

A Student's Guide to Private Accommodation



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Introduction

The following guide has been created, by the Accommodation Services Team, to provide advice and support during your search for private housing.

This document highlights the main issues which should be considered when viewing and subsequently living in the private sector. It offers practical tips and advice on house hunting, information on contracts and deposits, fire safety and a list of useful contacts.

Accommodation Staff are also concerned with the welfare of students living in the private sector as well as University managed accommodation because we understand this is an important part of your University experience.

If you require additional support please contact the Accommodation Office and we will be delighted to help eg:

- 1) you would like advice on finding accommodation
- 2) help accessing the website of StudentTenant.com (who works in partnership with the University)
- 3) or have a general question regarding accommodation

The information contained in this handbook should be used as a guide only and may be subject to change. Whilst the University makes every effort to check the accuracy of the content at the time of drafting, some changes may occur after publication. Therefore we recommend that you also check our website at **www.uca.ac.uk/privateaccommodation**. Alternatively please contact Accommodation staff directly for further information and advice.

Contact Details

Canterbury

David Edwards

UCA Canterbury

Accommodation Office

New Dover Road

Canterbury

Kent CT1 3AN

Tel: 01227 817380

Email: dedwards@uca.ac.uk;

canterburyaccommodation@uca.ac.uk

Canterbury City Council

Council Offices

Military Road

Canterbury

Kent CT1 1YW

Tel: 01227 862000

www.canterbury.gov.uk

Citizens Advice Bureau

3 Westgate Hall Road

Kent CT1 2BT

Tel: 01227 452762

www.citizensadvice.org.uk

Epsom

Alice Weston / Sarah Blake

UCA Epsom

Accommodation Office

Ashley Road

Epsom

Surrey KT18 5BE

Tel: 01372 202448

Email: aweston@uca.ac.uk; sblake@uca.ac.uk;

epsomaccommodation@uca.ac.uk

Epsom & Ewell Borough Council

Town Hall

The Parade

Epsom

Surrey KT18 5BY

Tel: 01372 732428

www.epsom-ewell.gov.uk

Citizens Advice Bureau

The Old Town Hall

The Parade

Epsom

Surrey KT18 5AG

Tel: 01372 720205

www.citizensadvice.org.uk

Farnham

Susan Dibble, Hayley Rowe & Philippa Brooks

UCA Farnham

Accommodation Office
Falkner Road
Farnham
Surrey GU9 7DS
Tel: 01252 892974 or 892662
01252 892683

Email: hkirkup@uca.ac.uk; pbrooks2@uca.ac.uk;
sdibble@uca.ac.uk; farnhamaccommodation@uca.ac.uk

Citizens Advice Bureau

Montrose House
South Street
Farnham
Surrey GU9 7RN
Tel: 01252 716319
www.citizensadvice.org.uk

Waverley Borough Council

Council Offices
The Buryas
Godalming
Surrey GU7 1HR
Tel: 01483 523333
www.waverley.gov.uk

Rushmoor Borough Council

Council Offices
Farnborough Road
Farnborough
Hampshire GU14 7JU
Tel: 01252 398398
www.rushmoor.gov.uk

Rochester

Debby Dickman

UCA Rochester

Accommodation Office
Fort Pitt
Rochester
Kent ME1 1DZ

Email: ddickman@uca.ac.uk; rochesteraccommodation@uca.ac.uk

Medway Council

Gun Wharf
Dock Road
Chatham
Kent ME4 4TR
Tel: 01634 306000
www.medway.gov.uk

Citizens Advice Bureau

Medway
Kingsley House
Kent ME4 6BB
Tel:
www.citizensadvice.org.uk

Other Useful Contacts

- <https://www.studenttenant.com/>
- www.uca.ac.uk/life-at-uca/accommodation/private-accommodation/
- www.uca.ac.uk/life-at-uca/accommodation/faqs/
- www.uca.ac.uk/library/
- www.gov.uk/browse/housing
www.gov.uk/check-tenant-right-to-rent-documents/copy-documents
- www.direct.gov.uk/tenancydeposit
- www.citizenzadvice.org.uk
- www.shelter.org.uk
- www.nus.org.uk
- www.tvlicensing.co.uk/studentinfo
www.arla.co.uk
- www.nalscheme.co.uk (National Approved Letting Scheme)
- www.naea.co.uk (National Association of Estate Agents)

The Landlord's Code of Standards

Only accommodation providers who have signed up to The Code can advertise their properties through Student Tenant (a company which works in partnership with the University). The Code is there to ensure that all properties comply with current and applicable regulations, and are operated in good practice. All properties have to meet safety standards, which includes the provision of smoke alarms, fire doors, carrying out gas and electrical checks.

The advantage of renting one of these properties is that there is some degree of control and support if you encounter a problem. If you would like further information on the Landlord's Code of Standards please visit: <http://www.thesac.org.uk/the-code>.

If you are interested in applying for Private Accommodation please contact your Accommodation Office or see the private accommodation page of the University's website.

Living with Friends

Successfully sharing a house with someone requires a completely different set of skills than those you use while enjoying a good night out or even living in the same halls of residence.

