

# A Guide to Housing Contracts

(Assured Shorthold Tenancies)



This leaflet deals with Assured Shorthold Tenancies, which the majority of students will enter into when renting a property. Even if you do not have a written contract, you will probably be an Assured Shorthold Tenant anyway. If you are unsure what sort of tenancy you are being offered - seek advice! As with any legally binding contract it is important to fully understand what you are agreeing to **BEFORE** you say yes, as there is no easy way out of a contract once you have signed it.

Try to bear in mind that the Landlord is making an agreement with you as much as you are making an agreement with them. There is currently a surplus of student accommodation in Sheffield so you have some bargaining power - so do not be afraid to ask to change things in the agreement. And finally - **remember that the decision to sign is yours** - so do not be pressurised into agreeing to anything you are not happy with! The people who show you around the properties are sales people, don't take them at their word, and get whatever they say they will do (eg replace the carpet or re-decorate) in writing.

Tenancy agreement documents come in many different forms but will usually include the following information:

## ***FIXED TERM ASSURED SHORTHOLD TENANCY AGREEMENT***

***For letting property under Part 1 of the Housing Act 1988, as amended by the Housing Act 1996***

This defines the sort of agreement that is being made, and the law that regulates it. An Assured Shorthold Tenancy is the most common form of agreement for letting if: a) your Landlord is a private Landlord; b) the property that you rent is let as separate accommodation; c) the property is your main home (which it will be if you are living there while at University).

### ***DATE***

This will be the date that the agreement was made - not when the tenancy starts. You cannot "backdate" a tenancy - it cannot be retrospective.

### ***PARTIES TO THE AGREEMENT***

***The Landlord      The Tenant***

***Where this agreement names two or more individuals as tenants then it is a joint tenancy, meaning that the obligations are enforceable against all tenants jointly and against each of them separately.***

This is a very important clause - This means that the tenants are jointly renting the whole house as one group and legally each tenant can be held responsible for the whole rent and not just their own share of it. This may happen if one tenant is unable to pay their share of the rent.

We advise that individual tenancies are more appropriate for most students, as this will ensure that they are responsible for just their own rent and not the rent of their housemates.

## **THE PROPERTY**

### **Address:**

If you do not have a "joint" contract it is important that the contract should clearly state the location of the room that you are renting e.g. "the ground floor bedroom plus use of the communal areas".

It may be vital in establishing your rights that the contract clearly states which room you are renting, so if it doesn't show this ask for it to be added.

### ***Together with the Fixtures, Furniture and Effects in the Property listed in the inventory signed by the parties.***

It is a good idea to make a list (an inventory) of the furniture and fittings and their condition so you and the Landlord are clear what the state of the property was like at the beginning of the tenancy. It is also a very good idea to take photographs of any damage already there when you move in and to tell the landlord in writing about the damage. If the landlord doesn't provide an inventory, make one yourself and ensure you give a copy to the landlord. This prevents disagreements when you move out about who was responsible for the damage and is therefore important when trying to get your Deposit back.

## **TERM**

### ***A fixed term of XX months/years starting on DD MM YY to DDMM YY***

This is the period that the Landlord has agreed to temporarily 'give' the property to the tenant. In return the tenant has agreed to pay rent. Unless the contract has a 'break clause' that specifically states that either side can give notice, then neither party can get out of the contract before the end of the fixed term period (unless both parties agree). If you wish to move out before the end of the fixed term then you are still liable for the rent until the end of the fixed term unless something else is agreed between you and the landlord (eg a new tenant moves in).

If a Landlord wants you to move out of the property then s/he must give you a "Notice Seeking Possession" and then the landlord must apply for a Court Order. You do not have to move out unless the court says you must. The court will not tell you to move out earlier than six months after the start of the tenancy or before the end of a fixed term unless there are specific legal grounds on which to tell you to leave earlier (e.g. if you are more than 2 months in arrears with your rent).

**Think very carefully about how long you are agreeing to rent the property, as there is no easy way "out" of a contract once signed.**

## **RENT**

### **£ per payable on**

It is common for tenants to pay their rent monthly. However many students pay their rent termly in line with when they receive their student loan. Ensure that you are able to meet any agreed dates for paying rent (i.e. they fall after you receive your loan instalments) and can afford to pay the rent asked. Or you may have to pay additional charges.

## **DEPOSIT**

All Assured Shorthold tenancies signed after 6th April 2007 will be covered by the Tenancy Deposit Scheme. See our "Deposits & Bonds" leaflet for details.

