



What to look for when renting a property

Finding suitable accommodation and somebody to share it with can be difficult and stressful. Because there are so many students in Canterbury, it appears that there are not enough properties to go round and students often feel that they are under pressure to sign up for the first one they see.

If you have never rented accommodation before, you may find the tenancy agreement quite daunting to read through or difficult to understand. It is important that you *do* understand the terms and conditions of the agreement before you sign it, as once you have signed on the dotted line it is normally too late to change your mind.

It is not possible to tell you everything you need to know in this leaflet, which is simply intended to guide you through the common terms in tenancy agreements, point out potential pitfalls and give you useful tips to help make your experience as a tenant as hassle free as possible. If after reading it you still have any problems or concerns then contact the Advice Centre in the Mandela Building. We are open Monday to Friday between 10 am and 4 pm. You can telephone us on 01227 824824, or email us at advice@kent.ac.uk

Please note that the information in this leaflet applies to lettings under an **Assured Shorthold Tenancy** in which you are **not** living in the same property as the landlord. If you have a resident landlord, your rights will be different and you should seek advice.

We recommend that you try to rent a property that is approved by **Canterbury Student Housing** the local accreditation scheme for student accommodation. Landlords whose properties are accredited must confirm that they meet current standards and they must also abide by a code of conduct to ensure fair and efficient management of their properties.

For further information visit: www.canterburystudenthousing.org.uk

Viewing properties

Before signing do have a good look round the property and, if you spot any defects, point them out to the landlord or agent and get written confirmation that repairs will be completed **before** your tenancy begins.

Landlords often use the summer period to carry out repairs or improvements. Ask the landlord or agent if any works are planned and get written confirmation that the works will have been finished and that the property will be ready for you to move in to when your tenancy starts.

Tenancy agreements

Make sure that you read the tenancy agreement and have fully understood its contents. The front page of the agreement should contain the following information:

- the landlord's and tenant's names and the address of the property (Section 1 of the Landlord and Tenant Act 1985 gives a tenant the right to know the name and address of their landlord. If you are unable to get this information, then contact the Advice Centre for help.)
- the date the tenancy begins
- how long the tenancy is for (the term) - this must be for a minimum period of **six months**
- the amount of rent payable
- how and when the rent should be paid
- The amount of deposit payable and when and how it should be paid and returned. **Make sure you get a receipt for your deposit.**

The agreement could also state who is liable to pay for water, gas, electricity and council tax

If your parents are being asked to act as guarantors, make sure that they are only guarantors for your rent not the rent for the whole house.

Check to see if the rent payment dates coincide with payment of your student loan. If they don't, check that your landlord will be flexible and allow you more time without financial penalty.

Once the agreement has been signed, you will be bound by its terms and conditions. That said some terms in assured shorthold tenancy agreements may be deemed unfair if, for example, they impose unfair penalties or restrictions on the tenant. For more information on this please pick up the leaflet **Unfair tenancy terms** from the Advice Centre or download one from the Office of Fair Trading web site: www.offt.gov.uk

With a fixed term tenancy, unless the agreement contains a break clause which allows you to bring it to an end early, you will not be able to do so. If you do leave early, you will remain liable for the rent up until the end of the

fixed term or until (with the landlord's consent) the room has been re-let. In case one of you has to drop out before or after the tenancy starts, make sure that the landlord is happy for you to find a replacement tenant. It is then important that a new agreement is drawn up so that the departing tenant has no further financial liability under the agreement and the new occupier has the same rights as the others.

Although there is no legal requirement to do so, it is advisable to let your landlord know if you intend to vacate the property at the end of the fixed term, and you will need to make arrangements for handing over the keys and return of your deposit.

You can only be evicted during the fixed term if:

- there is a break clause allowing the landlord to end the tenancy early (but not less than six months after the start of the tenancy) **or**;
- you are in breach of the terms of the tenancy agreement and the agreement contains a forfeiture clause.

Is it a joint tenancy? If it is, you will be liable for the rent for the whole property - not just your share - should the other joint tenants not pay their rent.

Insist that the landlord gives you a copy of the tenancy agreement – you cannot be expected to abide by the terms and conditions if you do not have a copy to refer to.

What to do when you move in

The landlord or agent should provide an inventory listing all of the furniture, fixtures/fittings and contents. If no inventory is provided, you should draw one up yourself. Make sure that you list all of the items in the property and the condition that they are in. Let the landlord have a copy and ask him/her to agree that the information is accurate.

It will normally be your responsibility to notify the utility companies that you have moved into the property. It is advisable to take readings from each of the meters and keep a copy of them. You should also do this when you leave the property - this will help to ensure that you are only paying for what you have used. If you receive estimated bills from the utility companies it is important that you contact the company with a corrected reading. **If you only pay estimated bills, then you may receive a very large bill at the end of your tenancy, which you could have trouble paying.**

If all of the tenants are full time students the property will be exempt from council tax. You must get a **council tax exemption certificate** from www.kent.ac.uk/registry/student-records/forms/counciltax.htm You must request the form online no more than two weeks before you move in and collect it from the Registry on the Thursday following your request. You must take your exemption certificate to your local council's offices.

Please note that it is the **property** that is exempt, not the people in it. If one of the tenants is not a full time student, the property will lose the exemption and in the case of a joint tenancy, all of the occupants will be jointly and severally liable to pay the tax. However, full time students should not be held jointly and

severally liable for council tax that becomes due because of the existence of housemates who are not full time students.

Because your landlord's insurance will not cover any of your things, we would advise that you consider taking out insurance to cover your personal belongings. We would also suggest that you shop around to find the policy that best suits your needs.

Most tenancy agreements include a clause stating that tenants should leave the furniture and effects at the end of tenancy where they were at the beginning. Taking photographs of each of the rooms when you move in will help to do this. Photos will also provide a record of the condition of the property and furniture at the time the property was let to you. As proof that the house has been cleaned, we suggest that you photograph the house before you leave.

Safety and repairs

Your landlord must ensure that all the gas appliances in the property are given a safety check every 12 months by a C.O.R.G.I. registered engineer. Ask to see the safety certificate.

Armchairs, sofas, mattresses and other upholstered furniture should have the kite mark on them, showing that they meet the British Safety standards.

If the property is left unoccupied over the Christmas vacation, it is useful to leave the heating on low to prevent pipes etc, freezing and bursting. You could be liable for any damage caused.

Notify your landlord immediately if repairs are needed and then confirm them in writing. Date the letter and keep a copy.

Landlords have the right of access to their property in order to inspect it or do repairs, but they must give you 24 hours prior notice in writing.

Further reading and information

Housing Guide for Students

available from: Kent Hospitality (Tanglewood) or www.kent.ac.uk/hospitality/staff-student/accommodation/offcampus or the Student Advice Centre.

Advice and downloadable leaflets on private renting:

www.direct.gov.uk/HomeAndCommunity