Before you decide on who you are going to live with you should discuss each of your expectations on things such as payment of bills, rules of guests, when the heating is to be turned on, washing up etc. This may help to minimise any issues during the course of your stay.

You will also need to consider what will happen if anyone decides to leave before the end of the tenancy? Who will be responsible for paying the rent for the rest of the tenancy &/or finding a replacement?

Budgeting

Most UK students qualify for the statutory financial support package, which comprises of a loan for tuition fees and a maintenance loan. You may also be eligible for certain state benefits and the Financial Assistance Fund. This fund provides discretionary financial assistance in the form of a grant (which does not need to be repaid) or a short term loan (which does) and these options are available to all 'home' students studying at least 50% of a full-time course and enrolled at the University. Realistically, most students will have to work part time to help fund their living costs.

There is also an International Hardship Fund which is available to EU and International students but please note this fund is very limited.

It is important to budget so that you do not get into debt. A budget has to be accurate to be effective so you need to keep track of everything. The easiest way to do this is to prioritise what you spend your money on (i.e. accommodation, food, course materials) and to keep a record of what you spend in shops, pubs and anywhere else. For further advice on budgeting please contact the UCA's Specialist Financial Advisors via the following links which are campus specific:

Canterbury:

Tel: +44 (0)1227 817 314

Email: gatewaycanterbury@uca.ac.uk

Epsom:

Tel: +44 (0)1372 202 461

Email: gatewayepsom@uca.ac.uk

Farnham

Tel: +44 (0)1252 892 709

Email: gatewayfarnham@uca.ac.uk

Rochester:

Tel: +44 (0)1634 888 734
Email: gatewayrochester@uca.ac.uk

idea to have a household kitty for everyday items such as washing up liquid, toilet paper, cleaning products etc.

Check out these websites for further budgetary advice –

- <http://money.uk.msn.com/your-financial-life/student-finance>
- www.nus.org.uk

Food Shopping

Food is an essential part of your budget and is very important when it comes to cost saving as it is probably the most flexible part of the budget. Careful thought and planning is required to ensure that a nutritional and balanced diet is maintained. Some useful tips:

- Plan a weekly menu and buy foods accordingly
- Write a shopping list for your menu and only buy what's on it!
- Remember packed lunches work out much cheaper than bought sandwiches or eating out
- Don't go shopping when you are hungry
- Check out the reduced item shelves
- Check the 'use by dates' as you shop to reduce waste
- Buy in bulk – this will work out cheaper but only do this if you will use the items
- Buy fresh fruit and vegetables from a local greengrocer or market as this may work out cheaper than the supermarket
- Avoid ready meals
- Buy supermarket own brand products
- Use money-off coupons

Types of Accommodation

Shared student house or flat

This is a property occupied solely by students and is the most popular type of accommodation. If you are coming to UCA and will not be living in University accommodation, Accommodation Services can put you in touch with other students who are looking for private accommodation. However, it is important to have a clear idea about what you want in your house and who you want to live with.

Please also bear in mind that in addition to the monthly rent, you will normally have to pay a deposit and there will be bills for utilities such as heating, lighting etc. We would also recommend that you purchase contents insurance for your belongings if it is not already covered by your parents' home contents policy.

Adult House / Family Homes

This type of accommodation is in the landlord's home; an adult house is where you would be living with the accommodation provider and their adult family, a family home will include children under 18. Some of these accommodation providers may be young professionals or recent graduates, others are middle-aged couples and some are retirees. Although your first preference may be to share with other students, it is worth considering the advantages of this type of accommodation.

The rent is generally cheaper (although this is not always the case) and the accommodation provider is usually responsible for paying the bills. Owner occupied properties are generally kept in better repair than rented properties. You may not have to commit yourself to a contract, you may be able to stay for as little as two weeks. This means that if it is not working out, you can end the arrangement reasonably painlessly.

However, you are living in somebody else's home which may mean that there are certain house rules which you must live by, for example bringing guests to the house, eating times, playing music etc.

With all types of accommodation it is important to keep a record of all monies paid and get a receipt where possible. If you pay rent weekly you should give your accommodation provider a week's notice if you wish to leave. If you pay rent monthly, then you should give one month's notice. Whichever type of accommodation you decide on you may have to pay a deposit. If you go away on holiday but still wish to retain the room and leave belongings there in your

absence (particularly during the summer break) you may have to pay either a retainer or full rent.

Houses in Multiple Occupation

The Housing Act 2004 is a significant piece of legislation and many provisions have undergone scrutiny and debate over a number of years. Many of the provisions in the Act are designed to combat the problem of anti-social housing that still exists throughout the country.

A house in multiple occupation (HMO) is a property that is let to three or more unrelated tenants who form two or more households and who share facilities such as kitchen, bathroom and communal areas. If this property is on three or more storeys and occupied by five or more people it is considered to be high risk and therefore will require a mandatory HMO licence which is issued by the local council.

The minimum standards for HMOs are implemented to protect and make the property safe for the occupants; for example, how easy is it to get out of the property in the event of a fire. The council will provide guidance on how to do this but the accommodation provider will need to ensure that they minimise any potential risks. Licensing also requires the accommodation provider to prove that they are a fit and proper person to manage an HMO. The local authority will have the power to check criminal records and other past behaviour.

