

Department of Regeneration

Housing

Private Tenant's Handbook

A guide to your rights and responsibilities as a private tenant

This booklet aims to help you avoid problems if you rent from a private landlord and to identify where you can get help if things go wrong. This does not cover every legal aspect of renting.

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How to find somewhere to rent

Landlords often advertise properties available to rent in local newspapers or newsagents windows. Letting agents are estate agents (sometimes called accommodation agencies) often let and manage properties for private landlords. These agencies are private businesses, which some landlords use to advertise houses, flats or rooms to let. An agency will normally charge for the service they provide, but they must not charge you for registering your housing requirements or for supply lists of available properties. Before you use a commercial accommodation agency read the leaflet "*A guide to using accommodation agencies*", which you can get from your local housing team or from any neighbourhood office.

There is a reasonable supply of accommodation available in the city. Do not feel pressurised into taking the first place that you see.

Before you rent

Things to do

- Check that the place is safe. Is there a gas safety certificate? (see Gas safety)
- Check that you can afford it. Will you need to claim Housing Benefit or Local Housing Allowance? Does the landlord accept Housing Benefit or Local Housing Allowance?
- Are you being asked for a deposit?
- What bills will you have to pay yourself?
- Check the tenancy agreement. What sort of tenancy is it?
- Check what services are included with the rent. Who is responsible for repairs and decoration, cleaning the communal areas or maintaining the garden?

Don't sign an agreement until you are sure.

Things to look for

Gas Safety

If there are gas appliances in the property, the landlord must show you a gas safety certificate, issued by a CORGI registered gas installer in the last 12 months. It is a crime to let accommodation where there is a gas supply with a valid certificate. The landlord must give you or show you a copy of the certificate before you move in.

Electrical Safety

Responsible landlords will have an up-to-date electrical safety certificate from a qualified electrician who, in most cases, should be approved by the NICEIC or the ECA. The certificate should include a recommendation for when the electrical installation next needs checking. Check that there are enough electrical sockets for your appliances, so that you will not need to use multiple adapters, which can be dangerous. Make sure that there are no broken sockets, exposed wires or taped joints.

Energy Performance Certificates

From 01 October 2008, whenever a property is let to a new tenant the landlord must obtain an Energy Performance Certificate from a qualified, accredited and independent assessor. The landlord is responsible for giving a copy of the Energy Performance Certificate to the tenant, free of charge. The Energy Performance Certificate shows the home's Energy Efficiency Rating the Environmental Impact (CO₂) Rating. It also shows an estimate of how much energy is needed to run the home, including estimated costs for heating, lighting and hot water. The certificate will also list suggested improvements to the property. The landlord is not obliged to carry out these improvements. For more information call

Fire Safety

Ask the landlord how you would get out of the property in the event of a fire. If the property is furnished, check that all of the upholstered (foam filled) furniture has a sewn in label to show that it is fire-resistant. Houses in multiple occupation (shared accommodation) should contain fire safety equipment. Check that any safety equipment is in good working order and easy to find, for example:

- fire doors should shut properly by themselves
- the smoke alarm system must work properly
- there should be a fire blanket in each shared kitchen, which is easy to reach

Security

Are there sufficient bolts and locks on doors and windows? Who holds the keys to the property? Who else will have a key to your room?

Space

Is there enough room for you and your belongings? If the house is shared with other people, there are requirements about the minimum size of rooms.

Furniture and fittings

If the property is not vacant when you look round, make sure that you know which furniture and fittings come with the accommodation and which items belong to the present tenants.

Lighting

Is there enough natural lighting and artificial lighting? In bedrooms and living rooms there should be a window large enough to provide enough light during daylight hours for normal domestic tasks to be carried out without eye strain. Lack of natural lighting can often be a problem in basement and attic rooms. There should be adequate electric lights in all rooms and in the hall, stairs and landing.

Ventilation

All houses must have sufficient ventilation to keep them fresh and to remove excess moisture, cooking fumes, odours and so on. Bedrooms and living rooms must have a reasonably large window that can be opened for natural ventilation. Make sure the windows haven't become jammed and can be opened and closed easily. Look out for bedrooms and living rooms that have windows which have only fixed glazing or just a small opening casement or louver (strips of tilted glass), as these will not only become stale and musty, but also unbearable during hot summer weather.

Kitchens, bathrooms and separate toilets do not need to have a window that can be opened in all cases. However, if they do not, then they must have an extractor fan which blows directly to the outside air. The fan should be connected to the light switch so that it comes on every time the room is in use. Separate toilet

compartments should also ideally have permanent background ventilation in the form of an airbrick or louver.

