you are eligible for legal aid, you can also contact [Civil Legal Advice](#) for free and confidential advice.

There are things that both landlords and tenants must do at the end of the tenancy:

Giving notice

It is a legal requirement for landlords to give you [proper notice](#) if they want you to leave, and they can only legally remove you from your home with a court order. Normally, the landlord must allow any fixed period of the tenancy to have expired, and they must have given you the correct period of notice, which varies depending on the type of tenancy and the reason your landlord wants you to leave.

If you have been served with a notice that your landlord wants you to leave, you should read it at once. The notice should contain helpful information. Acting on it straight away may, in certain circumstances, allow you to keep your home. If you are unsure how to respond or worried that you will become homeless, you should access advice and support as soon as possible, for example through contacting [Citizens Advice](#) and/or [Shelter](#), who can provide free, expert advice on your individual circumstances. If you are eligible for legal aid, you can also contact [Civil Legal Advice](#) for free and confidential advice.

For more information about your rights and responsibilities when your landlord wants you to leave your home, see [Understanding the possession action process: A guide for private landlords in England and Wales](#).

If you want to end the tenancy

Your tenancy agreement should say how much notice you must give the landlord if you want to leave the property. One month's notice is typical. If you want to leave the property, you must give notice to your landlord in writing – make sure you keep a copy of the document and a record of when it was sent. Please see 'If things go wrong' below if you wish to leave sooner than the notice period set out in the tenancy agreement.

Rent

Make sure that your rent payments are up to date. Do not keep back rent because you think that it will be taken out of the deposit.

Bills

Do not leave bills unpaid. This might have an impact on your references and credit rating.

Clear up

Remove all your possessions, clean the house, dispose of rubbish and take meter readings. Try to leave the property in the same condition that you found it in. Check this against your copy of the inventory and take photos that show how you have left the property.

Dispose of any unwanted furniture via a local collection service.

Return the keys

Return all sets of keys that were provided. If you do not, the landlord may charge you for changing the locks.

Inspection

Try to be present when the property is inspected to check whether any of the tenancy deposit should be deducted to cover damage. If you do not agree with proposed deductions contact the relevant [deposit protection scheme](#).



7. If things go wrong

Most problems can be resolved quickly and easily by talking to your landlord or letting agent.

There are often legal protections in place too for the most common problems that you may experience during the tenancy – the following links will tell you what they are or where to look for help:

- If you have a complaint about a letting agent's service** and they don't resolve your complaint, you can complain to an [independent redress scheme](#). Letting agents must be a member of a government approved redress scheme.
- If you wish to leave the property within the fixed term, or more quickly than permitted in the tenancy agreement** you should discuss this with your landlord. If your landlord or letting agent agrees to end the tenancy early, you should make sure that this is clearly set out in writing and that you return all your sets of keys. If you do not, your landlord may make a court claim against you, to obtain possession of the property. You could be charged if you want to end the tenancy early, although this fee must not exceed the loss incurred by the landlord or the reasonable costs to your letting agent if you are renting through them. Unless or until a suitable replacement tenant is found, you will be liable for rent until your fixed-term agreement has ended or, in the case of a statutory periodic tenancy, until the required notice period under your tenancy agreement has expired. The government's guidance on the [Tenant Fees Act](#) contains more information.
- If you are having financial problems**, or are falling into rent arrears, speak to your landlord as they may be helpful, and are likely to be more sympathetic if you talk to them about any difficulties early on. Should you need further help contact your local housing authority, [Citizens Advice](#) or [Shelter](#) as soon as possible. If you are eligible for legal aid, you can also contact [Civil Legal Advice](#) for free and confidential advice. Check out these [practical steps for managing your rent payments](#).
- If the property is in an unsafe condition** and your landlord won't repair it – contact your [local authority](#). They have powers to make landlords deal with serious health and safety hazards. You can also report this to your local Trading Standards.
- You may be able to take your landlord to court yourself** if you think the property is not fit for habitation, under the [Homes \(Fitness for Human Habitation\) Act 2018](#). The court can make the landlord carry out repairs and can also make the landlord pay you compensation. You may also be able to take your landlord to court if they do not carry out some repairs. For more information, please see the [Shelter advice](#) on section 11 of the Landlord and Tenant Act 1985.
- If you have a serious complaint about the property** and your local authority has sent a notice to the landlord telling them to make repairs, your landlord [may not be able to evict you](#) with a section 21 notice (no fault eviction) for 6 months after the council's notice. You can still be [evicted](#) with a section 8 notice if you break the terms of your tenancy.
- Failure to comply with a statutory notice is an offence.** Depending on the notice, local authorities may prosecute or fine the landlord up to £30,000. **Local authorities have powers to apply for [banning orders](#)** which prevent landlords or property agents from managing and/or letting out property if they are convicted of certain offences. If a landlord or property agent receives a banning order, they will be added to the Database of Rogue Landlords and Property Agents. There is a specific process for this, which can be found [here](#).