It is the accommodation provider's responsibility to contact the local authority and apply for a licence. The licence will last for up to 5 years and the accommodation provider will be required to pay a fee. It is a criminal offence to control or manage a property which ought to be licensed, but is not. The maximum fine that can be imposed is up to £20,000. A person will not be guilty of such an offence if an application is outstanding or if a temporary notice has been issued.

House Hunting

Where to Look For Accommodation

- StudentTenant.com works alongside Accommodation Services to provide information on accommodation available in the areas surrounding all UCA campuses. Once you have registered on their website you can search for properties and other students to share with, read reviews from previous tenants and leave feedback about your accommodation provider.

- Some housing is passed on from one group of students to another by word of mouth. You may be able to find out about properties from final year students who are vacating their accommodation.
- Some parents may consider buying a house. In many instances this will involve the parents buying the property and their son/daughter renting out the other rooms to their friends. It is important that you are aware of both the pitfalls and the advantages of this.
- Letting agents – let houses on a commercial basis. Many accommodation providers use agents for two reasons; they believe that they will advertise and manage their accommodation effectively. Whilst using a letting agent may make the process of looking for a property easier, it may be more expensive as most agencies ask for a fee. The majority of agencies will also require references and/or a parental guarantor. Although some letting agents will be included in the Private Accommodation Register, you can collect a list of local agents from your Accommodation Office. The majority of letting agents have their own website.

Anybody can set themselves up as a letting agent. However there are professional bodies that impose minimum standards on their members. If you choose to use a letting agent it is sensible to use one that is registered with one of the following:

- Association of Residential Letting Agents (ARLA) www.arla.co.uk
 - The National Approved Letting Scheme (NALS) www.nalscheme.co.uk
 - National Association of Estate Agents (NAEA) www.naea.co.uk
- There are also notice boards in each Accommodation Office where students and registered accommodation providers advertise rooms. There may also be accommodation advertised on Students' Union notice boards.
 - Available accommodation can also be found in the newspaper(s) covering the local area. A free property paper with details of properties for sale and/or to rent is also available from local letting agents. These accommodation providers may not be registered with the University.

- Accommodation may also be advertised in windows of newsagents and advertising boards in supermarkets.

Please be aware that if you do not find your property through the University's partner StudentTenant.com your accommodation provider may not be registered with the University. As a result your accommodation provider and their property will not be covered by the University's Landlord's Code of Standards.

Viewing a Property

Most students try and find their accommodation in the second semester i.e. in the sunshine but it is important that you consider what the property will be like when it is cold, dark and raining. Look at the condition of the property for any obvious problems both internally and externally, how well insulated is the property? Are your personal belongings going to be safe, how secure is the property? The House Hunting Checklist (page 29) should be taken to each property viewing, to give you an idea of factors you need to consider before signing the contract. You may encounter problems with the property after you move in if you didn't check it properly before the tenancy agreement was signed.

Deposits

A damage/tenancy deposit is usually paid when signing the tenancy agreement. Depending on the tenancy agreement, the accommodation provider may make a deduction from your deposit for one or more of the following; damage to the property, unpaid rent, missing items, cleaning. A deposit is usually equal to 4-6 week's rent.

Tenancy Deposit Protection Scheme

This Scheme was brought into law on 6th April 2007 and provides protection to tenants by preventing accommodation providers and agents from unfairly withholding a deposit. The Scheme protects all Assured Shorthold Tenancies in England and Wales and covers most tenancies in existence since 1977. There are two different types of Schemes in operation - insurance and custodial.

The Tenancy Deposit Protection Scheme is designed to ensure that:

- If you are entitled to it, you get all or part of your deposit back
- Any disputes between you and your accommodation provider about the deposit will be easier to resolve

- Accommodation providers who do not protect your deposit may have to pay their tenant back three times the deposit (see page 12 for more information on this)

The government awarded the management of the Scheme to three independent companies who run one Scheme each:

- The Deposit Protection Service (DPS) - custodial
- Tenancy Deposit Scheme Ltd (TDSL) - insurance
- The Tenancy Deposit Scheme (TDS) - insurance

Whichever scheme an accommodation provider is signed up to, they must give you the details about how the deposit is being protected. They must do this within 30 days of receiving the deposit and must include:

- The contact details of the tenancy protection scheme used
- The accommodation provider's contact details
- Details of how to apply for the release of the deposit
- Information explaining the purpose of the deposit
- Details of what to do if there is a dispute about the deposit

Custodial Scheme

The tenant pays the deposit to the accommodation provider who, in turn, pays the deposit directly into the scheme.

If your accommodation provider does not agree to the release of full or part of the deposit, the Alternative Dispute Resolution (ADR) service will be the default way in which to resolve a dispute. If there is a dispute, the scheme will continue to hold the amount until the ADR or courts decide what is fair. At the end of the tenancy, if an agreement is reached about how the deposit should be divided, the scheme will return the deposit, divided in the way agreed by both parties.

The interest accrued by deposits in the scheme is used to pay for the running of the scheme.

