CONTRACT CHECKING

GET IT IN WRITING

If your landlord or letting agent agrees to repair something, e.g. carry out clearing or providing extra furniture before you move in, make sure you get it in writing. Otherwise you can’t be sure the landlord/agent won’t keep their promise and you won’t be able to prove what was agreed.

IT’S ALL IN THE DETAIL

The front cover of the contract usually contains the terms of the contract, which include the date the contract was written, pay, how long it is for, the amount of rent and deposit and the address of the property. Check this is what you have agreed.

You should check the contract to see the rent is due and how it should be paid, who is responsible for things like the heating and gas bills, whether you can smoke, have pets, overnight guests and whether your belongings will be furnished or unfurnished.

BILLS

Don’t forget to open your gas and electricity accounts when you move in. To do this you will need the opening meter readings. You should also send your council tax exemption forms directly to the council.

You can carry out a land registry search of the property to confirm the name of the registered legal owner. A title register will cost £3 and can be done online at www.landregistry.gov.uk.

THINK YOU MIGHT WANT TO MOVE OUT EARLY...

Then make sure you have a break clause in your contract. A break clause allows you and your landlord to end the contract early. These can be written really badly so, make sure you understand what you can and can’t do and when you can and can’t end the contract. Don’t forget, if you’re on a joint contract then a break clause affects you all.

You contract should allow you to “assign” (transfer) out of the contract if you find a suitable replacement tenant. Check what says in your agreement and subletting to make sure this is an option.

REPAIRS

You will be expected to carry out some minor repairs, like clearing leaves from gutters, changing light bulbs and fuses, gardening and keeping the drains clear. The contract will usually tell you exactly what is expected of you.

The landlord is legally required to carry out most repairs to the property, e.g. the heating system, electrical problems, leaks etc. However the law doesn’t cover repairs to electrical and mechanical appliances, such as fridges and freezers, so make sure there’s something in your contract about this.

Don’t forget to ask who you should report repairs to and make sure you report any repairs in writing.

MONEY, MONEY, MONEY!

At the time of signing your contract, you will usually be asked to pay your first month’s rent and a deposit (usually 1 month or 6 weeks rent). The deposit will be charged for by a landlord or letting agents. These will be for different things such as general administration services. You can expect to pay around £200 per person, although some landlords or letting agents may charge more. There is no maximum amount they can charge, but they must clearly display any fees in the property advert.

Check your contract for any other fees, such as professionals clearing at the end of the contract, or an inventory check. There may also be other charges if you breach your contract, e.g. pay your rent late. These fees should only cover a landlord/letting agents actual costs or losses and so should not be excessive.

WHO OWNS THE PROPERTY?

Before you part with any money, ask for proof of who owns the property. If the person you’re dealing with isn’t the owner, make sure that they have authority to let it.

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GET THE RIGHT CONTRACT

Most students will be given an Assured Shorthold Tenancy, although there are some exceptions, e.g. you live with a resident landlord or in University Accommodation). Your rights will vary depending on what type of contract you are given.

If you and your flatmates are all listed as professional cleaning at the end of the tenancy, or an inventory check in/out fee. There may also be other charges if you run the risk that the landlord/agent won’t keep their promise and you won’t be able to prove what was agreed.

GUARANTORS

You may be asked to provide a guarantor. This is someone who agrees to pay your rent or for any damage, if you're not able to, and will normally be your parent or guardian.

If you have a joint contract, it is very likely that your guarantor will be agreeing to pay for any unpaid rent and damage caused by a housemate, not just you.

If you aren’t able to provide a UK guarantor you may be asked to pay rent in advance, but try to avoid paying more than 3 or 6 months in advance.

GET AN ADDRESS FOR THE LANDLORD

This can be really important if things go wrong. All landlords have to give their tenants their name and a UK contact address. If the contract address is where the agent’s office is, you are entitled to the landlord’s address even if that address is not in the UK.

KEEP RECORDS

You will normally be given an inventory when you move in, which is a list of the contents of the property as well as its condition. If there is anything wrong with the property or anything is missing, you should note this on the inventory.

You should also keep a record of any repairs that have been carried out during the tenancy.

BE SAFE

Landlords must meet certain requirements to ensure the safety of their tenants. In particular, a landlord is not limited to providing gas safety certificates which are only valid for one year, as well as a working smoke alarm on each level of the flat/house you are renting. The landlord must also ensure that the property meets fire safety standards and that any electrical equipment is safe to use. We also recommend that landlords install carbon monoxide alarms in the property.

WHERE a building is occupied by 3 or more unrelated people it is known as a House in Multiple Occupation (HMO). In this case a landlord will have additional obligations to ensure the property meets fire safety standards.

FRAUD ALERT

Some scammers may ask you to pay an Advance Rent deposit via a number companies (like Western Union or Moneygram). To prove you have the availability funds to pay the property. This may result in the landlord/letting agent refusing the funds using forged identification.

NEVER pay any money without first viewing the property.

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Don’t forget to ask who you should report repairs to and make sure you report any repairs in writing.

PROTECT YOUR DEPOSIT MONEY

If you have an Assured Shorthold Tenancy, your deposit must be protected with a government authorised scheme within 30 days of the date the tenancy begins. Your landlord/letting agent must give you details of where your deposit is protected and how the scheme works. Make sure your deposit has been protected on time.

WHO NEEDS PRIVACY?!

Landlords may need to access the property to carry out inspections or do repairs but they must give you reasonable notice and so will an inspector that visits at a mutually convenient time. Check what your contract says about giving notice to enter the property and under what circumstances. It should say something about giving reasonable or 24 hours’ written notice although this might be different if you’re with a resident landlord or in a hall of residence.