Heating

If you first look round the property in the summer, think whether the place will be warm enough in the winter. There should be an adequate fixed form of heating throughout the house, which you can control. Ideally this should be gas-fired central heating, although electric heating connected to an economy tariff or individual gas fires that have been certified as safe are also acceptable. Electric heaters that use full price electricity are not generally acceptable as the main form of heating, nor are portable paraffin or LPG heaters. Other forms of fixed heating such as oil fired, or solid fuel heaters may be acceptable, although these are not normally found in Bradford.

The house should also be well insulated so that you are not faced with unaffordable fuel bills. Ask your landlord if there is insulation in the roof space. At least 100mm of insulation should be expected, although ideally it should be much thicker. Also, make sure that if there is a hot water tank it has an insulation jacket.

Cooking facilities

Is there enough space for storing, preparing and cooking food? If you are sharing the accommodation with other people there should be food storage space for each person and enough space and facilities for several people to cook safely at the same time. If the accommodation is a hostel where food is prepared, the catering kitchen must comply with food hygiene regulations. Only catering staff will be allowed in the kitchen, but there should be facilities elsewhere for you to make yourself a snack.

Toilet and bathrooms

There should be a toilet, a wash-hand basin and a bath or shower, all in a suitable place and for the exclusive use of the residents of the property. If you are sharing the accommodation, there should be at least one toilet and one bath or shower for every five occupants.

Refuse disposal

There should be enough dustbins for the needs of everyone in the property, placed on a hard standing with easy access for collection and for cleaning the area.

Condition of the property

Look out for:

- damp (a must smell, stains or mould on the wall or ceiling)
- draughts (badly fitting doors or windows)
- sloping floors and sagging ceilings
- any signs of pests such as mouse droppings, rat holes in and around the property, slug and snail trails, and insect infestations.

Safety

Make sure you can move safely around the house. Stairs in particular must have a firmly fixed full-length handrail and be well lit. Open stairwells on landings must have a property balustrade (guard rail) with no gaps large enough for a young child to slip through. Floors should be level with no ill-defined steps, which could cause you to trip. Outside, the access paths and paving should be in good condition and level. If the only access to the property is round the back (usually

this only applies to flats above shops), then the way round should have external lighting and be kept free from obstructions and trip hazards.

If the bedroom windows have low sills (less than about 800mm above floor level), then there can be a danger of falling out, particularly to young children. Such windows should be fitted with restrictors to prevent them opening too far.

Low level glazing to doors is also a danger, particularly to children. Ask your landlord if the glass in such doors is safety glass or it has been laminated.

What types of tenancy are there?

Since the 1996 Housing Act was introduced all new tenancies are assured short-hold, unless the landlord and tenant agree otherwise.

Assured short-hold tenancies

This is the most common type of tenancy used by private landlords. Under an assured short-hold tenancy you have a legal right to live in your home for a period of time. Your tenancy might be for a set period such as six months, which is known as a fixed term tenancy. It could run on a week-to-week or month-to-month basis, which is known as a periodic tenancy. The landlord can evict you at the end of the fixed term tenancy, but if your fixed term tenancy is for less than six months or if you have a periodic tenancy, the landlord must wait for six months from the start of the tenancy before they can evict you.

To end your tenancy the landlord must give you two months' notice to leave in writing. If you do not leave, the landlord must go to court to get a Possession order. The court will grant this automatically if the landlord shows that they have followed the correct procedure. You may have to pay the court costs. If you receive a notice to quit always seek advice.

You cannot be evicted during the course of the tenancy unless you have broken one or more of the conditions of the tenancy (for example, if you have not paid the rent). If the landlord alleges that you have done this, they must serve a valid Notice Seeking Possession and get a court order before you can be evicted. The court will consider the case and may or may not award possession to the landlord.

Assured tenancies

This type of tenancy is the most secure and can only be created if the landlord serves a notice on the tenant before the tenancy starts, advising that it is an assured tenancy. If the landlord wants you to leave, there are strict rules about the procedures the landlord must follow in terms of the amount of notice and the form in which it is given. The landlord must get a court order before you can be lawfully evicted.

Resident landlord lets

Resident landlord lets are sometimes known as lodgings. If you live in the same house as your landlord and share facilities such as a bathroom or kitchen, you are only entitled to receive the amount of notice that was agreed when you moved into the property. In this type of situation the landlord would not need a court order to evict you. If you moved in before 15th January 1989 different rules could apply so get advice.

Other types of occupancy

There are a number of other types of tenancy agreement each with its own set of rules to be followed before you can be evicted. If your tenancy agreement does

not fall into one of the above categories you are strongly advised to get specialist legal advice.