Insurance Schemes

The tenant pays the deposit to the accommodation provider who retains the deposit and pays a premium to the insurer. This is the key difference between the insurance and custodial schemes.

If there is dispute and the deposit is protected in an insurance scheme, the accommodation provider must hand over the disputed

amount to the ADR until a resolution is agreed and will ensure the deposit is returned to the tenant if they are entitled to it.

Unprotected Deposits

If you have an Assured Shorthold Tenancy and your accommodation provider does not protect your deposit you can apply to your local county court for it to be protected. The court can order the accommodation provider to either protect your deposit or repay three times the amount of the deposit to you.

At the end of the tenancy ensure that the property and its contents are left in the condition that it was let at the start of the agreement, allowing for fair wear and tear, and that all bills are paid. Tenants must then agree with the accommodation provider how much of the deposit should be returned. Once an agreement has been reached, the agreed amount must be received by the tenant within 10 days.

For more information on the Tenancy Deposit Protection Schemes please visit www.direct.gov.uk/tenancydeposit

Please note that if you will be living in the same house as your accommodation provider then you will not be covered by this Scheme. Should there be a dispute between you and the accommodation provider regarding the amount of deposit due to be returned to you, this can be settled through the Small Claims Court. Further advice on this can be obtained from your local Citizens Advice Bureau.

The Agreement

An Assured Shorthold Tenancy will cover all student houses; this is when you have sole possession of the house or flat and the accommodation provider lives elsewhere. If you live in the same house or flat as the accommodation provider then you will usually have a Licence to Occupy.

Please be aware of the following before you sign any agreement: When you sign the agreement, you are accepting the terms and conditions of the agreement. Do not sign an agreement until you have read it carefully and you understand it. If there is something you don't understand, ask for an explanation. If you have doubts, go home and think it over. The accommodation provider has to, by law, give you at least 24 hours to read and check through an agreement before they ask you to sign it.

An Assured Shorthold Tenancy is likely to be for a fixed term, which means that occupancy of the property will be guaranteed for a fixed period and you are committed to paying the full rent for the period stated on the contract. There are two main types of Assured Shorthold tenancies: Joint & Several tenancy and Individual tenancy.

Joint & Several Tenancy Agreement

If you are renting a property as a group and are all named on the contract, it is likely that this is a joint tenancy.

This means that you (and guarantors where these are used) are all equally liable for the full rent of the property for the period stated in the agreement. If one tenant moves out early, the remaining tenants are liable for that person's share of the rent. In these circumstances, the best solution is for the leaving tenant to find a suitable replacement who is acceptable to both the remaining tenants and to the accommodation provider. All the tenants, including the leaving tenant, and the accommodation provider should sign an assignment document which will allow the existing contract to continue under the same terms and conditions as before but with different people. This will release the leaving tenant from the contract.

Individual Tenancy

An individual tenancy would mean that you are only liable for the rent for your bedroom and communal areas and not for anyone else's bedroom. However, if someone leaves the property the remaining tenants would have little or no say over their replacement.

Guarantor

A guarantor is someone who agrees to be responsible for unpaid rent or for damage caused. Having a guarantor gives the accommodation provider a degree of financial security. As with all legal documents, it is a good idea to get the guarantor agreement checked before it is signed.

Get it in writing

A verbal agreement to rent a property can be just as binding as one that is written. However, it is usually best to have everything in writing; should there be a dispute at any point, proving verbally agreed terms can be very difficult.

For example, if an accommodation provider has agreed to carry out repairs on the property before the move in date, always get a date when the work will be completed and have this written into the agreement. Similarly, if verbal promises have been made to provide additional furniture or replace what is there when viewing the

property, ensure that the accommodation provider confirms this in writing.

If you move in to a property and haven't signed any form of contract, you can make a written request to the accommodation provider for written confirmation of certain aspects of the agreement; for example, rent level, period of contract, commencement date. The accommodation provider will be committing an offence if they fail to comply with this request within 28 days.

If accommodation is found through an agent ensure that the name and address of the accommodation provider is obtained prior to signing a contract. This will be important should there be any disputes during the agreement.

Get a receipt

Whenever any money is paid to the accommodation provider, ensure a receipt is obtained. This receipt must state clearly the amount paid, the date, and name of the person paying the money and who it is paid to, and what the money is for. It is advisable to avoid paying by cash but instead to use a cheque or bank transfer.

Break Clauses

Usually the accommodation provider requires a tenant to sign a 12-month agreement, however you may only want to stay in the property for 9 months if your course is ending or you are returning home for the summer. A break clause is a clause written into an agreement which enables either the tenant or the accommodation provider to end the agreement before the end of the fixed term. Before signing any agreement it is a good idea to check it through for a break clause and if it does not include one you may consider asking the accommodation provider to include one.

The break clause would allow you to end your agreement early, however, you must be aware that some break clauses only allow you out of the agreement if a replacement tenant is found. Having a break clause in the agreement would also mean that the accommodation provider would be able to end the agreement early.