- **If a landlord or letting agent charges you a prohibited payment** (a banned fee according to the Tenant Fees Act 2019) or unlawfully retains a holding deposit they could be liable for a fine of up to £5,000 and if there are multiple breaches they could be liable for a fine up to £30,000 as an alternative to prosecution. Local authorities are responsible for issuing these fines. Landlords or letting agents cannot rely on giving notice under section 21 to obtain a possession order if they have not repaid any unlawful fees or deposits they have charged under the terms of the Act.
- **If your landlord is making unannounced visits or harassing you** – contact your local authority, or if more urgent dial 999.
- **If you are being [forced out illegally](#)** contact your [local authority](#). Shelter and Civil Legal Advice (see Help and Advice below) may also be able to help you. If your landlord wants you to leave the property, they must notify you in writing, with the [right amount of notice](#). You can only be legally removed from the property if your landlord has a court order for possession and a warrant is executed by court bailiffs or sheriffs.
- If you live with your partner and you separate, you may have [the right to carry on living in your home](#).
- **If you are concerned about finding another place to live**, then contact the Housing Department of your [local authority](#) straight away. Depending on your circumstances, they may have a legal duty to help you find accommodation and they can also provide advice. The local authority should not wait until you are evicted before taking action to help you.

If you are concerned about finding another place to live, then contact the Housing Department of your [local authority](#) straight away.

Protection from eviction

Landlords must follow strict procedures if they want you to leave your home. They may be guilty of harassing or illegally evicting you if they do not follow the correct procedures.

Landlords must provide you with the correct notice period and they can only legally remove you from your home by obtaining a court order for possession and arranging for a warrant to be executed by court bailiffs or sheriffs. See [Understanding the possession action process: A guide for private residential tenants in England and Wales](#).

Rent Repayment Orders

Rent Repayment Orders require a landlord to repay a specified amount of rent to a tenant and/or a local authority, where there has been, for example, an illegal eviction or failure to licence a property that requires licensing.

Rent Repayment Orders also cover breach of a banning order or failure to comply with certain statutory notices. Where a Rent Repayment Order is made, local authorities may retain the money if the tenant's rent was paid by state benefits. Where a tenant has paid rent themselves, the money is returned to them. If benefits covered part of the rent, the amount is paid back pro-rata to the local authority and the tenant.

If you are reading a print version of this guide and need more information on the links, please [contact us](#) or on 0303 444 0000 or at 2 Marsham Street, London, SW1P 4DF.

8. Further sources of information

Read further information about [landlords' and tenants' rights and responsibilities](#).

Read the government's [guidance on the Tenant Fees Act](#). This includes:

- what the Tenant Fees Act covers**
- when it applies and how it will affect you**
- helpful Q&A**

Tenancy deposit protection schemes

Your landlord must protect your deposit with a government-approved tenancy deposit scheme.

- [Deposit Protection Service](#)
- [MyDeposits](#)
- [Tenancy Deposit Scheme](#)

Client money protection schemes

Your agent must protect money such as rent payments through membership of a government approved client [money protection scheme](#).

Letting agent redress schemes

Every letting agent must belong to a government approved redress scheme.

- [The Property Ombudsman](#)
- [Property Redress Scheme](#)

Homes (Fitness for Human Habitation) Act 2018

[Guide for tenants](#)

Help and advice

- [Citizens Advice](#) – free, independent, confidential and impartial advice to everyone on their rights and responsibilities.
- [Shelter](#) – housing and homelessness charity who offer advice and support.
- [Crisis](#) – advice and support for people who are homeless or facing homelessness.
- [Your Local Housing Authority](#) – to make a complaint about your landlord or agent, or about the condition of your property.
- [Civil Legal Advice](#) – if you are eligible for legal aid, you can access free and confidential advice.
- [Money Advice Service](#) – free and impartial money advice.
- [The Law Society](#) – to find a lawyer.
- [Gas Safe Register](#) – for help and advice on gas safety issues.
- [Electrical Safety First](#) – for help and advice on electrical safety issues.
- [Marks Out Of Tenancy](#) – information for current and prospective tenants.

Also in this series

The government's [How to rent a safe home](#) guide helps current and prospective tenants ensure that a rented property is safe to live in.

The government's [How to let](#) guide provides information for landlords and property agents about their rights and responsibilities when letting out property.

The government's [How to lease](#) guide helps current and prospective leaseholders understand their rights and responsibilities.

The government's [How to buy a home](#) guide provides information to home buyers.

The government's [How to sell a home](#) guide provides information to those looking to sell their home.