Tenancy agreement

It is not always necessary to have a written tenancy agreement but it is advisable as it means that the details of the agreement can be recorded. The contents of a written agreement can affect your rights as a tenant. Always get advice before you sign any agreement.

The unfair contract terms regulations means that the landlord cannot include any clauses that are unfair to you, for example, that you have to pay a high rate of interest on any unpaid rent. These clauses can be taken out. If you think your agreement contains any unfair clauses get advice.

If you are a tenant and do not have a written tenancy agreement, you have the right to get your landlord to provide a written statement of the basic terms of the tenancy. These will include the start date of the tenancy, the rent you must pay, if the tenancy is for a fixed term and the length of the fixed term.

What charges can the landlord make?

Premium

A premium is a non-returnable sum of money that the landlord can charge simply for giving you the tenancy.

Deposit

The landlord can charge a returnable deposit of up to two months' rent. You have a responsibility to leave the property in the same condition that it was let to you, allowing for fair wear and tear. When moving in you should keep a detailed list of all the contents of the property, which should also record the condition of the property. You could also take photographs. Check the circumstances in which your landlord could refuse to return your deposit when you move out.

From 6th April 2007, when you pay a deposit, your landlord must protect it using a government authorised deposit scheme. Within 14 days of receiving your deposit your landlord must give you information about how your deposit is protected.

Your landlord must give you:

- contact details of the tenant deposit scheme
- contact details of the landlord or agent
- details of how to apply for the deposit to be returned to you
- information explaining the purpose of the deposit
- information about what to do if there is a dispute about the deposit

If your landlord does not protect your deposit you can apply to the local county court. The court can order the landlord to either repay your deposit or protect it in a scheme. The court must also order the landlord to repay three times the amount of the deposit to you.

Rent

Rent is money you agree to pay the landlord for the right to live in your home. The amount of rent you pay will depend on your negotiations with the landlord and what you can afford. You can get an idea of what rents are being charged by looking at the register of determined rents held by the Rent Assessment Committee.

Bills

Find out whether payments for gas, electric, water and phone services are included in the rent or whether you will need to pay the suppliers yourself.

Help with paying your rent

You can claim Housing Benefit to help you pay your rent if you get Income Support or Job Seekers Allowance, or if you are on a low income. Housing Benefit only covers accommodation. It does not cover charges for heating, lighting, food or care that may be included in your rent.

Local Housing Allowance

Local Housing Allowance is a new way of working out Housing Benefit for tenants of private landlords. Local Housing Allowance is based on who lives with you and what income and savings you have. It is calculated on the number of rooms in your home or how much rent you pay. If your Local Housing Allowance is more than your rent, you can keep the difference, up to £15 a week.

The Rent Officer Services sets Local Allowance rates. The rates are available on Bradford Metropolitan District Council's website

Before agreeing to take on a tenancy you should check the amount of Local Housing Allowance you will get for the size of the property you are planning to rent. You can check the amounts by contacting the councils Housing Benefit's Service. This will help you decide if you can afford the rent. Local Housing Allowance is paid to the tenant unless you:

- owe rent for eight weeks or more
- are having deductions made from a welfare benefit
- have a history of owing rent arrears
- are consider vulnerable.

Housing Benefit

If you tenancy began before 7th April 2008 your Housing Benefit will continue to be calculated under the old rules, unless there is a break in your claim or you change address.

Licensing

If you are moving into a property that is a house in multiple occupation (HMO) the landlord may have to have a licence to operate. If the property is three floors or more in height and there are five or more tenants who share facilities, then the landlord must have a licence.

When you move in

Things to do straight away

- Make sure that you have a full inventory (list of contents and condition of property). If the landlord does not provide one, write it yourself and get the landlord to sign it. If the landlord will not co-operate get an independent witness to sign it. Make a note of anything that is damaged or needs repair or cleaning. It can be helpful to take photographs.
- Get the gas, electricity, water and phone meters read on the first day of your tenancy, even if you are not moving in until later.
- Get your possessions insured. The landlord's insurance will not cover them.

- Find out where the water stopcock, electricity switch, fuse box and the gas isolator valve are.
- Make sure that you have a telephone number to contact the landlord or manager in case of an emergency.