Top 10 Tips - Before You Sign on the Dotted Line

- 1) **Be Sure** – Think very carefully before you sign on the ‘dotted line’. Once a contract is signed it will be very difficult to get out of it if you change your mind. Are you 100% sure about all the terms of the contract – do you understand them fully?
- 2) **Be Nosy** – Ask as many questions as you can think of about the property and the tenancy. If possible ask the current tenants about living in the house and the area
- 3) **Be Safe** – Don’t go to viewings alone; not only for your personal safety but a second opinion is always useful
- 4) **Be Thorough** – Take your time, look everywhere from the ceiling to the floor, use the checklist on page 36
- 5) **Be Observant** – Look out for the condition of the property (both inside and out) and furniture and pay particular attention to safety features – are there valid gas and electrical safety certificates for the property?
- 6) **Be Realistic** – Don’t take on more than you can afford
- 7) **Be Equipped** – If you’re looking at several properties take photographs to help you remember which house was which.
- 8) **Be Organised** – Start looking for a property as early as possible to give yourself as much choice as possible. When you start looking make sure you have got the means to pay your deposit and rent so you don’t miss out
- 9) **Be Informed** – Make sure you know your rights. If you need advice contact Citizens Advice Bureau.
- 10) **Be On The Ball** – Keep an eye out for any repairs that need doing and ask the accommodation provider if they intend to get them fixed. If you decide to take the property get this in writing.

Moving In

Now that suitable accommodation has been found and the move in date approaches, it is important to take some basic precautions to ensure that your time in the property is as hassle free as possible. This section provides information on moving in and out and highlights some of the common problems that you may encounter within private accommodation.

Inventory and Schedule of Condition

You are strongly advised to keep accurate records of the condition of the property and all its contents, including carpets, mattresses etc, at the start and end of the agreement. This document, known as an inventory, should protect you against losing any or all of your deposit. If the accommodation provider does not supply an inventory, then request or create one. It is advisable to back up an inventory with date and time stamped photographs. If your camera does not date stamp photographs you can also prove the date by taking a photograph of a newspaper headline at the beginning and end of the series of photographs.

The inventory should be carefully checked at the start of the agreement and signed by both you and the accommodation provider and a copy kept by each party. It is then revised at the end of the agreement when the condition of the property and its contents are rechecked. During the course of the agreement, the condition of the property will change as a result of tenants making 'reasonable use of the premises' for example, wear to the carpet. This wear is considered 'fair wear and tear' and should not be a reason for any deposit to be withheld. You may be charged for anything which is not considered 'fair wear and tear'; for example, if the walls are covered in blu-tack stains at the end of the agreement and they were not present at the commencement of the tenancy the repainting of the wall could be charged to the tenant(s).

Should there be any item on the inventory which is broken/does not work/unsafe you should ask for a replacement.

When you move in to a property it is important to check again for evidence of damp, mice or other pests and report any concerns to the accommodation provider as soon as possible. If there are any pests in the property at the start of the tenancy it is the accommodation provider's responsibility to remove them.

Whilst in most cases a tenancy will end without any dispute or problem with the returning of a deposit, some students will experience the loss of some or all of their deposit.

During the Tenancy

It is important that the property is cleaned, vacuum cleaners are emptied and rubbish is removed regularly during the time you are living there. Remember, if you block sinks and/or toilets you are likely to be charged to have them unblocked so where possible dispose of fats, rice, food etc. by an alternate method.

Utilities

Before you move in you need to check that gas and electrical safety certificates and fire fighting equipment are in place. Be aware of safety around the house as this could save your life.

Ask the accommodation provider what the arrangements are for plumbing/electrical emergencies and where possible get this written down. Try to get the contact details of the plumber and electrician that the accommodation provider uses so you can contact them direct if necessary. Make a note of important local numbers such as taxi companies, local police station etc. and ensure all residents know where to find the list.

Gas, electricity and water

It is the tenant's responsibility to contact the utility companies at the start of the agreement to transfer their names onto the accounts. This should be an easy and straightforward process. Ensure that meter readings are taken at the start of the agreement and that these are passed to the relevant utility company. The accommodation provider should be able to assist with this if required. If the agreement allows it, money could be saved by switching to another supplier.

It may be useful to draw up an agreement with the other tenants with regard to the sharing and prompt payment of bills to prevent any misunderstandings during the tenancy.

It is important to know where the gas mains lever, main electricity switch, fuse box and water stopcock are in case of emergency.

Key or card electricity and gas meters

If this type of meter is installed in the accommodation then the supply of the utility is paid for as it is used and there are no bills. However, it can work out to be more expensive. The key/card can

be charged at a local store/outlet. It is important to remember with this type of system that, if the property is going to be empty for a period of time, to ensure that there is enough credit on the meter to cover the running costs of the fridge, freezer etc.

Council Tax

Council tax is a charge made by Local Authorities on residential properties to pay for local public services, for example police, rubbish collection etc.

Full time students are exempt from Council Tax. However, proof of this must be obtained from the University through MyUCA and sent to your accommodation provider or directly to the relevant council.

The property will only be exempt for the period of your course and proof will need to be supplied for each year of the course. Please note that the period of exemption will cease on the last day of the course and not on the date you graduate.

