

# CONTRACT CHECKING

## GET IT IN WRITING



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

## 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). You may also be charged fees by a landlord or letting agents. These will be for different things such as general administration or referencing. 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 professional cleaning at the end of the tenancy, or an inventory check in/out fee. 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 agent's 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.

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 on-line at [www.landregistry.gov.uk](http://www.landregistry.gov.uk)

## IT'S ALL IN THE DETAIL



The front cover of the contract usually contains the basic terms of the contract, which include the date the contract will begin, 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 when the rent is due and how it should be paid, who is responsible for things like paying the electricity and gas bills, whether you can smoke, have pets, overnight guests and whether the property will be furnished or unfurnished.

## 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 on one contract, be aware that you will have a joint tenancy. This means that you are all jointly responsible for the whole rent and for any damage you or your flatmates cause.

Some contracts may contain unfair terms, which you should try to get changed before you sign. We advise contacting us for a proper Contract Checking appointment so we can look over your contract and discuss any potentially unfair terms with you.

## 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/or damage caused by any housemate, not just you.

If you are unable to provide a UK guarantor you may be asked to pay rent in advance, but try to avoid paying any more than 3 or 6 months' in advance.

## 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.

Don't forget to buy a TV licence if there is a TV in the property, or you watch or record TV as its being broadcast.

Although your landlord should have insurance on the property and their fixtures and fittings, it won't cover your possession. It is advisable to get contents insurance with cover for accidental damage, just in case.

## 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 contact address is for the agent, you are also 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. Check that this is accurate and, if not, note any discrepancies and send an amended copy back to your landlord/agent. We always advise taking dated photographs of the property when you move in and out of the property.

## BE SAFE



Landlords must meet certain requirements to ensure the safety of their tenants. This includes, but 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 furniture meets fire safety standards and that any electrical equipment is safe to use. We also recommend that landlords install carbon monoxide alarms in their properties.

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.

## 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/or your landlord to end the contract early. These can be written really badly so, make sure you understand when you can give notice and when you can end the contract. Don't forget, if you're on a joint contract then a break clause affects you all.

Your contract should allow you to "assign" (transfer) out of the contract if you find a suitable replacement. Check what it says about assignment and subletting to make sure this is an option.

## REPAIRS



You will be expected to carry out some minor repairs, like cleaning mould from condensation, 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 fridge freezers or electric cookers, 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.

## FRAUD ALERT



Some scammers may ask you to make a payment via transfer companies like Western Union or Moneygram, to prove you have the available funds to rent a property. This may result in the 'landlord/agency' withdrawing the funds using forged identification.

Never pay any money without first viewing the property.

## 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 money is received. Your landlord/letting agent should also 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 arrange their visit 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 live with a resident landlord or in a hall of residence.