Your responsibilities as a tenant

You must

- pay your rent
- behave in a reasonable way, not causing nuisance or annoyance to others
- not damage any fixtures, fittings or furniture belonging to the landlord. If there is furniture that you do not want, ask the landlord to remove it. Don't store it anywhere without permission
- ask the landlord before making any changes to the property
- inform the landlord if repairs are needed
- allow the landlord to have access to the property at reasonable times, for example to carry out repairs, but preferably by appointment
- not sub-let or take in a lodger without asking permission first, unless your contract allows you to do this
- give the landlord proper notice if you wish to leave. (but you may still be required to pay the outstanding balance on any remaining part of your contract)

You may well have responsibilities over and above those outlined here. If you have, they should be included in your tenant agreement.

The landlord's responsibilities

The landlord must:

- give you their name and address and that of their agent, if they use one
- give you a written statement of the conditions of the tenancy
- give you a rent book if you pay weekly, or a receipt for the rent payment if you pay fortnightly or monthly
- respect your right to peace and quiet in your own home
- register your deposit with an authorised scheme within 14 days of receiving it
- give you reasonable notice in writing if they need to get into your home, for example to do repairs
- give you legal notice if they want you to leave
- make suitable arrangements for security of your mail to prevent interference
- ensure that gas appliances are tested at least once a year and give you a copy of the safety certificate within 28 days of the test taking place
- ensure that all upholstered furniture complies with the fire safety regulations.

The landlord is responsible for repairs to: (with some limited exceptions)

- the structure and outside of the property
- basins, baths, sinks and toilets
- fires, radiators, water heaters
- water, gas and electricity supply and meters
- water tanks and boilers

you are strongly advised to get specialist legal advice if you are unsure about your landlord's repairing obligation.

If you live in a flat, bed-sit or share house (a house in multiple occupation) the landlord is also responsible for:

- providing accommodation that is large enough and has enough cooking, washing and toilet facilities for the number of people living there
- providing fire safety precautions and keeping them in good working order, including fire doors, smoke alarm systems, emergency lighting and a fire blanket in any shared kitchen
- ensuring that supplies of water, gas and electricity are maintained
- keeping the communal parts of the property in good repair such as stairs, hall, shared kitchens and bathrooms.

Paying the rent

It is your responsibility to pay the rent on time, as set out in the tenancy agreement. If you pay weekly the landlord must give you a rent book. If you pay fortnightly or monthly make sure you get receipts for payments you make. If you do not pay the rent for whatever reason, the landlord can start proceedings to evict you from the property. You should not withhold rent in an attempt to force the landlord to carry out repairs.

What if the landlord does not collect the rent?

You should make every effort to pay rent. Write to the landlord, saying that you want to pay and keep a copy of the letter. If you try and pay the rent and the landlord refuses to accept it, make sure that you have an independent witness. Keep the rent money in a separate account, so that you can pay it when asked. Then, if the case should go to court, you will be able to show that it was the landlord, not you, who acted wrongly.

Getting repairs done

Let the landlord or agent know when anything needs repairing. Tell them in writing and keep a copy of the letter. If the repairs are not done promptly, you can take the following action:

- Ask the council to take action, by contacting the housing service. An officer will inspect the property and can serve a legal notice requiring the landlord to do the repairs. If the repairs are not done within the time stated in the notice, the council can arrange for them to be done and can charge the landlord. The council can also prosecute the landlord. When you contact the council or another agency about your accommodation, make a note of the name of the person you speak to and the time and date of the discussion.
- Take the landlord to court yourself. Get legal advice before you do this.
- Sue the landlord for compensation if you are injured or your possessions are damaged because the landlord did not do necessary repairs. If your visitors are affected they can also sue.

DO NOT stop paying rent – this could give the landlord grounds for taking court action to evict you.

Fuel and water supplies

If you will be paying fuel bills yourself

Get the meters read when you take over the tenancy. The fuel supply companies usually need 48 hours' notice to arrange a meter reading. Your landlord should

tell you which fuel company supplies the gas or electricity to the property. You should get your landlord's permission before changing the supplier.

If you have a slot or token meter

Make sure that the meter is set correctly and that you are not paying too much. For further advice contact Trading Standards.

If the landlord is responsible for the bills

If the landlord fails to pay the bills on time, supplies of water, gas or electricity may be cut off. The council can arrange for supplies to be reconnected and can take over the collection of money and the payment of bills. Contact the council's private tenancy officers for help.

Safety in your home

- Keep your fire escape route clear – don't block it with furniture, bikes, rubbish bags and so on.
- Don't overload your electrical sockets
- If you go away in the winter, turn off the water to avoid frozen pipes.
- Use the locks and bolts provided.