Most non-students and part-time students who are over 18 will have to pay council tax. If there is a resident in the property who is not a student then a proportion of council tax will have to be paid.

It is the resident's responsibility to inform the local council of their council tax status. It is not ordinarily part of the accommodation provider's duties or responsibilities. If the necessary information and proof is not supplied to the council then liability for council tax continues.

TV Licence

If there is a television in the property then a licence will be required. If the property is let on a joint tenancy then only one licence will be needed. However if residents have individual tenancies then a licence will be required for each resident with a television. For more information on this visit www.tvlicensing.co.uk/students

Being caught without a television licence could result in prosecution and a fine of up to £1,000.

Insurance

It is advisable to take out insurance to cover your personal possessions. This will also usually cover accidental damage to the accommodation provider's possessions. Some insurers will only insure possessions if the property has window locks and bedroom door locks. The NUS recommends Endsleigh Insurance.

Should the property be broken into then this must be reported to the Police and a crime reference number obtained before it is reported to the insurance company. If, however, accidental damage is caused to either your or the accommodation provider's possessions then this will need to be reported directly to the insurers who will need to assess the damage and establish the person at fault.

Rubbish and Recycling

The accommodation provider should supply information about rubbish and recycling collection days for your area, what can and can't be recycled etc. Alternatively, information can be found on the local council's website.

It is important to follow the council's guidelines about rubbish collection and what can and can't be recycled. Rubbish left out for any length of time can attract wildlife and vermin and is unsightly, unpleasant and unhygienic. It may also damage relationships with neighbours. It is, therefore, important to keep all outside areas, such as front and back gardens, tidy and free from rubbish at all times.

Neighbourly Behaviour

Whilst living in private accommodation it is important to remember that you are a representative of the University and a member of the community in which you live. The University works very hard to establish and maintain good relationships with local communities and you are expected to be a good neighbour and show consideration towards the people around you, including those you live with.

Your neighbours may be elderly or a family with young children and may well lead a very different lifestyle to you.

- Introduce yourself to your neighbours
- Always try to keep noise to a minimum so you don't disturb people
- Let your neighbours know if you are planning a party, tell them what time it is intended to finish and reassure them that noise will be kept to a minimum
- Your house may not be the only student house in the street so be aware of the cumulative effects of multiple late night noise, rubbish etc.
- Remember that when you sign your contract you undertake to behave in a responsible and reasonable tenant-like manner

The majority of complaints about students in the community centre around refuse and noise and they can be made to the University,

Police and/or local council. Any complaint is treated seriously and may result in disciplinary action or prosecution. So think carefully about how your lifestyle may affect others around you.

Fire Safety

Check that there are smoke/heat detectors in the property. They must be tested regularly. If there is no fire detection equipment and you found the property through the University please report this to your accommodation provider immediately and let Accommodation Services know as soon as possible.

All properties classed as Houses in Multiple Occupation (HMO) must have a mains wired smoke and heat detection system.

Check that fire blankets and fire extinguishers are operational and within date.

Candles are a fire risk. Be aware that you may not be permitted to use them in your property as part of your tenancy agreement.

Check that furniture is fire resistant – check labels on sofas, mattresses and other fabric or foam items.

Be aware of your fire escape route and do not block hallways with flammable items or items which may pose a trip hazard in the event of an emergency.

Gas Safety

Check if there is a gas supply to the property. If there is the landlord must provide a valid gas safety certificate and have his property checked annually, by law..

Check that there is a carbon monoxide detector. Currently this is not a legal requirement, but there should be one if you found your home through the University as the accommodation provider will have signed up to the Landlord's Code of Standards. In the first instance, ask your accommodation provider for one but if this isn't forthcoming let Accommodation Services know.

If you smell gas or your carbon monoxide detector goes off then call the [National Gas Emergency Service](#) on **0800 111 999** immediately. Alternatiely if you need advice please call the [Health and Safety Executive \(HSE\)](#) Gas Safety Advice Line on **0800 300 363**.

Electrical Safety

Check that there is an electrical safety certificate for your property. There is no legal requirement for one, but it does mean that all electrical installations have been checked.

Do not overload the power sockets.

Appliances

Check that there are instruction manuals accompanying any appliances such as washing machines, boilers, fridges etc.

Make sure you know how to use them correctly as you can be charged for repairs arising from improper use. Ask your accommodation provider if you are unsure.

Keep them clean. In particular, dirty ovens/grills are not only unhygienic but a build-up of grease may cause a fire.

Security

Your safety and security and the security of your belongings is paramount. There are several steps you can take to reduce your chances of becoming a victim of crime:

- Check the security of door and window locks when viewing properties. Are there locks on ground floor windows?
- Try to keep keys and valuables out of sight as much as possible
- Make a note of serial numbers and model numbers of electronic goods
- Consider contents insurance – in the event of a burglary or damage to your belongings you may be able to claim to replace the items.