## **POST DATED CHEQUES**

The Advice Centre advises against giving post-dated cheques to Landlords. Legally this is more than just promising to pay this amount; it is the same as handing over the sum in cash and cheques can be cashed before the date written on it depending on the bank's policy. It makes far more sense for you to set up a standing order with your bank to directly pay the rent on a set day each month or term from your account into the Landlords.

## **THE TENANTS OBLIGATIONS**

### **Rent and Other Charges**

There will normally be a clause stating the charges and what bills you are liable for. Unless the rent is all inclusive, this will normally be gas, electricity, telephone bills and TV licence. It is also very likely that the tenants will be responsible for the water and sewerage bill.

If **all** the tenants are full time students a property is normally exempt from Council Tax (often referred to as charges 'under the Local Govt Finance Act 1992'). Even where there is a bill payable on the property a full time student will not usually be the person who must pay it.

### **Looking after the property**

The contract will often state that furnishings and fittings should not be removed, damaged or altered. There may also be a clause prohibiting bringing upholstered furniture into the property for fire safety reasons. Any disrepair should be reported in writing - this makes sense for both parties as everyone is clear on what needs to be done and there is proof that the landlord was told about the disrepair. Although a Landlord would expect tenants to carry out minor 'repairs' (e.g. changing light bulbs), a Landlord cannot pass on his duty to carry out major repairs to a tenant.

### **Noise and nuisance**

Most contracts will have a clause prohibiting excessive noise especially beyond reasonable hours. In addition there will usually be a more general clause prohibiting anything that may be or could become a nuisance (a ground for possession proceedings). Remember that it is likely that your neighbours may have to get up the next day, so be sensible and considerate about noise levels.

### **Permitting Access to the Landlord**

Although you may agree to a Landlord entering the property to carry out repairs, show prospective tenants round, or inspect the house; this should only be at reasonable hours and with advanced warning (ideally 24 hours). A Landlord (or workman) should not just let him/herself into your house. This is called your right to "Quiet Enjoyment".

### **Other Clauses**

As a contract is a record of any agreement made, there is nothing to stop you and the Landlord adding (or deleting) clauses, as long as you both agree and it does not affect any statutory rights you may have. Remember that you have the right to Quiet Enjoyment, i.e. the right (within reason) to be left alone to use the property as your own. So clauses that are too prescriptive (e.g. preventing overnight stays by guests) are likely to be "**unfair terms**".

## **THE LANDLORDS OBLIGATIONS**

### **All assessments & outgoing (except those previously agreed to be met by the tenant)**

As previously discussed, who pays for what is agreed between you and the Landlord. A clause like the above will normally mean that the Landlord is responsible for paying any mortgage or ground rent.

### **Allow the tenants to quietly possess and enjoy the property without unnecessary or unwarranted interference.**

Quiet Enjoyment is one of the fundamental terms of a tenancy; you have the right to live undisturbed in your home.
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### **Carry out repairs for which liability is imposed under Section 11 of the Landlord and Tenant Act 1985.**

A Landlord is legally required to carry out repairs on the structure of the property as well as plumbing, sanitary conveniences and installations such as electrical wiring and gas piping.

### **Provided that if the rent or any instalment or part thereof shall be in arrears for at least 14 days after the same shall have become due (whether legally demanded or not) or if there shall be a breach of any of the agreements by the Tenant the Landlord may re-enter on the Property (subject always to any statutory restriction on his power so to do) and immediately thereupon the tenancy shall absolutely determine without prejudice to the other rights and remedies of the Landlord.**

This is one of the most widely misunderstood clauses in a tenancy agreement. This *appears* to say that the Landlord can repossess the property if you are more than two weeks in arrears with your rent or have broken any terms of the tenancy. However, this is not really the case- ONLY a court can order possession of a property, and one of the reasons that a Landlord can use to ask for a court order is if you are more than two months in arrears with your rent.

## **NOTICE OF LANDLORD'S ADDRESS**

This is the address that any notices or correspondence must be sent to and it must be an address in England or Wales. It is normally a good idea to get numbers to call in case you need to get in touch with the Landlord in an emergency or if repairs need doing. Your Landlord MUST provide an address if you request it.

If you are unsure about a contract - get it checked! A decent landlord should not mind if you get it checked before signing it!

The Advice Centre will be happy to do so, as will any Citizens Advice Bureaux or Advice Centre. More information about Assured Shorthold Tenancies is available here:

**<http://www.communities.gov.uk/publications/housing/assuredassuredtenants>**

### **Advice Centre**

**Hallam Union, HUBS, Paternoster Row, Sheffield, S1 2QQ (0114) 225 4148  
FREEPHONE 0800 0732 002**