Ending the tenancy

If you want to leave

You need to give your landlord written notice, as stated in your tenancy agreement. If you do not have an agreement, you should give at least 28 days' notice in writing. Keep a copy of the notice. If you have a fixed term agreement, such as an assured short-hold tenancy, you do not have the automatic right to surrender your tenancy within the fixed term. You may have to pay rent until the date when the agreement ends, if you cannot come to an arrangement with the landlord. You can get advice from the council's private tenancy officers.

If the landlord wants you to leave

The landlord must give you a valid written notice. The length of notice required and the form in which it must be given will depend on the type of tenancy you have. In most cases a court order is required before you can be legally evicted. Make sure you get advice. If the landlord evicts you without following the proper procedure, or tries to get you to leave by threatening you or cutting off the fuel supplies and so on, they are committing a crime.

Things to do before you go

Clean the property thoroughly, making sure that everything is as you found it when you moved in. Write to the landlord inviting them to inspect the property. If the landlord is unhappy with any aspect of the property, try to put things right immediately, so that there will be no deduction from the deposit when it is returned to you. If you are responsible for gas, electricity, water or phone bills, arrange to have the meters read on the day you move out, and get the final bills sent to your new address.

Don't rely on the deposit for your last month's rent. You have to pay rent until the end of your tenancy. Return all keys to the landlord when you leave, either in person or by registered post.

Reclaiming your deposit

The landlord can normally make deductions from your deposit for:

- damage to the property or furniture (but not normal wear and tear)
- cleaning costs, if the property is left in worse state than when you moved in
- keys not returned
- any rent that you owe.

If you paid your deposit before 6th April 2007

The deposit should be returned within a week of you leaving the property. If the landlord does not return your deposit, or if you consider that any deductions made are unjustified, you can take action to reclaim the money in the Small Claims Court. Anyone can use this procedure, without the need for a solicitor. Leaflets and advice are available to help you, which you can get from the private tenancy officers or the Citizens Advice Bureau.

If you paid your deposit after 6th April 2007

Your deposit will be covered by a tenancy deposit scheme. Within 14 days of taking your deposit your landlord should have told you which of the authorised schemes it is registered with and how to apply for the release of the deposit. All of the authorised schemes have a dispute resolution service. They will decide if, or how much of the deposit should be returned to you.

Harassment and illegal eviction

It is a criminal offence for a landlord or their agent to evict you without following the correct legal procedure. If any attempt is made to evict you without a court order, get advice immediately. It is also a crime for a landlord or anyone acting on their behalf to harass you. This means doing anything that will make you want to leave, such as threatening you, cutting off your fuel supply or trying to prevent you from exercising your rights. Make a detailed note of anything that happens and get witnesses if possible. Get advice immediately.

The Private Tenancy Unit deals with harassment and illegal eviction. They can prosecute the landlord under the Protection From Eviction Act. Someone is available 24 hours a day to deal with emergencies. You can also take civil action to sue the landlord for compensation. Get legal advice first.

Explanation of terms used in this booklet

Gas Safe

No one is allowed to install or repair any gas appliance unless they are registered with Gas Safe. A registered installer will carry a Gas Safe card with their photo on it.

ECA

The Electrical Contractors Association is one of the regulatory bodies that electricians register with.

Fire door

A door made of fire-resistant material. It fits snugly into the doorway so that smoke cannot escape round it and is self closing. You should never prop open a fire door.

Gas safety certificate

A certificate issued by a Gas Safe registered installer showing that gas appliances and flues have passed a safety check. The landlord must get gas appliances checked at least once a year and must give you a copy of the certificate within 28 days of the check. New tenants must be given a copy before they move in.

HMO – house in multiple occupation

The legal definition is complex. However, it can generally be described as a rented house occupied by three or more unrelated people as their only or main residence who share facilities. This includes bedsits, hostels, and houses shared by a group of people such as students, asylum seekers or migrant workers. Houses converted into self contained flats may also be classified as HMOs where the standard of conversion doesn't comply with modern regulations.

A HMO must have fire precautions and there are special rules about facilities and management.

Landlord

The person (male or female) who owns the property that is rented out to tenants.

NIEIC

The National Inspection Council for Electrical Installation Contractors is one of the regulatory bodies that electricians register with.

Smoke alarm system

This is a system with a number of mains powered smoke alarms fitted throughout the house. They are all interconnected so that if a fire is detected in one part of the house, all of the alarms go off at the same time. Everybody in the house will therefore be given an early warning of any fire and should be able to get out before the fire becomes too serious. Most HMOs will be required to have a smoke alarm system.

Tenancy deposit scheme

A statutory scheme that came into force on 6th April 2007. Landlords have to register all deposits taken after this date with an authorised scheme and provide information to the tenant.

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