Energy Saving Tips

Around the house –

- Switch off lights, televisions and music systems when leaving the room
- Switch off computers, or at least the screen, when not in use
- Unplug appliances including mobile phone chargers when not in use
- Don't leave appliances on standby
- In the winter, keep curtains open during the day but make sure they are drawn at dusk

- If your curtains are above a radiator, tuck them in behind it when they are closed – do not do this if it is an electric heater
- Put on an extra jumper instead of turning the heating up
- Use energy-saving light bulbs; the average energy-saving light bulb uses 75% less electricity than a conventional bulb and lasts up to 10 times longer
- Watch TV together where possible
- Avoid drying clothes on radiators as it lowers the room temperature and makes the boiler work harder

In the kitchen –

- Cover your pans when cooking
- Boil only the amount of water you need
- Make sure all food is cooled down before it goes in the fridge or freezer
- Use the right size saucepan for the food and cooker ring
- Cook together – show off your skills, get tips from each other and save energy at the same time!
- Use the half load or economy buttons on your washing machine, tumble dryer and dishwasher where possible

In the bathroom –

- If you have the choice, have a shower not a bath
- Don't leave taps dripping or running whilst you clean your teeth

Moving Out

It is just as important to have a record of the contents and condition of the property at the end of the tenancy as it is at the beginning. The original inventory may be used for this purpose or a new one can be drawn up to list any differences between the moving in and moving out inventories.

Ideally you should clean the property as far as possible before the end of the tenancy then arrange for the accommodation provider to visit to discuss any matters needing attention identified during a pre-move out inspection. This will give you the opportunity to carry out any necessary cleaning or other small jobs before the end of the agreement.

On the last day of the tenancy, the accommodation provider should inspect the property using the moving in inventory against the

moving out one. Once you have agreed any differences the inventories should be signed and dated.

If the accommodation provider does not visit the property before the end of the tenancy to carry out a pre-moving out inventory inspection, you should make and keep a record of the condition of the property on the last day of your agreement.

Dealing with Problems

What If You Can't Move In?

If you have secured a property by signing a contract and paid all the necessary fees, it can be a serious problem if you feel you can't move into the property on the agreed date. What you do depends on the circumstances you find yourself in.

If you change your mind and can no longer go ahead with the agreement...

If you find yourself in this situation, you need to remember that you have signed a legally binding contract. You should contact your accommodation provider as soon as you decide you will not be moving in. It is unlikely that you will simply be released from your contract. In reality you will usually be held liable for the rent until a replacement is found for you. So it is essential to inform the accommodation provider of the situation as soon as possible to maximise the chances of finding a replacement.

If you can't move in because there is a problem with the property...

There may be a problem with the property and, as a result, you do not want to move in. Or the accommodation provider notifies you that maintenance work or cleaning of the property has not been completed on time and the property will not be ready for the start of the contract. In such a situation you should discuss the matter with your accommodation provider immediately. Depending on the specific situation, the accommodation provider may be obliged to find alternative accommodation for you and/or return some or all of the rent you may have already paid for any period when the property is considered uninhabitable.

If you feel that a property is unsafe for you to live in then you should report this to Environmental Health Officer in your local area immediately. In addition please inform the Accommodation Office.

Whose responsibility is it?

As a tenant in the property, you are responsible for –

- Keeping the property clean
- Minor maintenance issues e.g. changing light bulbs, unblocking sinks etc
- Taking care of and using the property in a responsible way
- Reporting any damage or repairs as soon as possible
- Not causing any damage to the property or making any alterations without prior written consent

Accommodation providers only become responsible for undertaking a repair once they become aware of the defect. It is sensible to report any repairs to your accommodation provider in writing unless it is an emergency. This will provide evidence of how and when the problem was reported should there be any issues in the future. Please keep a copy.

This may seem like a formal way of dealing with any repairs or problems but getting into the habit of doing this at an early stage may help to avoid any problems in the future. If the accommodation provider does not respond to your letter or email within a reasonable period (for example 5-7 working days dependent on the seriousness of the fault) then you should write again pointing out their legal obligations and give them a deadline to respond which can be as little as 2 working days.

Under the Landlord and Tenant Act 1985 the accommodation provider has a duty to carry out repairs even if it is not specifically mentioned in your agreement or if you do not have a written agreement. If the accommodation provider does not fulfil their obligations within a reasonable period of time you may be able to claim against them for financial damages. The amount of time deemed to be reasonable will be dependent on the urgency of the repair.

The Environmental Health Department of your local council will deal with housing that is in poor condition, is unfit for human habitation or is a statutory nuisance. If you believe your property falls into these categories then you can request that they carry out an inspection of the property under the Housing Health and Safety Rating System (HHSRS). They have the power to enforce legislation relating to disrepair and statutory nuisance and can serve notices on accommodation providers requiring them to carry out certain repairs within set timescales. Other roles that they fulfil are to ensure that

HMO minimum standards are adhered to and to deal with any complaints.

Who can carry out electrical and gas repairs?

Anyone carrying out fixed electrical work in rented properties, whether it is installation or repair work, must comply with building regulations. This means that one of the following must apply:

- the local authority is informed of the work and they have given permission for the work to be done
- the work is carried out by an individual/company that has been authorised to certify their own work – information on this can be obtained from the local authority building control department or
- the proposed work is of a very minor nature

A Gas Safe registered engineer must carry out any work on gas appliances or supply. If you are concerned about who is carrying out the work, contact your local authority or Gas Safe Register to confirm that they are registered and are safe to be doing the work in question.

Withholding Rent

Never stop paying rent without taking legal advice as your accommodation provider may have grounds to take you to court for non-payment of rent. If you wanted to pay for any repairs yourself and then deduct the cost from future rent payments you would have to follow a set procedure. Further information and advice should be sought from the Citizens Advice Bureau before taking this course of action.

As a tenant, you are contractually liable to pay rent until the end of your tenancy agreement. Do not withhold the last month's rent as this is a breach of contract and your accommodation provider could take you to court to recover the money.

If you are concerned that the accommodation provider will not return your deposit then seek further advice from Accommodation Services or for legal advice contact your local Citizens Advice Bureau.

Your Right to Quiet Enjoyment

When you enter into a tenancy agreement you are paying rent for a house that is classed as your home. The accommodation provider cannot enter the property without your permission and/or without giving you sufficient written notice. It is widely accepted that 24 hours is sufficient for this purpose and therefore you can insist on being given at least this amount of notice. You can also insist on

knowing the reason for any visit at the time notice is given. If the accommodation provider does not respect this, then please seek advice.

Harassment can be in the form of phone calls, unannounced visits by the accommodation provider, cutting off utility supplies and intimidation. If you are being affected by this you can seek advice from your local Citizens Advice Bureau.

Leaving Early

If you want to move out early be aware that it can be very difficult to do this without the agreement of the accommodation provider.

In most cases you will need to find a replacement for yourself who is acceptable to the accommodation provider and, if you have a joint tenancy, your co-tenants. It would be advisable to speak to your accommodation provider regarding this at the earliest opportunity.

Eviction

This is a complex area. The accommodation provider can request, through the courts, to have an order directing a tenant to leave their property. There are specific procedures that need to be followed before a tenant can be evicted and trying to evict someone illegally is prohibited under the Prevention from Eviction Act. If you are facing eviction you can obtain free legal advice from your local Citizens Advice Bureau.

Where can I go for help?

Accommodation Services

Accommodation Services is able to offer general housing advice and give you information on other sources of support. If the accommodation provider is registered with the University it is important that Accommodation Services are advised of any persistent problems that you have tried to resolve with your accommodation provider.

Students Union

The Students Union can give you support and guidance in seeking advice.

Local Authority

The Environmental Health Department of your local authority may be able to assist you with issues relating to accommodation that is in poor condition. See page 24 for more details.

Citizens Advice Bureau

The local Citizens Advice Bureau (CAB) can offer free legal advice particularly on matters relating to eviction or harassment.

Disclaimer

Please note that the University's role is that of a referral agency; the properties on StudentTenant.com have been inspected but their inclusion does not imply suitability. The University for the Creative Arts accepts no liability for the accuracy of the details of the accommodation nor for any agreement reached, which must be between you and the accommodation provider.

House Hunting Checklist

Property Address

Property 1	
Property 2	
Property 3	
Property 4	

Property Viewing

Roof and guttering

	Property 1	Property 2	Property 3	Property 4
Is anything broken, loose or missing?				
Does the property have an excess of weeds or moss?				

Doors and windows

	Property 1	Property 2	Property 3	Property 4
Are they in good condition?				
Are they secure/lockable?				
Is there double glazing?				

Walls

	Property 1	Property 2	Property 3	Property 4
Are the walls in good condition?				
Are they free from signs of damp?				

Other external

	Property 1	Property 2	Property 3	Property 4
Is there storage for rubbish / recycling?				
Who is responsible for garden maintenance?				

Furniture

	Property 1	Property 2	Property 3	Property 4
Is there enough furniture and is it in good condition?				
Is all the furniture you see staying in the property				
Is it fire resistant? (check the labels)				

Appliances

	Property 1	Property 2	Property 3	Property 4
Are they in good working condition?				
Is a washing machine provided?				

Heating and hot water

	Property 1	Property 2	Property 3	Property 4
Is it gas or electric?				
Is there heating in every room?				

Other internal

	Property 1	Property 2	Property 3	Property 4
Are the seating & bathing facilities adequate?				
Are there enough kitchen facilities? (e.g. cupboard and fridge space)				
Are there any signs of damp or condensation?				
Can you hear noise from neighbours or outside?				

Gas safety

	Property 1	Property 2	Property 3	Property 4
Is there a gas safety certificate?				

Electrical safety

	Property 1	Property 2	Property 3	Property 4
Is there an electrical safety certificate?				
Are there enough plug sockets?				
Does the wiring look in good condition?				

Fire safety & carbon monoxide

	Property 1	Property 2	Property 3	Property 4
Are there fire & CO2 detectors present? What type are they?				
Is there fire fighting equipment? (eg fire extinguisher &/or fire blanket)				

Location

	Property 1	Property 2	Property 3	Property 4
Is the area convenient for your studies?				
Is the house close to public transport?				
Are the local shops and facilities adequate?				
Would you feel safe in the area on your own at night?				

Other comments

	Property 1	Property 2	Property 3	Property 4
Other comments e.g. rent, deposit, repairs				